

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crane & Co., Inc.		12/22/2008	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Toronto Dominion (Texas) LLC
Street Address:	31 West 52nd Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	0128342	C
Registration Number:	1600817	C
Registration Number:	2251386	CASUALS
Registration Number:	2043311	COMET
Registration Number:	3400849	CRANE
Registration Number:	2277573	CRANE
Registration Number:	1617070	CRANE & CO. INCORPORATED
Registration Number:	2964009	CRANE
Registration Number:	1298846	CRANEGLAS
Registration Number:	1311134	CRANEMAT
Registration Number:	0516840	CRANES
Registration Number:	0516839	CRANE'S
Registration Number:	1602236	CRANE'S BOND
Registration Number:	1602235	CRANE'S CREST

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Registration Number:	1824385	
Registration Number:	0081960	DISTAFF
Registration Number:	2996000	DURAMET
Registration Number:	0062589	KID FINISH
Registration Number:	3331775	LETTRA
Registration Number:	3181751	MOTION
Registration Number:	2448446	MUSEO
Registration Number:	3223054	SILVER RAG
Registration Number:	0185394	
Registration Number:	2999230	SWITCH
Serial Number:	77321092	CHLOË B.
Serial Number:	77215661	CRANE NONWOVENS
Serial Number:	77268035	PAPER NATION

**CORRESPONDENCE DATA**

Fax Number: (203)975-7180  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 203-353-6834  
Email: clondon@eapdlaw.com  
Correspondent Name: Edwards Angell Palmer & Dodge LLP  
Address Line 1: 301 Tresser Boulevard  
Address Line 2: Paralegal Christina London  
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	303542.0003
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	02/10/2009

**Total Attachments: 7**  
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**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS AND TRADEMARK APPLICATIONS)**

WHEREAS, CRANE & CO., INC., a Massachusetts corporation ("Grantor"), owns the Trademarks listed on Schedule I annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 22, 2008 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the lenders from time to time party thereto, and Toronto Dominion (Texas) LLC, as administrative agent ("Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 22, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as administrative agent for the secured parties referred to therein, Grantor has granted to Agent for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, to secure its Secured Obligations (as defined in the Collateral Agreement), a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter arising or acquired:

(i) each United States Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim brought by Grantor in Grantor's sole discretion against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule I hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and

authority in the name of Grantor or in its name, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license (other than in the ordinary course of business), exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral; provided, however, that Grantor may license the Trademark Collateral in the ordinary course of business.

The foregoing security interest shall terminate upon termination of the Collateral Agreement and full and final payment of the Secured Obligations (as defined therein). Upon termination of this Agreement, at the sole expense of the Grantor and at the Grantor's request, the Agent shall take such actions as may reasonably be necessary to release the Agent's security interest in the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22<sup>nd</sup> day of December, 2008.

GRANTOR:

**CRANE & CO., INC.**

By:   
Name: Charles J. Kittredge  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 003933 FRAME: 0583**

**ACKNOWLEDGED:**

**TORONTO DOMINION (TEXAS) LLC, as Administrative Agent**

By:  \_\_\_\_\_

Name: **JACKIE BARRETT**  
Title: **AUTHORIZED SIGNATORY**





**[TD/Crane – Trademark Security Agreement (Borrower)]**

**SCHEDULE I**

to

**Trademark Security Agreement**

**1. REGISTERED TRADEMARKS**

Mark	Trademark Registration No.	Date of Registration
C and Design 	0128342	1/61920
C and Design 	1600817	6/12/1990
CASUALS	2251386	6/8/1999
COMET	2043311	3/11/1997
CRANE	3400849	3/25/2008
CRANE	2277573	9/14/1999
CRANE & CO. INCORPORATED 	1617070	10/9/1990
CRANE and NEW BIRD LOGO 	2964009	6/28/2005
CRANEGLAS	1298846	10/2/1984
CRANEMAT	1311134	12/25/1984

Mark	Trademark Registration No.	Date of Registration
CRANES (Stylized) <i>Cranes</i>	0516840	10/25/1949
CRANE'S (Stylized) <i>Crane's</i>	0516839	10/25/1949
CRANE'S BOND	1602236	6/19/1990
CRANE'S CREST	1602235	6/19/1990
DESIGN ONLY 	1824385	3/1/1994
DISTAFF (stylized) DISTAFF	0081960	5/23/1911
DURAMET	2996000	9/13/2005
KID FINISH	0062589	5/14/1907
LETTRA	3331775	11/6/2007
MOTION	3181751	12/5/2006
MUSEO	2448446	5/1/2001
SILVER RAG	3223054	3/27/2007
SPINNING WHEEL (Design Only) 	0185394	6/17/1924
SWITCH	2999230	9/20/2005



## 2. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Trademark Application No.</b>	<b>Filing Date</b>
CHLOË B.	77321092	11/5/2007
CRANE NONWOVENS	77215661	6/26/2006
PAPER NATION	77268035	8/30/2007