

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
CROSSMARK, INC.		09/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CHASE CAPITAL CORPORATION, as Administrative Agent		
Street Address:	10 South Dearborn St., 19th Floor		
Internal Address:	Mailcode IL 1-0401		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2457787	CROSSMARK	
Registration Number:	2390336	CROSSMARK	
Registration Number:	2390337	CROSSMARK	
Registration Number:	3070444	THE WAY TO MARKET	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.177		

OP \$115.00 2457787

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	09/29/2010
Total Attachments: 10 source=Trademark Security Agreement Crossmark#page1.tif source=Trademark Security Agreement Crossmark#page2.tif source=Trademark Security Agreement Crossmark#page3.tif source=Trademark Security Agreement Crossmark#page4.tif source=Trademark Security Agreement Crossmark#page5.tif source=Trademark Security Agreement Crossmark#page6.tif source=Trademark Security Agreement Crossmark#page7.tif source=Trademark Security Agreement Crossmark#page8.tif source=Trademark Security Agreement Crossmark#page9.tif source=Trademark Security Agreement Crossmark#page10.tif	



TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, CROSSMARK, Inc. (herein called "**Grantor**") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, CROSSMARK HOLDINGS, INC., a Delaware corporation (the "**Borrower**") has entered into that certain Senior Subordinated Secured Credit Agreement dated as of the date hereof (as it may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**" and capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among the Borrower, the Lenders party thereto and Chase Capital Corporation, as Administrative Agent;

WHEREAS, pursuant to the terms of the Second Lien Pledge and Security Agreement dated as of September 24, 2010, made by Grantor and certain Affiliates (as such term is defined in the Credit Agreement) of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "**Security Agreement**"), Grantor has granted to Grantee for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the ratable benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (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 acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on **Schedule 1** hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in **Schedule 1** hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, 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 Grantee's discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is 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.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of September, 2010.

CROSSMARK, INC.,
a Delaware corporation

By: Don W. Martin Jr.
Name: Don W. Martin, Jr.
Title: Treasurer

STATE OF Texas §
COUNTY OF Collin §

The foregoing instrument was acknowledged before me on this 23rd day of September, 2010, by Don W. Martin, Jr., the Treasurer of CROSSMARK, INC., a Delaware corporation, on behalf of said corporation.

[STAMP]



Susan A. Parent
Notary Public, State of Texas
Susan A. Parent
(printed name)

My commission expires: 9/20/2011

[Seal]

Acknowledged:

**CHASE CAPITAL CORPORATION, as
Administrative Agent**

By: *Daniel T. Muhling*
Name: Daniel T. Muhling
Title: Principal

STATE OF IL §

COUNTY OF Cook §

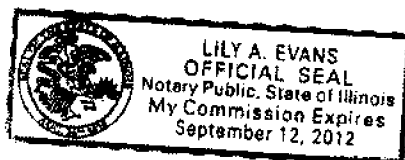
The foregoing instrument was acknowledged before me on this 17 day of September, 2010, by Daniel Muhlberg, the _____ of CHASE CAPITAL CORPORATION, a _____ corporation, on behalf of said corporation.

[STAMP]

[Signature]
Notary Public, State of IL
Lily A. Evans
(printed name)

My commission expires: 9-12-12

[Seal]



Schedule 1
to
Trademark Security Agreement

CROSSMARK, Inc.

UNITED STATES TRADEMARKS

<i>Matter</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action / Notes</i>	<i>Our Reference</i>
CROSSMARK Serial No.: 75/520,209 Filing Date: 07/16/1998 Registration No.: 2,457,787 Registration Date: 06/05/2001	(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others	Crossmark, Inc.	Registered	Renewal Due between 06/05/2010 and 06/05/2011	26961.52
CROSSMARK and Design CROSSMARK Serial No.: 75/533,332 Filing Date: 08/10/1998 Registration No.: 2,390,336 Registration Date: 09/26/2000	(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales volume tracking for others; auditing sales for others; conducting market research and market analysis for others; and display and merchandising services for others	Crossmark, Inc.	Registered	Renewal Due between 09/26/2009 and 09/26/2010	26961.53

TRADEMARK


REEL: 004286 FRAME: 0415

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CROSSMARK, Inc.

Matter	Goods and/or Services	Owner	Status	Next Action / Notes	Our Reference
<p>CROSSMARK and Design with Color</p> <p>CROSSMARK</p> <p>Serial No.: 75/533,335 Filing Date: 08/10/1998 Registration No.: 2,390,337 Registration Date: 09/26/2000</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales volume tracking for others; auditing sales for others; conducting market research and market analysis for others; and display and merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p>Registered</p>	<p>Renewal Due between 09/26/2009 and 09/26/2010</p>	<p>26961.54</p>
<p>GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.</p> <p>Serial No.: 85/062,369 Filing Date: 06/14/2010</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p>Pending</p>	<p>Priority Foreign Filing Due 12/14/2010</p>	<p>26961.81</p>

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to
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CROSSMARK, Inc.

<i>Matter</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action / Notes</i>	<i>Our Reference</i>
<p>Arch Design</p>  <p>Serial No.: 85/062,372 Filing Date: 06/14/2010</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing market research for others; product display and business merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p><i>Pending</i></p>	<p>Priority Foreign Filing Due 12/14/2010</p>	<p>26961.80</p>
<p>THE WAY TO MARKET</p> <p>Serial No.: 78/494,225 Filing Date: February 10, 2009 Registration No.: 3,070,444 Registration Date: 03/21/2006</p>	<p>(35) Manufacturer and retailer representatives in the field of foods and consumer goods, namely, consumer packaged goods, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; tracking sales of volume tracking for others; business auditing services, namely, auditing sales for others; conducting market research for others; business merchandising product display services for others; general business merchandising services, namely marketing; business consulting services in the field of marketing, advertising and sales; advertising agency services; and business consultation in the field of brand development.</p>	<p>Crossmark, Inc.</p>	<p><i>Registered</i></p>	<p>Section 8 & 15 Declaration due between 03/21/2011 and 03/21/2012</p>	<p>26961.27</p>

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to
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CROSSMARK, Inc.

FOREIGN TRADEMARKS

<i>Matter</i>	<i>Country</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action / Notes</i>	<i>Our Reference</i>
CROSSMARK Serial No.: 1101882 Filing Date: 07/02/2010	Mexico	(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, electronics, trading cards, pet food, automotive supplies, lumber, building materials, millwork, flooring, storage containers, paint, plumbing supplies, electrical supplies, hardware, lawn supplies, garden supplies, pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others; and in general, advertising, business management; business administration; office functions	Crossmark, Inc.	Pending	Awaiting Foreign Office Action	26961.82

TRADEMARK LICENSES

None.