

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crossmark, Inc.		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2457787	CROSSMARK
Registration Number:	2390336	CROSSMARK
Registration Number:	2390337	CROSSMARK
Registration Number:	4153852	CROSSVIEW
Registration Number:	4153851	N CROSSVIEW
Serial Number:	85062369	GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.
Registration Number:	4126113	
Registration Number:	4153850	RETAIL BRAND HEALTH
Registration Number:	3070444	THE WAY TO MARKET

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com

OP \$240.00 2457787

Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142819
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	12/26/2012

Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2012 (this "Agreement"), among Crossmark, Inc. (the "Grantor") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WP HORIZON HOLDINGS LLC, a Delaware limited liability company ("Holdings"), WP HORIZON MERGER SUB LLC, a Delaware limited liability company (which merged with and into CROSSMARK HOLDINGS, INC., a Delaware corporation (the "Company") with the Company surviving such merger)(the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Second Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

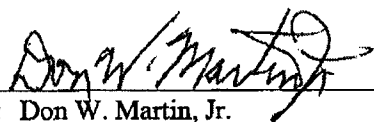
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CROSSMARK, INC., as Grantor

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

[Signature Page to Second Lien Trademark Security Agreement – Crossmark, Inc.]

TRADEMARK
REEL: 004928 FRAME: 0975



**Bank of America, N.A., as Administrative
Agent,**

By: *Maria A. McClain*
Name: Maria A. McClain
Title: Vice President

[Signature Page to Second-Lien Trademark Security Agreement -- Crossmark, Inc.]

**TRADEMARK
REEL: 004928 FRAME: 0976**

Schedule I

Mark	Jurisdiction	Status
CROSSMARK Serial No.: 75/520,209 Filing Date: 07/16/1998	United States	Registration No.: 2,457,787 Registered: 06/05/2001
CROSSMARK and Design CROSSMARK Serial No.: 75/533,332 Filing Date: 08/10/1998	United States	Registration No.: 2,390,336 Registered: 09/26/2000
CROSSMARK and Design with Color CROSSMARK Serial No.: 75/533,335 Filing Date: 08/10/1998	United States	Registration No.: 2,390,337 Registered: 09/26/2000
CROSSVIEW Serial No.: 85/443,112 Filing Date: 10/10/2011	United States	Registration No.: 4,153,852 Registered: 06/05/2012
CROSSVIEW Stylized  Serial No.: 85/443,110 Filing Date: 10/10/2011	United States	Registration: 4,153,851 Registered: 06/05/2012
GROWTH SOLUTIONS. EXCEPTIONAL SERVICE. Serial No.: 85/062,369 Filing Date: 06/14/2010	United States	Pending (allowed)
Arch Design  Serial No.: 85/062,372 Filing Date: 06/14/2010	United States	Registration No.: 4,126,113 Registered: 04/10/2012
RETAIL BRAND HEALTH Serial No.: 85/443,104 Filing Date: 10/10/2011	United States	Registration: 4,153,850 06/05/2012
THE WAY TO MARKET Serial No.: 78/494,225 Filing Date: 10/04/2004	United States	Registration No.: 3,070,444 Registered: 03/21/2006

[Schedule to Second Lien Trademark Security Agreement – Crossmark, Inc.]