

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Arthur, Inc.		12/31/2012	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as Administrative Agent		
Street Address:	31 West 52nd Street, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3810294	WILLIAM ARTHUR	
Registration Number:	3810320	RITA RENNING	
Registration Number:	3834964	THE SIGNATURE OF FINE STATIONERY	
Serial Number:	85296527	LOVE. LIFE. BEAUTIFULLY.	
Serial Number:	85372583	LOVE. LIFE. BEAUTIFULLY.	
Serial Number:	85372628	LOVE. LIFE. BEAUTIFULLY.	
Serial Number:	85372677	LOVE. LIFE. BEAUTIFULLY.	
Serial Number:	85372742	LOVE. LIFE. BEAUTIFULLY.	
Serial Number:	85675234	TRULY	
Serial Number:	85372753	LOVE. LIFE. BEAUTIFULLY.	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

CH \$265.00 3810294

Phone:	6172390746
Email:	kouimet@edwardswildman.com
Correspondent Name:	Kristine L Ouimet, Senior Paralegal
Address Line 1:	111 Huntington Avenue
Address Line 2:	Edwards Wildman Palmer LLP
Address Line 4:	Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	303542.0003
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	06/04/2013

<p><b>Total Attachments: 5</b></p> <p>source=Trademark Security Agreement (William Arthur)#page1.tif</p> <p>source=Trademark Security Agreement (William Arthur)#page2.tif</p> <p>source=Trademark Security Agreement (William Arthur)#page3.tif</p> <p>source=Trademark Security Agreement (William Arthur)#page4.tif</p> <p>source=Trademark Security Agreement (William Arthur)#page5.tif</p>
--

**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS AND TRADEMARK APPLICATIONS)**

WHEREAS, **WILLIAM ARTHUR, INC.**, a Maine corporation ("Grantor"), owns the Trademarks listed on Schedule I annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of August 5, 2011 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Crane & Co., Inc., 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 Amended and Restated Guarantee and Collateral Agreement dated as of August 5, 2011, as supplemented by the Joinder to Guarantee and Collateral Agreement dated as of November 30, 2012 (collectively, 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 31 day of December, 2012.

GRANTOR:

**WILLIAM ARTHUR, INC.**

By: James W. Hackett, Jr.  
Name: James W. Hackett, Jr.  
Title: Secretary

**ACKNOWLEDGED:**

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

By: Robyn Zeller  
Name:  
Title: **Robyn Zeller**  
**President**

*[Signature Page to Trademark Security Agreement]*

## **SCHEDULE I**

**to**

### **Trademark Security Agreement**

#### **WILLIAM ARTHUR, INC. - REGISTERED TRADEMARKS**

- WILLIAM ARTHUR  
Reg. No. 3810294 Registered 29 June 2010 Class 16
- RITA RENNING  
Reg. No. 3810320 Registered 29 June 2010 Class 16
- THE SIGNATURE OF FINE STATIONERY  
Reg. No. 3834964 Registered 17 August 2010 Class 16
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85296527 Filed 15 April 2011 Class 16
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372583 Filed 15 July 2011 Class 11
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372628 Filed 15 July 2011 Class 16
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372677 Filed 15 July 2011 Class 18
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372742 Filed 15 July 2011 Class 26
- TRULY  
App. No. 85675234 Filed 12 July 2012 Class 16

#### **Service Marks:**

- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372742 Filed 15 July 2011 Class 35
- LOVE. LIFE. BEAUTIFULLY  
App. No. 85372753 Filed 15 July 2011 Class 42