

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
A.T.X. International, Inc.		09/06/2013	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA	
Name:	Wilmington Trust, N.A., as Agent for the Secured Parties
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 35		
Property Type	Number	Word Mark
Registration Number:	3131211	APOGEE
Registration Number:	2474521	ATX
Registration Number:	0975508	ATX
Registration Number:	3331869	AUTOCROSS
Registration Number:	3500149	AUTOCROSS LEATHER ACCESSORIES
Registration Number:	3254216	AVENTURA
Registration Number:	0737168	CENTURY
Registration Number:	0606423	CLASSIC
Registration Number:	1188635	CLASSIC BLACK
Registration Number:	2996114	CROSS
Registration Number:	3252193	CROSS
Registration Number:	2309518	CROSS
Registration Number:	0526855	CROSS
Registration Number:	0641038	CROSS

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Registration Number:	0925913	CROSS
Registration Number:	3077290	CROSS
Registration Number:	3581603	CROSS
Registration Number:	2983461	CROSS SIGNATURE
Registration Number:	3521624	CROSS TOWN COMPUTER BAG COLLECTION
Registration Number:	1864260	CROSS TOWNSEND
Registration Number:	2254543	
Registration Number:	0920728	
Registration Number:	1078670	
Registration Number:	0543934	
Registration Number:	0827167	
Registration Number:	2486326	ION
Registration Number:	1984827	KROSS
Registration Number:	1857258	MEDALIST
Registration Number:	2739141	PENATIA
Registration Number:	1144161	SELECT TIP
Registration Number:	4016506	SWITCH-IT
Serial Number:	85964510	A GREAT PEN
Serial Number:	85964538	A GREAT PEN
Serial Number:	78798939	CROSS
Serial Number:	78175099	CROSS

CORRESPONDENCE DATA

Fax Number: 6179518736

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

Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	09/06/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2013, is made by the entity listed on the signature page hereof (“Grantor”), in favor of Wilmington Trust, N.A. (“Wilmington”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 6, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Loan Parties and the Lenders from time to time party thereto and Wilmington, as Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty, Pledge and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty, Pledge and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty, Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty, Pledge and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty, Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 7. Submission to Jurisdiction. THE UNDERSIGNED HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK

SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Agreement, (ii) the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement, (iii) the release of Collateral from the Lien granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A.T.X. INTERNATIONAL, INC.
as Grantor

By: Charles S. Mellen
Name: Charles S. Mellen
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, N.A.,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A.T.X. INTERNATIONAL, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, N.A.,
as Agent

By: 
Name: Meghan H. McCauley
Title: Banking Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	OWNER	CLASS	APPL. NO.	REG. NO.
USA	APOGEE	A.T. X. International, Inc..	16	78/602,171	3,131,211
USA	ATX	A.T. X. International, Inc..	16	75/924,122	2,474,521
USA	ATX Design	A.T. X. International, Inc..	16	72/441209	975,508
USA	AUTOCROSS	A.T. X. International, Inc..	16	78/786,146	3,331,869
USA	AUTOCROSS LEATHER ACCESSORIES	A.T. X. International, Inc..	16,18,20	78/778,520	3,500,149
USA	AVENTURA	A.T. X. International, Inc..	16	78/654,971	3,254,216
USA	CENTURY	A.T. X. International, Inc..	16	72/136118	737,168
USA	CLASSIC	A.T. X. International, Inc..	16	71671933	606423
USA	CLASSIC BLACK	A.T. X. International, Inc..	14	73287769	1188635
USA	CROSS	A.T. X. International, Inc..	9	78/976,294	2,996,114
USA	CROSS	A.T. X. International, Inc..	9	78/131,448	3,252,193
USA	CROSS	A.T. X. International, Inc..	14	75/010,685	2,309,518
USA	CROSS	A.T. X. International, Inc..	16	71/562179	526,855
USA	CROSS	A.T. X. International, Inc..	16	71/695702	641,038
USA	CROSS	A.T. X. International, Inc..	16	72/384137	925,913
USA	CROSS	A.T. X. International, Inc..	35	78/126,581	3,077,290
USA	CROSS	A.T. X. International, Inc..	9, 18, 20	78/112,294	3,581,603
USA	CROSS SIGNATURE	A.T. X. International, Inc..	16	76/211,581	2,983,461
USA	CROSS TOWN COMPUTER BAG COLLECTION	A.T. X. International, Inc..	18	77/190,655	3,521,624
USA	CROSS TOWNSEND	A.T. X. International, Inc..	16	74/324,603	1,864,260
USA	Double Ring Design	A.T. X. International, Inc..	16	75/275,075	2,254,543
USA	FRUSTO-CONICAL	A.T. X. International, Inc..	16	72/380444	920,728
USA	FRUSTO-CONICAL	A.T. X. International, Inc..	16	72/344222	1,078,670
USA	FRUSTO-CONICAL	A.T. X. International, Inc..	16	71/562180	543,934
USA	FRUSTO-CONICAL	A.T. X. International, Inc..	16	72/166073	827,167
USA	ION	A.T. X. International, Inc..	16	76/024,984	2,486,326
USA	KROSS	A.T. X. International, Inc..	16	74650036	1984827
USA	MEDALIST	A.T. X. International, Inc..	16	74/235,453	1,857,258
USA	PENATIA	A.T. X. International, Inc..	16	78/112,359	2,739,141

USA	SELECT TIP	A.T. X. International, Inc..	16	73/218671	1,144,161
USA	SWITCH-IT	A.T. X. International, Inc..	16	77/895,941	4,016,506

2. TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	OWNER	CLASS	APPL. NO.
USA	A GREAT PEN	A.T. X. International, Inc.	16	85,964,510
USA	A GREAT PEN	A.T. X. International, Inc.	35	85,964,538
USA	CROSS	A.T. X. International, Inc..	18	78/798,939
USA	CROSS	A.T. X. International, Inc..	6,11,14,16,18,20,25,26	78/175,099