

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Crosby Group LLC		11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as collateral agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4243785	BLOCK SHOP
Registration Number:	2353585	CG
Registration Number:	3536049	CLAMP-CO INC.
Registration Number:	1085303	COLD TUFF
Registration Number:	2108103	
Registration Number:	1822312	
Registration Number:	1808786	
Registration Number:	1100565	CROSBY
Registration Number:	4360360	CROSBY 8/10
Registration Number:	2542855	CROSBY BUSINESS PARTNER CENTRAL
Registration Number:	3364498	CROSBY CERTPRO ON-LINE CERTIFICATE RETRI
Registration Number:	2542870	CROSBY CUSTOMER CONNECTION
Registration Number:	4389423	CROSBY EASY-LOC
Registration Number:	3076453	CROSBY ELIMINATOR

TRADEMARK

Registration Number:	4075279	CROSBY KUPLEX
Registration Number:	1139374	CROSBY
Registration Number:	2748826	CROSBY MARKET SEGMENTOR
Registration Number:	3469094	CROSBY QC-PRO
Registration Number:	4231515	CROSBY SALES PRO
Registration Number:	4075280	CROSBY TRAWLEX
Registration Number:	2209879	EASY REEVE
Registration Number:	2338958	FATIGUE RATED
Registration Number:	559141	"FIST-GRIP"
Registration Number:	2351845	G209
Registration Number:	2373057	G-450
Registration Number:	810765	
Registration Number:	1012567	GOLDEN GATE
Registration Number:	2179915	IP INTER PRODUCT HOLLAND
Registration Number:	2439307	JOB TOUGH
Registration Number:	3812973	KUPLEX
Registration Number:	758022	LEBUS
Registration Number:	1713002	LIF-LOK
Registration Number:	683522	LOAD RATED
Registration Number:	898578	LOK-A-LOY
Registration Number:	3252282	MAXTOUGH
Registration Number:	1220578	MCKISSICK
Registration Number:	3035460	MCKISSICK EASY-LIFT
Registration Number:	4281513	MCKISSICK OIL PATCH
Registration Number:	3448686	MCKISSICK QUIC-KIT
Registration Number:	3943289	MCKISSICK SPLIT-NUT
Registration Number:	135477	"MISSING LINK"
Registration Number:	809227	PIN-LOK
Registration Number:	978422	QT
Registration Number:	2061967	QUIC-CHECK
Registration Number:	1709700	Q
Registration Number:	2358700	QUIC-PASS
Registration Number:	581026	RED U-BOLT
Registration Number:	156609	
Registration Number:	879897	ROLLOX

	1710684	SHUR-LOC
Registration Number:	2191511	SLING SAVER
Registration Number:	2647068	SPECTRUM 10
Registration Number:	1055423	SPECTRUM 3
Registration Number:	1036073	SPECTRUM 4
Registration Number:	1036075	SPECTRUM 7
Registration Number:	1055424	SPECTRUM 8
Registration Number:	809228	TIP-LOK
Registration Number:	1054949	'TRAWLEX'
Registration Number:	4003884	CROSBY VERIFICATION PRO ON-LINE PRODUCT

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o CahILL Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine carrera legal assistant
Signature:	/Marina Kelly Thomson Reuters/
Date:	11/26/2013

Total Attachments: 10

source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page1.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page2.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page3.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page4.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page5.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page6.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page7.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page8.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page9.tif
source=First Lien Grant of Security Interest in TM (CG) (EXECUTED) (2)#page10.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 22, 2013, is made by The Crosby Group LLC, a Delaware limited liability company (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Crosby Worldwide Limited, a company incorporated under the laws of England and Wales ("Holdings"), Crosby US Acquisition Corp. (the "Company"), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Company, collectively, the "Borrowers"), the Lenders party thereto, UBS AG, Stamford Branch, as Letter of Credit Issuer, Morgan Stanley Bank, N.A., as Letter of Credit Issuer, and the Agent, as the Administrative Agent, the Collateral Agent and the Swingline Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrowers and the Restricted Subsidiaries (other than the Borrowers) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, the Company and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of November 22, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrowers and the Restricted Subsidiaries (other than the Borrowers), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to

the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

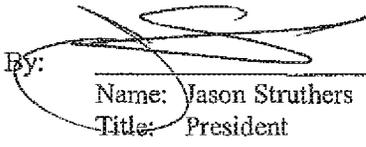
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE CROSBY GROUP LLC,
as the Grantor

By: 

Name: Jason Struthers
Title: President

*Signature Page to Grant of Security Interest in Trademark Rights
First Lien
(The Crosby Group LLC)*

**TRADEMARK
REEL: 005161 FRAME: 0986**

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent

By: Julie Lilienfeld
Name: Julie Lilienfeld
Title: Authorized Signatory

SCHEDULE A

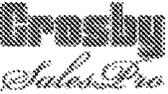
U.S. Trademark Registrations and Applications

[See Attached]

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	APPLICATION NUMBER		REGISTRATION NUMBER	
BLOCK SHOP	85/469,563	11/10/11	4,243,785	11/13
CG	75/698,961	05/06	2,353,585	05/30
CLAMP-CO INC. and Design 	77/261,684	08/22	3,536,049	11/25
COLD TUFF	73/136,668	08/08	1,085,303	02/14
COLOR RED FOR CARBON STEEL HOOKS 	74/628,866	02/02	2,108,103	10/28
COLOR RED FOR SHACKLE PIN 	74/294,154	07/14	1,822,312	02/22
COLORS BLUE & ORANGE ON BLOCKS 	74/189,342	07/29	1,808,786	12/07
CROSBY	73/145,876	10/25	1,100,565	08/29
CROSBY 8/10	85/733,218	09/19	4,360,360	07/02
CROSBY BUSINESS PARTNER CENTRAL and Design 	76/224,310	03/14	2,542,855	02/26

TRADEMARK	APPLICATION NUMBER		REGISTRATION NUMBER	
CROSBY CERTPRO and Design 	77/089,183	01/23	3,364,498	01/08
CROSBY CUSTOMER CONNECTION and Design 	76/226,486	03/19	2,542,870	02/26
CROSBY EASY-LOC 	85/686,516	07/25	4,389,423	08/20
CROSBY ELIMINATOR	78/601,378	04/04	3,076,453	04/04
CROSBY KUPLEX	85/237,041	02/08	4,075,279	12/20
CROSBY Logo 	73/178,158	07/14	1,139,374	09/09
CROSBY MARKET SEGMENTOR	78/100,497	01/02	2,748,826	08/05
CROSBY QC-PRO	77/216,907	06/27	3,469,094	07/15
CROSBY SALES PRO and Design 	85/531,003	02/01	4,231,515	10/23
CROSBY TRAWLEX	85/237,061	02/08	4,075,280	12/20
EASY REEVE	75/355,910	09/10	2,209,879	12/08
FATIGUE RATED and Design	75/235,082	01/30	2,338,958	04/04
FIST-GRIP	71/617,406	08/07	559,141	05/20
G209	75/745,696	07/08	2,351,845	05/23

TRADEMARK	APPLICATION NUMBER		REGISTRATION NUMBER	
G450	75/831,447	10/25	2,373,057	08/01
GOLD COLORED LATCH FOR SAFETY HOOKS	72/214,426	03/18	810,765	07/05
GOLDEN GATE	72/456,686	05/07	1,012,567	06/03
IP INTER PRODUCT HOLLAND	75/160,431	09/04	2,179,915	08/11
JOB TOUGH	75/692,670	04/27	2,439,307	03/27
KUPLEX	77/750,643	06/03	3,812,973	07/06
LEBUS	72/145,231	05/23	758,022	10/08
LIF-LOK	74/073,581	06/28	1,713,002	09/08
LOAD RATED	72/045,441	02/07	683,522	08/18
LOK-A-LOY	72/354,109	03/16	898,578	09/15
MAXTOUGH (stylized) 	78/497,153	10/08	3,252,282	06/12
McKISSICK	73/280,804	10/07	1,220,578	12/21
McKISSICK EASY-LIFT	78/511,145	11/04	3,035,460	12/27
McKISSICK OIL PATCH	85/469,607	11/10	4,281,513	01/29
McKISSICK QUIC-KIT	77/302,107	10/11	3,448,686	06/17
McKISSICK SPLIT-NUT	85/023,249	04/26	3,943,289	04/12
MISSING LINK	71/116,308	03/05/19	135,477	10/12/19
PIN-LOK	72/214,424	03/18	809,227	05/31
QT	72/451,227	03/12	978,422	02/12
QUIC-CHECK	74/654,627	03/31	2,061,967	05/13
Q & Checkmark Design 	74/173,362	06/06	1,709,700	08/25

TRADEMARK	APPLICATION NUMBER		REGISTRATION NUMBER	
QUIC PASS	75/622,194	01/19	2,358,700	06/13
RED U-BOLT 	71/638,388	11/21	581,026	10/13
RED U-BOLT and Design	71/154,256	10/18/19	156,609	07/11/19
ROLLOX	72/320,426	03/03	879,897	11/04
SHUR-LOC	74/035,810	03/08	1,710,684	08/25
SLING SAVER	75/265,261	03/27	2,191,511	09/22
SPECTRUM 10	76/267,709	06/06	2,647,068	11/05
SPECTRUM 3	73/087,552	05/17	1,055,423	01/04
SPECTRUM 4	73/043,029	01/30	1,036,073	03/23
SPECTRUM 7	73/043,031	01/30	1,036,075	03/23
SPECTRUM 8	73/087,553	05/17	1,055,424	01/04
TIP-LOK	72/214,425	03/18	809,228	05/31
TRAWLEX	73/061,586	08/28	1,054,949	12/28
CROSBY VERIFICATION PRO ON-LINE PRODUCT VERIFICATION PROGRAM and Design 	85/128,470	09/13	4,003,884	07/26