

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FKI Industries Inc.		11/22/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	677 Washington Blvd., 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	0958853	ACCO
Registration Number:	0941919	ACCO
Registration Number:	0948963	ACCO
Registration Number:	0646702	ACCO
Registration Number:	0373896	ACCO
Registration Number:	0256346	ACCO
Registration Number:	1982494	ACCOLIFT
Registration Number:	1120371	
Registration Number:	0879882	LOUDEN
Registration Number:	1001243	M
Registration Number:	0423440	MANSAVER
Registration Number:	1070914	MAN-STAX
Registration Number:	1200132	NUTTING
Registration Number:	0170547	NUTTING

OP \$590.00 0958853

Registration Number:	2828079	SPEEDWAY
Registration Number:	2080301	SPEEDWAY
Registration Number:	2840315	SPEEDWAY THE NEW CENTURY SERIES
Registration Number:	2090094	SPEEDWAY THE NEW CENTURY SERIES
Registration Number:	0628630	VAC-U-LIFT
Registration Number:	1051131	WORK-RATED
Registration Number:	1912252	WORK-RATED THE NEW CENTURY SERIES
Registration Number:	0790317	WRIGHT
Registration Number:	0774929	WRIGHT-WAY

**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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera Legal Assistant
<b>Signature:</b>	/Marina Kelly Thomson Reuters/
<b>Date:</b>	11/27/2013

**Total Attachments: 7**

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SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 22, 2013, is made by FKI Industries Inc., a New York corporation (the "Grantor"), in favor of UBS AG, Stamford Branch, 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 Second Lien 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 the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to 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 Second 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, 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.

FKI INDUSTRIES INC.,  
as the Grantor

By: 


\_\_\_\_\_  
Name: Jason Struthers  
Title: President

*Signature Page to Grant of Security Interest in Trademark Rights  
Second Lien  
(FKI Industries Inc.)*


**TRADEMARK**  
**REEL: 005162 FRAME: 0620**

UBS AG, STAMFORD BRANCH  
as the Collateral Agent

By:

  
Name: Lana Gifas  
Title: Director

By:

  
Name: Jennifer Anderson  
Title: Associate Director

*Signature Page to Grant of Security Interest in Trademark Rights  
Second Lien  
(FKI Industries Inc.)*

**TRADEMARK**  
**REEL: 005162 FRAME: 0621**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

[See Attached]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>		<b>REGISTRATION NUMBER</b>	
ACCO	72/412410	01/12/1972	0958853	05/15/1973
ACCO	72/377241	11/27/1970	0941919	08/29/1972
ACCO	72/377245	11/27/1970	0948963	12/19/1972
ACCO	72/015166	09/06/1956	0646702	06/11/1957
ACCO	71/421230	07/01/1939	0373896	12/26/1939
ACCO	71/199201	06/27/1924	0256346	05/14/1929
ACCOLIFT	74/694650	06/28/1995	1982494	06/25/1996
DESIGN ONLY	73/174129	06/19/1978	1120371	06/19/1979
LOUDEN	72/297835	05/10/1968	0879882	11/04/1969
M	72/454958	04/18/1973	1001243	01/07/1975
MANSAVER	71/478456	01/10/1945	0423440	09/03/1946
MAN-STAX	73/101103	09/27/1976	1070914	08/09/1977
NUTTING	73/278905	09/22/1980	1200132	07/06/1982
NUTTING	71/173240	12/12/1922	0170547	07/17/1923
SPEEDWAY	78/248890	05/13/2003	2828079	03/30/2004
SPEEDWAY	75/087561	04/12/1996	2080301	07/15/1997
SPEEDWAY THE NEW CENTURY SERIES	78/248894	05/13/2003	2840315	05/11/2004
SPEEDWAY THE NEW CENTURY SERIES	75/088308	04/12/1996	2090094	08/19/1997
VAC-U-LIFT	71/697527	11/02/1955	0628630	06/12/1956
WORK-RATED	73/073211	12/31/1975	1051131	10/26/1976
WORK-RATED THE NEW CENTURY SERIES	74/489011	02/14/1994	1912252	08/15/1995
WRIGHT	72/205556	11/05/1964	0790317	06/01/1965
WRIGHT-WAY	72/180264	11/01/1963	0774929	08/11/1964