

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313039

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C & C North America, Inc.		07/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JP Morgan Chase Bank, N.A.		
<b>Street Address:</b>	22200 Ross Avenue		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3386383	S	
<b>Registration Number:</b>	3388845	LEATHER	
<b>Registration Number:</b>	3189042	SENSA	
<b>Registration Number:</b>	3547274	SENGUARD	
<b>Registration Number:</b>	3886701	ECO	
<b>Registration Number:</b>	3773022	FUENTERA	
<b>Registration Number:</b>	3881823	AMERICAN QUARTZ	
<b>Registration Number:</b>	3701929	MARLIQUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132233717		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7132261200		
<b>Email:</b>	rljackson@lockelord.com		
<b>Correspondent Name:</b>	LOCKE LORD LLP		
<b>Address Line 1:</b>	600 TRAVIS		
<b>Address Line 2:</b>	SUITE 2800		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002-3095		
<b>ATTORNEY DOCKET NUMBER:</b>	0013214-00078		

CH \$215.00 3386383

<b>NAME OF SUBMITTER:</b>	Robert Jackson
<b>SIGNATURE:</b>	/ROBERT JACKSON/
<b>DATE SIGNED:</b>	08/05/2014
<b>Total Attachments: 4</b> source=CC North America EXECUTED Trademark Security Agreement (CC North America Inc )#page1.tif source=CC North America EXECUTED Trademark Security Agreement (CC North America Inc )#page2.tif source=CC North America EXECUTED Trademark Security Agreement (CC North America Inc )#page3.tif source=CC North America EXECUTED Trademark Security Agreement (CC North America Inc )#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 31, 2014, is by and between C & C NORTH AMERICA, INC., a Delaware corporation ("Grantor"), whose address is 2245 Texas Drive, Suite 600, Houston, Texas 77479, Attention: Ferran Rodriguez, CFO and Christian A. Garza, Corporate Secretary, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 22200 Ross Ave., 9th Floor, Dallas, Texas 75201, Attention: Jennifer S. Heard, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Administrative Agent, Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, Grantor, the other Loan Parties, Administrative Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Grantor, the other Loan Parties and Administrative Agent have entered into a Pledge and Security Agreement of even date herewith (said Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof; (v) all rights to sue for past, present, and future infringements of any of the foregoing,

including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

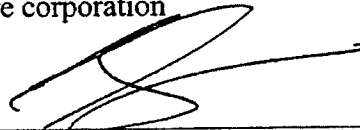
2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and any other holders of any Secured Obligations, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

*[Signature Page(s) to Follow]*

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

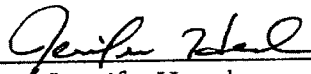
"Grantor"

C & C NORTH AMERICA, INC.,  
a Delaware corporation

By:   
Name: Christian A. G403A  
Title: Corporate Secretary

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,  
a national banking association, as Administrative Agent

By:   
Name: Jennifer Heard  
Title: Authorized Officer

Attachment:

Schedule 1 - Trademarks

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

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**TRADEMARK  
REEL: 005337 FRAME: 0563**

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

File Number	Trademark	Country	Owner	Status	Application Number	File Date	Registration Number	Registration Date
012018-0400	S (Stylized)	US	C & C North America, Inc.	Registered	78,670,518	7/14/2005	3,386,383	2/19/2008
012018-0600	LEATHER	US	C & C North America, Inc.	Registered	78,696,696	8/19/2005	3,388,845	2/26/2008
012018-0700	SENSA	US	C & C North America, Inc.	Registered	78,697,393	8/22/2005	3,189,042	12/26/2006
012018-0702	SENSA	MX	Tacom, L.P. d/b/a Cosentino U.S.A merged with and into C & C North America, Inc.	Registered	849327	4/18/2007	990876	6/28/2007
012018-1600	SENGUARD	US	C & C North America, Inc.	Registered	77,000,471	9/15/2006	3,547,274	12/16/2008
012018-1601	SENGUARD	CA	C & C North America, Inc.	Registered	1,339,374	3/15/2007	TMA764,598	4/20/2010
012018-1602	SENGUARD	BR	Tacom, L.P. d/b/a Cosentino U.S.A merged with and into C & C North America, Inc.	Registered	829045490	3/15/2007	829045490	9/21/2010
012018-2200	ECO	US	C & C North America, Inc.	Registered	77,425,185	3/18/2008	3,886,701	12/7/2010
012018-2900	FUENTERA	US	C & C North America, Inc.	Registered	77,649,542	1/14/2009	3,773,022	4/6/2010
012018-3200	AMERICAN QUARTZ	US	C & C North America, Inc.	Registered-Supp	77,761,005	6/16/2009	3,881,823	11/23/2010
012018-4000	MARLIQUE	US	C & C North America, Inc.	Registered	77,021,077	10/13/2006	3,701,929	10/27/2009
012018-4001	MARLIQUE	CA	C & C North America, Inc.	Registered	1,321,892	10/27/2006	TMA799,974	6/14/2011