

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub Pen Company, LLC		03/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	4884936	XACT CHROME	
Registration Number:	4870502	MACAW	
Registration Number:	4870504	ZIANO	
Registration Number:	4870507	MEEMO	
Registration Number:	4884943	ZENWU	
Registration Number:	4870522	BELLBOY	
Registration Number:	4870524	TURACO	
Registration Number:	4799678	RTX	
Registration Number:	4799693	ZENTRIO	
Registration Number:	4801429	ORTEGA	
Registration Number:	4799694	VARSALA	
Registration Number:	4803836	CONSUELO	
Registration Number:	4803837	MATEO	
Registration Number:	4799697	NITROUS	
Registration Number:	4715735	SUNDROP	
Registration Number:	4770606	MORETTI	
Registration Number:	4770607	FARELLA	
Registration Number:	4621050	LUXURIA	
Registration Number:	4861794	BELIZE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4624471	VERACRUZ
Registration Number:	4621059	VIVACIO
Registration Number:	4621060	MOTOGRIP
Registration Number:	4621069	CHILLEX
Registration Number:	4719129	FIJI CHROME
Registration Number:	4801320	TORANO
Registration Number:	4879319	SMOOTHSCRIPT
Registration Number:	4621070	TEXTARI
Registration Number:	4621073	BENICIA
Registration Number:	4621072	PRIMAGEL
Registration Number:	4621075	BERLINETA
Registration Number:	4746197	CARRITA
Registration Number:	4376626	ZENTALI
Registration Number:	4384060	DUBLIN
Registration Number:	4483749	JIMMYVEE
Registration Number:	4376560	GUILLOX
Registration Number:	4376561	SIRRONA
Registration Number:	4376562	ZONITA
Registration Number:	4380349	HULO
Registration Number:	4376522	DUET
Registration Number:	4376294	MARDI GRAS
Registration Number:	4426419	MAXGLIDE
Registration Number:	4422813	MAXGLIDE CLICK
Registration Number:	4419604	MAXGLIDE STICK
Registration Number:	4130595	JAVALINA JEWEL
Registration Number:	4025857	HUB REVOLUTION
Registration Number:	3892222	ENJOY WRITING
Registration Number:	3810208	MONACO CLASSIC
Registration Number:	3810074	JAVALINA SPLASH
Registration Number:	3810075	BONSAI
Registration Number:	3810076	SPRITE
Registration Number:	3776558	TRANSLUCENT WRITER
Registration Number:	3580242	DAVENPORT
Registration Number:	3580244	SAGAMORE
Registration Number:	3580245	SAMBA
Registration Number:	3297000	LOBO
Registration Number:	3296896	HUB PEN COMPANY
Registration Number:	3293376	JAVALINA

Property Type	Number	Word Mark
Registration Number:	4771702	SPORTIVA
Serial Number:	86858665	JANITA
Serial Number:	86858701	TOP CAT
Serial Number:	86839793	QUADTRI
Serial Number:	86830593	STREAMGLIDE
Serial Number:	86830980	AXONITE
Serial Number:	86826215	TRANSLUCENT WRITER
Serial Number:	86774949	LEVANTA
Serial Number:	86732392	SIMPATICO
Serial Number:	86627003	JAVALINA SPRING
Serial Number:	86515924	TRENTINI
Serial Number:	86510635	SANTORINI TORCH

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283/018

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/24/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 23rd day of March, 2016, by Hub Pen Company, LLC, a Delaware limited liability company (“Grantor”), in favor of Crescent Direct Lending, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 23, 2016 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 23, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

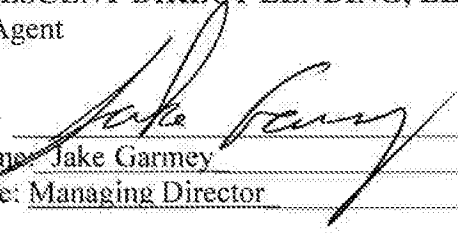
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HUB PEN COMPANY, LLC

By: Joseph Fleming
Name: Joseph Fleming
Title: President

Agreed and Accepted
As of the Date First Written Above

CRESCENT DIRECT LENDING, LLC,
as Agent

By: 
Name: Jake Garmey
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
XACT CHROME	4884936	12-JAN-2016
MACAW	4870502	15-DEC-2015
ZIANO	4870504	15-DEC-2015
MEEMO	4870507	15-DEC-2015
ZENWU	4884943	12-JAN-2016
BELLBOY	4870522	15-DEC-2015
TURACO	4870524	15-DEC-2015
RTX	4799678	25-AUG-2015
ZENTRIO	4799693	25-AUG-2015
ORTEGA	4801429	25-AUG-2015
Translation: SANDGROUSE		
VARSALA	4799694	25-AUG-2015
CONSUELO	4803836	01-SEP-2015
Translation: COMFORT		
MATEO	4803837	01-SEP-2015
NITROUS	4799697	25-AUG-2015
SUNDRUP	4715735	07-APR-2015
MORETTI	4770606	07-JUL-2015
FARELLA	4770607	07-JUL-2015
LUXURIA	4621050	14-OCT-2014
BELIZE	4861794	01-DEC-2015
VERACRUZ	4624471	21-OCT-2014
VIVACIO	4621059	14-OCT-2014
MOTOG RIP	4621060	14-OCT-2014
CHILLEX	4621069	14-OCT-2014
FIJI CHROME	4719129	14-APR-2015
TORANO	4801320	25-AUG-2015
SMOOTHSCRIPT	4879319	05-JAN-2016

TEXTARI	4621070	14-OCT-2014
BENICIA	4621073	14-OCT-2014
PRIMAGEL	4621072	14-OCT-2014
BERLINETA	4621075	14-OCT-2014
CARRITA	4746197	02-JUN-2015
ZENTALI	4376626	30-JUL-2013
DUBLIN	4384060	13-AUG-2013
JIMMYVEE	4483749	18-FEB-2014
GUILLOX	4376560	30-JUL-2013
SIRRONA	4376561	30-JUL-2013
ZONITA	4376562	30-JUL-2013
HULO	4380349	06-AUG-2013
DUET	4376522	30-JUL-2013
MARDI GRAS	4376294	30-JUL-2013
MAXGLIDE	4426419	29-OCT-2013
MAXGLIDE CLICK	4422813	22-OCT-2013
MAXGLIDE STICK	4419604	15-OCT-2013
JAVALINA JEWEL	4130595	24-APR-2012
HUB REVOLUTION	4025857	13-SEP-2011
ENJOY WRITING	3892222	21-DEC-2010
<i>enjoy writing</i> 		
MONACO CLASSIC	3810208	29-JUN-2010
JAVALINA SPLASH	3810074	29-JUN-2010
BONSAI	3810075	29-JUN-2010
SPRITE	3810076	29-JUN-2010
TRANSLUCENT WRITER	3776558	13-APR-2010
DAVENPORT	3580242	24-FEB-2009
SAGAMORE	3580244	24-FEB-2009
SAMBA	3580245	24-FEB-2009
LOBO	3297000	25-SEP-2007

HUB PEN COMPANY	3296896	25-SEP-2007
JAVALINA	3293376	18-SEP-2007
SPORTIVA	4771702	14-JUL-2015

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
JANITA	86858665	28-DEC-2015
TOP CAT	86858701	28-DEC-2015
QUADTRI	86839793	04-DEC-2015
STREAMGLIDE	86830593	24-NOV-2015
AXONITE	86830980	24-NOV-2015
TRANSLUCENT WRITER	86826215	19-NOV-2015
LEVANTA	86774949	01-OCT-2015
Translation: ELEVATE		
SIMPATICO	86732392	21-AUG-2015
JAVALINA SPRING	86627003	12-MAY-2015
TRENTINI	86515924	27-JAN-2015
Translation: TRENTINO		
SANTORINI TORCH	86510635	22-JAN-2015