

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.T.X. International, Inc.		11/07/2014	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: 22			
Property Type	Number	Word Mark	
Registration Number:	1237284		
Registration Number:	1419141		
Registration Number:	1270709		
Registration Number:	2239374	PRELUDE	
Registration Number:	4502435	SAGARIS	
Registration Number:	0417362	SENTINEL	
Registration Number:	3311866	SENTINEL	
Registration Number:	0521096	SHEAFFER	
Registration Number:	4518494	SHEAFFER	
Registration Number:	4582909	SHEAFFER	
Registration Number:	0572469	SHEAFFER	
Registration Number:	0794299	SHEAFFER	
Registration Number:	2287851	SHEAFFER LEGACY	
Registration Number:	0142760	SKRIP	
Registration Number:	0675414	SKRIP	
Registration Number:	4343247	TARANIS	
Registration Number:	3295445	VALOR	
Registration Number:	2009083	VIEWPOINT	
Registration Number:	2285361	WHITE DOT	

OP \$565.00 1237284

Property Type	Number	Word Mark
Registration Number:	0217404	
Registration Number:	1736489	
Serial Number:	78233252	AGIO COMPACT

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 10/13/2016

Total Attachments: 8

source=Cross - Supplement to Trademark Security Agreement (Executed)#page1.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page2.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page3.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page4.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page5.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page6.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page7.tif

source=Cross - Supplement to Trademark Security Agreement (Executed)#page8.tif

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of November 7, 2014, 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, Grantor has executed and delivered to Agent, for the benefit of the Secured Parties, and Agent has accepted and acknowledged, that certain Trademark Security Agreement, dated as of September 6, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Trademark Security Agreement") pursuant to (i) that certain 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 (ii) that certain Guaranty, Pledge and Security Agreement, dated as of September 6, 2013, in favor of Agent (as the same may be amended, restated, supplemented and/or 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 Supplement to Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Supplement 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. Confirmation of Trademark Security Agreement. As hereby supplemented, the Trademark Security Agreement is in all respects ratified and confirmed and remains in full force and effect.

Section 5. 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 6. Counterparts. This Supplement 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 7. Governing Law. THIS SUPPLEMENT 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 8. 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 SUPPLEMENT 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 SUPPLEMENT 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 SUPPLEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 9. 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 Supplement, (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 Supplement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Supplement to 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: Carrie L. Ortner
Name: Carrie L. Ortner
Title: Director

ACCEPTED AND AGREED
as of the date first above written:


WILMINGTON TRUST, N.A.,

as Agent

By:

Name:

Title:

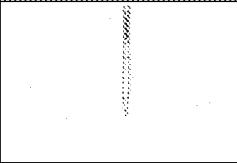
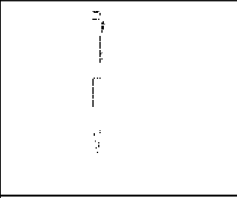
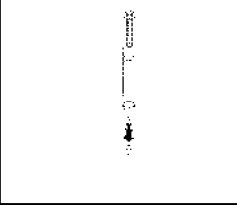


Cora Holland-Koller
Banking Officer


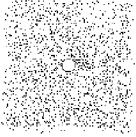
SCHEDULE 1
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	OWNER	APPL. NO./DATE	REG. NO./DATE
USA		A.T. X. International, Inc..	73380377 17-Aug-1982	1237284 10-May-1983
USA		A.T. X. International, Inc..	73376618 26-Jul-1982	1419141 2-Dec-1986
USA		A.T. X. International, Inc..	73376617 26-Jul-1982	1270709 20-Mar-1984
USA	PRELUDE	A.T. X. International, Inc..	75211760 11-Dec-1996	2239374 13-Apr-1999
USA	SAGARIS	A.T. X. International, Inc..	85687690 26-Jul-2012	4502435 25-Mar-2014
USA	SENTINEL	A.T. X. International, Inc..	71483795 25-May-1945	417362 23-Oct-1945
USA	SENTINEL	A.T. X. International, Inc..	78763783 30-Nov-2005	3311866 16-Oct-2007
USA	SHEAFFER	A.T. X. International, Inc..	71527919 5-Jul-1947	0521096 21-Feb-1950

USA	SHEAFFER	A.T. X. International, Inc..	85686173 25-Jul-2012	4518494 22-Apr-2014
USA	SHEAFFER	A.T. X. International, Inc..	85965450 20-Jun-2013	4582909 12-Aug-2014
USA	SHEAFFER	A.T. X. International, Inc..	71527676 5-Jul-1947	572469 31-Mar-1953
USA	SHEAFFER	A.T. X. International, Inc..	72201624 10-Sep-1964	794299 17-Aug-1965
USA	SHEAFFER LEGACY	A.T.X. International, Inc.	75551735 11-Sep-1998	2287851 19-Oct-1999
USA		A.T. X. International, Inc..	71133851 17-Jun-1920	142760 17-May-1921
USA		A.T. X. International, Inc..	72053835 18-Jun-1958	675414 17-Mar-1959
USA	TARANIS	A.T. X. International, Inc..	85424623 16-Sep-2011	4343247 28-May-2013
USA	VALOR	A.T. X. International, Inc..	78797982 24-Jan-2006	3295445 18-Sep-2007
USA	VIEWPOINT	A.T. X. International, Inc..	74637517 23-Feb-1995	2009083 15-Oct-1996
USA	WHITE DOT	A.T. X. International, Inc..	75551748 11-Sep-1998	2285361 12-Oct-1999

USA		A.T. X. International, Inc..	71211057 14-Mar-1925	217404 31-Aug-1926
USA		A.T. X. International, Inc..	74215999 28-Oct-1991	1736489 1-Dec-1992

2. TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	OWNER	APPL. NO./DATE
USA	AGIO COMPACT	A.T. X. International, Inc..	78233252 2-Apr-2003