

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453979

<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>
Transom Cross US LLC		11/14/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encina Business Credit SPV, LLC		
<b>Street Address:</b>	123 N. Wacker Drive		
<b>Internal Address:</b>	Suite 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86650801	CROSS	
<b>Serial Number:</b>	87512306	VIEWPOINT	
<b>Registration Number:</b>	0142760	SKRIP	
<b>Registration Number:</b>	0217404		
<b>Registration Number:</b>	0417362	SENTINEL	
<b>Registration Number:</b>	0521096	SHEAFFER	
<b>Registration Number:</b>	0526855	CROSS	
<b>Registration Number:</b>	0543934		
<b>Registration Number:</b>	0572469	SHEAFFER	
<b>Registration Number:</b>	0606423	CLASSIC	
<b>Registration Number:</b>	0641038	CROSS	
<b>Registration Number:</b>	0675414	SKRIP	
<b>Registration Number:</b>	0737168	CENTURY	
<b>Registration Number:</b>	0794299	SHEAFFER	
<b>Registration Number:</b>	0827167		
<b>Registration Number:</b>	0920728		
<b>Registration Number:</b>	0925913	CROSS	
<b>Registration Number:</b>	1078670		
<b>TRADEMARK</b>			

OP \$1265.00 86650801

Property Type	Number	Word Mark
Registration Number:	1144161	SELECT TIP
Registration Number:	1237284	
Registration Number:	1270709	
Registration Number:	1419141	
Registration Number:	1736489	
Registration Number:	1857258	MEDALIST
Registration Number:	1864260	CROSS TOWNSEND
Registration Number:	2239374	PRELUDE
Registration Number:	2254543	
Registration Number:	2285361	WHITE DOT
Registration Number:	2287851	SHEAFFER LEGACY
Registration Number:	2309518	CROSS
Registration Number:	2474521	ATX
Registration Number:	2486326	ION
Registration Number:	2996114	CROSS
Registration Number:	3077290	CROSS
Registration Number:	3131211	APOGEE
Registration Number:	3252193	CROSS
Registration Number:	3254216	AVENTURA
Registration Number:	3295445	VALOR
Registration Number:	3311866	SENTINEL
Registration Number:	3581603	CROSS
Registration Number:	4016506	SWITCH-IT
Registration Number:	4343247	TARANIS
Registration Number:	4502435	SAGARIS
Registration Number:	4518494	SHEAFFER
Registration Number:	4582909	SHEAFFER
Registration Number:	4675550	INK WHAT MATTERS
Registration Number:	4740744	SATNINK
Registration Number:	4745049	THE SATIN SMOOTH HYBRID TECHNOLOGY
Registration Number:	4773133	CROSS
Registration Number:	4983359	CROSS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3128637141

**Email:** kristen.lange@goldbergkohn.com

**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7528.008

**NAME OF SUBMITTER:** Kristen N. Lange

**SIGNATURE:** /kristenlange/

**DATE SIGNED:** 12/11/2017

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of November 14, 2017 and is by TRANSOM CROSS US LLC, a Delaware limited liability company ("**Grantor**"), in favor of ENCINA BUSINESS CREDIT SPV, LLC, as lender under the Loan and Security Agreement (as defined herein) ("**Lender**").

### RECITALS

A. Grantor and Lender have entered into a Loan and Security Agreement dated as of November 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Lender shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Lender's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the

foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

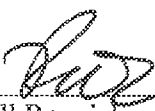
This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREUNDER.

**[signature page follows]**


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRANSOM CROSS US LLC

By:   
Name: Russell Roenick  
Title: President

Acknowledged:

**ENCINA BUSINESS CREDIT SPV, LLC**

By:   
Name: Stephen Beriau  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006225 FRAME: 0200**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks and Exclusive Trademark Licenses**

<b>Grantor</b>	<b>Trademark Title</b>	<b>Trademark Application Number / Filing Date</b>	<b>Trademark Registration Number / Date of Registration</b>
Transom Cross US LLC		86/650801 03-JUN-2015	
Transom Cross US LLC	VIEWPOINT	87/512306 30-JUN-2017	
Transom Cross US LLC	<i>Skrip</i>	71/133851 17-JUN-1920	0142760 17-MAY-1921
Transom Cross US LLC		71/211057 14-MAR-1925	0217404 31-AUG-1926
Transom Cross US LLC	SENTINEL	71/483795 25-MAY-1945	0417362 23-OCT-1945
Transom Cross US LLC	SHEAFFER	71/527919 05-JUL-1947	0521096 21-FEB-1950
Transom Cross US LLC	CROSS	71/562179 26-JUL-1948	0526855 27-JUN-1950
Transom		71/562180 26-JUL-1948	0543934 19-JUN-1951



Cross US LLC			
Transom Cross US LLC	SHEAFFER	71/527676 05-JUL-1947	0572469 31-MAR-1953
Transom Cross US LLC	<i>Classic</i>	71/671933 19-AUG-1954	0606423 24-MAY-1955
Transom Cross US LLC	CROSS	71/695702 03-OCT-1955	0641038 05-FEB-1957
Transom Cross US LLC	<i>Skip</i>	72/053835 18-JUN-1958	0675414 17-MAR-1959
Transom Cross US LLC	CENTURY	72/136118 19-JAN-1962	0737168 04-SEP-1962
Transom Cross US LLC	SHEAFFER	72/201624 10-SEP-1964	0794299 17-AUG-1965
Transom Cross US LLC		72/166073 04-APR-1963	0827167 11-APR-1967
Transom Cross US LLC		72/380444 08-JAN-1971	0920728 21-SEP-1971
Transom Cross US	CROSS	72/384137 18-FEB-1971	0925913 21-DEC-1971

LLC			
Transom Cross US LLC		72/344222 21-NOV-1969	1078670 29-NOV-1977
Transom Cross US LLC	SELECT TIP	73/218671 07-JUN-1979	1144161 23-DEC-1980
Transom Cross US LLC		73/380377 17-AUG-1982	1237284 10-MAY-1983
Transom Cross US LLC		73/376617 26-JUL-1982	1270709 20-MAR-1984
Transom Cross US LLC		73/376618 26-JUL-1982	1419141 02-DEC-1986
Transom Cross US LLC		74/215999 28-OCT-1991	1736489 01-DEC-1992
Transom Cross US LLC	MEDALIST	74/235453 02-JAN-1992	1857258 04-OCT-1994
Transom Cross US LLC	CROSS TOWNSEND	74/324603 22-OCT-1992	1864260 22-NOV-1994
Transom Cross US LLC	PRELUDE	75/211760 11-DEC-1996	2239374 13-APR-1999

Transom Cross US LLC		75/275075 15-APR-1997	2254543 15-JUN-1999
Transom Cross US LLC	WHITE DOT	75/551748 11-SEP-1998	2285361 12-OCT-1999
Transom Cross US LLC	SHEAFFER LEGACY	75/551735 11-SEP-1998	2287851 19-OCT-1999
Transom Cross US LLC	CROSS	75/010685 26-OCT-1995	2309518 18-JAN-2000
Transom Cross US LLC	ATX	75/924122 22-FEB-2000	2474521 31-JUL-2001
Transom Cross US LLC	ION	76/024984 12-APR-2000	2486326 04-SEP-2001
Transom Cross US LLC	CROSS	78/976294 28-MAY-2002	2996114 13-SEP-2005
Transom Cross US LLC	CROSS	78/126581 06-MAY-2002	3077290 04-APR-2006
Transom Cross US LLC	APOGEE	78/602171 05-APR-2005	3131211 15-AUG-2006
Transom Cross US LLC	CROSS	78/131448 28-MAY-2002	3252193 12-JUN-2007
Transom Cross US LLC	AVENTURA	78/654971 21-JUN-2005	3254216 19-JUN-2007

Transom Cross US LLC	VALOR	78/797982 24-JAN-2006	3295445 18-SEP-2007
Transom Cross US LLC	SENTINEL	78/763783 30-NOV-2005	3311866 16-OCT-2007
Transom Cross US LLC	CROSS	78/112294 04-MAR-2002	3581603 24-FEB-2009
Transom Cross US LLC	SWITCH-IT	77/895941 17-DEC-2009	4016506 23-AUG-2011
Transom Cross US LLC	TARANIS	85/424623 16-SEP-2011	4343247 28-MAY-2013
Transom Cross US LLC	SAGARIS	85/687690 26-JUL-2012	4502435 25-MAR-2014
Transom Cross US LLC	SHEAFFER	85/686173 25-JUL-2012	4518494 22-APR-2014
Transom Cross US LLC		85/965450 20-JUN-2013	4582909 12-AUG-2014

	SHEAFFER		
Transom Cross US LLC	INK WHAT MATTERS	86/380200 28-AUG-2014	4675550 20-JAN-2015
Transom Cross US LLC	SATNINK	86/298176 02-JUN-2014	4740744 19-MAY-2015
Transom Cross US LLC	THE SATIN SMOOTH HYBRID TECHNOLOGY	86/298180 02-JUN-2014	4745049 26-MAY-2015
Transom Cross US LLC	CROSS	78/798939 25-JAN-2006	4773133 14-JUL-2015
Transom Cross US LLC	CROSS	78/175099 16-OCT-2002	4983359 21-JUN-2016