

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Resigning Agent		02/25/2019	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Successor Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2457787	CROSSMARK	
Registration Number:	2390336	CROSSMARK	
Registration Number:	2390337	CROSSMARK	
Registration Number:	4153852	CROSSVIEW	
Registration Number:	4153851	N CROSSVIEW	
Registration Number:	4214448	GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.	
Registration Number:	4126113		
Registration Number:	4153850	RETAIL BRAND HEALTH	
Registration Number:	3070444	THE WAY TO MARKET	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

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NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/25/2019
Total Attachments: 5 source=Crossmark - Assignment of Intellectual Property Security Agreement (Crossmark Inc.)#page1.tif source=Crossmark - Assignment of Intellectual Property Security Agreement (Crossmark Inc.)#page2.tif source=Crossmark - Assignment of Intellectual Property Security Agreement (Crossmark Inc.)#page3.tif source=Crossmark - Assignment of Intellectual Property Security Agreement (Crossmark Inc.)#page4.tif source=Crossmark - Assignment of Intellectual Property Security Agreement (Crossmark Inc.)#page5.tif	

**ASSIGNMENT OF SECOND LIEN TRADEMARK
SECURITY AGREEMENT**

This **ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 25, 2019, is between **BANK OF AMERICA, N.A.** (as the resigning administrative agent, the “**Resigning Agent**”) and **CORTLAND CAPITAL MARKET SERVICES LLC** (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

RECITALS:

WHEREAS, CROSSMARK HOLDINGS, INC., as the Borrower, the other Loan Parties party thereto, the Resigning Agent and the lenders from time to time party thereto, as Lenders, entered into that certain Second Lien Credit Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, that certain Collateral Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof), was entered into by the Borrower, other Grantors (as defined by the Collateral Agreement) from time to time party thereto and the Resigning Agent, as administrative agent, pursuant to which **CROSSMARK, INC.**, as Grantor, and the Resigning Agent entered into one or more intellectual property security agreements identified in **Exhibit A** attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”), pursuant to which **CROSSMARK, INC.** granted a security interest in and to and lien upon the intellectual property identified in **Exhibit B** (the “**Subject IP**”); and

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of December 20, 2018, among the Resigning Agent, the Successor Agent, the Borrower, each other Loan Party signatory hereto and the Lenders party thereto, the Resigning Agent has assigned to the Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as Administrative Agent.

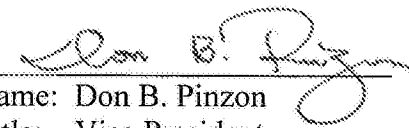
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent hereby assigns and transfers to the Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A., as
the Resigning Agent

By: 
Name: Don B. Pinzon
Title: Vice President

SUCCESSOR AGENT:

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as the Successor Agent

By: _____
Name:
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A., as
the Resigning Agent

By: _____
Name:
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

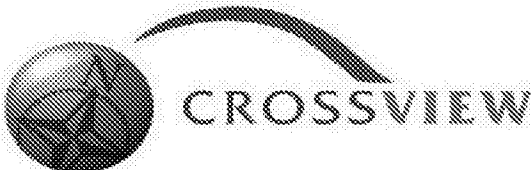

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as the Successor Agent

By:  _____
Name: Jon Kirschmeier
Title: Duly Authorized Signatory

EXHIBIT A

Second Lien Trademark Security Agreement, dated as of December 21, 2012, between CROSSMARK, INC. and BANK OF AMERICA, N.A., filed with the United States Patent and Trademark Office on December 26, 2012 at Reel 004928, Frame 0971.

EXHIBIT B

Mark	Jurisdiction	Registration/Application Numbers	Registration/Application Dates
CROSSMARK	United States	2,457,787 75/520,209	06/05/2001 07/16/1998
CROSSMARK CROSSMARK and Design	United States	2,390,336 75/533,332	09/26/2000 08/10/1998
CROSSMARK CROSSMARK and Design with Color	United States	2,390,337 75/533,335	09/26/2000 08/10/1998
CROSSVIEW	United States	4,153,852 85/443,112	06/05/2012 10/10/2011
 CROSSVIEW Stylized	United States	4,153,851 85/443,110	06/05/2012 10/10/2011
GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.	United States	4,214,448 85/062,369	09/25/2012 06/14/2010
 Arch Design	United States	4,126,113 85/062,372	04/10/2012 06/14/2010
RETAIL BRAND HEALTH	United States	4,153,850 85/443,104	06/05/2012 10/10/2011
THE WAY TO MARKET	United States	3,070,444 78/494,225	03/21/2006 10/04/2004

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