

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest in Trademarks - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Crosby Group LLC		06/27/2019	Limited Liability Company: DELAWARE
FKI Industries Inc.		06/27/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 85

Property Type	Number	Word Mark
Registration Number:	0790317	WRIGHT
Registration Number:	2090094	SPEEDWAY THE NEW CENTURY SERIES
Registration Number:	2080301	SPEEDWAY
Registration Number:	1982494	ACCOLIFT
Registration Number:	1912252	WORK-RATED THE NEW CENTURY SERIES
Registration Number:	1070914	MAN-STAX
Registration Number:	1051131	WORK-RATED
Registration Number:	1001243	M
Registration Number:	0958853	ACCO
Registration Number:	0941919	ACCO
Registration Number:	0948963	ACCO
Registration Number:	0879882	LOUDEN
Registration Number:	0774929	WRIGHT-WAY
Registration Number:	0628630	VAC-U-LIFT
Registration Number:	0423440	MANSAVER
Registration Number:	0373896	ACCO
Registration Number:	0256346	ACCO
Registration Number:	1200132	NUTTING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0170547	NUTTING
Registration Number:	2209879	EASY REEVE
Registration Number:	2108103	
Registration Number:	1808786	
Registration Number:	1220578	MCKISSICK
Registration Number:	1139374	CROSBY
Registration Number:	0809227	PIN-LOK
Registration Number:	0809228	TIP-LOK
Registration Number:	0758022	LEBUS
Registration Number:	0581026	RED U-BOLT
Registration Number:	1710684	SHUR-LOC
Registration Number:	3448686	MCKISSICK QUIC-KIT
Registration Number:	3536049	CLAMP-CO INC.
Registration Number:	3364498	CROSBY CERTPRO ON-LINE CERTIFICATE RETRI
Registration Number:	3076453	CROSBY ELIMINATOR
Registration Number:	3035460	MCKISSICK EASY-LIFT
Registration Number:	3252282	MAXTOUGH
Registration Number:	2748826	CROSBY MARKET SEGMENTOR
Registration Number:	2647068	SPECTRUM 10
Registration Number:	2542870	CROSBY CUSTOMER CONNECTION
Registration Number:	2542855	CROSBY BUSINESS PARTNER CENTRAL
Registration Number:	2373057	G-450
Registration Number:	2351845	G209
Registration Number:	2353585	CG
Registration Number:	2439307	JOB TOUGH
Registration Number:	2358700	QUIC-PASS
Registration Number:	2191511	SLING SAVER
Registration Number:	2338958	FATIGUE RATED
Registration Number:	2061967	QUIC-CHECK
Registration Number:	1822312	
Registration Number:	1709700	Q
Registration Number:	1713002	LIF-LOK
Registration Number:	1100565	CROSBY
Registration Number:	1085303	COLD TUFF
Registration Number:	1055423	SPECTRUM 3
Registration Number:	1055424	SPECTRUM 8
Registration Number:	1054949	'TRAWLEX'
Registration Number:	1036073	SPECTRUM 4

Property Type	Number	Word Mark
Registration Number:	1036075	SPECTRUM 7
Registration Number:	1012567	GOLDEN GATE
Registration Number:	0978422	QT
Registration Number:	0898578	LOK-A-LOY
Registration Number:	0879897	ROLLOX
Registration Number:	0810765	
Registration Number:	0683522	LOAD RATED
Registration Number:	0559141	"FIST-GRIP"
Registration Number:	0156609	
Registration Number:	0135477	"MISSING LINK"
Registration Number:	4243785	BLOCK SHOP
Registration Number:	3943289	MCKISSICK SPLIT-NUT
Registration Number:	5704386	RIG SAFE. RIG SMART. RIG CROSBY.
Registration Number:	5687080	RIG SMART
Registration Number:	5618833	RIG SAFE
Registration Number:	5687081	RIG CROSBY
Registration Number:	5172439	CROSBY SL150
Registration Number:	5172359	CROSBY SLIDE-LOC
Registration Number:	5192079	CROSBYSTORE
Registration Number:	4808056	CROSBY IP
Registration Number:	4830499	CROSBY CLAMP-CO
Registration Number:	4360360	CROSBY 8/10
Registration Number:	4389423	CROSBY EASY-LOC
Registration Number:	4231515	CROSBY SALES PRO
Registration Number:	4281513	MCKISSICK OIL PATCH
Registration Number:	4075279	CROSBY KUPLEX
Registration Number:	4075280	CROSBY TRAWLEX
Registration Number:	4003884	CROSBY VERIFICATION PRO ON-LINE PRODUCT
Registration Number:	3812973	KUPLEX

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui

Address Line 1: 300 N. Lasalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK

REEL: 006681 FRAME: 0401

ATTORNEY DOCKET NUMBER:	16852-8
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	06/27/2019

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 27, 2019, is made by The Crosby Group LLC, a Delaware limited liability company, and FKI Industries Inc. (each, a “Grantor” and, together, the “Grantors”), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of June 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CROSBY WORLDWIDE LIMITED, a company incorporated under the laws of England and Wales (“Holdings”), CROSBY US ACQUISITION CORP., a Delaware corporation (the “Borrower”), each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and UBS AG, Stamford Branch, (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of June 27, 2019 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks

or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

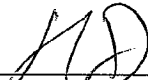
THE CROSBY GROUP LLC,
as Grantor


By: 
Name: Robert Davies
Title: President

FKI INDUSTRIES INC.,
as Grantor

By: 
Name: Robert Davies
Title: President

UBS AG, STAMFORD BRANCH,
as Collateral Agent






By: 
Name: Housseem Daly
Title: Associate Director






By: 
Name: Darlene Arias
Title: Director

SCHEDULE A

U.S. Trademark Registrations and Applications


OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
FKI Industries Inc.	72205556 05-NOV-1964	0790317 01-JUN-1965	WRIGHT
FKI Industries Inc.	75088308 12-APR-1996	2090094 19-AUG-1997	SPEEDWAY THE NEW CENTURY SERIES
FKI Industries Inc.	75087561 12-APR-1996	2080301 15-JUL-1997	SPEEDWAY
FKI Industries Inc.	74694650 28-JUN-1995	1982494 25-JUN-1996	ACCOLIFT
FKI Industries Inc.	74489011 14-FEB-1994	1912252 15-AUG-1995	WORK-RATED THE NEW CENTURY SERIES
FKI Industries Inc.	73101103 27-SEP-1976	1070914 09-AUG-1977	MAN-STAX
FKI Industries Inc.	73073211 31-DEC-1975	1051131 26-OCT-1976	WORK-RATED
FKI Industries Inc.	72454958 18-APR-1973	1001243 07-JAN-1975	M
FKI Industries Inc.	72412410 12-JAN-1972	0958853 15-MAY-1973	ACCO Design 
FKI Industries Inc.	72377241 27-NOV-1970	0941919 29-AUG-1972	ACCO Design 
FKI Industries Inc.	72377245 27-NOV-1970	0948963 19-DEC-1972	ACCO Design 
FKI Industries Inc.	72297835 10-MAY-1968	0879882 04-NOV-1969	LOUDEN
FKI Industries Inc.	72180264 01-NOV-1963	0774929 11-AUG-1964	WRIGHT-WAY
FKI Industries Inc.	71697527 02-NOV-1955	0628630 12-JUN-1956	VAC-U-LIFT
FKI Industries Inc.	71478456 10-JAN-1945	0423440 03-SEP-1946	MANSAVER Design 
FKI Industries Inc.	71421230 01-JUL-1939	0373896 26-DEC-1939	ACCO 
FKI Industries Inc.	71199201 27-JUN-1924	0256346 14-MAY-1929	ACCO

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
FKI Industries Inc.	73278905 22-SEP-1980	1200132 06-JUL-1982	NUTTING
FKI Industries Inc.	71173240 12-DEC-1922	0170547 17-JUL-1923	NUTTING Design 
The Crosby Group LLC	75355910 10-SEP-1997	2209879 08-DEC-1998	EASY REEVE
The Crosby Group LLC	74628866 02-FEB-1995	2108103 28-OCT-1997	Design Only 
The Crosby Group LLC	74189342 29-JUL-1991	1808786 07-DEC-1993	Design Only 
The Crosby Group LLC	73280804 07-OCT-1980	1220578 21-DEC-1982	MCKISSICK
The Crosby Group LLC	73178158 14-JUL-1978	1139374 09-SEP-1980	CROSBY Design 
The Crosby Group LLC	72214424 18-MAR-1965	0809227 31-MAY-1966	PIN-LOK
The Crosby Group LLC	72214425 18-MAR-1965	0809228 31-MAY-1966	TIP-LOK
The Crosby Group LLC	72145231 23-MAY-1962	0758022 08-OCT-1963	LEBUS
The Crosby Group LLC	71638388 21-NOV-1952	0581026 13-OCT-1953	RED U-BOLT Design 
The Crosby Group LLC	74035810 08-MAR-1990	1710684 25-AUG-1992	SHUR-LOC
The Crosby Group LLC	77302107 11-OCT-2007	3448686 17-JUN-2008	MCKISSICK QUIC-KIT
The Crosby Group LLC	77261684 22-AUG-2007	3536049 25-NOV-2008	CLAMP-CO INC. Design 

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
The Crosby Group LLC	77089183 23-JAN-2007	3364498 08-JAN-2008	CROSBY CERTPRO ON-LINE CERTIFICATE RETRIEVAL PROGRAM Design 
The Crosby Group LLC	78601378 04-APR-2005	3076453 04-APR-2006	CROSBY ELIMINATOR
The Crosby Group LLC	78511145 04-NOV-2004	3035460 27-DEC-2005	MCKISSICK EASY-LIFT
The Crosby Group LLC	78497153 08-OCT-2004	3252282 12-JUN-2007	MAXTOUGH Design 
The Crosby Group LLC	78100497 02-JAN-2002	2748826 05-AUG-2003	CROSBY MARKET SEGMENTOR
The Crosby Group LLC	76267709 06-JUN-2001	2647068 05-NOV-2002	SPECTRUM 10
The Crosby Group LLC	76226486 19-MAR-2001	2542870 26-FEB-2002	CROSBY CUSTOMER CONNECTION Design 
The Crosby Group LLC	76224310 14-MAR-2001	2542855 26-FEB-2002	CROSBY BUSINESS PARTNER CENTRAL Design 
The Crosby Group LLC	75831447 25-OCT-1999	2373057 01-AUG-2000	G-450
The Crosby Group LLC	75745696 08-JUL-1999	2351845 23-MAY-2000	G209
The Crosby Group LLC	75698961 06-MAY-1999	2353585 30-MAY-2000	CG
The Crosby Group LLC	75692670 27-APR-1999	2439307 27-MAR-2001	JOB TOUGH
The Crosby Group LLC	75622194 19-JAN-1999	2358700 13-JUN-2000	QUIC-PASS
The Crosby Group LLC	75265261 27-MAR-1997	2191511 22-SEP-1998	SLING SAVER
The Crosby Group LLC	75235082 30-JAN-1997	2338958 04-APR-2000	FATIGUE RATED Design 
The Crosby Group LLC	74654627 31-MAR-1995	2061967 13-MAY-1997	QUIC-CHECK

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
The Crosby Group LLC	74294154 14-JUL-1992	1822312 22-FEB-1994	Design Only 
The Crosby Group LLC	74173362 06-JUN-1991	1709700 25-AUG-1992	Q Design 
The Crosby Group LLC	74073581 28-JUN-1990	1713002 08-SEP-1992	LIF-LOK
The Crosby Group LLC	73145876 25-OCT-1977	1100565 29-AUG-1978	CROSBY
The Crosby Group LLC	73136668 08-AUG-1977	1085303 14-FEB-1978	COLD TUFF
The Crosby Group LLC	73087552 17-MAY-1976	1055423 04-JAN-1977	SPECTRUM 3 Stylized 
The Crosby Group LLC	73087553 17-MAY-1976	1055424 04-JAN-1977	SPECTRUM 8 Stylized 
The Crosby Group LLC	73061586 28-AUG-1975	1054949 28-DEC-1976	'TRAWLEX'
The Crosby Group LLC	73043029 30-JAN-1975	1036073 23-MAR-1976	SPECTRUM 4 Stylized 
The Crosby Group LLC	73043031 30-JAN-1975	1036075 23-MAR-1976	SPECTRUM 7 Stylized 
The Crosby Group LLC	72456686 07-MAY-1973	1012567 03-JUN-1975	GOLDEN GATE
The Crosby Group LLC	72451227 12-MAR-1973	0978422 12-FEB-1974	QT
The Crosby Group LLC	72354109 16-MAR-1970	0898578 15-SEP-1970	LOK-A-LOY
The Crosby Group LLC	72320426 03-MAR-1969	0879897 04-NOV-1969	ROLLOX
The Crosby Group LLC	72214426 18-MAR-1965	0810765 05-JUL-1966	Design Only 
The Crosby Group LLC	72045441 07-FEB-1958	0683522 18-AUG-1959	LOAD RATED
The Crosby Group LLC	71617406 07-AUG-1951	0559141 20-MAY-1952	"FIST-GRIP" Design 

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
The Crosby Group LLC	71154256 18-OCT-1921	0156609 11-JUL-1922	Design Only 
The Crosby Group LLC	71116308 05-MAR-1919	0135477 12-OCT-1920	"MISSING LINK"
The Crosby Group LLC	85469563 10-NOV-2011	4243785 13-NOV-2012	BLOCK SHOP
The Crosby Group LLC	85023249 26-APR-2010	3943289 12-APR-2011	MCKISSICK SPLIT-NUT
The Crosby Group LLC	87687352 16-NOV-2017	5704386 19-MAR-2019	RIG SAFE. RIG SMART. RIG CROSBY.
The Crosby Group LLC	87644491 13-OCT-2017	5687080 26-FEB-2019	RIG SMART
The Crosby Group LLC	87644513 13-OCT-2017	5618833 27-NOV-2018	RIG SAFE
The Crosby Group LLC	87644565 13-OCT-2017	5687081 26-FEB-2019	RIG CROSBY
The Crosby Group LLC	86809596 04-NOV-2015	5172439 28-MAR-2017	CROSBY SL150
The Crosby Group LLC	86771009 28-SEP-2015	5172359 28-MAR-2017	CROSBY SLIDE-LOC
The Crosby Group LLC	86766908 24-SEP-2015	5192079 25-APR-2017	CROSBYSTORE
The Crosby Group LLC	86522304 03-FEB-2015	4808056 08-SEP-2015	CROSBY IP Design 
The Crosby Group LLC	86522336 03-FEB-2015	4830499 13-OCT-2015	CROSBY CLAMP-CO Design 
The Crosby Group LLC	85733218 19-SEP-2012	4360360 02-JUL-2013	CROSBY 8/10
The Crosby Group LLC	85686516 25-JUL-2012	4389423 20-AUG-2013	CROSBY EASY-LOC Design 
The Crosby Group LLC	85531003 01-FEB-2012	4231515 23-OCT-2012	CROSBY SALES PRO Design 
The Crosby Group LLC	85469607 10-NOV-2011	4281513 29-JAN-2013	MCKISSICK OIL PATCH
The Crosby Group LLC	85237041 08-FEB-2011	4075279 20-DEC-2011	CROSBY KUPLEX
The Crosby Group LLC	85237061 08-FEB-2011	4075280 20-DEC-2011	CROSBYTRAWLEX

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
The Crosby Group LLC	85128470 13-SEP-2010	4003884 26-JUL-2011	CROSBY VERIFICATION PRO ON-LINE PRODUCT VERIFICATION PROGRAM Design 
The Crosby Group LLC	77750643 03-JUN-2009	3812973 06-JUL-2010	KUPLEX