

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane & Co., Inc.		12/01/2016	Corporation: MASSACHUSETTS
Visual Physics, LLC		12/01/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A., as administrative agent		
Street Address:	One International Place		
Internal Address:	Suite 4210		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4538946	AST	
Registration Number:	4457788	CRANE CURRENCY	
Registration Number:	3400849	CRANE	
Registration Number:	4461215	CRANE	
Registration Number:	3331775	LETTRA	
Registration Number:	3181751	MOTION	
Registration Number:	4698602	RAPID	
Registration Number:	4585273	SECURE BY DESIGN	
Registration Number:	2862142	UNISON	
Serial Number:	87224867	SURFACE	
Serial Number:	87224835	MOTION SURFACE	
Serial Number:	87225054	ENDURANCE	
Registration Number:	1298846	CRANEGLAS	
Registration Number:	1311134	CRANEMAT	
Registration Number:	2043311	COMET	
Registration Number:	3866235	CRANE NONWOVENS	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2165790212

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: (216) 586-3939**Email:** skoston@jonesday.com**Correspondent Name:** Jones Day**Address Line 1:** 901 Lakeside Avenue**Address Line 2:** North Point**Address Line 4:** Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	080461-010115
NAME OF SUBMITTER:	Leozino Agozzino
SIGNATURE:	/Leozino Agozzino/
DATE SIGNED:	12/01/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 1, 2016 (this "Trademark Security Agreement"), by and among Crane & Co., Inc. and each guarantor listed on Schedule 1 hereto (collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") on behalf of the lenders ("Lenders") pursuant to that certain Credit Agreement, dated as of the date hereof (as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties party thereto, the Administrative Agent and Lenders.

W I T N E S S E T H:

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent on behalf of Lenders pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, to induce Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Grantor of a security interest therein would result in loss by such Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent

[Signature Page to Trademark Security Agreement]

with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until all of the Secured Obligations other than contingent indemnification obligations as to which no claim has been made have been indefeasibly paid and performed in full and no commitments of any Lender which would give rise to any Secured Obligations are outstanding.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

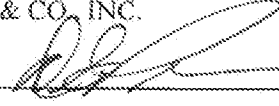
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

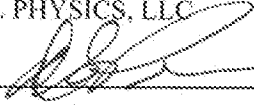
CRANE & CO., INC.

By: 

Name: Douglas S. Prince

Title: Chief Financial Officer, Treasurer
and Assistant Secretary

VISUAL PHYSICS, LLC

By: 

Name: Douglas S. Prince

Title: Treasurer and Assistant Secretary

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: James J. McDonnell

Title: Authorized Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005933 FRAME: 0101

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

GRANTORS

NAME	ADDRESS
Crane & Co., Inc.	One Beacon Street, 17 th Floor Boston, MA 02108
Visual Physics, LLC	1245 Old Alpharetta Road Alpharetta, GA 30005

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

Trademark	Applicant	Attorney	Class	Serial Number	Registration Number	Effective Date	Expiration Date
AST™	Crane & Co., Inc.	United States of America	Registered	85/801,820	12/13/2012	4538946	5/27/2014
CRANE CURRENCY™	Crane & Co., Inc.	United States of America	Registered (new branding)	85/809622	12/21/2012	4457788	12/31/2013
CRANE™	Crane & Co., Inc.	United States of America	Registered	7/11/389	2/27/2007	3400849	3/25/2008
CRANE™	Crane & Co., Inc.	United States of America	Registered	85/809,596	12/21/2012	4461215	1/7/2014
LETTA™	Crane & Co., Inc.	United States of America	Registered	78/71928	12/13/2005	3331775	11/6/2007
MOTION™	Crane & Co., Inc.	United States of America	Registered	78560732	2/4/2005	3181751	12/5/2006
RAPID™	Crane & Co., Inc.	United States of America	Registered	86/260,107	4/23/2014	4698602	3/10/2015
SECURE BY DESIGN™	Crane & Co., Inc.	United States of America	Pending (new branding)	85/808,164	12/20/2012	4585273	8/12/2014
UNISON™	Visual Physics, LLC	United States of America	Registered	76484191	1/23/2003	2862142	7/13/2004
SURFACE™	Crane & Co., Inc.	Brazil	Pending				
SURFACE™	Crane & Co., Inc.	Canada	Pending				
SURFACE™	Crane & Co., Inc.	Chile	Pending				
SURFACE™	Crane & Co., Inc.	Madrid Protocol	Pending				
SURFACE™	Crane & Co., Inc.	Peru	Pending				
SURFACE™	Crane & Co., Inc.	United States of America	Filed	87224867	11/3/2016		
MOTION SURFACE™	Crane & Co., Inc.	Australia	Pending				
MOTION SURFACE™	Crane & Co., Inc.	Brazil	Pending				
MOTION SURFACE™	Crane & Co., Inc.	Canada	Pending				
MOTION SURFACE™	Crane & Co., Inc.	Chile	Pending				
MOTION SURFACE™	Crane & Co., Inc.	Madrid Protocol	Filed	A0062734	11/3/2016		
MOTION SURFACE™	Crane & Co., Inc.	Peru	Pending				
MOTION SURFACE™	Crane & Co., Inc.	United States of America	Filed	87/224835	11/3/2016		
ENDURANCE™	Crane & Co., Inc.	Australia	Pending				
ENDURANCE™	Crane & Co., Inc.	Brazil	Pending				
ENDURANCE™	Crane & Co., Inc.	Canada	Pending				
ENDURANCE™	Crane & Co., Inc.	Chile	Pending				
ENDURANCE™	Crane & Co., Inc.	Madrid Protocol	Filed	A0062738	11/3/2016		
ENDURANCE™	Crane & Co., Inc.	Peru	Pending				
ENDURANCE™	Crane & Co., Inc.	United States of America	Filed	87/225054	11/3/2016		
CRANEGLAS®	Crane & Co., Inc.	United States of America	Registered	73420881	4/11/1983	1298846	10/2/1984
CRANEMAT®	Crane & Co., Inc.	United States of America	Registered	73420880	4/11/1983	1311134	12/25/1984
COMET®	Crane & Co., Inc.	United States of America	Registered	75061149	2/22/1996	2043311	3/11/1997
CRANE NONWOVENS	Crane & Co., Inc.	United States of America	Registered	77215661	6/22/2007	3866235	10/26/2010