

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crane & Co., Inc.		09/29/2014	CORPORATION: MASSACHUSETTS
William Arthur, Inc.		09/29/2014	CORPORATION: MAINE
Visual Physics, LLC		09/29/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Highbridge Principal Strategies, LLC, as collateral agent
Street Address:	40 W. 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85801820	AST
Serial Number:	71117149	C
Serial Number:	77321092	CHLOË B.
Serial Number:	75061149	COMET
Serial Number:	77117389	CRANE
Serial Number:	85809596	CRANE
Serial Number:	78354650	CRANE
Serial Number:	85809622	CRANE CURRENCY
Serial Number:	77215661	CRANE NONWOVENS
Serial Number:	85808234	CRANE STATIONERY
Serial Number:	85808194	CRANE TECHNICAL MATERIALS
Serial Number:	73420881	CRANEGLAS
Serial Number:	73420880	CRANEMAT
Serial Number:	71551248	CRANES
Serial Number:	71551247	CRANE'S
Serial Number:	73833759	CRANE'S BOND

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73833758	CRANE'S CREST
Serial Number:	86299774	FASCIA
Serial Number:	85808113	INNOVATION BY DESIGN
Serial Number:	86299772	INSIGNIA
Serial Number:	71025300	KID FINISH
Serial Number:	78771928	LETTRA
Serial Number:	78560732	MOTION
Serial Number:	85808214	PERFORMANCE BY DESIGN
Serial Number:	86260107	RAPID
Serial Number:	85808164	SECURE BY DESIGN
Serial Number:	71192011	
Serial Number:	85808253	TIMELESS BY DESIGN
Serial Number:	76484191	UNISON
Serial Number:	77865957	RITA RENNING
Serial Number:	77916113	THE SIGNATURE OF FINE STATIONERY
Serial Number:	85675234	TRULY
Serial Number:	77865747	WILLIAM ARTHUR

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	041598-0047
NAME OF SUBMITTER:	Scott Kareff (041598-0047)
SIGNATURE:	/kc for sk/
DATE SIGNED:	09/30/2014

Total Attachments: 8

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 29, 2014, by Crane & Co., Inc., a Massachusetts corporation ("Crane"), William Arthur, Inc., a Maine corporation ("William Arthur") and Visual Physics, LLC, a Georgia limited liability company ("Visual Physics" and together with Crane and William Arthur, each a "Grantor" and collectively the "Grantors"), in favor of Highbridge Principal Strategies, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated September 29, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

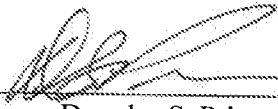
The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

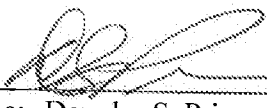
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

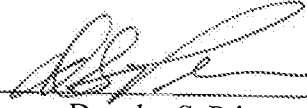
CRANE & CO., INC.

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

WILLIAM ARTHUR, INC.


By: 
Name: Douglas S. Prince
Title: Treasurer and Assistant Secretary

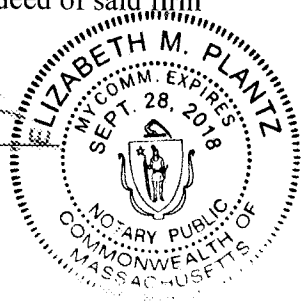
STATE OF MA

ss.:

COUNTY OF SUFFOLK

On this 25 day of September, 2014, before me personally came Douglas S. Prince, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer, Treasurer and Assistant Secretary of Crane & Co., Inc., a Massachusetts corporation, and that he executed the foregoing instrument in the firm name of Crane & Co., Inc., and that he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]



STATE OF MA

ss.:

COUNTY OF SUFFOLK

On this 25 day of September, 2014, before me personally came Douglas S. Prince to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer and Assistant Secretary of Visual Physics, LLC, a Georgia limited liability company, and that he executed the foregoing instrument in the firm name of Visual Physics, LLC, and that he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]



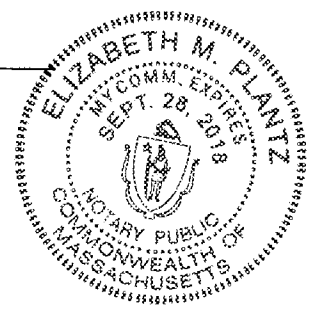
STATE OF MA

COUNTY OF SUFFOLK

ss.:

On this 25 day of September, 2014, before me personally came Douglas S. Prince, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer and Assistant Secretary of William Arthur, Inc., a Maine corporation, and that he executed the foregoing instrument in the firm name of William Arthur, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

E. Plantz
[NOTARY SEAL]



SCHEDULE A

Trademark

Trademark	Owner	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
AST	Crane & Co, Inc.	12069T/ United States of America	Registered 16 Int., 40 Int.	85/801,820 13-Dec-2012	4538946 27-May-2014
C and Design	Crane & Co, Inc.	96194T/ United States of America	Registered 16 Int.	71117149 04-Apr-1919	0128342 06-Jan-1920
CHLOË B.	Crane & Co, Inc.	07113T/ United States of America	Registered 16 Int.	77321092 05-Nov-2007	3661564 28-Jul-2009
COMET	Crane & Co, Inc.	94075T/ United States of America	Registered 17 Int.	75061149 22-Feb-1996	2043311 11-Mar-1997
CRANE	Crane & Co, Inc.	06003T/ United States of America	Registered 16 Int., 17 Int., 18 Int., 21 Int., 22 Int., 40 Int.	77117389 27-Feb-2007	3400849 25-Mar-2008
CRANE	Crane & Co, Inc.	12061T/ United States of America	Registered Multi-Class	85/809,596 20-Dec-2012	4461215 7-Jan-2014
CRANE and New Bird Logo	Crane & Co, Inc.	03160T/ United States of America	Registered 24 Int.	78354650 21-Jan-2004	2964009 26-Nov-2012
CRANE CURRENCY	Crane & Co, Inc.	12063T/ United States of America	Registered (new branding) Multi-Class	85/809,622 20-Dec-2012	4457788 13-Dec-2013
CRANE NONWOVENS	Crane & Co, Inc.	06004T/ United States of America	Registered 21 Int., 40 Int.	77215661 26-Jun-2006	2866235 26-Oct-2010
CRANE STATIONERY	Crane & Co, Inc.	12067T/ United States of America	Pending 9 Int., 35 Int., 40 Int.	85/808,234 20-Dec-2012	
CRANE TECHNICAL MATERIALS	Crane & Co, Inc.	12065T/ United States of America	Pending 16 Int., 17 Int., 19 Int., 21 Int., 22 Int., 22 Int., 24 Int. 40 Int.	85/808,194 20-Dec-2012	
CRANEGLAS	Crane & Co, Inc.	96206T/ United States of America	Registered 21 Int.	73420881 11-Apr-1983	1298846 02-Oct-1984
CRANEMAT	Crane & Co, Inc.	96208T/ United States of America	Registered 22 Int.	73420880 11-Apr-1983	1311134 25-Dec-1984
CRANES (Stylized)	Crane & Co, Inc.	96193T/ United States of America	Registered 16 Int.	71551248 5-Mar-1948	516840 25-Oct-1949
CRANE'S (Stylized)	Crane & Co, Inc.	96240T/ United States of America	Registered 16 Int.	71551247 05-Mar-1948	0516839 25-Oct-1949
CRANE'S BOND	Crane & Co, Inc.	96197T/ United States of America	Registered 16 Int.	73833759 25-Oct-1989	1602236 19-Jun-1990
CRANE'S CREST	Crane & Co, Inc.	96196T/ United States of America	Registered 16 Int.	73833758 25-Oct-1989	1602235 19-Jun-1990
FASCIA	Crane & Co, Inc.	14031T/ United States of America	Pending 09 Int.	86/299,774 4-Jun-2014	
INNOVATION BY DESIGN	Crane & Co, Inc.	12062T/ United States of America	Pending (new branding) Multi-Class	85/808,113 20-Dec-2012	
INSIGNIA	Crane & Co, Inc.	14030T/ United States of America	Pending 09 Int.	86/299,772 4-Jun-2014	
KID FINISH	Crane & Co, Inc.	96209T/ United States of America	Registered 16 Int.	71025300 14-Feb-1907	62589 14-May-1907
LETTRA	Crane & Co, Inc.	05289T/ United States of America	Registered 16 Int.	78771928 13-Dec-2005	3331775 06-Nov-2007
MOTION	Crane & Co, Inc.	05006T/ United States of America	Registered 17 Int.	78560732 04-Feb-2005	3181751 05-Dec-2006
PERFORMANCE BY DESIGN	Crane & Co, Inc.	12066T/ United States of America	Pending (new branding) Multi-Class	85/808,214 20-Dec-2012	

Trademark	Owner	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
RAPID	Crane & Co, Inc.	14012T/ United States of America	Pending 09 Int.	86/260,107 23-Apr-2014	
SECURE BY DESIGN	Crane & Co, Inc.	12064T/ United States of America	Pending (new branding) Multi-Class	85/808,164 20-Dec-2012	4585273 12-Aug-2014
SPINNING WHEEL (DESIGN ONLY)	Crane & Co, Inc.	96205T/ United States of America	Registered 16 Int.	71192011 08-Feb-1924	185394 17-Jun-1924
TIMELESS BY DESIGN	Crane & Co, Inc.	12068T/ United States of America	Pending (new branding) Multi-Class	85/808,253 20-Dec-2012	
UNISON	Visual Physics, LLC	09064T/ United States of America	Registered 17 Int.	76484191 23-Jan-2003	2862142 13-Jul-2004

William Arthur Trademarks

RITA RENNING	William Arthur, Inc.	United States of America	Registered 16 Int.	77/865,957 5-Nov-2009	3810320 29-Jun-2010
THE SIGNATURE OF FINE STATIONERY	William Arthur, Inc.	United States of America	Registered 16 Int.	77/916,113 20-Jan-2010	3834964 17-Aug-2010
TRULY	William Arthur, Inc.	13014T/ United States of America	Pending 16 Int.	85/675,234 12-Jul-2012	
WILLIAM ARTHUR	William Arthur, Inc.	United States of America	Registered 16 Int.	77/865747 5-Nov-2009	3810294 29-Jun-2010