

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
A.T.X. INTERNATIONAL, INC.	09/06/2013
RECEIVING PARTY DATA	
Name:	HSBC Bank USA, National Association, as Agent
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	D439613
Patent Number:	5662424
Patent Number:	5518330
Patent Number:	D475408
Patent Number:	D473590
Patent Number:	6450721
Patent Number:	D457187
Patent Number:	D457185
Patent Number:	6273627
Patent Number:	D429280
Patent Number:	6499196
Patent Number:	5434371
Patent Number:	D471472
Patent Number:	D470061
Patent Number:	D469364

OP \$920.00 D439613

Patent Number:	D469363
Patent Number:	D464276
Patent Number:	D428918
Patent Number:	D416043
Application Number:	13156807
Application Number:	12771509
PCT Number:	US2012040867
PCT Number:	US2011027560

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

James Murray

Signature:

/Marina Kelly THOMSON REUTERS/

Date:

09/12/2013

Total Attachments: 8

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

A.T.X. INTERNATIONAL, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 6, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: HSBC Bank USA, National Association, as Agent

Internal Address: _____

Street Address: 452 Fifth Avenue

City: New York

State: New York

Country: USA Zip: 10018

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See attached Schedule I

B. Patent No.(s)

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-914-4240

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

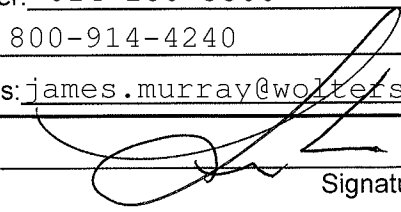
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

September 11, 2013

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT
REEL: 031207 FRAME: 0563**

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 6, 2013, is made by the entity listed on the signature page hereof ("Grantor"), in favor of HSBC Bank USA, National Association ("HSBC"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 6, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Loan Parties and the Lenders from time to time party thereto and HSBC, as Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty, Pledge and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty, Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty, Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty, Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 7. Submission to Jurisdiction. THE UNDERSIGNED HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN

ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Agreement, (ii) the lien and security interest granted to the Agent pursuant to this Patent Security Agreement, (iii) the release of Collateral from the Lien granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Patent Security Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A.T.X. INTERNATIONAL, INC.
as Grantor

By: Charles S. Mellen
Name: Charles S. Mellen
Title: President

ACCEPTED AND AGREED
as of the date first above written:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A.T.X. INTERNATIONAL, INC.
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: DAN LADDELL
Title: VP

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Jurisdiction	Patent	Owner	Application Number/ Filing Date	Patent Number/ Issue Date
USA	Pen with cap	A.T.X. International, Inc.	29126799 07/24/2000	D439613 03/27/2001
USA	Mechanical pencil	A.T.X. International, Inc.	08508489 07/28/1995	5662424 09/02/1997
USA	Four part ball point pen mechanism	A.T.X. International, Inc.	08280872 07/26/1994	5518330 05/21/1996
USA	Pen nib	A.T.X. International, Inc.	29158330 04/03/2002	D475408 06/03/2003
USA	Writing instrument cap with clip	A.T.X. International, Inc.	29158329 04/03/2002	D473590 04/22/2003
USA	Stylus and retractable pen	A.T.X. International, Inc.	09931824 08/17/2001	6450721 09/17/2002
USA	Writing instrument	A.T.X. International, Inc.	29146284 08/07/2001	D457187 05/14/2002
USA	Multi-function writing instrument	A.T.X. International, Inc.	29144133 06/26/2001	D457185 05/14/2002
USA	Expandable writing instrument	A.T.X. International, Inc.	09688659 10/16/2000	6273627 08/14/2001
USA	Writing instrument with contour grip	A.T.X. International, Inc.	29113418 11/04/1999	D429280 08/08/2000
USA	Pen clip	A.T.X. International, Inc.	09931823 8/17/2001	6499196 12/31/2002
USA	Hand-held electronic writing tool	A.T.X. International, Inc.	189974 02/01/1994	5434371 07/18/1995
USA	Ornamental design for a watch with a rectangular face and beveled glass	A.T.X. International, Inc.	163210 06/26/02	D471,472 03/11/03
USA	Ornamental design for a watch with offset circular face	A.T.X. International, Inc.	163211 06/26/02	D470,061 02/11/03

Jurisdiction	Patent	Owner	Application Number/ Filing Date	Patent Number/ Issue Date
USA	Watch with rectangular face and beveled glass	A.T.X. International, Inc.	152815 12/20/01	D469,364 01/28/03
USA	Ornamental design for a watch with offset circular face	A.T.X. International, Inc.	152810 12/20/01	D469,363 01/28/03
USA	Ornamental design for a watch with trapezoidal face and multiple dials	A.T.X. International, Inc.	152808 12/20/01	D464,276 10/15/02
USA	Ornamental design for a pen clip	A.T.X. International, Inc.	114306 11/19/99	D428,918 08/01/00
USA	Ornamental design for a stylus tip	A.T.X. International, Inc.	074933 08/13/97	D416,043 11/02/99

2. PATENT APPLICATIONS

Jurisdiction	Patent	Owner	Application Number/ Filing Date
USA	Multi-Function Writing Instrument with Propulsion Mechanism	A.T.X. International, Inc.	13/156807 06/09/2011
USA	Multi-Function Writing Instrument with Propulsion Mechanism	A.T.X. International, Inc.	PCT/US12/40867 06/05/2012
USA	Expandable writing instrument	A.T.X. International, Inc.	12771509 04/30/2010
USA	Improved writing instrument	A.T.X. International, Inc.	PCT/US11/27560 03/08/2011