

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4095982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
A.T.X. INTERNATIONAL, INC.	11/07/2014
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, N.A., AS AGENT FOR THE SECURED PARTIES
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6428232
Patent Number:	D708265
Patent Number:	6409405
Patent Number:	6261015
Patent Number:	D451667
Patent Number:	D453028
Patent Number:	D453189
Patent Number:	D452883
Patent Number:	D455954
Patent Number:	D465808
Patent Number:	D510950
Patent Number:	D583866
Patent Number:	6764240
Patent Number:	D451016
Patent Number:	D485308
CORRESPONDENCE DATA	
Fax Number:	(617)341-7701
<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

PATENT

Email: linda.salera@morganlewis.com
Correspondent Name: LINDA A. SALERA
Address Line 1: ONE FEDERAL STREET
Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP
Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER: LINDA A. SALERA

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 10/13/2016

Total Attachments: 7

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SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (this "Supplement"), dated as of November 7, 2014, is made by the entity listed on the signature page hereof ("Grantor"), in favor of Wilmington Trust, N.A. ("Wilmington"), 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, Grantor has executed and delivered to Agent, for the benefit of the Secured Parties, and Agent has accepted and acknowledged, that certain Patent Security Agreement, dated as of September 6, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Patent Security Agreement") pursuant to (i) that certain 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 Wilmington, as Agent for the Lenders, and (ii) that certain Guaranty, Pledge and Security Agreement, dated as of September 6, 2013, in favor of Agent (as the same may be amended, restated, supplemented and/or 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 Supplement to Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Supplement 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. Confirmation of Patent Security Agreement. As hereby supplemented, the Patent Security Agreement is in all respects ratified and confirmed and remains in full force and effect.

Section 5. 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 6. Counterparts. This Supplement 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 7. Governing Law. THIS SUPPLEMENT 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 8. 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 SUPPLEMENT 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 SUPPLEMENT 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 SUPPLEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 9. 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 Supplement, (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 Supplement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Supplement to 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: Carrie L. Ortner
Name: Carrie L. Ortner
Title: Director

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, N.A.,
as Agent

By: *Cora Holland-Koller*
Name: Cora Holland-Koller
Title: Banking Officer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Jurisdiction	Patent	Owner	Application Number/ Filing Date	Patent Number/ Issue Date
USA	ROLLER BALL PEN WITH ADJUSTABLE SPRING TENSION	A.T.X. International, Inc.	09837482 19-Apr-2001	6428232B2 6-Aug-2002
USA	WRITING INSTRUMENT GRIP	A.T.X. International, Inc.	29419152 25-Apr-2012	D708265S 1-Jul-2014
USA	FOUNTAIN PEN WITH LEAK PROOF PISTON CONVERTER	A.T.X. International, Inc.	09493921 28-Jan-2000	6409405B1 25-Jun-2002
USA	Roller ball pen with adjustable spring tension	A.T.X. International, Inc.	09493922 28-Jan-2000	6261015B1 17-Jul-2001
USA	Decorative gift box	A.T.X. International, Inc.	29117488 28-Jan-2000	D451667S 11-Dec-2001
USA	Ink bottle	A.T.X. International, Inc.	29132740 14-Nov-2000	D453028S 22-Jan-2002
USA	Desk set	A.T.X. International, Inc.	29140363 17-Apr-2001	D453189S 29-Jan-2002
USA	Writing instrument base	A.T.X. International, Inc.	29141208 1-May-2001	D452883S 8-Jan-2002
USA	Blister card	A.T.X. International, Inc.	29147517 31-Aug-2001	D455954S 4-Apr-2002
USA	WRITING INSTRUMENT	A.T.X. International, Inc.	29156272 27-Feb-2002	D465808S 19-Nov-2002
USA	WRITING INSTRUMENT CAP	A.T.X. International, Inc.	29215731 22-Oct-2004	D510950 25-Oct-2005
USA	WRITING INSTRUMENT	A.T.X. International, Inc.	29260272 23-May-2006	D583866 30-Dec-2008

Jurisdiction	Patent	Owner	Application Number/ Filing Date	Patent Number/ Issue Date
USA	UNIVERSAL REFILL MECHANISM AND METHOD	A.T.X. International, Inc.	10196218 17-Jul-2002	6764240 20-Jul-2004
USA	BLISTER CARD	A.T.X. International, Inc.	29128049 17-Aug-2000	D451016S 27-Nov-2001
USA	INK BOTTLE	A.T.X. International, Inc.	29150225 15-Nov-2001	D485308S 13-Jan-2004

2. PATENT APPLICATIONS

None.