

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4204526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
A.T.X. INTERNATIONAL, INC.	12/22/2016
RECEIVING PARTY DATA	
Name:	SIENA LENDING GROUP LLC
Street Address:	9 W BROAD STREET
Internal Address:	5TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06092
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5434371
Patent Number:	5662424
Patent Number:	5635682
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	215-569-5619
Email:	PECSENYE@BLANKROME.COM
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	140690-01049
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/29/2016
Total Attachments: 7	
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**AMENDED AND RESTATED, CONSOLIDATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED, CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of December, 2016 by A.T.X. INTERNATIONAL, INC., a Rhode Island corporation ("Grantor") in favor of SIENA LENDING GROUP LLC, (as originating lender, and after the Closing Date as servicer for affiliated assignee Siena Funding LLC, a Delaware limited liability company ("Siena Funding"), and together with Siena Funding, collectively, "Lender"):

W I T N E S S E T H

WHEREAS, A.T. Cross Company, a Delaware corporation ("Borrower"), ATC Intermediate Holdings, Inc., a Delaware corporation, certain financial institutions and HSBC Bank USA, National Association, as agent for the Existing Lenders (the "Existing Agent") are parties to that certain Credit Agreement (Revolving Credit Facility) (as amended or otherwise modified through the date hereof, the "Original Credit Agreement"), dated as of September 6, 2013;

WHEREAS, pursuant to such Original Credit Agreement, Grantor has entered into each of that certain Trademark Security Agreement dated as of September 6, 2013, that certain Patent Security Agreement dated as of September 6, 2013 and that certain Copyright Security Agreement dated as of September 6, 2013, in favor of Existing Agent on behalf of itself and Existing Lenders;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof among the Loan Parties, the Existing Agent, Existing Lenders and the Lender and the Servicer, each of the Existing Agent and Existing Lender has assigned all of its right, title and interest as "Agent" and "Lender", as applicable, under the Original Credit Agreement and the other Loan Documents to Servicer and Lender, as applicable;

WHEREAS, in connection with the execution and delivery of such Assignment and Assumption Agreement, Borrower, Grantor and Lender agreed to enter into that certain Amended and Restated Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, in connection with the execution and delivery of such Loan Agreement, Grantor has agreed and reaffirmed the security interest granted by it pursuant to the Original Credit Agreement in substantially all of the assets of Grantor including the intellectual property described below, together with the goodwill of the business symbolized by such intellectual property and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the full payment and performance of all of the Obligations and subject to the Intercreditor Agreement, Grantor hereby pledges to Lender and grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each (a) patent, patent application, (b) trademark, trademark application (excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively), and trade name, (c) trade secret, and (d) copyright, copyright application, and registration listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

4. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM

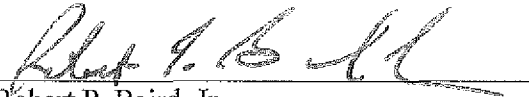
NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

5. AMENDMENT AND RESTATEMENT. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in that certain Trademark Security Agreement dated as of September 6, 2013, that certain Patent Security Agreement dated as of September 6, 2013 and that certain Copyright Security Agreement dated as of September 6, 2013, all of which are entered into between Grantor and Existing Agent are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions agreements, representations and warranties set forth in this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

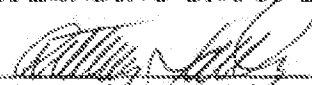
A.T.X. INTERNATIONAL, INC.

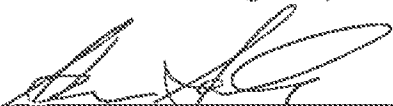
By: 
Name: Robert P. Baird, Jr.
Title: Chief Executive Officer

[Signature Page To Amended And Restated, Consolidated Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Anthony Lavinio
Its: Authorized Signatory

By: 
Name: Steven Sanicola
Its: Authorized Signatory

[Signature Page To Amended And Restated, Consolidated Intellectual Property Security
Agreement]

SCHEDULE 1

(a) Patents

Grantor	Patent Registration Number	Registration Date
A.T.X. International, Inc.	5434371	7/18/1995
A.T.X. International, Inc.	5662424	9/2/1997
A.T.X. International, Inc.	5635682	6/3/1997

(b) Trademarks

None

(c) Copyrights

Grantor	Patent Registration Number	Registration Year
A.T.X. International, Inc.	VAu000201747	1990
A.T.X. International, Inc.	TX0000298899	1979
A.T.X. International, Inc.	VA0000120812	1982
A.T.X. International, Inc.	RE0000722220	1968
A.T.X. International, Inc.	VA0000102560	1982
A.T.X. International, Inc.	VAu000199292	1990
A.T.X. International, Inc.	VA0000954607	1998
A.T.X. International, Inc.	VA0000954606	1998

SCHEDULE -1

A.T.X. International, Inc.	VA0000952639	1998
A.T.X. International, Inc.	VA0000952633	1998

PATENT

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SCHEDULE - 1

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RECORDED: 12/29/2016