

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSMARK, INC.		09/24/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	2200 ROSS AVENUE, 8TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2457787	CROSSMARK	
Registration Number:	2390336	CROSSMARK	
Registration Number:	2390337	CROSSMARK	
Serial Number:	85062369	GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.	
Serial Number:	85062372		
Registration Number:	3070444	THE WAY TO MARKET	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B.K .Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	002642.22436		

CH \$165.00 2457787

900172688

TRADEMARK
REEL: 004286 FRAME: 0624

NAME OF SUBMITTER:	B.K. DRINKWATER
Signature:	/B.K. DRINKWATER/
Date:	09/29/2010
Total Attachments: 7 source=JPMorgan Crossmark TM Security Agreement#page1.tif source=JPMorgan Crossmark TM Security Agreement#page2.tif source=JPMorgan Crossmark TM Security Agreement#page3.tif source=JPMorgan Crossmark TM Security Agreement#page4.tif source=JPMorgan Crossmark TM Security Agreement#page5.tif source=JPMorgan Crossmark TM Security Agreement#page6.tif source=JPMorgan Crossmark TM Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, CROSSMARK, INC., a Delaware corporation (herein called "**Grantor**") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, CROSSMARK HOLDINGS, INC., a Delaware corporation (the "**Borrower**") has entered into that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**" and capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among the Borrower, the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of September 24, 2010, made by Grantor and certain Affiliates (as such term is defined in the Credit Agreement) of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "**Security Agreement**"), Grantor has granted to Grantee for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the ratable benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“**Trademark License**” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on *Schedule 1* hereto.

“**Trademarks**” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in *Schedule 1* hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

Schedule 1

Trademarks


Trademark Licenses

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of September, 2010.


CROSSMARK, INC.,
a Delaware corporation

By: Don W. Martin, Jr.
Don W. Martin, Jr., Treasurer

UNITED STATES TRADEMARKS

<i>Matter</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action / Notes</i>	<i>Our Reference</i>
 Serial No.: 78/002,819 Filing Date: 04/06/2000 Registration No. 2,686,520 Registration Date: 02/11/2003	(35) Providing global web-based supply chain order management services, namely validating and processing electronic and paper orders, transactions related to said orders, and invoices for others; providing an on-line interactive electronic database on global computer networks containing information on the inventory of others (38) providing global web-based supply chain order management services, namely electronic transmission of written documents via computer terminals (35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others	GLE Acquisitions, LLC	Registered	Renewal Due between 02/11/2012 and 2/11/2013	26961.62
CROSSMARK Serial No.: 75/520,209 Filing Date: 07/16/1998 Registration No.: 2,457,787 Registration Date: 06/05/2001	(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others	Crossmark, Inc.	Registered	Renewal Due between 06/05/2010 and 06/05/2011	26961.52
CROSSMARK and Design CROSSMARK Serial No.: 75/533,332 Filing Date: 08/10/1998 Registration No.: 2,390,336 Registration Date: 09/26/2000	(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales volume tracking for others; auditing sales for others; conducting market research and market analysis for others; and display and merchandising services for others	Crossmark, Inc.	Registered	Renewal Due between 09/26/2009 and 09/26/2010	26961.53

SCHEDULE 1

<i>Matter</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action/Notes</i>	<i>Our Reference</i>
<p>CROSSMARK and Design with Color</p> <p>CROSSMARK</p> <p>Serial No.: 75/533,335 Filing Date: 08/10/1998 Registration No.: 2,390,337 Registration Date: 09/26/2000</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales volume tracking for others; auditing sales for others; conducting market research and market analysis for others; and display and merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p><i>Registered</i></p>	<p>Renewal Due between 09/26/2009 and 09/26/2010</p>	<p>26961.54</p>
<p>GROWTH SOLUTIONS. EXCEPTIONAL SERVICE.</p> <p>Serial No.: 85/062,369 Filing Date: 06/14/2010</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p><i>Pending</i></p>	<p>Priority Foreign Filing Due 12/14/2010</p>	<p>26961.81</p>
<p>Arch Design</p>  <p>Serial No.: 85/062,372 Filing Date: 06/14/2010</p>	<p>(35) Manufacturer representatives in the field of foods and consumer goods, namely, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; sales of volume tracking for others; auditing sales for others; conducting market research and market research for others; product display and business merchandising services for others</p>	<p>Crossmark, Inc.</p>	<p><i>Pending</i></p>	<p>Priority Foreign Filing Due 12/14/2010</p>	<p>26961.80</p>

SCHEDULE 1

<i>Matter</i>	<i>Goods and/or Services</i>	<i>Owner</i>	<i>Status</i>	<i>Next Action / Notes</i>	<i>Our Reference</i>
<p>THE WAY TO MARKET Serial No.: 78/494,225 Filing Date: February 10, 2009 Registration No.: 3,070,444 Registration Date: 03/21/2006</p>	<p>(35) Manufacturer and retailer representatives in the field of foods and consumer goods, namely, consumer packaged goods, health and beauty aids, confections, dry grocery goods, frozen foods, dinner entrees, ice cream, paper plates and cups, paper towels, toilet and facial tissue, juices and drinks, small appliances, sporting goods, baby formula, photographic supplies, photographic equipment and photographic film, trading cards, pet food, automotive supplies, pharmaceuticals, over-the-counter pharmaceuticals, toys, and games; inventory and shelf arrangement services, namely, replenishing and resetting items for sale by others; tracking sales of volume tracking for others; business auditing services, namely, auditing sales for others; conducting market research for others; business merchandising product display services for others; general business merchandising services, namely marketing; business consulting services in the field of marketing, advertising and sales; advertising agency services; and business consultation in the field of brand development.</p>	<p>Crossmark, Inc.</p>	<p><i>Registered</i></p>	<p>Section 8 & 15 Declaration due between 03/21/2011 and 03/21/2012</p>	<p>26961.27</p>