

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geneva Watch Company Inc.		04/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Laminar Direct Capital L.P., as Agent		
Street Address:	10000 Memorial Drive		
Internal Address:	Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1854589	MATHEY TISSOT	
Registration Number:	0346198	MATHEY-TISSOT	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	033532.26NTGENEVALAMINCLE		
NAME OF SUBMITTER:	Charles L. Evans		

OP \$65.00 1854589

Signature:	/Charles L. Evans/
Date:	05/24/2006
Total Attachments: 4 source=ngsi-t Geneva Laminar#page1.tif source=ngsi-t Geneva Laminar#page2.tif source=ngsi-t Geneva Laminar#page3.tif source=ngsi-t Geneva Laminar#page4.tif	

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of April 19, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Laminar Direct Capital L.P., as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
	See Schedule A attached hereto.	

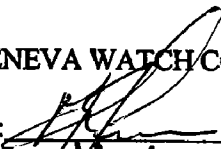
TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
	See Schedule A attached hereto.	

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GENEVA WATCH COMPANY, INC.

By: 
Name: Mark E. Lucas
Title: President & CEO

Acknowledged and Accepted:

LAMINAR DIRECT CAPITAL L.P., as Agent

By: _____
Robert Ladd
Authorized Signatory

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

GENEVA WATCH COMPANY, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

LAMINAR DIRECT CAPITAL L.P., as Agent

By: 
Robert Ladd
Authorized Signatory

Schedule A

**Geneva Watch Company, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
MATHEY TISSOT	1854589	9/20/94
MATHEY-TISSOT	0346198	5/18/37