

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
Omni Watch and Clock Company, LLC		10/20/2008	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Merrill Lynch Commercial Finance Corporation		
Street Address:	4 World Financial Ctr		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10080		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2931219	BEAUVAIS	
Registration Number:	2683964	CORNELL	
Registration Number:	2271168	AEROSTAR	
Registration Number:	2096119	AMERICAN OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-1036		
Email:	maierse@gtlaw.com		
Correspondent Name:	Eric J. Maiers		
Address Line 1:	77 W. Wacker		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	066140.015600		

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NAME OF SUBMITTER:	Eric J. Maiers
Signature:	/Eric J. Maiers/
Date:	10/29/2008
Total Attachments: 3 source=Security Agmt#page1.tif source=Security Agmt#page2.tif source=Security Agmt#page3.tif	

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 20th day of October, 2008, by and between OMNI WATCH AND CLOCK COMPANY, LLC, a New York limited liability company (the "Customer"), and MERRILL LYNCH COMMERCIAL FINANCE CORPORATION, a Delaware corporation, as assignee of the interest of Merrill Lynch Business Financial Services, Inc. ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain WCMA Loan and Security Agreement No. 858-02000 dated as of September 23, 2003 and that certain WCMA Reducing Revolver-Loan and Security Agreement No. 858-02064 dated as of July 23, 2007, each executed between the Customer and Lender (as amended or otherwise modified from time to time, the "Loan Agreements"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to Lender, the Customer has granted to Lender a continuing security interest in certain of the Customer's assets, including, without limitation, the Collateral (as defined below);

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

1. Incorporation of Loan Agreement Definitions. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreements.
2. Grant and Reaffirmation of Grant of Security Interest. The Customer represents that it is the sole owner of the Trademarks listed on Schedule I hereto, free and clear of all liens, claims and encumbrances thereon. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to Lender, and hereby reaffirms its prior grant pursuant to each of the Loan Agreements of, a continuing security interest in the Customer's entire right, title and interest in and to all of its Trademarks, including, without limitation, all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks; each license of any of the Trademarks in favor of the Customer as licensee, including, without limitation, to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Customer against third parties and damages for the past, present or future infringement or dilution of any of the Trademarks or any of the Trademarks licensed under any license of any of the Trademarks, or for injury to the goodwill associated with any of the Trademarks, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Collateral"). The term "Trademarks" shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings 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 any other country or any political subdivision thereof, and all renewals thereof), including but not limited those set forth on Schedule A attached hereto.
3. New Trademarks. The Customer represents and warrants that if, before the Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, the Customer shall (i) become aware of any-existing Trademarks of which the Customer has not previously informed Lender; (ii) obtain rights to any Trademarks, or (iii) become entitled to the benefit of any Trademarks, the provisions of this Mortgage above shall automatically apply thereto. The Customer hereby authorizes Lender to modify this Mortgage by amending Schedule I to include any such Trademarks. Lender shall notify the Customer of all such modifications.
4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and each of the Loan Agreements has been terminated in accordance with their terms.
5. Effect on Other Agreements; Cumulative Remedies. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under any of the Loan Agreements or other Loan Documents, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by any of the Loan Agreements, by any of the other Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.
6. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.
7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE


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OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

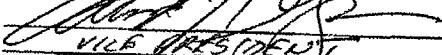
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

OMNI WATCH AND CLOCK COMPANY, LLC

By 
Is PRESIDENT

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH COMMERCIAL FINANCE
CORPORATION

By 
Is VICE PRESIDENT

SCHEDULE I

TRADEMARKS

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Beauvais	2931219	03/08/05
Cornell	2683964	02/04/03
Aerostar	2271168	08/17/99
American Outdoor	2096119	09/09/97