

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
TOURNEAU, LLC		01/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3122772	TOURNEAU WATCH GEAR
Registration Number:	3033251	
Registration Number:	3017514	T T
Registration Number:	1736465	TOURNEAU
Registration Number:	1500006	TOURNEAU CORNER NEW YORK - BAL HARBOUR - GENEVA
Registration Number:	1402086	MADISON AVENUE
Registration Number:	1402085	NEW YORKER
Registration Number:	1367524	SAFARI
Registration Number:	2139714	TOURNEAU TIMEMACHINE
Registration Number:	3517556	WHERE YOU MEET YOUR OTHER FACE
Registration Number:	2566383	TOURNEAU CERTIFIED PRE-OWNED
Registration Number:	2458134	TOURNEAU WATCH GEAR
Registration Number:	2336236	TOURNEAU
Registration Number:	2450088	TOURNEAU WATCH GEAR

TRADEMARK

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Registration Number:	2452090	GET WATCHED
Registration Number:	2599717	LIFETIME VALUE PLAN
Registration Number:	2603060	LVP TOURNEAU LIFETIME VALUE PLAN
Registration Number:	2495120	PALM BEACH
Registration Number:	2929559	TOURNEAU
Registration Number:	2838774	WATCHFEST
Registration Number:	2847536	TOURNEAU
Registration Number:	2990664	TOURNEAU
Registration Number:	2989515	TIME DOME
Registration Number:	3357545	TAKE YOUR TIME
Registration Number:	3357650	TOURNEAU CORNER
Serial Number:	85155884	T TOURNEAU
Serial Number:	85187238	TOURNEAU CERTIFIED PRE-OWNED

CORRESPONDENCE DATA

Fax Number: (212)230-7735
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123186535
Email: traceybennett@paulhastings.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Paul, Hastings
Address Line 2: 75 E. 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56704.00117
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	01/19/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, restatements, supplements or other modifications from time to time, this "Trademark Security Agreement"), dated as of January 19, 2011, is made by TOURNEAU, LLC, a Delaware limited liability company ("Tourneau LLC"), as successor-by-merger to Tourneau, Inc., a New York corporation, and 636 NORTH MICHIGAN AVENUE JEWELERS LLC, a Delaware limited liability company ("Michigan Avenue Jewelers" and, together with Tourneau LLC, each individually, a "Grantor" and, collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent"), acting for and on behalf of the financial institutions which are from time to time parties to the Credit Agreement (as defined below) as lenders (each a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Tourneau LLC, Tourneau Acquisition Corp., a Delaware corporation ("Acquisition Corp." and together with Tourneau LLC, "Borrowers"), the other Credit Parties party thereto, Agent and Lenders, Lenders have severally agreed to make extensions of credit and other financial accommodations to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, of even date herewith, in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor and the other Credit Parties party thereto have agreed to grant a continuing Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Security Agreement, the "Collateral") to secure the Obligations (as defined in the Credit Agreement) of Borrowers.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit and other financial accommodations to Borrowers, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of Lenders, and grants to Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Credit Agreement), including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds (as defined in the Credit Agreement) of the foregoing, including without limitation income, royalties, license fees, payments, claims, damages, and proceeds of suit at any time due or payable or asserted under and with respect to any of the foregoing, and 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. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.

Section 5. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission (as defined in the Credit Agreement) shall be as effective as delivery of a manually executed counterpart hereof.

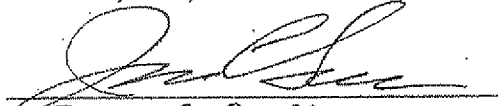
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TOURNEAU, LLC, as Grantor


By: 
Name: James C. Seuss
Title: President and Chief Executive Officer

636 NORTH MICHIGAN AVENUE
JEWELERS LLC, as Grantor

By: 
Name: James C. Seuss
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Craig Winslow
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004456 FRAME: 0699

Acknowledgment of Grantors

STATE OF New York)
) ss.
COUNTY OF New York)

On this 1th day of January, 2011 before me personally appeared James C. Seuss, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TOURNEAU, LLC, a Delaware limited liability company and 636 NORTH MICHIGAN AVENUE JEWELERS LLC, a Delaware limited liability company (collectively, "Grantors" and each, a "Grantor"), who being by me duly sworn did depose and say that he is an authorized officer of each Grantor, that the said instrument was signed on behalf of such Grantor as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said entity.

Alicia N. Ramcharan
Notary Public

ALICIA N. RAMCHARAN
Notary Public, State of New York
No. 01RA6130143
Qualified in Kings County
Commission Expires July 11, 2011

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

MARK	STATUS	REG. DATE	REG. NUMBER	CURRENT OWNER
TOURNEAU WATCH GEAR and Design	Registered	08/01/2006	3,122,772	TOURNEAU, LLC
Design	Registered	12/20/2005	3,033,251	TOURNEAU, LLC
TT and Design	Registered	11/22/2005	3,017,514	TOURNEAU, LLC
TOURNEAU	Registered	12/01/1992	1,736,465	TOURNEAU, LLC
TOURNEAU CORNER NEW YORK -- BAL HARBOUR -- GENEVA	Registered	08/09/1988	1,500,006	TOURNEAU, LLC
MADISON AVENUE	Registered	07/22/1986	1,402,086	TOURNEAU, LLC
NEW YORKER	Registered	07/22/1986	1,402,085	TOURNEAU, LLC
SAFARI	Registered	10/29/1985	1,367,524	TOURNEAU, LLC
TOURNEAU TIMEMACHINE	Registered	02/24/1998	2,139,714	TOURNEAU, LLC
WHERE YOU MEET YOUR OTHER FACE	Registered	10/14/2008	3,517,556	TOURNEAU, LLC
TOURNEAU CERTIFIED PRE-OWNED AND Design	Registered	05/07/2002	2,566,383	TOURNEAU, LLC
TOURNEAU WATCH GEAR	Registered	06/05/2001	2,458,134	TOURNEAU, LLC
TOURNEAU	Registered	03/28/2000	2,336,236	TOURNEAU, LLC
TOURNEAU WATCH GEAR and Design	Registered	05/08/2001	2,450,088	TOURNEAU, LLC
GET WATCHED	Registered	05/15/2001	2,452,090	TOURNEAU, LLC
LIFETIME VALUE PLAN	Registered	07/23/2002	2,599,717	TOURNEAU, LLC
LVP TOURNEAU LIFETIME VALUE PLAN	Registered	07/30/2002	2,603,060	TOURNEAU, LLC
PALM BEACH	Registered	10/02/2001	2,495,120	TOURNEAU, LLC

TOURNEAU	Registered	03/01/2005	2,929,559	TOURNEAU, LLC
WATCHFEST	Registered	05/04/2004	2,838,774	TOURNEAU, LLC
TOURNEAU	Registered	06/01/2004	2,847,536	TOURNEAU, LLC
TOURNEAU and Design	Registered	08/30/2005	2,990,664	TOURNEAU, LLC
TIME DOME	Registered	08/30/2005	2,989,515	TOURNEAU, LLC
TAKE YOUR TIME	Registered	12/18/2007	3,357,545	TOURNEAU, LLC
TOURNEAU CORNER	Registered	12/18/2007	3,357,650	TOURNEAU, LLC

B. TRADEMARK APPLICATIONS

MARK	STATUS	FILING DATE	SERIAL NUMBER	CURRENT OWNER
TOURNEAU and T Design	Application	10/19/2010	85/155,884	TOURNEAU, LLC
TOURNEAU CERTIFIED PRE-OWNED and Design	Application	11/30/2010	85/187,238	TOURNEAU, LLC

C. LICENSES

Trademark license Agreement dated as of December 1, 2010 between 636 North Michigan Avenue Jewelers LLC and Rolex Watch U.S.A., Inc. to permit the use of the ROLEX trademark and emblem in connection with the operation of a retail store at 636 North Michigan Avenue, Chicago, IL 60611.

License Agreement dated March 10, 2004 between Tourneau, LLC (as successor by merger to Tourneau, Inc.) and Tura Inc., as amended, for the manufacture and distribution of eyewear. The Agreement is terminating by mutual agreement effective June 30, 2011.