

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST - TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M.Z. Berger & Co., Inc.		07/20/2012	CORPORATION: NEW YORK
MZB Imagination LLC		07/20/2012	LIMITED LIABILITY COMPANY: NEW YORK
Swiss Luxury Brands LLC		07/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
XOS LLC		07/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Rosenthal & Rosenthal, Inc.
<b>Street Address:</b>	1370 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 95**

Property Type	Number	Word Mark
Registration Number:	3856355	ROCKLAND
Registration Number:	1095093	W
Registration Number:	3660125	AQUA ART
Serial Number:	77944519	ARM CANDY
Serial Number:	85314408	ARM CANDY BY W
Serial Number:	85485688	BENRUS
Registration Number:	3882293	BENRUS
Registration Number:	0166589	BENRUS
Registration Number:	3615581	BRUISE BUSTER
Registration Number:	3268371	CHRISTIAN ROCK

CH \$2390.00 3856355

Registration Number:	4003620	COOL BANDZ
Registration Number:	3657022	COOL IT
Registration Number:	1344293	CURVEX
Serial Number:	85418404	ELGIN
Registration Number:	0021464	ELGIN NATIONAL WATCH CO.
Registration Number:	0727232	ELGIN SPORTSMAN
Registration Number:	3259884	EMBASSY
Registration Number:	2728268	E-TECH
Serial Number:	85495269	FREE RELIGION
Registration Number:	4119715	GALAXY
Registration Number:	3524650	GIGA BUBBLES
Serial Number:	77941221	GREEN EARTH
Registration Number:	1869480	GRUEN PRECISION
Registration Number:	3388935	GRUEN SWISS
Serial Number:	85468254	HIDDEN TREASURES
Registration Number:	3594966	HUGO MAX
Serial Number:	85010140	I-KIDZ
Serial Number:	85193536	IMOVE
Registration Number:	3194073	INDESTRUCTO
Registration Number:	3453876	INDUSTRY
Serial Number:	77222620	IWATCH
Serial Number:	77941120	JACK OF HEARTS
Registration Number:	3955723	JACK OF HEARTS
Registration Number:	1686294	L.A. EXPRESS
Serial Number:	85285083	LADY DIVA
Serial Number:	85314387	LADY DIVA BY W
Registration Number:	3265142	LADY ELGIN
Serial Number:	77943821	LIVE WELL
Registration Number:	3265138	LORD ELGIN
Serial Number:	85564111	MASTER HOROLOGE
Serial Number:	85575701	MEGA MOSTRO
Registration Number:	2614568	NELSONIC
Registration Number:	1749873	PC
Registration Number:	1314537	PC
Registration Number:	1316906	PIERRE CARDIN

	1316905	PIERRE CARDIN
Registration Number:	3175331	REFLECTIONS BY WALTHAM
Registration Number:	2602318	SACHE
Registration Number:	3279039	SHARP TURN
Registration Number:	4132388	SPRAYART
Registration Number:	2673250	STUDIO TIME
Registration Number:	3856324	TATTOOL ART
Registration Number:	3524653	THE UNSTOPPABLE GIGA BUBBLES
Registration Number:	3499196	WALTHAM
Serial Number:	78972646	WALTHAM
Registration Number:	0082124	WALTHAM
Registration Number:	0099132	WALTHAM
Registration Number:	1420961	WATCH-IT
Registration Number:	3815549	ACCU-SET
Registration Number:	2110195	BOO BOO BUDDY
Registration Number:	3445626	FEVER BUDDY
Registration Number:	3152169	SKINVESTMENT
Registration Number:	2926571	BALLPOINT
Serial Number:	85056017	BALLPOINT PENCIL
Registration Number:	3305765	BEAST
Registration Number:	3873784	CALIBRÉ BUZO
Registration Number:	3603871	CALIBRÉ ROBUSTO
Registration Number:	3513511	CYCLOPS
Registration Number:	3333587	EMBRACE THE BEAST WITHIN YOU
Registration Number:	3358550	EMBRACE THE BEAUTY WITHIN YOU
Registration Number:	3509539	JAKAL
Registration Number:	3279931	RC
Registration Number:	3204872	RENATO
Registration Number:	3358541	RENATO BEAUTY
Registration Number:	3618137	RENATO COLLEZIONI
Registration Number:	4007317	RENATO EMPORIUM
Registration Number:	3358551	RENATO WILDE-BEAST
Serial Number:	77203908	STALLION
Registration Number:	3305879	T-REX
Registration Number:	3574960	VINTAGE BEAST

	3463551	NIGHT WARRIOR
Registration Number:	3463552	OCEAN WARRIOR
Registration Number:	3463322	BARRACUDA
Registration Number:	3589904	DESERT WARRIOR
Registration Number:	3478379	DUBAI SUPERLATIVE
Registration Number:	3716345	SUPERLATIVE STAR
Registration Number:	3777894	XOS
Registration Number:	3481650	XOSKELETON
Registration Number:	3496827	XOSKELETON SUPERLATIVE
Registration Number:	3496759	XOSKELETON INTERCONTINENTAL
Registration Number:	3666721	
Registration Number:	3265144	ELGIN
Registration Number:	3264157	GRUEN
Registration Number:	2006373	SHARP
Registration Number:	0812513	SHARP

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-756-2132  
Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	061211-0002
NAME OF SUBMITTER:	Scott Kareff (061211-0002)
Signature:	/kc for sk/
Date:	08/15/2012

**Total Attachments: 6**

source=Trademark Grant of A Security Agreement for M.Z. Berger#page1.tif  
source=Trademark Grant of A Security Agreement for M.Z. Berger#page2.tif  
source=Trademark Grant of A Security Agreement for M.Z. Berger#page3.tif  
source=Trademark Grant of A Security Agreement for M.Z. Berger#page4.tif  
source=Trademark Grant of A Security Agreement for M.Z. Berger#page5.tif  
source=Trademark Grant of A Security Agreement for M.Z. Berger#page6.tif

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 20, 2012, by M.Z. Berger & Co., Inc., a New York corporation ("Borrower"), MZB Imagination LLC, a New York limited liability company ("MZB Imagination"), Swiss Luxury Brands LLC, a Delaware limited liability company ("Swiss Luxury Brands") and XOS LLC, a Delaware limited liability company ("XOS" and together with Borrower, MZB Imagination and Swiss Luxury Brands, each a "Grantor" and collectively, the "Grantors") in favor of Rosenthal & Rosenthal, Inc., a New York corporation, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Amended and Restated Security Agreement, dated July 20, 2012 (as further amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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.


Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

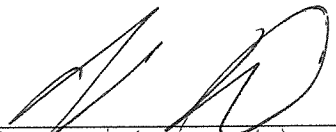
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS:

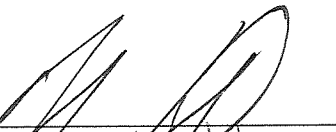
M.Z. BERGER & CO. INC.

By:   
Name: Bernard Helmelstein  
Title: CEO

MZB IMAGINATION LLC

By:   
Name: Bernard Helmelstein  
Title: CEO

SWISS LUXURY BRANDS LLC

By:   
Name: Bernard Helmelstein  
Title: CEO

XOS LLC

By:   
Name: Bernard Helmelstein  
Title: CEO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner/Grantor</u>	<u>Trademark</u>	<u>Application No. or Registration No.</u>
M.Z. Berger & Co. Inc.	Rockland	Appl: 77941501 Reg: 3,856,355
M.Z. Berger & Co. Inc.	W	1,095,093
M.Z. Berger & Co. Inc.	AQUA ART	3660125
M.Z. Berger & Co. Inc.	ARM CANDY	77944519
M.Z. Berger & Co. Inc.	ARM CANDY BY W	85314408
M.Z. Berger & Co. Inc.	BENRUS	85485688
M.Z. Berger & Co. Inc.	BENRUS	Reg#: 3,882,293 Appl #: 77855323
M.Z. Berger & Co. Inc.	BENRUS	166,589
M.Z. Berger & Co. Inc.	BRUISE BUSTER	3615581
M.Z. Berger & Co. Inc.	CHRISTIAN ROCK	3,268,371
M.Z. Berger & Co. Inc.	COOL BANDZ	85040424 Reg# 4003620
M.Z. Berger & Co. Inc.	COOL IT	3657022
M.Z. Berger & Co. Inc.	CURVEX	1,344,293
M.Z. Berger & Co. Inc.	ELGIN	85418404
M.Z. Berger & Co. Inc.	ELGIN NATIONAL WATCH CO.	21,464
M.Z. Berger & Co. Inc.	ELGIN SPORTSMAN	727,232
M.Z. Berger & Co. Inc.	EMBASSY	3,259,884
M.Z. Berger & Co. Inc.	E-TECH	2,728,268
M.Z. Berger & Co. Inc.	FREE RELIGION	85495269
M.Z. Berger & Co. Inc.	GALAXY	85357263 Reg 4119715
M.Z. Berger & Co. Inc.	GIGA BUBBLES	3,524,650
M.Z. Berger & Co. Inc.	GREEN EARTH	APPL: 77941221 Reg: 3,853,429
M.Z. Berger & Co. Inc.	GRUEN PRECISION	1,869,480
M.Z. Berger & Co. Inc.	GRUEN SWISS	3,388,935
M.Z. Berger & Co. Inc.	HIDDEN TREASURES	85468254
M.Z. Berger & Co. Inc.	HUGO MAX	3594966
M.Z. Berger & Co. Inc.	I-KIDZ	Apl# 85010140 Reg # 3942099
M.Z. Berger & Co. Inc.	iMOVE	85193536
M.Z. Berger & Co. Inc.	INDESTRUCTO	3,194,073
M.Z. Berger & Co. Inc.	INDUSTRY	3,453,876
M.Z. Berger & Co. Inc.	iWATCH	77/222,620
M.Z. Berger & Co. Inc.	JACK OF HEARTS	77941120, Reg # 3955723
M.Z. Berger & Co. Inc.	L.A. EXPRESS	1,686,294
M.Z. Berger & Co. Inc.	LADY DIVA	85285083



<u>Owner/Grantor</u>	<u>Trademark</u>	<u>Application No. or Registration No.</u>
M.Z. Berger & Co. Inc.	LADY DIVA BY W	85314387
M.Z. Berger & Co. Inc.	LADY ELGIN	3,265,142
M.Z. Berger & Co. Inc.	LIVE WELL	77943821
M.Z. Berger & Co. Inc.	LORD ELGIN	3,265,138
M.Z. Berger & Co. Inc.	MASTER HOROLOGE	85564111
M.Z. Berger & Co. Inc.	MEGA MOSTRO	85575701
M.Z. Berger & Co. Inc.	NELSONIC	2,614,568
M.Z. Berger & Co. Inc.	PC (stylized letters)	1749873
		Appl # 74176917
M.Z. Berger & Co. Inc.	PC (stylized letters)	1314537
M.Z. Berger & Co. Inc.	PIERRE CARDIN (signature)	1,316,906
M.Z. Berger & Co. Inc.	PIERRE CARDIN (word mark)	1,316,905
M.Z. Berger & Co. Inc.	REFLECTIONS BY WALTHAM	3,175,331
M.Z. Berger & Co. Inc.	SACHE	2,602,318
M.Z. Berger & Co. Inc.	SHARP TURN	3,279,039
M.Z. Berger & Co. Inc.	SPRAYART	Appl # 78/628984
		Reg # 4,132,388
M.Z. Berger & Co. Inc.	STUDIO TIME	2,673,250
M.Z. Berger & Co. Inc.	TATTOOL ART	77941060
		Reg: 3,856,324
M.Z. Berger & Co. Inc.	THE UNSTOPPABLE GIGA BUBBLES (stylized logo)	3,524,653
M.Z. Berger & Co. Inc.	WALTHAM	3,499,196
		78/972,646
M.Z. Berger & Co. Inc.	WALTHAM	0,082,124
M.Z. Berger & Co. Inc.	WALTHAM	0,099,132
M.Z. Berger & Co. Inc.	WATCH-IT	1,420,961
M.Z. Berger & Co. Inc.	ACCU -SET	3,815,549
M.Z. Berger & Co. Inc.	BOO BOO BUDDY	Reg#: 2110195
		SN: 74305050
M.Z. Berger & Co. Inc.	FEVER BUDDY	Reg# 3445626
M.Z. Berger & Co. Inc.	SKINVESTMENT	Reg# 3152169
MZB Imagination, LLC	BALLPOINT	2926571
MZB Imagination, LLC	BALLPOINT PENCIL	85/056017
		Reg# 3916654
Swiss Luxury Brands LLC	BEAST	3305765
Swiss Luxury Brands LLC	CALIBRE BUZO	3873784
Swiss Luxury Brands LLC	CALIBRE ROBUSTO	3603871
Swiss Luxury Brands LLC	CYCLOPS	3513511
Swiss Luxury Brands LLC	EMBRACE THE BEAST WITHIN YOU	3,333,587
Swiss Luxury Brands LLC	EMBRACE THE BEAST WITHIN YOU	3,358,550

<u>Owner/Grantor</u>	<u>Trademark</u>	<u>Application No. or Registration No.</u>
Swiss Luxury Brands LLC	JAKAL	3,509,539
Swiss Luxury Brands LLC	RC	3,279,931
Swiss Luxury Brands LLC	RENATO	3,204,872
Swiss Luxury Brands LLC	RENATO BEAUTY	3,358,541
Swiss Luxury Brands LLC	RENATO COLLEZIONI	3,618,137
Swiss Luxury Brands LLC	RENATO EMPORIUM	4,007,317
Swiss Luxury Brands LLC	RENATO WILDE-BEAST	3,358,551
Swiss Luxury Brands LLC	SPORGENZA	3,603,871
Swiss Luxury Brands LLC	STALLION	77203908
Swiss Luxury Brands LLC	T-REX	3,305,879
Swiss Luxury Brands LLC	VINTAGE BEAST	3,574,960
XOS LLC	NIGHT WARRIOR	3463551
XOS LLC	OCEAN WARRIOR	3463552
XOS LLC	BARRACUDA	3463322
XOS LLC	DESERT WARRIOR	3589904
XOS LLC	DUBAI SUPERLATIVE	3478379
XOS LLC	SUPERLATIVE STAR	3716345
XOS LLC	XOS (Stylized and Design)	3777894
XOS LLC	XOSKELETON	3481650
XOS LLC	XOSKELETON SUPERLATIVE	3496827
XOS LLC	XOSKELETON	
	INTERCONTINENTAL	3496759
XOS LLC	X (Miscellaneous Design)	3666721

The grant hereunder also includes the following trademarks:

<u>Owner/Grantor</u>	<u>Trademark</u>	<u>Application or Registration No.</u>
M.Z. Berger & Co. Inc.	ELGIN	3,265,144
M.Z. Berger & Co. Inc.	GRUEN	3,264,157
M.Z. Berger & Co. Inc.	SHARP	2,006,373
M.Z. Berger & Co. Inc.	SHARP	0,812,513

which were previously assigned pursuant to an assignment to Grantee that was recorded on November 7, 2007; Reel/File: 3656/0571, and does not need to be re-recorded herewith.