

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ADVANCE WATCH COMPANY LTD.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company
 Citizenship: Michigan
 Execution Date(s) June 21, 2013
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

National Banking Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 42 US Marks

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1050.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868

Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

June 24, 2013
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1065.00 85757256

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Advance Watch Company Ltd.	1070973	ADVANCE
Advance Watch Company Ltd.	3936428	ADVANCE TIME TECHNOLOGY
Advance Watch Company, Ltd., d/b/a Geneva Watch Group	3624344	AQUA LOCK
Advance Watch Company Ltd.	1998355	AQUALITE
Advance Watch Company Ltd.	1542449	AQUATECH
Advance Watch Company Ltd.	1453155	AVANTI
Advance Watch Company Ltd.	2798508	AVATRA
Advance Watch Company Ltd.	2159260	FIELD RANGER
Advance Watch Company Ltd.	1271736	FUTURA
Advance Watch Company Ltd.	3489779	GAME TIME
Advance Watch Company Ltd.	4215797	GC (Stylized)
Advance Watch Company Ltd.	3430576	GTEN
Advance Watch Company Ltd.	3539679	GTSPORTS
Advance Watch Company, Ltd., d/b/a Geneva Watch Group	3755354	HYDRO PUSHERS
Advance Watch Company Ltd.	4089062	ICVRD and Design
Advance Watch Company Ltd.	4210628	JULES + JAMES
Advance Watch Company Ltd.	1913219	LTD
Advance Watch Company Ltd.	2992301	LUGER
Advance Watch Company Ltd.	1854589	MATHEY TISSOT
Advance Watch Company Ltd.	0346198	MATHEY TISSOT (Stylized)
Advance Watch Company Ltd.	4119335	NITRO
Advance Watch Company Ltd.	4056858	ORGANTICK

OWNER	REGISTRATION NUMBER	TRADEMARK
Advance Watch Company Ltd.	3664546	SLUMBERBUG
Advance Watch Company Ltd.	3815024	TIME READY TECHNOLOGY
Advance Watch Company, Ltd., d/b/a Geneva Watch Group	3787917	TOUHLAP
Advance Watch Company Ltd.	2018602	ULTIMATE
Advance Watch Company Ltd.	2422222	ULTRATECH

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Advance Watch Company, Ltd.	85/757256	CONNECTDEVICE
Advance Watch Company Ltd.	85/267321	CVRD
Advance Watch Company Ltd.	85/024910	DIGI-TOUCH
Advance Watch Company, Ltd.	85/751862	FYI
Advance Watch Company Ltd.	85/269670	G-TECH
Advance Watch Company Ltd.	85/493571	H HIP HOP and Design
Advance Watch Company LTD.	85/031012	HEALTH TECH
Advance Watch Company LTD.	85/460344	ICVRD and Design
Advance Watch Company LTD.	85/565135	INFERNO
Advance Watch Company, Ltd. d/b/a Geneva Watch Group	85/457965	NEVER FORGET and Design
Advance Watch Company, Ltd. d/b/a Geneva Watch Group	85/457958	NEVER FORGET and Design
Advance Watch Company LTD.	77/967275	QUICKTOUCH
Advance Watch Company LTD.	85/001891	TOUCH&GO
Advance Watch Company, Ltd. d/b/a Geneva Watch Group	85/457982	UNITED WE STAND and Design
Advance Watch Company, Ltd. d/b/a Geneva Watch Group	85/457975	UNITED WE STAND and Design

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of June, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated June 21, 2013 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among ADVANCE WATCH COMPANY LTD., a Michigan corporation ("AWC"), SUNBURST PRODUCTS, INC., a California corporation ("Sunburst"), and GWG INTERNATIONAL, LTD., a Delaware corporation ("GWG"; and together with AWC and Sunburst, each individually as a "US Borrower", and individually and collectively, the "US Borrowers"), ADVANCE WATCH COMPANY (FAR EAST) LIMITED, a company incorporated under the laws of Hong Kong ("Far East"; and together with US Borrowers and any other Person that at any time after the date hereof becomes a Borrower, each individually a "Borrower", and individually and collectively, the "Borrowers"), and BINDA USA HOLDINGS, INC., a Delaware corporation ("Guarantor"), Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated June 21, 2013 (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security

interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

(d) except in the case of each of the foregoing clauses (a), (b) and (c), to the extent that any such Intellectual Property License constitutes Excluded Property.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE guaranty and SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ADVANCE WATCH COMPANY LTD.

By: 
Name: James L. Gregg
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: S.N. Thorne
Name: S.N. Thorne
Title: ~~Authorized Signatory~~ Director

Trademark Security Agreement - AWC

TRADEMARK
REEL: 005057 FRAME: 0912

OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Advance Watch Co, Ltd	2090769	Argentina	ADVANCE CLASSIC
Advance Watch Co., Ltd	2090771	Argentina	ADVANCE LTD
Advance Watch. Ltd	2090768	Argentina	AQUATECH
Advance Watch Co. Ltd	2149525	Argentina	EZ READ
Advance Watch Co., Ltd.	A516923	Australia	ADVANCE
Advance Watch Co., Ltd	826810705	Brazil	AQUATECH
Advance Watch Co., Ltd	826810691	Brazil	AVANTI
Advance Watch Co., Ltd	826838774	Brazil	PANACHE
Advance Watch Co., Ltd.	528402	Canada	ADVANCE
Advance Watch Company, Ltd.	370822	Canada	ADVANCE
Advance Watch Co. Ltd.	377995	Canada	AQUATECH
Advance Watch Co., Ltd.	370267	Canada	AVANTI
Advance Watch Company, Ltd.	636104	Canada	KIDS ROW
Advance Watch Company Ltd.	806779	Canada	NITRO
Advance Watch Co., Ltd.	680331	Canada	PANACHE
Advance Watch Company Ltd.	797362	Canada	SLUMBERBUG
Advance Watch Company Ltd.	10159747	European Community	ICVRD and Design
Advance Watch Co., Ltd.	30458799	Germany	AFFINITY
Advance Watch Co., Ltd.	30458797	Germany	LIZ JONES
Advance Watch Co., Ltd.	30442604	Germany	NITRO
Advance Watch Co., Ltd.	30470604	Germany	ODYSSEY
Advance Watch Co., Ltd.	30458798	Germany	SWERVE
Advance Watch Co., Ltd.	30458800	Germany	WHIZ KIDS
Advance Watch Co., Ltd.	865120	Mexico	2 COOL
Advance Watch Co., Ltd.	331079	Mexico	ADVANCE
Advance Watch. Co., Ltd.	865121	Mexico	ADVANCE LTD
Advance Watch Co., Ltd.	1036046	Mexico	AQUALITE
Advance Watch Co., Ltd.	865119	Mexico	AQUATECH
Advance Watch Co., Ltd.	839879	Mexico	AVATRA
Advance Watch Co., Ltd.	1103586	Mexico	BNY
Advance Watch Company , Ltd.	1168885	Mexico	DURANGO

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OWNER	REGISTRATION NUMBER	COUNTRY/ STATE	TRADEMARK
Advance Watch Co., Ltd.	839881	Mexico	ESSEX
Advance Watch Co., Ltd.	856991	Mexico	FAST TRACK
Advance Watch Co., Ltd.	1036045	Mexico	FOXY
Advance Watch Co., Ltd.	857557	Mexico	FREE SPIRIT
Advance Watch Co., Ltd.	1051824	Mexico	GC (Stylized)
Advance Watch Company, Ltd.	1262191	Mexico	ICVRD and Design
Advance Watch Company, Ltd.	1260429	Mexico	LTD
Advance Watch Co., Ltd.	839880	Mexico	PANACHE
Advance Watch Co., Ltd.	1051405	Mexico	SLUMBERBUG

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/ STATE	TRADEMARK
Advance Watch Co., Ltd	826810713	Brazil	2 COOL
Advance Watch Company Ltd.	1479258	Canada	ADVANCE TIME TECHNOLOGY
Advance Watch Company Ltd.	1390081	Canada	GC and Design
Advance Watch Company Ltd.	1537399	Canada	ICVRD and Design
Advance Watch Company Ltd.	1509266	Canada	JULES & JAMES
Advance Watch Co., Ltd.	1555874	Canada	LTD

TRADEMARK LICENSES:

Name of Agreement	Date of Agreement	Parties to Agreement	Date of Expiration Termination	Governing Law
Kenneth Cole Productions	Omnibus License Agreement Renewal Dated January 1, 2012	Advance Watch Co. Ltd. and Kenneth Cole Productions (LIC) and Kenneth Cole Productions, Inc.	December 31, 2016	New York
Ted Baker	November 7, 2007, Amended (1st) January 1, 2012	Advance Watch Co. Ltd. and No Ordinary Designer Label Limited DBA Ted Baker	December 31, 2015	England
Tommy Bahama	Start: June 1, 2009 Dated: March 12, 2009 (on signature page) Amended (1st)- March 22, 2012 and extended on September 11, 2012	Advance Watch Co. Ltd. and Tommy Bahama Group, Inc.	February 1, 2016	New York
Zoo York	March 31, 2010	Advance Watch Co. Ltd. and IP Holdings Unltd LLC	December 31, 2013	New York

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Name of Agreement	Date of Agreement	Parties to Agreement	Date of Expiration Termination	Governing Law
Burwood Products Elgin	July 11, 1996, as amended February 6, 2006	Advance Watch Company Ltd. and Burwood Products Company	December 31, 2014	Illinois
NFL	April 1, 2010	Advance Watch Co. Ltd. and NFL Properties LLC	March 31, 2013	New York
MLB	1st Amendment Effective Date January 1, 2012	Advance Watch Company Ltd. and Major League Baseball Properties, Inc.	December 31, 2013	New York

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