

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIXON, INC.		04/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A., as Agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85876592	NIXON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademark@buchalter.com		
Correspondent Name:	Lisa Levinson C/O BUCHALTER NEMER		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	H7188-0005		
NAME OF SUBMITTER:	/lisa levinson/		
SIGNATURE:	/ll/		
DATE SIGNED:	05/08/2014		
Total Attachments: 5			
source=Trademark Security Agreement (4-23-2014)#page1.tif			
source=Trademark Security Agreement (4-23-2014)#page2.tif			
source=Trademark Security Agreement (4-23-2014)#page3.tif			
source=Trademark Security Agreement (4-23-2014)#page4.tif			
source=Trademark Security Agreement (4-23-2014)#page5.tif			

CH \$40.00 85876592

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 23, 2014 by Nixon, Inc. (the "Pledgor"), in favor of HSBC Bank USA, N.A., in its capacity as Administrative Agent (the "Agent") pursuant to the Loan, Guaranty and Security Agreement (the "Agreement") dated as of April 16, 2012.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to the Agreement in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the ratable benefit of the Secured Parties, to enter into the Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Property).

For the avoidance of doubt, the Trademark Collateral shall not include, and nothing in this Trademark Security Agreement shall be deemed to grant a lien on or security interest in, any intent-to-use trademark application until such time, if any, as a Statement of Use or an Amendment to Allege Use has been filed and accepted by the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Borrower, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Intercreditor Agreement. The priority of the Lien granted to the Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any

conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

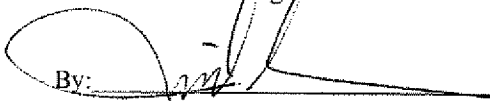
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIXON, INC.,
as Pledgor

By: N. J. L.
Name: NICK STOWE
Title: CEO

Accepted and Agreed:

HSBC BANK USA, N.A.,
as Administrative Agent

By: 
Name: Janice S. Ahn
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005276 FRAME: 0630

Schedule 1

Trademark Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Nixon, Inc.	85876592	NIXON & TEARDROP Device