

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314416

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Patton Picture Company | | 08/15/2014 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as First Lien Agent | | |
| Street Address: | 500 W Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4074806 | ADDISON CLOCK CO. | |
| Registration Number: | 3921360 | BALDAUF CLOCK CO. | |
| Registration Number: | 4074797 | CLEVEDON CLOCK CO. | |
| Registration Number: | 4074805 | GLENMONT CLOCK CO. | |
| Registration Number: | 4195600 | REVIVE | |
| Registration Number: | 4564496 | TESORO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-577-8265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 207170-654 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 08/18/2014 | | |
| Total Attachments: 5 | | | |

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 15, 2014, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as First Lien Agent (in such capacity, together with its successors and permitted assigns, the "First Lien Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of August 15, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as First Lien Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of August 15, 2014 in favor of First Lien Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and First Lien Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with First Lien Agent for the benefit of the Secured Parties as follows:

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

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

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

- (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 income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the First Lien 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.

Section 4. Grantor Remains Liable. Subject to the terms and conditions of the Guaranty and Security Agreement and the Credit Agreement and to the extent required by the terms and conditions of the Guaranty and Security Agreement or the Credit Agreement, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. 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 by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

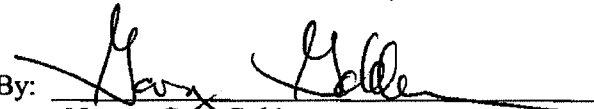
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

PATTON PICTURE COMPANY, as Grantor

By: 

Name: Gary Golden

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as First Lien Agent

By: 

Name:

Title:

Michael D. TerHorst
Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|----------------------------|------------------------|
| ADDISON CLOCK CO. ADDISON CLOCK CO. | 85047512 25-MAY-2010 | 4074806 20-DEC-2011 |
| BALDAUF CLOCK CO. BALDAUF CLOCK CO. | 85020951 22-APR-2010 | 3921360 15-FEB-2011 |
| CLEVEDON CLOCK CO. CLEVEDON CLOCK CO. | 85041755 18-MAY-2010 | 4074797 20-DEC-2011 |
| GLENMONT CLOCK CO. GLENMONT CLOCK CO. | 85047494 25-MAY-2010 | 4074805 20-DEC-2011 |
| REVIVE REVIVE | 85312957 05-MAY-2011 | 4195600 21-AUG-2012 |
| TESORO Translation: TREASURE TESORO | 85312965 05-MAY-2011 | 4564496 08-JUL-2014 |