

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXTTEN STAUER, LLC		05/04/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4609497	STAUER	
Registration Number:	4627853	STAUER	
Registration Number:	4511535	WILLIAM WEBSTER 1768	
Registration Number:	4530148	HOUSE OF BRUGES	
Serial Number:	85540951	STAUER OPTICS	
Serial Number:	85540966	STAUER OPTICS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	(612) 492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M252960		
NAME OF SUBMITTER:	Evan P. Everist		

CH \$165.00 4609497

SIGNATURE:	/Evan P. Everist/
DATE SIGNED:	05/05/2015
Total Attachments: 4 source=Supplemental Confirmatory Grant of Security Interest in Trademarks - Nextten Stauer LLC-v1#page1.tif source=Supplemental Confirmatory Grant of Security Interest in Trademarks - Nextten Stauer LLC-v1#page2.tif source=Supplemental Confirmatory Grant of Security Interest in Trademarks - Nextten Stauer LLC-v1#page3.tif source=Supplemental Confirmatory Grant of Security Interest in Trademarks - Nextten Stauer LLC-v1#page4.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN
TRADEMARKS**

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, is made effective as of May 4, 2015, by and from Nextten Stauer, LLC, a Minnesota limited liability company, (the “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, AMS Holding, LLC, a Delaware limited liability company, Asset Marketing Services, LLC, a Delaware limited liability company, Nextten Stauer, LLC, a Minnesota limited liability company, the Secured Party, and the lenders from time to time party thereto have entered into an Amended and Restated Credit Agreement dated as of November 26, 2013, as amended by that certain Joinder, Consent, Reaffirmation, Omnibus Amendment and Waiver of Amended and Restated Credit Agreement dated as of December 31, 2013, as further amended by that certain Consent and Second Amendment dated as of May 4, 2015 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, to secure the obligations under the Credit Agreement, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of October 4, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Agent, for itself and the ratable benefit of the Secured Parties, a Confirmatory Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on November 27, 2013, at Reel 5162, Frame 0690 (the “Existing Confirmatory Grant”);

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant, the Grantor owns the trademarks and trademark applications (the “Trademarks”) listed on Exhibit A attached hereto, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Supplemental Confirmatory Grant of Security Interest in Trademarks;

WHEREAS, this Supplemental Confirmatory Grant of Security Interest in Trademarks supplements and does not replace the Existing Confirmatory Grant;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant;

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor; and

(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

NEXTTEN STAUER, LLC

By: 

Name: Michael Kasner

Title: Treasurer and Chief Financial Officer

Supplemental Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005509 FRAME: 0969

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
STAUER	REGISTERED	86200240	21-FEB-2014	4609497	23-SEP-2014
STAUER	REGISTERED	86200243	21-FEB-2014	4627853	28-OCT-2014
WILLIAM WEBSTER 1768	REGISTERED	85687282	26-JUL-2012	4511535	08-APR-2014
HOUSE OF BRUGES	REGISTERED	85613237	01-MAY-2012	4530148	13-MAY-2014
STAUER OPTICS	PUBLISHED (PENDING) Intent to Use	85540951	13-FEB-2012		
STAUER OPTICS	PUBLISHED (PENDING) Intent to Use	85540966	13-FEB-2012		