

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358757

| | | | |
|-----------------------------------|---|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nextten Stauer, LLC | | 06/08/2015 | LIMITED LIABILITY COMPANY: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | MB Financial Bank, N.A. | | |
| Street Address: | 800 W. Madison Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60607 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 35 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85540966 | STAUER OPTICS | |
| Serial Number: | 85540951 | STAUER OPTICS | |
| Registration Number: | 4627853 | STAUER | |
| Registration Number: | 3659424 | DEBRUGES | |
| Registration Number: | 3706981 | STAUER | |
| Registration Number: | 3017385 | GRAVES | |
| Registration Number: | 3778516 | SCIENZA | |
| Registration Number: | 3112690 | STAUER | |
| Registration Number: | 3819375 | GEORGE W. CHATTERTON | |
| Registration Number: | 3850541 | STAUER | |
| Registration Number: | 3850542 | STAUER | |
| Registration Number: | 3850543 | STAUER | |
| Registration Number: | 3854243 | STAUER | |
| Registration Number: | 3854244 | STAUER | |
| Registration Number: | 3931410 | STAUER | |
| Registration Number: | 3320232 | STAUER | |
| Registration Number: | 3363278 | STAUER | |
| Registration Number: | 3455261 | DIAMONDAURA | |
| Registration Number: | 4180432 | BERZELIAN | |
| TRADEMARK | | | |

OP \$890.00 85540966

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 4180433 | DE DUILLIER |
| Registration Number: | 4242876 | FLYBOY OPTICS |
| Registration Number: | 4240866 | STAUER |
| Registration Number: | 4264703 | DASHTRONIC |
| Registration Number: | 4289672 | COTSWOLD |
| Registration Number: | 4364465 | STAUER |
| Registration Number: | 4364466 | STAUER |
| Registration Number: | 4364468 | STAUER |
| Registration Number: | 4370194 | BERTUZZI |
| Registration Number: | 4368655 | FLYBOY 1916 |
| Registration Number: | 4418987 | FLYBOY |
| Registration Number: | 4429463 | BERTUZZI 1819 |
| Registration Number: | 4487758 | MITSUKO ORGANIC CULTURED PEARLS |
| Registration Number: | 4511535 | WILLIAM WEBSTER 1768 |
| Registration Number: | 4530148 | HOUSE OF BRUGES |
| Registration Number: | 4609497 | STAUER |

CORRESPONDENCE DATA

Fax Number: 3128324700

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.

Phone: 312-832-4552

Email: delder@foley.com,jolsen@foley.com

Correspondent Name: Diane G. Elder

Address Line 1: 321 North Clark Street, Suite 2800

Address Line 4: Chicago, ILLINOIS 60654

| | |
|-------------------------|---------------------------------|
| ATTORNEY DOCKET NUMBER: | 095740-0118 |
| NAME OF SUBMITTER: | Daine G. Elder |
| SIGNATURE: | /Diane Grace Elder;/dge;/61590/ |
| DATE SIGNED: | 10/15/2015 |

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, NEXTTEN STAUER, LLC, a Minnesota limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 8, 2015, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

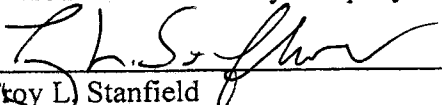
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

NEXTTEN STAUER, LLC,
a Minnesota limited liability company

By: 
Troy L. Stanfield
Chairman

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____
Cindy S. Jamroziak
Senior Vice President

Signature Page to Grant of Security Interest
In Trademarks and Patents

TRADEMARK
REEL: 005646 FRAME: 0052

Schedule A - Trademarks

| Mark | Territory | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----------------------------|-------------|-----------------|-------------|-----------|------------|
| STAUER OPTICS | US | 85540966 | 2/13/2012 | | |
| STAUER OPTICS (stylized) | US | 85540951 | 2/13/2012 | | |
| STAUER (Blacksmith Design) | China | 12538975 | 5/7/2013 | | |
| STAUER (stylized) | China | 12538976 | 5/7/2013 | | |
| STAUER | Indonesia | D00.2012.040015 | 8/15/2012 | | |
| STAUER | US | 86200243 | 2/21/2014 | 4627853 | 10/28/14 |
| STAUER | Thailand | 838945 | 3/9/2012 | Kor384529 | 3/9/2012 |
| DEBRUGES | US | 78818161 | 2/17/2006 | 3659424 | 7/21/2009 |
| STAUER | US | 78665781 | 7/7/2005 | 3706981 | 11/3/2009 |
| GRAVES | US | 78377253 | 3/2/2004 | 3017385 | 11/22/2005 |
| SCIENZA | US | 77232887 | 7/18/2007 | 3778516 | 4/20/2010 |
| STAUER | US | 78377258 | 3/2/2004 | 3112690 | 7/4/2006 |
| GEORGE W. CHATTERTON | US | 77697884 | 3/24/2009 | 3819375 | 7/13/2010 |
| STAUER | US | 77465367 | 5/5/2008 | 3850541 | 9/21/2010 |
| STAUER | US | 77465372 | 5/5/2008 | 3850542 | 9/21/2010 |
| STAUER | US | 77465374 | 5/5/2008 | 3850543 | 9/21/2010 |
| STAUER | US | 77465375 | 5/5/2008 | 3854243 | 9/28/2010 |
| STAUER | US | 77465380 | 5/5/2008 | 3854244 | 9/28/2010 |
| STAUER | US | 77465384 | 5/5/2008 | 3931410 | 3/15/2011 |
| STAUER | US | 78665782 | 7/7/2005 | 3320232 | 10/23/2007 |
| STAUER | US | 78665785 | 7/7/2005 | 3363278 | 1/1/2008 |
| STAUER | China | 4427277 | 12/21/2004 | 4427277 | 3/28/2008 |
| DIAMONDAURA | EU | 6996011 | 6/17/2008 | 006996011 | 4/7/2009 |
| STAUER | EU | 6996061 | 6/17/2008 | 6996061 | 5/13/2009 |
| DIAMONDAURA | US | 78602017 | 4/5/2005 | 3455261 | 6/24/2008 |
| DIAMONDAURA | Australia | 1249611 | 7/1/2008 | 1249611 | 2/9/2009 |
| STAUER | Australia | 1249625 | 7/1/2008 | 1249625 | 2/9/2009 |
| BERZELIAN | US | 85295647 | 4/14/2011 | 4180432 | 7/24/2012 |
| DE DUILLIER | US | 85295653 | 4/14/2011 | 4180433 | 7/24/2012 |
| FLYBOY OPTICS | US | 85328341 | 5/24/2011 | 4242876 | 11/13/2012 |
| STAUER | US | 85518790 | 1/18/2012 | 4240866 | 11/13/2012 |
| DASHTRONIC | US | 85655769 | 6/19/2012 | 4264703 | 12/25/2012 |
| COTSWOLD | US | 85328309 | 5/24/2011 | 4289672 | 2/12/2013 |
| STAUER | Australia | 1294701 | 4/15/2009 | 1294701 | 4/15/2009 |
| DIAMONDAURA | New Zealand | 805183 | 4/17/2009 | 805183 | 2/11/2010 |
| STAUER | New Zealand | 805182 | 4/17/2009 | 805182 | 10/22/2009 |
| STAUER (stylized) | US | 85779637 | 11/14/2012 | 4364465 | 7/9/2013 |
| STAUER (stylized) | US | 85779642 | 11/14/2012 | 4364466 | 7/9/2013 |
| STAUER (Blacksmith Design) | US | 85779655 | 11/14/2012 | 4364468 | 7/9/2013 |
| BERTUZZI | US | 85579878 | 3/26/2012 | 4370194 | 7/16/2013 |
| FLYBOY 1916 | US | 85834944 | 1/29/2013 | 4368655 | 7/16/2013 |
| FLYBOY | US | 85328267 | 5/24/2011 | 4418987 | 10/15/2013 |

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|---|-------|----------|-----------|---------|-----------|
| BERTUZZI 1819 | US | 85579905 | 3/26/2012 | 4429463 | 11/5/2013 |
| MITSUKO ORGANIC CULTURED PEARLS Design | US | 85967665 | 6/24/2013 | 4487758 | 2/25/2014 |
| WILLIAM WEBSTER 1768 | US | 85687282 | 7/26/2012 | 4511535 | 4/8/2014 |
| HOUSE OF BRUGES | US | 85613237 | 5/1/2012 | 4530148 | 5/13/2014 |
| STAUER | US | 86200240 | 2/21/2014 | 4609497 | 9/23/2014 |
| DIAMONDAURA | China | 14212988 | 3/20/2014 | | |

Schedule B – Patents

| Registration Number | Date of Registration | Title | Jurisdiction | Status |
|---------------------|----------------------|------------------------------|--------------|-------------|
| D669,797 | 10/30/2012 | Wrist Watch Design Patent | U.S. | Registered. |