

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Existing Agent to New Agent Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Company, successor by merger to General Electric Capital Corporation, as Agent		09/12/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1270412	TOURNEAU CORNER	
Registration Number:	1367524	SAFARI	
Registration Number:	1402086	MADISON AVENUE	
Registration Number:	1500006	TOURNEAU CORNER NEW YORK - BAL HARBOUR -	
Registration Number:	2139714	TOURNEAU TIMEMACHINE	
Registration Number:	2458134	TOURNEAU WATCH GEAR	
Registration Number:	2336236	TOURNEAU	
Registration Number:	2450088	TOURNEAU WATCH GEAR	
Registration Number:	2847536	TOURNEAU	
Registration Number:	2989515	TIME DOME	
Registration Number:	4001584	T TOURNEAU	
Registration Number:	4094553	TOURNEAU CERTIFIED PRE-OWNED	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		

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Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F165390

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 09/13/2016

Total Attachments: 6

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ASSIGNMENT OF SECURITY AGREEMENT FOR TRADEMARKS

September 12, 2016

WITNESSETH:

WHEREAS, reference is made to (i) that Security Agreement dated as of April 16, 2004 (as amended, restated, supplemented or otherwise modified, the "Existing 2004 Security Agreement"), by, among others, Tourneau, LLC (f/k/a Tourneau, Inc.), a Delaware limited liability company ("Tourneau") and the other Grantors (as defined therein) as of April 16, 2004 (Tourneau Time Machine, Inc., Tourneau Watch Co., Inc., Tourneau (Bal Harbour) Inc., Tourneau Direct, Inc., Harvard Marketing, Inc., M.Wexler & Sons, Inc., and Tourneau Jewelers, Inc.) and General Electric Company, successor by merger to General Electric Capital Corporation, as Agent (in such capacity, the "Existing Agent") for itself and certain agents and other secured parties; and (ii) that certain Trademark Security Agreement dated as of April 16, 2004 by and between Tourneau and the Existing Agent, which was recorded with the United States Patent and Trademark Office on May 10, 2004, at Reel 002964, Frame 0917 (as amended, restated, supplemented or otherwise modified, the "Existing 2004 Trademark Security Agreement" and, together with the Existing 2004 Security Agreement, the "Existing 2004 Agreements").

WHEREAS, reference is made to (i) that certain Second Amended and Restated Security Agreement dated as of January 19, 2011 (as amended, restated, supplemented or otherwise modified, the "Existing 2011 Security Agreement"), by, among others, Tourneau and 636 North Michigan Avenue Jewelers LLC (n/k/a TWC Michigan Avenue LLC), a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), and the Existing Agent; and (ii) that certain Trademark Security Agreement dated as of January 19, 2011 by and between the Grantors and the Existing Agent, which was recorded with the United States Patent and Trademark Office on January 19, 2011, at Reel 004456, Frame 0694 (as amended, restated, supplemented or otherwise modified, the "Existing 2011 Trademark Security Agreement" and, together with the Existing 2011 Security Agreement, the "Existing 2011 Agreements" and together with the Existing 2004 Agreements, the "Existing Agreements"). Unless otherwise defined herein, terms used in this release have the meanings provided in the Existing Agreements.

WHEREAS, pursuant to the Existing Agreements, the Grantors granted to the Existing Agent a security interest in the Trademark Collateral (as defined in the Existing 2004 Trademark Security Agreement and the Existing 2011 Trademark Security Agreement, the "Collateral"), including those Trademarks identified in Schedule 1 hereto and made a part hereof.

WHEREAS, effective as of March 1, 2016, the Existing Agent has resigned as Agent in accordance with the terms of the Resignation and Agency Substitution Agreement (the "Resignation Agreement").

WHEREAS, effective as of March 1, 2016, Wells Fargo Bank, National Association has been appointed successor Agent (in such capacities, the "New Agent") in accordance with the terms of the Resignation Agreement.

NOW, THEREFORE, the Existing Agent hereby transfers, conveys, assigns, and delivers to New Agent any lien and security interest which was granted to the Existing Agent pursuant to the Existing 2004 Trademark Security Agreement and the Existing 2011 Trademark Security Agreement in all Collateral, including those Trademarks identified in Schedule 1 attached hereto, together with any and all goodwill related thereto.

The Existing Agent hereby authorizes the New Agent and its designee, including the Grantors or the Grantors' authorized representative to record this Assignment of Security Agreement for Trademarks with the United States Patent and Trademark Office. The Existing Agent further agrees that, upon request of the Grantors or the New Agent, the Existing Agent will execute and deliver any document and instrument, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New Agent to effectuate the assignment of interests contemplated herein.


This Assignment of Security Agreement for Trademarks 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 follow]

IN TESTIMONY WHEREOF, the Existing Agent has hereunto signed on the date set forth above.

GENERAL ELECTRIC COMPANY, successor by merger to GENERAL ELECTRIC CAPITAL CORPORATION, as Existing Agent

By: WELLS FARGO BANK, NATIONAL ASSOCIATION, under limited power of attorney

By: 
Name: Donella Baldinelli
Title: Director.

Acknowledged and Accepted by:

GRANTOR:

TOURNEAU, LLC

By: _____

Name: Ira Melnitsky

Title: Chief Executive Officer

TWC MICHIGAN AVENUE LLC

By: _____

Name: Ira Melnitsky

Title: Chief Executive Officer

Signature Page to Assignment of Security Agreement for Trademarks

TRADEMARK
REEL: 005876 FRAME: 0053

Acknowledged and Accepted by:


NEW AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name:

Title:


Dorella Baldinelli
Director.

SCHEDULE 1

Mark	Filing Date	Registration Number
TOURNEAU CORNER	3/13/1984	1270412
SAFARI	10/29/1985	1367524
MADISON AVENUE	7/22/1986	1402086
TOURNEAU CORNER NEW YORK - BAL HARBOUR GENEVA	8/09/1988	1500006
TOURNEAU TIMEMACHINE	2/24/1998	2139714
TOURNEAU WATCH GEAR	6/05/2001	2458134
TOURNEAU	3/28/2000	2336236
TOURNEAU WATCH GEAR	5/08/2001	2450088
TOURNEAU	6/01/2004	2847536
TIME DOME	8/30/2005	2989515
T TOURNEAU	7/26/2011	4001584
TOURNEAU CERTIFIED PRE-OWNED	1/31/2012	4094553

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