

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tourneau, LLC		09/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	225 Asylum Street, 23rd Floor		
Internal Address:	EX-CT-SS		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3056704	EXCELSIOR-PARK	
Registration Number:	4773596	TOURNEAU CORNER	
Registration Number:	4627883	OUR MINUTES	
Registration Number:	5013988	TOURNEAU	
Registration Number:	4910164	MOMENTS THAT STOP TIME	
Registration Number:	4094553	TOURNEAU CERTIFIED PRE-OWNED	
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<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:	213-430-6350		
Email:	schoi@omm.com		
Correspondent Name:	Sunna Choi, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	848979-16		
NAME OF SUBMITTER:	Alexandra C. Echery		

CH \$165.00 3056704

SIGNATURE:	/ace/
DATE SIGNED:	09/16/2016
Total Attachments: 6 source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page1.tif source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page2.tif source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page3.tif source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page4.tif source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page5.tif source=Tourneau - Third Lien Trademark Security Agreement (Sept_2016) (Executed)#page6.tif	

THIS THIRD LIEN TRADEMARK SECURITY AGREEMENT IS SUBJECT TO, AND ALL LIENS IN THE COLLATERAL GRANTED HEREUNDER ARE SUBORDINATED PURSUANT TO, THE TERMS AND CONDITIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF JULY 15, 2011, AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO GENERAL ELECTRIC COMPANY, AS SUCCESSOR BY MERGER TO GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT, GREEN EQUITY INVESTORS IV, L.P., AS SECOND LIEN REVOLVER AGENT, U.S. BANK NATIONAL ASSOCIATION, AS SECOND LIEN REVOLVER COLLATERAL AGENT, AND U.S. BANK NATIONAL ASSOCIATION, AS THIRD LIEN SUBORDINATED NOTES AGENT (AS SUCH INTERCREDITOR AGREEMENT MAY BE AMENDED, SUPPLEMENTED, RESTATED, OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF). THIS THIRD LIEN TRADEMARK SECURITY AGREEMENT ALSO IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN THIRD LIEN INTERCREDITOR AGREEMENT OF EVEN DATE HERewith AMONG GREEN EQUITY INVESTORS IV, L.P., AS SENIOR AGENT, U.S. BANK NATIONAL ASSOCIATION, AS SENIOR COLLATERAL AGENT, AND U.S. BANK NATIONAL ASSOCIATION, AS SUBORDINATED COLLATERAL AGENT (AS SUCH THIRD LIEN INTERCREDITOR AGREEMENT MAY BE AMENDED, SUPPLEMENTED, RESTATED, OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF).

THIRD LIEN TRADEMARK SECURITY AGREEMENT

THIS THIRD LIEN TRADEMARK SECURITY AGREEMENT (together with all amendments, restatements, supplements or other modifications from time to time, this "Trademark Security Agreement"), dated as of September 15, 2016, is made by Tourneau, LLC, a Delaware limited liability company ("Grantor"), in favor of U.S. Bank National Association, in its capacity as collateral agent ("Collateral Agent"), acting for and on behalf of the Mezzanine Holders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of October 31, 2006 (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement"), by and among Grantor, Tourneau Acquisition Corp., a Delaware corporation ("Tourneau Acquisition"), Tourneau Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), TWC Michigan Avenue LLC, a Delaware limited liability company ("TWC Michigan") and Time Sales, Inc., a Delaware corporation ("Time Sales" and, together with Grantor, Tourneau Acquisition, Holdings and TWC Michigan, collectively, the "Tourneau Parties") and the holders from time to time party thereto (the "Mezzanine Holders"), the Mezzanine Holders have, among other things, purchased the Notes issued by the Company;

WHEREAS, in connection with the Securities Purchase Agreement, the Tourneau Parties have guaranteed the Company's obligations under the Notes; and

WHEREAS, pursuant to that certain Amended and Restated Third Lien Security Agreement, of even date herewith, in favor of Collateral Agent (as the same may be amended,

restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor and the other Credit Parties party thereto have agreed to grant a continuing Lien (as defined in the Securities Purchase Agreement) on the Collateral (as defined in the Security Agreement, the "Collateral") to secure the Obligations (as defined in the Security Agreement, the "Obligations") of Grantor.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Collateral Agent as follows:

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

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

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(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 Proceeds of the foregoing, including without limitation income, royalties, license fees, payments, claims, damages, and proceeds of suit at any time due or payable or asserted under and with respect to any of the foregoing, and 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. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with Grantor's Trademarks subject to a security interest hereunder.

Section 6. 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 electronic mail shall be as effective as delivery of a manually executed counterpart hereof.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

TOURNEAU, LLC, as Grantor

By: 
Name: Ira Melnitsky
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Philip G. Kane, Jr.
Title: Vice President

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EXCELSIOR-PARK	2/7/2006	3056704
TOURNEAU CORNER	7/14/2015	4773596
OUR MINUTES	10/28/2014	4627883
TOURNEAU	8/2/2016	5013988
MOMENTS THAT STOP TIME	3/01/2016	4910164
TOURNEAU CERTIFIED PRE-OWNED & Design	1/31/2012	4094553