

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, N.A., as Administrative Agent		05/12/2017	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NIXON, INC.		
Street Address:	701 South Coast Highway 101		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2336701		
Registration Number:	4118830	NIXON	
Registration Number:	4006824	NIXON	
Registration Number:	2997793	NIXON	
Registration Number:	3212732	NIXON	
Registration Number:	4641883	NIXON	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	05/12/2017		

OP \$165.00 2336701

Total Attachments: 10

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of May 12, 2017, by HSBC BANK USA, N.A., in its capacity as Administrative Agent (the "Agent") in favor of NIXON, INC., a California corporation ("Company") with its principal place of business located at 701 S. Coast Highway, Encinitas, CA 92024.

Recitals

WHEREAS, Company and Agent entered into that certain Loan, Guaranty and Security Agreement dated as of April 16, 2012 (the "Agreement").

WHEREAS, in connection with the Agreement, Company granted a security interest to Agent in the Copyright Collateral set forth on Exhibit A attached hereto and in that certain Copyright Security Agreement dated as of April 16, 2012 (the "Copyright Security Agreement"), and recorded with the US Library of Congress on April 23, 2012 at Microfilm Volume 3614 and Document 724.

WHEREAS, in connection with the Agreement, Company granted a security interest to Agent (1) in the Patent Collateral set forth on Exhibit B-1 attached hereto and in that certain Patent Security Agreement dated as of April 16, 2012 (the "First Patent Security Agreement"), and recorded with the US Patent and Trademark Office on May 7, 2012 at Reel Number 028164 and Frame Number 0952; (2) in the Patent Collateral set forth on Exhibit B-2 attached hereto and in that certain Patent Security Agreement dated as of April 23, 2014 (the "Second Patent Security Agreement"), and recorded with the US Patent and Trademark Office on May 9, 2014 at Reel Number 032863 and Frame Number 0535; (3) in the Patent Collateral set forth on Exhibit B-3 attached hereto and in that certain Patent Security Agreement dated as of November 10, 2014 (the "Third Patent Security Agreement"), and recorded with the UC Patent and Trademark Office on November 10, 2014 at Reel Number 034197 and Frame Number 0487; and (4) in the Patent Collateral set forth on Exhibit B-4 attached hereto and in that certain Patent Security Agreement dated as of November 3, 2015 (the "Fourth Patent Security Agreement"), and recorded with the US Patent and Trademark Office on November 6, 2015 at Reel Number 036976 and Frame Number 0275.

WHEREAS, in connection with the Agreement, Company granted a security interest to Agent (1) in the Trademark Collateral set forth on Exhibit C-1 attached hereto and in that certain Trademark Security Agreement dated as of April 16, 2012 (the "First Trademark Security Agreement"), and recorded with the US Patent and Trademark Office on May 11, 2012 at Reel Number 4778 and Frame Number 0170; and (2) in the Trademark Collateral set forth on Exhibit C-2 attached hereto and in that certain Trademark Security Agreement dated as of April 23, 2014 (the "Second Trademark Security Agreement"), and recorded with the US Patent and Trademark Office on May 8, 2014 at Reel Number 5276 and Frame Number 0626. The Copyright Security Agreement, the First Patent Security Agreement, the Second Patent Security Agreement, the Third Patent Security Agreement, the Fourth Patent Security Agreement, the First Trademark Security Agreement and the Second Trademark Security Agreement, are hereinafter collectively referred to as the "IP Security Agreements". The Copyright Collateral, the Patent Collateral, and the Trademark Collateral are hereinafter collectively referred to as the "Intellectual Property".

WHEREAS, all outstanding Obligations of the Company under or relating to the IP Security Agreements, and the other documents related thereto, have been paid and satisfied in full and irrevocably discharged, terminated and released and all security interests and other liens granted to or held by Agent in all of the assets and property of the Company shall be forever and irrevocably satisfied, released and discharged.

ACCORDINGLY, Agent agrees to release its security interest in the Intellectual Property.

Agreement

Now therefore, Agent agrees to terminate and release its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Agent in the Intellectual Property.

AGENT:

HSBC Bank USA, N.A.

By:

Name: Reginald Z. Burt

Title: Vice President

452 Fifth Avenue
New York, NY 10018

EXHIBIT A

Copyrights

Description	Registration Number
NIXON, [Published: 2011-05-01. Issue: SPRING 2012]	TX-7-404-145

EXHIBIT B-1

Patents

D574735	MURF WATCH
D477242	TIDE WATCH DIAL
D606887	MURF Watch Divisional Figure 9
6830166	STRAP RETENTION SYSTEM & USES THEREFOR
7382691	DELTA WATCH
12/453414	HEADPHONES
PCT/US2007/009834	DELTA WATCH

EXHIBIT B-2

Patents

29/471169 WRIST WATCH

EXHIBIT B-3

Patents

29/471169	WRIST WATCH
29/498274	WATCH
29/498268	WATCH
29/498273	WATCH
29/498275	WATCH
29/498272	WATCH
29/498269	WATCH
62/058963	APPARATUS, METHODS, AND MEDIA FOR PROVIDING SURF INFORMATION

EXHIBIT B-4

Patents

9020538	ULTRA TIDE WATCH
D719465	WRIST WATCH
14/667362	ULTRA-TIDE WATCH
29/524986	WATCH
29/518626	WATCH
29/518500	WATCH
29/518499	WATCH
29/518498	WATCH
29/492543	UNIQUE WATCH FACT
29/492538	UNIQUE SPEAKER DESIGN

EXHIBIT C-1

Trademarks

Serial #: 75475899 Mark:	Filing Dt: 04/28/1998	Reg #: 2336701	Reg. Dt: 03/28/2000
Serial #: 77465284 Mark: NIXON	Filing Dt: 05/04/2008	Reg #: 4118630	Reg. Dt: 03/27/2012
Serial #: 77871748 Mark: NIXON	Filing Dt: 11/12/2009	Reg #: 4006824	Reg. Dt: 08/02/2011
Serial #: 78454113 Mark: NIXON	Filing Dt: 07/21/2004	Reg #: 2997793	Reg. Dt: 09/20/2005
Serial #: 78776324 Mark: NIXON	Filing Dt: 12/19/2005	Reg #: 3212732	Reg. Dt: 02/27/2007

EXHIBIT C-2

Trademarks

Serial #: 85876592
Mark: NIXON

Filing Dt: 03/14/2013

Reg #: 4641883

Reg. Dt: 11/18/2014

