

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427428

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NIXON, INC.		05/12/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4641883	NIXON	
<b>Registration Number:</b>	3212732	NIXON	
<b>Registration Number:</b>	2997793	NIXON	
<b>Registration Number:</b>	4006824	NIXON	
<b>Registration Number:</b>	4118830	NIXON	
<b>Registration Number:</b>	2336701		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	05/12/2017		

OP \$165.00 4641883

**Total Attachments: 5**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

May 12, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged NIXON, INC., a California corporation (the "Grantor"), with its principal address at 701 South Coast Highway 101, Encinitas, California 92024, hereby grants to CITIZENS BANK, N.A., as Collateral Agent for the Secured Parties (as each such term is defined in the Loan Agreement referred to below), with offices at 28 State Street, Boston, MA 02109 (the "Grantee"), a continuing security interest in all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans (and all translations, adaptation, derivations and combination of the foregoing), internet domain names, indicia and other source and/or business identifiers, designs, general intangibles of like nature and the goodwill of the business relating thereto, all registrations and recordings thereof owned by or assigned to such Grantor, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("USPTO") or any similar offices in any State of the United States or any other country or any political subdivision thereof, including, without limitation, the registrations and applications listed on Schedule A, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement by, among others, the Grantor and the

Grantee, dated as of May 12, 2017 (as amended, amended and restated, modified, restated and/or supplemented from time to time, the "Loan Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by electronic transmission shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any applicable law that would cause the application of the law of any other jurisdiction.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

**GRANTOR:**

**NIXON, INC.**

By: N. J. Stowe  
Name: Nicholas J. Stowe  
Title: Chief Executive Officer

[Nixon – Signature Page to Grant of Security Interest in Trademarks]




**TRADEMARK**  
**REEL: 006059 FRAME: 0455**

GRANTEE:

CITIZENS BANK, N.A.

By: Jon C Hilker  
Name: Lori C Hilker  
Title: VP

SCHEDULE A

<b>Mark</b>	<b>Image</b>	<b>App. No.</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Date Issued</b>
NIXON and Teardrop Design		85/876,592	3/14/2013	4,641,883	11/18/2014
NIXON	Std. Char Mark	78/776,324	12/19/2005	3,212,732	2/27/2007
NIXON	Std. Char Mark	78/454,113	7/21/2004	2,997,793	9/20/2005
NIXON	Std. Char Mark	77/871,748	11/12/2009	4,006,824	8/2/2011
NIXON and Teardrop Design		77/465,284	5/4/2008	4,118,830	3/27/2012
Teardrop Design		75/475,899	4/28/1998	2,336,701	3/28/2000