

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AWC Brands LLC		11/10/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	M.Z. Berger & Co., Inc.		
Street Address:	29-76 Northern Blvd. 4th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: NEW YORK		
Name:	M.Z. Berger Canada Inc.		
Street Address:	29-76 Northern Blvd. 4th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: CANADA		
Name:	MZB World Time Limited		
Street Address:	29-76 Northern Blvd. 4th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3265144	ELGIN	
Registration Number:	4358607	ELGIN	
Registration Number:	0021464	ELGIN NATIONAL WATCH CO.	
Registration Number:	0727232	ELGIN SPORTSMAN	
Registration Number:	3265142	LADY ELGIN	
Registration Number:	3265138	LORD ELGIN	

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CORRESPONDENCE DATA**Fax Number:** 2126436500*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:** 2126437000**Email:** pto@sillscummis.com**Correspondent Name:** Ilaria Maggioni**Address Line 1:** 101 Park Avenue, 28th Floor**Address Line 2:** Sills Cummis & Gross P.C.**Address Line 4:** New York, NEW YORK 10178

NAME OF SUBMITTER:	Ilaria Maggioni
SIGNATURE:	/Ilaria Maggioni/
DATE SIGNED:	12/26/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 10, 2017, is by AWC Brands LLC, a New York limited liability company (the “Grantor”), having an office at 1001 Avenue of the Americas, New York, NY 10010, to and in favor of M.Z. Berger & Co., Inc., a New York corporation, (“MZB”), M.Z. Berger Canada Inc. a corporation incorporated under the laws of the Province of Ontario, Canada (“MZB Canada”), and MZB World Time Limited, a Hong Kong corporation (“World Time” and, together with MZB, and MZB Canada collectively, the “Creditor”), with offices at 29-76 Northern Blvd. 4th Floor, Long Island City, NY 11101.

Recitals

A. AWC Global LLC, a New York limited liability company (“Buyer”), Grantor, Accutime Watch Corp., a New York corporation (“Guarantor”), Creditor and other parties have entered into that certain Asset Purchase Agreement dated as of November 10, 2017 (as hereafter amended or otherwise modified, the “Purchase Agreement”), pursuant to which, among other things Seller has agreed to sell to Buyer and Grantor, and Buyer and Grantor have jointly and severally agreed to purchase from Seller certain purchased assets, including but not limited to the Purchased Trademarks purchased by Grantor under the Purchase Agreement, to assume certain assumed liabilities and to pay Seller, among other amounts, the purchase price including but not limited to the Elgin Earnout (as defined in the Purchase Agreement).

B. As a condition precedent to the closing of the Purchase Agreement and Creditor’s agreement to sell the assets sold thereunder, including but not limited to the Purchased Trademarks, and to agreeing to accept the Elgin Earnout in consideration thereof, Creditor has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement and herein, and for other good and valuable consideration the receipt and sufficiency of which are confirmed, the Grantor hereby agrees as follows:

1. Security Interest.

(a) To secure the timely payment in full of all of Buyer’s and Grantor’s joint and several obligation to pay the Elgin Earnout due and payable under the Purchase Agreement (collectively, the “Secured Obligations”), Grantor hereby irrevocably pledges and assigns to, and grants Creditor a first lien and security interest (the “Security Interest”) with power of sale to the extent permitted by law, in all of Grantor’s right, title and interest in and to: (i) the trademarks, trade names, service marks, registrations and applications for registration for each of the marks listed on Exhibit A and the respective goodwill associated with each, (ii) the right to sue for past, present and future infringement, dilution and damages therefor including, without limitation, (iii) and any present or future trademark, trademark or service mark of Grantor containing the name “Elgin” alone or together with any other words, symbols, logos or designs, and all proceeds thereof, together with all the goodwill associated therewith (collectively, the “Trademarks” or “Collateral”).

(b) This Agreement creates valid security interests in favor of the Creditor in the Trademarks, but grants only the Security Interest herein described, and is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless and until Creditor exercises its rights and remedies to realization under the security interest granted hereunder.

(c) Grantor authorizes Creditor (i) to file a UCC-1 financing statement in accordance with the applicable Uniform Commercial Code, with the Secretary of the State of New York (or any other applicable jurisdiction) to perfect the Security Interest in the Trademarks granted herein, and any amendments or continuations thereof as Creditor shall deem necessary to ensure continued perfection of its security interest, and (ii) to record this Agreement (or a short form hereof) with the United States Patent and Trademark Office (“USPTO”).

2. Representations, Warranties and Agreements. Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Grantor is a limited liability company duly organized, validly existing, and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Grantor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Grantor as of the date hereof containing the name “Elgin” or relating to the business of Elgin branded watches, and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, any of the Grantor applies for or otherwise acquires any trademark containing the name “Elgin” alone or together with any other words, symbols, logos or designs that is not listed on Exhibit A, or if Exhibit A otherwise ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Creditor with a replacement Exhibit A, which upon acceptance by Creditor shall become part of this Agreement.

(c) **Title.** Grantor has title to each Trademark listed on Exhibit A, free and clear of all pledges, liens, security interests or encumbrances created by Grantor and will keep all Trademarks free and clear of all future pledges, liens, security interests or encumbrances other than the Security Interest to Creditor.

(d) **No Sale.** Except as permitted in the Purchase Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Creditor’s prior written consent.

(e) **Defense.** Grantor will, at its own expense, to the extent it reasonably determines advisable in its business, protect and defend the Trademarks against claims or demands of persons, other than those claims or demands which either arose during or prior to Creditor’s ownership of such Trademarks.

(f) **Maintenance.** Grantor will, at its own expense, maintain the Trademarks to the extent it reasonably determines advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor, and Grantor will continue to use proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; provided, however, that the provisions of this Section 2(f) shall not be construed in any way as derogating from or reducing Grantee's obligations under the Elgin License (as defined in the Purchase Agreement).

3. Grantor's Use of the Trademarks. Nothing herein shall be construed as limiting Grantor's right, title or interest in, and right to control, manage and use the Trademarks, so long as no Event of Default occurs and remains uncured.

4. Remedies; Events of Default. Upon the occurrence and continuance of an Event of Default, Seller shall have, in addition to other rights given by law or in this Agreement, or in any other Transaction Document, all of the rights and remedies, and may take such action permitted, with respect to the collateral of a secured party under Article 9 of the Uniform Commercial Code. For purposes of exercising remedies as provided hereunder, an "Event of Default" shall mean any of the following:

(a) Buyer or Grantor shall have defaulted on any undisputed payment under any of the Secured Obligations (including but not limited to any additional amounts owed with respect to Secured Obligations after the determination of any audit) after any applicable grace period provided in the Purchase Agreement, provided that if Buyer or Grantor (i) has a genuine dispute (by way of set-off, counterclaim or otherwise), (ii) has paid all undisputed amounts, and (iii) has deposited the disputed amount in escrow, then Seller will not exercise its remedies hereunder until such dispute has been resolved by agreement or as provided in the Purchase Agreement and Buyer or Grantor has failed to pay the amount as resolved within ten (10) business days after written demand from Seller following such determination or resolution.

(b) Buyer, Grantor or Guarantor shall commence any case, proceeding or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to Buyer Grantor or Guarantor, or seeking to adjudicate Buyer Grantor or Guarantor bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition or other relief with respect to any of its debts, or seeking appointment of a receiver, trustee, custodian or other similar official for Buyer Grantor or Guarantor or any substantial part of Buyer's or Grantor's or Guarantor's assets, or Buyer Grantor or Guarantor shall make a general assignment for the benefit of its respective creditors, or there shall be commenced against Buyer any case, proceeding or other action of a nature referred to hereinabove, which (i) results in the entry of an order for any such relief, or (ii) with respect to which Buyer Grantor or Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing, or Buyer Grantor or Guarantor shall admit in writing its inability to, pay its debts as they become due.

(c) Buyer or Grantor shall have breached its obligation in violation of Section 8.4 of the Purchase Agreement relating to effecting, or attempting to effect, a sale, license or

pledge of the Collateral, or any judgment creditor or other creditor of Grantor forecloses or attempts to foreclose on any of the Collateral; provided that (i) Seller has given due written notice to Grantor, and (ii) Grantor has failed to cure such breach within ten (10) days of written notice of breach.

5. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Creditor. A waiver signed by Creditor shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Creditor's rights or remedies.

(b) All rights and remedies of Creditor shall be cumulative and may be exercised singularly or concurrently, at Creditor's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Purchase Agreement.

(d) All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Grantor in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne by and paid solely by Grantor.

(e) Creditor shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application, except as provided in the Purchase Agreement.

(f) This Agreement shall be binding upon and inure to the benefit of Grantor and Creditor and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Creditor, and Grantor waives notice of Creditor's acceptance hereof. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been

contained herein or prescribed hereby. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**


(h) This Agreement may be executed and delivered by telefax, email or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefax or other electronic method of transmission, including but not limited to email in PDF format, shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTOR:

AWC BRANDS LLC, a New York limited liability company

By: 
Name: _____
Its: *AWC Brands LLC*

Acknowledged and agreed to this ____ day of November, 2017

M.Z. Berger & Co., Inc., a New York corporation

By: _____
Print Name: Bernard Mermelstein
Title: President and C.E.O.

M.Z. Berger Canada Inc., an Ontario, CA corporation

By: _____
Print Name: Bernard Mermelstein
Title: President and C.E.O.

MZB World Time Limited, a Hong Kong corporation

By: _____
Print Name: Bernard Mermelstein
Title: President and C.E.O.

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

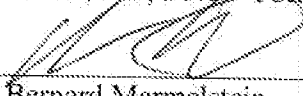
GRANTOR:

AWC BRANDS LLC, a New York limited liability company


By: _____
Name:
Its:

Acknowledged and agreed to this _____ day of
November, 2017

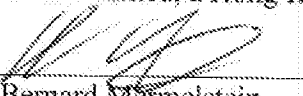
M.Z. Berger & Co., Inc., a New York corporation

By: 
Print Name: Bernard Mermelstein
Title: President and C.E.O.

M.Z. Berger Canada Inc., an Ontario, CA corporation

By: 
Print Name: Bernard Mermelstein
Title: President and C.E.O.

MZB World Time Limited, a Hong Kong corporation

By: 
Print Name: Bernard Mermelstein
Title: President and C.E.O.

[Signature Page to Trademark Security Agreement]

EXHIBIT A

UNITED STATES TRADEMARKS,
REGISTRATIONS and APPLICATIONS

Mark	App./Reg. Number	Goods	Status
ELGIN	3265144	Watches and Jewelry	Registered
ELGIN	4358607	Clocks	Registered
ELGIN NATIONAL WATCH CO.	21464	Watches	Registered
ELGIN SPORTSMAN	727232	Watches and parts thereof	Registered
LADY ELGIN	3265142	Jewelry and watches	Registered
LORD ELGIN	3265138	Watches and jewelry	Registered

CANADA TRADEMARKS,
REGISTRATIONS and APPLICATIONS

Mark	App./Reg. Number	Goods	Status
"Elgin"	TMDA115	Watches, watch bands, Clocks	Registered
Elgin	TMDA27737	Watches	Registered
Elgin National Watch Co. Design	NFLD985	Watches and clocks of all kinds and watch and clock movements	Registered
Elgin National Watch Company	TMDA15944	Watches	Registered
Elgin Watch Co.	TMDA1120	Watches	Registered
Lady Elgin	TMA693664	Watches and Jewelry	Registered
Lord Elgin	TMA111042	Watches, watch parts, and watch cases	Registered

OTHER FOREIGN TRADEMARKS
REGISTRATIONS and APPLICATIONS

Mark	Country	App./Reg. Number	Goods	Status
ELGIN	Saudi Arabia	142708406	"Hours"	Registered
ELGIN	United Arab Emirates	85140	"Hours"	Registered
ELGIN	Mauritius	5422710	Blank	Registered
ELGIN	Malaysia	6015112	Watches / Clocks	Registered
ELGIN	Philippines	Reg 42006009464	Watches / Clocks	Registered
ELGIN	Taiwan	Reg 01262833	In Taiwanese	Registered
ELGIN	Vietnam	Reg 40085385000	In Vietnamese	Registered