

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timex Group USA, Inc.		11/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	2874900	1440 SPORTS	
Registration Number:	1688989	ACQUA	
Registration Number:	5342740	ALLIED	
Registration Number:	5776692	AMERICAN DOCUMENTS	
Registration Number:	1568248	CARRIAGE	
Registration Number:	1064413	CAVATINA	
Registration Number:	5916645	COMMAND URBAN	
Registration Number:	1981200	DATA LINK	
Registration Number:	2118355	E	
Registration Number:	1171155	EASY READER	
Registration Number:	1472178	EXPEDITION	
Registration Number:	2216745	FAST WRAP	
Registration Number:	2307677	FLIX	
Registration Number:	1585551	GIZMOZ	
Registration Number:	5899129	ICONNECT	
Registration Number:	0044586	INGERSOLL	
Registration Number:	4632625	INTELLIGENT QUARTZ	
Registration Number:	5206392	IQ+	
Registration Number:	1585550	IT TAKES A LICKING AND KEEPS ON TICKING	

CH \$1515.00 2874900

Property Type	Number	Word Mark
Registration Number:	3954313	IT'S NOT ORIGINAL UNLESS IT'S A TIMEX
Registration Number:	3703646	KEEPS ON TICKING
Registration Number:	2327425	KELTON
Registration Number:	1734672	
Registration Number:	2347948	
Registration Number:	1080319	MARATHON
Registration Number:	1544350	MARLIN
Registration Number:	5632984	MK1
Registration Number:	1817420	NIGHT-MODE
Registration Number:	4800205	PERFECT DATE
Registration Number:	1473085	QUICKDATE
Registration Number:	4678719	SHOW YOURSELF WHAT YOU CAN DO
Registration Number:	5607560	SPECIALISTS IN THE ART OF TIMEKEEPING
Registration Number:	5576756	SUPERNOVA
Registration Number:	2223217	TIME-FACTORY
Registration Number:	0417113	TIMEX
Registration Number:	4104363	TIMEX
Registration Number:	1823796	TIMEX
Registration Number:	1924534	TIMEX
Registration Number:	4885861	TIMEX
Registration Number:	2392243	TIMEX
Registration Number:	4821793	TIMEX
Registration Number:	3255530	TIMEX
Registration Number:	3017864	TIMEX
Registration Number:	0594464	TIMEX
Registration Number:	5546549	TIMEX COMMAND
Registration Number:	5770442	TIMEX
Registration Number:	5224494	TIMEX IQ+
Registration Number:	4822221	TIMEX WEEKENDER
Registration Number:	2534826	TIMEXPO
Registration Number:	2724570	TMX
Registration Number:	5597492	TORRINGTON
Registration Number:	1294180	TRIATHLON
Registration Number:	5388428	TRIBUTE
Registration Number:	4559331	TIMEX TRUE SINCE 1854
Registration Number:	5547353	V P
Registration Number:	5765217	VARIETY
Registration Number:	5547322	VIEWPOINT

Property Type	Number	Word Mark
Registration Number:	4523519	WEAR IT WELL
Registration Number:	6175795	WE DON'T STOP
Registration Number:	2214941	WRISTAPPS

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: BGIB-0293

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 11/19/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 18, 2020, is entered into by and among Timex Group USA, Inc. a Delaware corporation (the “**Grantor**”) and Wilmington Trust, National Association (the “**Assignee**”), as Collateral Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of November 18, 2020, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Senior Secured Note Purchase Agreement, dated as of November 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Investors party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable. For purposes of this Agreement, “**Trademarks**” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing including, including, without limitation, the applications and registrations listed on Schedule A hereto, and (b) with respect to any and all of the foregoing: (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral of the Grantor, including Grantor’s Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Grantor’s Secured Obligations, the Grantor hereby grants to the Assignee a security interest in and continuing Lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) Notwithstanding anything to the contrary contained in clause (a), the security interest created by this Agreement shall not extend to any Excluded Assets, including any applications for trademarks or service marks filed in the United States Patent and Trademark Office

or any successor thereto (the “**PTO**”) on the basis of the applicant’s intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be coterminous with the term of the Security Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Note Purchase Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____


Name: Jeffrey Rose
Title: Vice President

Address of Assignee: 50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402

GRANTOR:

TIMEX GROUP USA, INC.

as a Grantor

By: 

Name: David T. Payne

Title: Senior Vice President

Address of Grantor: 555 Christian Road

New Haven, Connecticut, USA

Middlebury

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007111 FRAME: 0448

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Timex Group USA, Inc.	1440 SPORTS	78/290,876	23-Aug-2003	Registered	2874900	17-Aug-2004
Timex Group USA, Inc.	ACQUA (stylized)	74/185102	15-Jul-1991	Registered	1688989	26-May-1992
Timex Group USA, Inc.	ALLIED	87/381181	22-Mar-2017	Registered	5342740	21-Nov-2017
Timex Group USA, Inc.	AMERICAN DOCUMENTS	87/800960	16-Feb-2018	Registered	5776692	11-Jun-2019
Timex Group USA, Inc.	CARRIAGE	73/789,185	27-Mar-1989	Registered	1568248	28-Nov-1989
Timex Group USA, Inc.	CAVATINA	73/073,588	07-Jan-1976	Registered	1064413	26-Apr-1977
Timex Group USA, Inc.	COMMAND URBAN	88/271427	22-Jan-2019	Registered	5916645	11-Nov-2019
Timex Group USA, Inc.	DATA LINK	74/707,696	13-Jul-1995	Registered	1981200	18-Jun-1996
Timex Group USA, Inc.	E LOGO	75/052219	01-Feb-1996	Registered	2118355	02-Dec-1997
Timex Group USA, Inc.	EASY READER	73/250040	02-May-1977	Registered	1171155	29-Sep-1981
Timex Group USA, Inc.	EXPEDITION	73/662,306	21-May-1987	Registered	1472178	12-Jan-1988
Timex Group USA, Inc.	FAST WRAP	75/308,952	16-Jun-1997	Registered	2216745	05-Jan-1999

Timex Group USA, Inc.	FLIX	75/076,827	22-Mar-1996	Registered	2307677	11-Jan-2000
Timex Group USA, Inc.	GIZMOZ	73817155	03-Aug-1989	Registered	1585551	06-Mar-1990
Timex Group USA, Inc.	ICONNECT LOGO	88/320233	28-Feb-2019	Registered	5899129	29-Oct-2019
Timex Group USA, Inc.	INGERSOLL	71/000,470	05-Apr-1905	Registered	44586	11-Jul-1905
Timex Group USA, Inc.	INTELLIGENT QUARTZ	85/164601	29-Oct-2010	Registered	4632625	04-Nov-2014
Timex Group USA, Inc.	IQ+	87/106843	18-Jul-2016	Registered	5206392	16-May-2017
Timex Group USA, Inc.	IT TAKES A LICKING AND KEEPS ON TICKING	73/817,154	03-Aug-1989	Registered	1585550	06-Mar-1990
Timex Group USA, Inc.	IT'S NOT ORIGINAL UNLESS IT'S A TIMEX	85/116482	26-Aug-2010	Registered	3954313	03-May-2011
Timex Group USA, Inc.	KEEPS ON TICKING	78/869032	25-Apr-2006	Registered	3703646	27-Oct-2009
Timex Group USA, Inc.	KELTON	75517082	10-Jul-1998	Registered	2327425	07-Mar-2000
Timex Group USA, Inc.	LUNETTE DESIGN	74/140,410	19-Feb-1991	Registered	1734672	24-Nov-1992
Timex Group USA, Inc.	LUNETTE DESIGN W/RECTANGLES	75/180,938	15-Oct-1996	Registered	2347948	09-May-2000
Timex Group USA, Inc.	MARATHON	73/127,643	23-May-1977	Registered	1080319	27-Dec-1977
Timex Group USA, Inc.	MARLIN	73/765214	21-Nov-1988	Registered	1544350	20-Jun-1989
Timex Group USA, Inc.	MK1	87/929847	21-May-2018	Registered	5632984	18-Dec-2018

Timex Group USA, Inc.	NIGHT-MODE	74/298,797	28-Jul-1992	Registered	1817420	18-Jan-1994
Timex Group USA, Inc.	PERFECT DATE	85/968871	25-Jun-2013	Registered	4800205	25-Aug-2015
Timex Group USA, Inc.	QUICKDATE	73/663,163	27-May-1987	Registered	1473085	19-Jan-1988
Timex Group USA, Inc.	SHOW YOURSELF WHAT YOU CAN DO	86/315706	20-Jun-2014	Registered	4678719	27-Jan-2015
Timex Group USA, Inc.	SPECIALISTS IN THE ART OF TIMEKEEPING	87/149061	24-Aug-2016	Registered	5607560	13-Nov-2018
Timex Group USA, Inc.	SUPERNOVA	87/457192	19-May-2017	Registered	5576756	02-Oct-2018
Timex Group USA, Inc.	TIME-FACTORY	75/294,404	16-May-1997	Registered	2223217	09-Feb-1999
Timex Group USA, Inc.	TIMEX	71/477,169	02-Dec-1944	Registered	417113	16-Oct-1945
Timex Group USA, Inc.	TIMEX	85/235804	07-Feb-2011	Registered	4104363	28-Feb-2012
Timex Group USA, Inc.	TIMEX	74/292,156	08-Jul-1992	Registered	1823796	22-Feb-1994
Timex Group USA, Inc.	TIMEX	74/802,409	13-Sep-1993	Registered	1924534	03-Oct-1995
Timex Group USA, Inc.	TIMEX	86/659497	11-Jun-2015	Registered	4885861	12-Jan-2016
Timex Group USA, Inc.	TIMEX	75/625,588	22-Jan-1999	Registered	2392243	03-Oct-2000
Timex Group USA, Inc.	TIMEX	86/526501	06-Feb-2015	Registered	4821793	29-Sep-2015
Timex Group USA, Inc.	TIMEX	78/858525	11-Apr-2006	Registered	3255530	26-Jun-2007

Timex Group USA, Inc.	TIMEX	78/488,211	23-Sep-2004	Registered	3017864	22-Nov-2005
Timex Group USA, Inc.	TIMEX	71/658,031	15-Dec-1953	Registered	594464	31-Aug-1954
Timex Group USA, Inc.	TIMEX COMMAND	87/199421	11-Oct-2016	Registered	5546549	21-Aug-2018
Timex Group USA, Inc.	TIMEX IN US MAP LOGO	87/612239	18-Sep-2017	Registered	5770442	04-Jun-2019
Timex Group USA, Inc.	TIMEX IQ+	87/041190	18-May-2016	Registered	5224494	13-Jun-2017
Timex Group USA, Inc.	TIMEX WEEKENDER	86/599617	16-Apr-2015	Registered	4822221	29-Sep-2015
Timex Group USA, Inc.	TIMEXPO	76/010,368	27-Mar-2000	Registered	2534826	29-Jan-2002
Timex Group USA, Inc.	TMX	75/689,702	22-Apr-1999	Registered	2724570	10-Jun-2003
Timex Group USA, Inc.	TORRINGTON	87/756268	16-Jan-2018	Registered	5597492	30-Oct-2018
Timex Group USA, Inc.	TRIATHLON	73/434,451	14-Jul-1983	Registered	1294180	11-Sep-1984
Timex Group USA, Inc.	TRIBUTE	87/415280	18-Apr-2017	Registered	5388428	23-Jan-2018
Timex Group USA, Inc.	TRUE SINCE 1854 TIMEX	86/097979	22-Oct-2013	Registered	4559331	01-Jul-2014
Timex Group USA, Inc.	V P LOGO	87/597713	06-Sep-2017	Registered	5547353	21-Aug-2018
Timex Group USA, Inc.	VARIETY	87/899658	30-Apr-2018	Registered	5765217	28-May-2019
Timex Group USA, Inc.	VIEWPOINT	87/576566	21-Aug-2017	Registered	5547322	21-Aug-2018

Timex Group USA, Inc.	WEAR IT WELL	86/050398	28-Aug-2013	Registered	4523519	29-Apr-2014
Timex Group USA, Inc.	WE DON'T STOP	88/193279	14-Nov-2018	Registered	6175795	13-Oct-2020
Timex Group USA, Inc.	WRISTAPPS	75052834	02-Feb-1996	Registered	2214941	29-Dec-1998

Applications for Registration of Trademarks

None.