

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIMEX GROUP USA, INC.		06/25/2021	Corporation:
TIMEX NEDERLAND B.V.		06/25/2021	Besloten Vennootschap (B.V.):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 59</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90549082	EXPEDITION NORTH	
<b>Registration Number:</b>	5899129	ICONNECT	
<b>Registration Number:</b>	5770442	TIMEX	
<b>Registration Number:</b>	5547353	V   P	
<b>Registration Number:</b>	2534826	TIMEXPO	
<b>Registration Number:</b>	2118355	E	
<b>Registration Number:</b>	2347948		
<b>Registration Number:</b>	1734672		
<b>Registration Number:</b>	1688989	ACQUA	
<b>Registration Number:</b>	2874900	1440 SPORTS	
<b>Registration Number:</b>	5342740	ALLIED	
<b>Registration Number:</b>	5776692	AMERICAN DOCUMENTS	
<b>Registration Number:</b>	1568248	CARRIAGE	
<b>Registration Number:</b>	1064413	CAVATINA	
<b>Registration Number:</b>	5916645	COMMAND URBAN	
<b>Registration Number:</b>	1981200	DATA LINK	
<b>Registration Number:</b>	1171155	EASY READER	

OP \$1490.00 90549082

Property Type	Number	Word Mark
Registration Number:	1472178	EXPEDITION
Registration Number:	2216745	FAST WRAP
Registration Number:	2307677	FLIX
Serial Number:	88505213	HEARTFIT
Registration Number:	0044586	INGERSOLL
Registration Number:	4632625	INTELLIGENT QUARTZ
Registration Number:	5206392	IQ+
Registration Number:	1585550	IT TAKES A LICKING AND KEEPS ON TICKING
Registration Number:	3954313	IT'S NOT ORIGINAL UNLESS IT'S A TIMEX
Registration Number:	3703646	KEEPS ON TICKING
Registration Number:	2327425	KELTON
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:	4821793	TIMEX
Registration Number:	4885861	TIMEX
Registration Number:	4104363	TIMEX
Registration Number:	3255530	TIMEX
Registration Number:	3017864	TIMEX
Registration Number:	2392243	TIMEX
Registration Number:	1924534	TIMEX
Registration Number:	1823796	TIMEX
Registration Number:	0417113	TIMEX
Registration Number:	0594464	TIMEX
Registration Number:	5546549	TIMEX COMMAND
Registration Number:	5224494	TIMEX IQ+
Registration Number:	4822221	TIMEX WEEKENDER
Registration Number:	2724570	TMX
Registration Number:	5597492	TORRINGTON
Registration Number:	1294180	TRIATHLON
Registration Number:	5388428	TRIBUTE

Property Type	Number	Word Mark
Registration Number:	5765217	VARIETY
Registration Number:	5547322	VIEWPOINT
Registration Number:	6175795	WE DON'T STOP
Registration Number:	2214941	WRISTAPPS

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
**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:** 2155695619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye (074658-21045)  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-21045
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	06/25/2021

**Total Attachments: 9**  
source=(126218713)\_ (1)\_ Intellectual Property Security Agreement (PNC-Timex)#page1.tif  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 25th day of June, 2021, by TIMEX GROUP USA, INC., a Delaware corporation (“Timex US”) and TIMEX NEDERLAND B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Hoofddorp, the Netherlands and registered with the Dutch trade register under number 33128681 (“Timex NL”, and together with Timex US, collectively, the “Grantors”, and each, a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), among Grantors, the other Borrowers and Guarantors party thereto as defined therein, the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, which for the avoidance of doubt shall not include any Excluded Property (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the

business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and shall be subject to Section 15.4 of the Credit Agreement.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

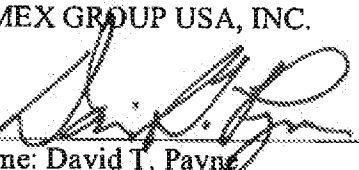
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


*[Remainder of page left intentionally blank; Signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

TIMEX GROUP USA, INC.

By:   
Name: David T. Payne  
Title: Senior Vice President, General Counsel and  
Secretary

TIMEX NEDERLAND B.V.

By:   
Name: David T. Payne  
Title: Responsible Officer

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

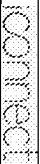




<b>Applicant / Owner</b>	<b>Patent Name</b>	<b>Jurisdiction</b>	<b>Reg. Date (App. Date)</b>	<b>Patent No. (App. No.)</b>
Timex Group USA, Inc.	WEARABLE ELECTRONIC DEVICE WITH MULTIPLE DISPLAY FUNCTIONALITY	USA	9/26/2006	7113450
Timex Group USA, Inc.	WEARABLE ELECTRONIC DEVICE WITH MULTIPLE DISPLAY FUNCTIONALITY	USA	10/26/2010	7821878
Timex Group USA, Inc.	WEARABLE ELECTRONIC DEVICE	USA	4/7/2015	9001625
Timex Group USA, Inc.	Coupling Assembly for Coupling a Wristworn Device to a Strap	USA	7/28/2015	9092012
Timex Group USA, Inc.	BIDIRECTIONAL MEMS DRIVING ARRANGEMENT	USA	1/6/2015	8926465
Timex Group USA, Inc.	Wristworn Device with a Releasable Locking Arrangement	USA	9/8/2015	9125460
Timex Group USA, Inc.	ELECTRONIC DEVICE AND METHOD OF CONTROLLING DISPLAY OF INFORMATION	USA	5/24/2016	9348320
Timex Group USA, Inc.	Wearable Electronic Device	USA	4/12/2016	9310780
Timex Group USA, Inc.	COUPLING ASSEMBLY FOR COUPLING A WRISTWORN DEVICE TO A STRAP	USA	8/29/2017	9743724
Timex Group USA, Inc.	Wearable Electronic Device With Hand Synchronization	USA	5/2/2017	9639064
Timex Group USA, Inc.	Display For Consumer Articles	USA	2/6/2018	9883754
Timex Group USA, Inc.	Wristwearable Device With Travel Information Indicators	USA	9/4/2018	10067477
Timex Group USA, Inc.	MATING CONNECTOR FOR A MICRO USB CONNECTOR	USA	2/6/2018	9887503
Timex Group USA, Inc.	Method of Actuator Navigation And Electronic Device Comprising An Actuation Navigator Function	USA	7/24/2018	10031486
Timex Group USA, Inc.	Coupling Assembly for Coupling a Wristworn Device to a Strap	USA	5/14/2019	10285474
Timex Group USA, Inc.	BIDIRECTIONAL MEMS DRIVING ARRANGEMENTS WITH A FORCE ABSORBING SYSTEM	USA	11/17/2020	10838366
Timex Group USA, Inc.	ELECTRONIC DEVICE WITH SIMULATED ANALOG	USA	5/18/2021	11009833



Applicant / Owner	Patent Name	Jurisdiction	Reg. Date (App. Date)	Patent No. (App. No.)
	INDICATOR INTERACTION WITH DIGITAL INFORMATION/IMAGES			
Timex Group USA, Inc.	ANTENNA ARRANGEMENT FOR AN ELECTRONIC DEVICE AND AN ELECTRONIC DEVICE INCLUDING SAME	USA	(4/16/2018)	(15953654)
Timex Group USA, Inc.	WEARABLE DEVICE WITH RF TRANSMITTER	USA	(5/29/2018)	(15991466)
Timex Group USA, Inc.	Method of Actuator Navigation And Electronic Device Comprising An Actuation Navigator Function	USA	(7/23/2018)	(16042181)
Timex Group USA, Inc.	Wristwearable Device With Travel Information Indicators	USA	(8/30/2018)	(16117199)
Timex Group USA, Inc.	Wristwearable Device With Travel Information Indicators	USA	(11/20/2018)	(16196203)
Timex Group USA, Inc.	Coupling Assembly for Coupling a Wristworn Device to a Strap	USA	2/9/2021	10912352
Timex Group USA, Inc.	COMBINED WATCH CASING AND PORTION OF A STRAP	USA	9/25/2007	D551573
Timex Group USA, Inc.	WATCH CASING	USA	2/16/2010	D610025
Timex Group USA, Inc.	WATCH CASING	USA	6/15/2010	D617663
Timex Group USA, Inc.	PORTION OF A WATCH CASING	USA	9/14/2010	D623549
Timex Group USA, Inc.	COMBINED WATCH CASING AND PORTION OF A STRAP	USA	9/28/2010	D624441
Timex Group USA, Inc.	WATCH CASE	USA	8/28/2012	D665277
Timex Group USA, Inc.	WATCH CASING	USA	8/7/2012	D664865
Timex Group USA, Inc.	WATCH CASING	USA	8/7/2012	D664866
Timex Group USA, Inc.	WATCH CASING	USA	12/4/2012	D671845
Timex Group USA, Inc.	WATCH CASING	USA	11/13/2012	D670576
Timex Group USA, Inc.	WATCH CASING	USA	11/13/2012	D670577
Timex Group USA, Inc.	WATCH CASING	USA	8/7/2012	D664868
Timex Group USA, Inc.	WATCH CASING	USA	5/7/2013	D681482
Timex Group USA, Inc.	WATCH CASING	USA	8/28/2012	D666109
Timex Group USA, Inc.	WATCH CASING	USA	8/28/2012	D666110
Timex Group USA, Inc.	WATCH CASING	USA	8/28/2012	D666110
Timex Group USA, Inc.	WATCH CASING	USA	12/25/2012	D673060
Timex Group USA, Inc.	WATCH CASE	USA	1/15/2013	D674310
Timex Group USA, Inc.	WATCH CASING	USA	4/30/2013	D680886
Timex Group USA, Inc.	Watch Casing and a Portion of a Strap	USA	1/5/2016	D746702
Timex Group USA, Inc.	WEARABLE ELECTRONIC DEVICE WITH MULTIPLE DISPLAY FUNCTIONALITY	USA	3/27/2012	8144547
Timex Group USA, Inc.	COMBINED WATCH CASING AND PORTION OF A STRAP	USA	3/7/2006	D516440
Timex Group USA, Inc.	METHOD OF DISPLAYING ELAPSED TIME ON A WRISTWORN	USA	12/30/2014	8923096

Applicant / Owner	Patent Name	Jurisdiction	Reg. Date (App. Date)	Patent No. (App. No.)
Timex Group USA, Inc.	DEVICE AND WRISTWORN DEVICE DISPLAYING SAME BIDIRECTIONAL MEMS DRIVING ARRANGEMENTS WITH A FORCE ABSORBING SYSTEM	USA	(10/26/2020)	(17079589)
Timex Group USA, Inc.	Coupling Assembly for Coupling a Wristworn Device to a Strap	USA	(1/25/2021)	(17157419)
Timex Group USA, Inc.	WATCH CASE	USA	8/28/2012	D666108
Timex Group USA, Inc.	CROWN PUSHER ASSEMBLY AND WRISTWEARABLE ELECTRONIC DEVICE COMPRISING SAME	Canada	4/16/2018 (Pending)	3060384

III. Trademarks and Trademark Applications

Owner / Applicant	Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Timex Group USA Inc.	EXPEDITION NORTH	USA	(2/26/2021)	(90549082)
Timex Group USA, Inc.		USA	10/29/2019	5899129
Timex Group USA, Inc.		USA	6/4/2019	5770442
Timex Group USA, Inc.	V   P	USA	8/21/2018	5547353
Timex Group USA, Inc.	TIMEXPO	USA	1/29/2002	2534826
Timex Group USA, Inc.		USA	12/2/1997	2118355
Timex Group USA, Inc.		USA	5/9/2000	2347948
Timex Group USA, Inc.		USA	11/24/1992	1734672
Timex Group USA, Inc.		USA	5/26/1992	1688989
Timex Group USA, Inc.	1440 SPORTS	USA	8/17/2004	2874900
Timex Group USA, Inc.	ALLIED	USA	11/21/2017	5342740
Timex Group USA, Inc.	AMERICAN DOCUMENTS	USA	6/11/2019	5776692
Timex Group USA, Inc.	CARRIAGE	USA	11/28/1989	1568248

Owner / Applicant	Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Timex Group USA, Inc.	CAVATINA	USA	4/26/1977	1064413
Timex Group USA, Inc.	COMMAND URBAN	USA	11/19/2019	5916645
Timex Group USA, Inc.	DATA LINK	USA	6/18/1996	1981200
Timex Group USA, Inc.	EASY READER	USA	9/29/1981	1171155
Timex Group USA, Inc.	EXPEDITION	USA	1/12/1988	1472178
Timex Group USA, Inc.	FAST WRAP	USA	1/5/1999	2216745
Timex Group USA, Inc.	FLIX	USA	1/11/2000	2307677
Timex Group USA, Inc.	HEARTFIT	USA	(7/9/2019)	(88505213)
Timex Group USA, Inc.	INGERSOLL	USA	7/11/1905	0044586
Timex Group USA, Inc.	INTELLIGENT QUARTZ	USA	11/4/2014	4632625
Timex Group USA, Inc.	IQ+	USA	5/16/2017	5206392
Timex Group USA, Inc.	IT TAKES A LICKING AND KEEPS ON TICKING	USA	3/6/1990	1585550
Timex Group USA, Inc.	IT'S NOT ORIGINAL UNLESS IT'S A TIMEX	USA	5/3/2011	3954313
Timex Group USA, Inc.	KEEPS ON TICKING	USA	10/27/2009	3703646
Timex Group USA, Inc.	KELTON	USA	3/7/2000	2327425
Timex Group USA, Inc.	MARATHON	USA	12/27/1977	1080319
Timex Group USA, Inc.	MARLIN	USA	6/20/1989	1544350
Timex Group USA, Inc.	MK1	USA	12/18/2018	5632984
Timex Group USA, Inc.	NIGHT-MODE	USA	1/18/1994	1817420
Timex Group USA, Inc.	PERFECT DATE	USA	8/25/2015	4800205
Timex Group USA, Inc.	QUICKDATE	USA	1/19/1988	1473085
Timex Group USA, Inc.	SHOW YOURSELF WHAT YOU CAN DO	USA	1/27/2015	4678719
Timex Group USA, Inc.	SPECIALISTS IN THE ART OF TIMEKEEPING	USA	11/13/2018	5607560
Timex Group USA, Inc.	SUPERNOVA	USA	10/2/2018	5576756
Timex Group USA, Inc.	TIME-FACTORY	USA	2/9/1999	2223217
Timex Group USA, Inc.	TIMEX	USA	9/29/2015	4821793
Timex Group USA, Inc.	TIMEX	USA	1/12/2016	4885861
Timex Group USA, Inc.	TIMEX	USA	2/28/2012	4104363
Timex Group USA, Inc.	TIMEX	USA	6/26/2007	3255530
Timex Group USA, Inc.	TIMEX	USA	11/22/2005	3017864
Timex Group USA, Inc.	TIMEX	USA	10/3/2000	2392243
Timex Group USA, Inc.	TIMEX	USA	10/3/1995	1924534

Owner / Applicant	Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
Timex Group USA, Inc.	TIMEX	USA	2/22/1992	1823796
Timex Group USA, Inc.	TIMEX	USA	10/16/1945	0417113
Timex Group USA, Inc.	TIMEX	USA	8/31/1954	0594464
Timex Group USA, Inc.	TIMEX COMMAND	USA	8/21/2018	5546549
Timex Group USA, Inc.	TIMEX IQ+	USA	6/13/2017	5224494
Timex Group USA, Inc.	TIMEX WEEKENDER	USA	9/29/2015	4822221
Timex Group USA, Inc.	TMX	USA	6/10/2003	2724570
Timex Group USA, Inc.	TORRINGTON	USA	10/30/2018	5597492
Timex Group USA, Inc.	TRIATHLON	USA	9/11/1984	1294180
Timex Group USA, Inc.	TRIBUTE	USA	1/23/2018	5388428
Timex Group USA, Inc.	VARIETY	USA	5/28/2019	5765217
Timex Group USA, Inc.	VIEWPOINT	USA	8/21/2018	5547322
Timex Group USA, Inc.	WE DON'T STOP	USA	10/13/2020	6175795
Timex Group USA, Inc.	WRISTAPPS	USA	12/29/1998	2214941
Timex Group USA, Inc.	ACQUA	Canada	1/10/1992	TMAA392472
Timex Group USA, Inc.	AMERICAN DOCUMENTS	Canada	2/13/2020	TMAA1072688
Timex Group USA, Inc.	CAVATINA	Canada	10/14/1988	TMAA346478
Timex Group USA, Inc.	DATA LINK	Canada	1/16/1997	TMAA468939
Timex Group USA, Inc.	E DESIGN	Canada	2/7/1996	TMAA507650
Timex Group USA, Inc.	EASY READER	Canada	2/11/2004	TMAA601926
Timex Group USA, Inc.	EXPEDITION	Canada	9/15/1995	TMAA447796

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REEL: 007336 FRAME: 0952