

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Trademarks and Patents

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nextten Stauer, LLC		09/13/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association, Successor by Merger to MB Financial Bank, N.A.
Street Address:	222 S. Riverside Plaza, 3rd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	6136989	THE STAUER WOWER
Registration Number:	6091797	WOW WITHOUT THE OW!
Registration Number:	6028434	BETTER THAN FREE
Registration Number:	5986589	
Registration Number:	5946337	ULTIMATE DIAMOND ALTERNATIVE
Registration Number:	5723869	DIAMOND ARCHITECTS
Registration Number:	5897923	ROMANCE DOWN TO A SCIENCE
Registration Number:	5537394	STAUER
Registration Number:	5236691	AFFORD THE EXTRAORDINARY
Registration Number:	4609497	STAUER
Registration Number:	4627853	STAUER
Registration Number:	5050949	AQUARIA STONES
Registration Number:	4264703	DASHTRONIC
Registration Number:	4941575	STAUER OPTICS
Registration Number:	4951521	STAUER OPTICS
Registration Number:	4240866	STAUER
Registration Number:	4242876	FLYBOY OPTICS
Registration Number:	4487758	MITSUKO ORGANIC CULTURED PEARLS

CH \$1040.00 6136989

Property Type	Number	Word Mark
Registration Number:	4511535	WILLIAM WEBSTER 1768
Registration Number:	4418987	FLYBOY
Registration Number:	4368655	FLYBOY 1916
Registration Number:	4370194	BERTUZZI
Registration Number:	4364468	STAUER
Registration Number:	4364466	STAUER
Registration Number:	4364465	STAUER
Registration Number:	4289672	COTSWOLD
Registration Number:	3706981	STAUER
Registration Number:	3659424	DEBRUGES
Registration Number:	3455261	DIAMONDAURA
Registration Number:	3363278	STAUER
Registration Number:	3320232	STAUER
Registration Number:	3112690	STAUER
Registration Number:	3017385	GRAVES
Registration Number:	3931410	STAUER
Registration Number:	3854243	STAUER
Registration Number:	3850543	STAUER
Registration Number:	3850542	STAUER
Registration Number:	3850541	STAUER
Registration Number:	3778516	SCIENZA
Serial Number:	97437725	ZAVANI
Serial Number:	97060117	ZURICH MINT

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 2024678800

Email: mcgoodwin@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255 -- IPLaw@Vorys

Address Line 2: Attn: Laura T. Geyer

Address Line 4: Columbus, OHIO 43216

NAME OF SUBMITTER: Laura T. Geyer

SIGNATURE: /Laura T. Geyer/

DATE SIGNED: 09/16/2022

Total Attachments: 7

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARKS
AND PATENTS**

WHEREAS, NEXTTEN STAUER, LLC, a Minnesota limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, Fifth Third Bank, National Association, successor by merger to MB Financial Bank, N.A. (“**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 8, 2015, between Grantor and Grantee (as amended from time to time, the “**Credit Agreement**”), Grantor hereby grants to Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.


As security, among other things, for the Obligations, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks and Patents dated as of June 8, 2015 (as may have been heretofore amended, the “Existing Agreement”). The Existing Agreement is hereby amended and restated in its entirety by this Agreement. This Agreement, the attached exhibits and schedules, if any, the Credit Agreement, and the other Loan Documents (as defined in the Credit Agreement) govern the present relationship between Grantor and Grantee. None of

this Agreement, the Credit Agreement, or any of the other Loan Documents is in any way intended, and none of them may be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens (as defined in the Credit Agreement) granted to, or held by, Grantee under the Existing Agreement or any other agreements, instruments, and documents executed in connection therewith. The security interests and other Liens granted to Grantee by Grantor in the Existing Agreement will continue in existence under the terms of this Agreement, which security interests and other Liens Grantor, by this Agreement, acknowledges, reaffirms and confirms to Grantee. References in any of the Loan Documents to the Existing Agreement shall, after the Effective Date, be deemed to be references to this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security
Interest as of September 13, 2022.
GRANTOR:

NEXTTEN STAUER, LLC

By: 
Name: Toby L. Stanfield
Title: Chief Manager & Chairman, Manager

GRANTEE:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**

By: _____
Josh R. Slattery, Vice President

Signature Page to Amended and Restated Grant of Security Interest
In Trademarks and Patents

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of September 13, 2022.
GRANTOR:

NEXTTEN STAUER, LLC

By: _____
Name: Troy L. Stanfield
Title: Chief Manager & Chairman, Manager






GRANTEE:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**

By: Josh Slattery
Josh R. Slattery, Vice President

Signature Page to Amended and Restated Grant of Security Interest
In Trademarks and Patents

EXHIBIT A

Mark	Serial Number	Filing Date	Registration Number	Registration Date
ZAVANI	97437725	06/01/2022	NA	NA
ZURICH MINT	97060117	10/05/2021	NA	NA
THE STAUER WOWER	88178005	11/01/2018	6136989	08/25/2020
WOW WITHOUT THE OW!	88177909	11/01/2018	6091797	06/30/2020
BETTER THAN FREE	88612998	09/11/2019	6028434	04/07/2020
	88450339	05/29/2019	5986589	02/11/2020
ULTIMATE DIAMOND ALTERNATIVE	88411441	05/01/2019	5946337	12/24/2019
DIAMOND ARCHITECTS	88007239	06/20/2018	5723869	04/09/2019
ROMANCE DOWN TO A SCIENCE	87794360	02/12/2018	5897923	10/29/2019
STAUER	87743759	01/04/2018	5537394	08/07/2018
AFFORD THE EXTRAORDINARY	87255158	12/02/2016	5236691	07/04/2017
STAUER	86200240	02/21/2014	4609497	09/23/2014
STAUER (cl. 16)	86200243	02/21/2014	4627853	10/28/2014
AQUARIA STONES	86694662	07/16/2015	5050949	09/27/2016
DASHTRONIC (cl. 14)	85655769	06/19/2012	4264703	12/25/2012
STAUER OPTICS (cl. 9)	85540966	02/13/2012	4941575	04/19/2016
	85540951	02/13/2012	4951521	05/03/2016
STAUER (cl. 25)	85518790	01/18/2012	4240866	11/13/2012
FLYBOY OPTICS (cl. 9)	85328341	05/24/2011	4242876	11/13/2012
	85967665	06/24/2013	4487758	02/25/2014
WILLIAM WEBSTER 1768 (cl. 14)	85687282	07/26/2012	4511535	04/08/2014
FLYBOY (cl. 9)	85328267	05/24/2011	4418987	10/15/2013
FLYBOY 1916 (cl. 14)	85834944	01/29/2013	4368655	07/16/2013
BERTUZZI (cl. 14)	85579878	03/26/2012	4370194	07/16/2013
	85779655	11/14/2012	4364468	07/09/2013
	85779642	11/14/2012	4364466	07/09/2013

Mark	Serial Number	Filing Date	Registration Number	Registration Date
Stauer (cl. 14)	85779637	11/14/2012	4364465	07/09/2013
COTSWOLD (cl. 14)	85328309	05/24/2011	4289672	02/12/2013
STAUER (cl. 25)	78665781	07/07/2005	3706981	11/03/2009
DEBRUGES (cl. 14)	78818161	02/17/2006	3659424	07/21/2009
DIAMONDAURA (cl. 14)	78602017	04/05/2005	3455261	06/24/2008
STAUER (cl. 14)	78665785	07/07/2005	3363278	01/01/2008
STAUER (cl. 18)	78665782	07/07/2005	3320232	10/23/2007
STAUER (cl. 14)	78377258	03/02/2004	3112690	07/04/2006
GRAVES (cl. 14)	78377253	03/02/2004	3017385	11/22/2005
STAUER (cl. 9)	77465384	05/05/2008	3931410	03/15/2011
STAUER (cl. 15)	77465375	05/05/2008	3854243	09/28/2010
STAUER (cls. 14, 16)	77465374	05/05/2008	3850543	09/21/2010
STAUER (cl. 21)	77465372	05/05/2008	3850542	09/21/2010
STAUER (cl. 35)	77465367	05/05/2008	3850541	09/21/2010
SCIENZA (cl. 14)	77232887	07/18/2007	3778516	04/20/2010

EXHIBIT B

Title	Application Number	Filing Date	Patent Number	Issue Date
Wrist watch	29/422,338	05/18/2012	D669,797	10/30/2012