

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		04/09/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tourneau, LLC		
<b>Street Address:</b>	663 5th Ave		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1500006	TOURNEAU CORNER NEW YORK - BAL HARBOUR -	
<b>Registration Number:</b>	1367524	SAFARI	
<b>Registration Number:</b>	2139714	TOURNEAU TIMEMACHINE	
<b>Registration Number:</b>	2458134	TOURNEAU WATCH GEAR	
<b>Registration Number:</b>	2336236	TOURNEAU	
<b>Registration Number:</b>	2450088	TOURNEAU WATCH GEAR	
<b>Registration Number:</b>	2847536	TOURNEAU	
<b>Registration Number:</b>	2989515	TIME DOME	
<b>Registration Number:</b>	4001584	T TOURNEAU	
<b>Registration Number:</b>	3056704	EXCELSIOR-PARK	
<b>Registration Number:</b>	4773596	TOURNEAU CORNER	
<b>Registration Number:</b>	4627883	OUR MINUTES	
<b>Registration Number:</b>	5013988	TOURNEAU	
<b>Registration Number:</b>	4910164	MOMENTS THAT STOP TIME	
<b>Registration Number:</b>	4094553	TOURNEAU CERTIFIED PRE-OWNED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212.735.5117  
**Email:** francine.waldbaum@skadden.com  
**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP  
**Address Line 1:** Four Times Square  
**Address Line 2:** Francine Waldbaum  
**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	202880/1
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<b>NAME OF SUBMITTER:</b>	Bruce Goldner
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<b>SIGNATURE:</b>	/Bruce Goldner/
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<b>DATE SIGNED:</b>	04/10/2018
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**Total Attachments: 4**

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**RELEASE OF THIRD LIEN TRADEMARK SECURITY AGREEMENT**

This Release of Third Lien Trademark Security Agreement (this “Release”), is dated as of April 9, 2018, with reference to (i) that certain Third Lien Trademark Security Agreement, dated as of July 15, 2011 (together with all amendments, restatements, supplements or other modifications from time to time prior to the date hereof, the “2011 Trademark Security Agreement”) and (ii) that certain Third Lien Trademark Security Agreement dated as of September 15, 2016 (together with all amendments, restatements, supplements or other modifications from time to time, the “2016 Trademark Security Agreement” and together with the 2011 Trademark Security Agreement, the “Trademark Security Agreements”), by Tourneau LLC, a Delaware limited liability company, and TWC Michigan Avenue LLC, a Delaware limited liability company (“Michigan Avenue Jewelers” and, together with Tourneau LLC, each individually, a “Grantor” and, collectively, the “Grantors”), each having an address at 663 5th Ave, New York, NY 10022, in favor of U.S. Bank National Association, in its capacity as collateral agent (the “Collateral Agent”), acting for and on behalf of the Mezzanine Holders. Capitalized terms not defined in this Release have meanings set forth for such terms in the applicable Trademark Security Agreement.

WHEREAS, pursuant to the Third Lien Security Agreement dated as of July 15, 2011 (as amended, restated and supplemented from time to time, prior to the date hereof the “Security Agreement,”) each Grantor and the Credit Parties party thereto granted a continuing Lien to the Collateral Agent for the benefit of Mezzanine Holders to secure the Obligations of the Grantors, and in connection therewith each of the Trademark Security Agreements were entered into thereby granting a security interest in such Grantor’s right, title or interest in or to all Trademark Collateral listed on Schedule 1;

WHEREAS, the 2011 Trademark Security Agreement which was recorded with the United States Patent and Trademark Office on July 19, 2011 at Reel 4586 and Frame 0538 and granted a security interest in certain of the Trademark Collateral listed on Schedule 1;

WHEREAS, the 2016 Trademark Security Agreement which was recorded with the United States Patent and Trademark Office on September 16, 2016 at Reel 5879 and Frame 0207 granted a security interest in certain of the Trademark Collateral listed on Schedule 1;

WHEREAS, the Mezzanine Holders through the Collateral Agent desire to release and terminate the Collateral Agent’s security interest in the Trademark Collateral identified on Schedule 1 attached hereto;

WHEREAS, each Grantor desires to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, the Collateral Agent on behalf of the Mezzanine Holders hereby terminates, releases, and discharges fully the Collateral Agent’s security interest in and lien on the Trademark Collateral (including without limitation the trademarks listed on Schedule 1 hereto) as granted pursuant to the Security Agreement, and any rights the Collateral Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to each Grantor, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of the Collateral Agent in the Trademark Collateral shall hereby cease and become void.

The Collateral Agent hereby agrees, at the sole expense of the Grantors, to take such further actions and to execute such further documents as the Grantors may reasonably request to effect and evidence this Release of Third Lien Trademark Security Agreement, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interest the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Third Lien Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION**  
as Collateral Agent

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Philip G. Kane, Jr.**  
**Vice President**

**Schedule 1**

**A. REGISTERED TRADEMARKS**

<b>MARK</b>	<b>REG. DATE</b>	<b>REG. NUMBER</b>	<b>CURRENT OWNER</b>
TOURNEAU CORNER NEW YORK – BAL HARBOUR – GENEVA	08/09/1988	1,500,006	Tourneau, LLC
SAFARI	10/29/1985	1,367,524	Tourneau, LLC
TOURNEAU TIMEMACHINE	02/24/1998	2,139,714	Tourneau, LLC
TOURNEAU WATCH GEAR	06/05/2001	2,458,134	Tourneau, LLC
TOURNEAU	03/28/2000	2,336,236	Tourneau, LLC
TOURNEAU WATCH GEAR and Design	05/08/2001	2,450,088	Tourneau, LLC
TOURNEAU	06/01/2004	2,847,536	Tourneau, LLC
TIME DOME	08/30/2005	2,989,515	Tourneau, LLC
TOURNEAU and T Design	7/26/2011	4,001,584	Tourneau, LLC
EXCELSIOR-PARK	2/7/2006	3,056,704	Tourneau, LLC
TOURNEAU CORNER	7/14/2015	4,773,596	Tourneau, LLC
OUR MINUTES	10/28/2014	4,627,883	Tourneau, LLC
TOURNEAU	8/2/2016	5,013,988	Tourneau, LLC
MOMENTS THAT STOP TIME	3/1/2016	4,910,164	Tourneau, LLC
TOURNEAU CERTIFIED PRE-OWNED & Design	1/31/2012	4,094,553	Tourneau, LLC

**B. LICENSES**

Trademark license agreement, dated as of December 1, 2010, between TWC Michigan Avenue LLC (fka 636 North Michigan Avenue Jewelers LLC) and Rolex Watch U.S.A., Inc. to permit the use of the ROLEX trademark and emblem in connection with the operation of a retail store at 636 North Michigan Avenue, Chicago, IL 60611.