

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Geneva Watch Group, Inc.		12/14/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Siena Lending Group LLC
<b>Street Address:</b>	9 W. Broad Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2358207	ADRENALINE
Registration Number:	1070973	ADVANCE
Registration Number:	3936428	ADVANCE TIME TECHNOLOGY
Registration Number:	1453155	AVANTI
Registration Number:	4732697	CONNECT
Serial Number:	85024910	DIGI-TOUCH
Registration Number:	3489779	GAME TIME
Registration Number:	4215797	GC
Registration Number:	4266995	H HIP HOP
Registration Number:	4210628	JULES + JAMES
Registration Number:	4769332	MAKE A-FACE
Registration Number:	4119335	NITRO
Registration Number:	4056858	ORGANTICK
Serial Number:	77967275	QUICKTOUCH
Registration Number:	3815024	TIME READY TECHNOLOGY
Serial Number:	85001891	TOUCH&GO
Registration Number:	2018602	ULTIMATE

CH \$465.00 2358207

Property Type	Number	Word Mark
Registration Number:	2422222	ULTRATECH

**CORRESPONDENCE DATA**

**Fax Number:** 2024083141

*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:** 2024083141

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue, NW

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 423874-2

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 12/15/2016

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 14, 2016, is made by GENEVA WATCH GROUP, INC., a Delaware corporation (“Grantor”) with an address of 1407 Broadway, Suite 400, New York, New York 10018 in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (as originating lender, and after the Closing Date as servicer for affiliated assignee, Siena Funding LLC, a Delaware limited liability company (“Siena Funding”), and together with Siena Funding, collectively, “Lender”) with an address of 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security 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, 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 Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (**provided** that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender within 30 days if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright material to the operation of Grantor's business, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of Grantor's Patents or Trademarks (now or hereafter existing) material to the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GENEVA WATCH GROUP, INC.**

By: Kenneth Ward  
Name: Kenneth Ward  
Title: Vice President of Finance

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

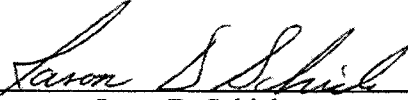
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

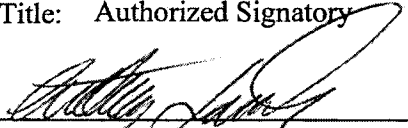
**GENEVA WATCH GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By:   
Name: Jason D. Schick  
Title: Authorized Signatory

By:   
Name: Anthony Lavino  
Title: Authorized Signatory



**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. U.S. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
WATCH BAND RETAINER	D611378	3/9/2010
WATCH CASE	D660725	5/29/2012
WATCH	D701128	3/18/2014
TOUCH SCREEN WATCH	8824245	9/2/2014

2. U.S. PATENT APPLICATIONS

<u>Patent</u>	<u>App. No.</u>	<u>Date</u>
WATCH DISPLAY WITH ICON	29/448824	3/14/2013

3. FOREIGN PATENT REGISTRATIONS

<u>Country</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Australia	DISPLAY SCREEN SURROUNDED BY A WATCH CASE	351413	10/21/2013
China	WATCH DISPLAY WITH ICON	ZL201330443790.7	5/14/2014
European Community	WATCH DISPLAY WITH ICON	001384317-0001	9/13/2013
Japan	WATCH DISPLAY WITH ICON	1514206	11/21/2014

4. FOREIGN PATENT APPLICATIONS

<u>Country</u>	<u>Patent</u>	<u>App. No.</u>	<u>Date</u>
India	WATCH DISPLAY WITH ICON	256436	9/13/2013

5. PATENT LICENSES

Name of Agreement

Date of Agreement

Parties

None.

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
ADRENALINE	2358207	6/13/2000
ADVANCE	1070973	8/9/1977
ADVANCE TIME TECHNOLOGY	3936428	3/29/2011
AVANTI	1453155	8/18/1987
CONNECT	4732697	5/5/2015
DIGI-TOUCH	85/024910	4/28/2010
GAME TIME	3489779	8/19/2008
GC and Design	4215797	10/2/2012
H HIP HOP and Design	4266995	01/01/2013
JULES + JAMES	4210628	9/18/2012
MAKE A-FACE	4769332	7/7/2015
NITRO	4119335	3/27/2012
ORGANTICK	4056858	11/15/2011
QUICKTOUCH	77/967275	3/24/2010
TIME READY TECHNOLOGY	3815024	7/6/2010
TOUCH&GO	85/001891	3/30/2010
ULTIMATE	2018602	11/26/1996
ULTRATECH	2422222	1/16/2001

2. U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

3. FOREIGN TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Argentina	ADVANCE CLASSIC	2090769	6/6/2006
Argentina	ADVANCE LTD	2090771	6/6/2006
Argentina	EZ READ	2149525	3/28/2007
Australia	ADVANCE	A516,923	11/4/1991
Brazil	AVANTI	826810691	10/20/2009
Brazil	PANACHE	826838774	11/6/2007
Canada	ADRENALINE	788241	1/21/2011
Canada	ADVANCE	370,822	7/20/1990
Canada	ADVANCE TIME TECHNOLOGY	861238	9/25/2013
Canada	AVANTI	370267	7/6/1990
Canada	GC (Stylized)	855574	7/18/2013
Canada	JULES & JAMES		
Canada	MAKE A FACE		
Canada	NITRO	806779	11/14/2011
Canada	PANACHE	680331	1/25/2007
Canada	SLUMBERBUG	797362	5/12/2011
China	CONNECTEDEVICE	12186430	2/7/2015
Germany	AFFINITY	30458799	11/23/2004
Germany	SWERVE	30458798	11/23/2004
Germany	WHIZ KIDS	30458800	11/23/2004
Japan	CONNECTEDEVICE	5606589	8/9/2013
Mexico	2 COOL	865120	1/10/2005
Mexico	ADVANCE	331,079	4/14/1986
Mexico	ADVANCE LTD	865121	1/10/2005
Mexico	BNY	1103586	6/4/2009
Mexico	DURANGO	1168885	7/15/2010
Mexico	FOXY	1036045	4/21/2008
Mexico	GC (Stylized)	1051824	7/31/2008

4. FOREIGN TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>APP. No.</u>	<u>Date</u>
Brazil	2 COOL	826810713	8/13/2004

5. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Omnibus License Agreement Renewal, as amended by that certain First Amendment of the Omnibus License Agreement Renewal, dated as of November 17, 2015	1/1/2012	Geneva Watch Group, Inc. (as successor in interest to Advance Watch Group Ltd.), Kenneth Cole Productions (LIC), and Kenneth Cole Productions, Inc.
License Agreement, as amended by that certain First Amendment to License Agreement dated as of January 1, 2012, as further amended by that certain Second Amendment to License Agreement dated as of February 23, 2015	11/7/2007	Geneva Watch Group, Inc. (as successor in interest to Advance Watch Company Ltd. d/b/a Geneva Watch Group) and No Ordinary Designer Label Limited d/b/a Ted Baker
Commercial Street Contribution Agreement	12/19/2014	Advance Watch Company Ltd. d/b/a Geneva Watch Group and No Ordinary Designer Label Limited d/b/a Ted Baker
License Agreement, as amended by that certain Amendment to the Agreement dated as of January 21, 2016	08/10/2012	Advance Watch Company Ltd. d/b/a Geneva Watch Group and Christian Casey L.L.C
License Agreement	4/1/2015	Advance Watch Company Ltd. d/b/a Geneva Watch Group and NFL Properties LLC

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.		

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		