504365863 05/12/2017

PATENT ASSIGNMENT COVER SHEET

NEW ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

EPAS ID: PAT4412555

NATURE OF CONVEYANCE:		RELEASE OF PATENT SECURITY AGREEMENT		
CONVEYING PARTY	DATA			
		Name	Exec	ution Date
JEFFERIES FINANCE	LLC, AS COLL	ATERAL AGENT	05/12/	/2017
RECEIVING PARTY D	ΑΤΑ			
Name:	NIXON, INC			
Street Address:	701 SOUTH	COAST HIGHWAY 101		
City:	ENCINITAS			
State/Country:	CALIFORNI	A		
Postal Code:	92024			
	1			
PROPERTY NUMBER	S Total: 10			
Property Type	e	Number		
Patent Number:	9020	538		
Patent Number:	D719	9467		
Application Number:	1466	7362		
Application Number:	2952	4986		
Application Number:	2951	8626		
Application Number:	2951	8500		
Application Number:	2951	8499		
Application Number:	2951	8498	7	
Application Number:	2949	2543		
Application Number:	2949	2538		
CORRESPONDENCE	DATA			
Fax Number:	, ,	341-7701		
•		e-mail address first; if that is u hat is unsuccessful, it will be so		be sent
Phone:	•	951-8132		
Email:	linda	.salera@morganlewis.com		
Correspondent Name	: LIND	A A. SALERA		
Address Line 1:	ONE	FEDERAL STREET		
Address Line 2:	C/O I	MORGAN, LEWIS & BOCKIUS L	LP	
Address Line 4:	BOS	TON, MASSACHUSETTS 02110		
IAME OF SUBMITTER	2.	LINDA A. SALERA		

504365863

PATENT REEL: 042455 FRAME: 0995

SIGNATURE:	/Linda A. Salera/	
DATE SIGNED:	05/12/2017	
Total Attachments: 3 source=Nixon Release of Patent Security Agreement (37053-861) execution version#page1.tif		
source=Nixon_Release of Patent Security Agreement (37053-861) execution version#page1.tif source=Nixon_Release of Patent Security Agreement (37053-861) execution version#page3.tif		

RELEASE OF PATENT SECURITY AGREEMENT

This RELEASE OF PATENT SECURITY AGREEMENT ("<u>Release</u>"), effective as of May 12, 2017, given by **JEFFERIES FINANCE LLC**, as Collateral Agent ("<u>Agent</u>") to **NIXON, INC.**, a California corporation (the "<u>Pledgor</u>").

$\underline{W I T N E S S E T H}$

WHEREAS, pursuant to that certain Credit Agreement dated as of April 16, 2012 (as amended by that certain First Amendment, dated as of August 8, 2013, that certain Amendment No. 2 to the Credit Agreement, dated as of July 29, 2015, that certain Third Amendment to the Credit Agreement; First Amendment to Security Agreement, dated as of October 14, 2016, that certain Fourth Amendment to the Credit Agreement; Second Amendment to Security Agreement, dated as of November 10, 2016 and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) have agreed to make certain financial accommodations to the Borrower (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Pledgor executed that certain Security Agreement, dated as of April 16, 2012 (as amended by that certain Third Amendment to the Credit Agreement; First Amendment to Security Agreement, dated as of October 14, 2016, that certain Fourth Amendment to the Credit Agreement; Second Amendment to Security Agreement, dated as of November 10, 2016 and as further amended, supplemented or otherwise modified from time to time, the "Security Agreement") and granted to the Agent a continuing priority security interest in and to all Pledgor's right, title and interest in all the patents, patent registrations and patent applications and any renewals thereof including as set forth on Schedule A attached hereto (collectively, the "Patents") to secure the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of the Security Agreement, the Pledgor executed a Patent Security Agreement, dated November 3, 2015 (the "<u>Patent Security Agreement</u>"), which was duly recorded on November 17, 2015, at Reel 037053 Frame 0861 in the United States Patent and Trademark Office;

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Patents to the Pledgor and to dissolve those Liens (as defined in the Credit Agreement) and encumbrances created by the Patent Security Agreement and the Security Agreement in respect of the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby grants, assigns and conveys, without recourse or warranty, to the Pledgor all of its rights, title and interest in the Patents, and terminates, releases, discharges, quitclaims and relinquishes unto the Pledgor any and all security interests or liens it has against the Patents.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

JEFFERIES FINANCE LLC,

as Collateral Agent

By: ai Name: J/Paul McDonnell

Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY RELEASE]

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PATENT REEL: 042455 FRAME: 0998

SCHEDULE A

U.S. PATENTS

Issued U.S. Utility Patents:

OWNER	PATENT NUMBER	TITLE
Nixon, Inc.	9020538	ULTRA-TIDE WATCH

Issued U.S. Design Patents:

OWNER	PATENT NUMBER	TITLE
Nixon, Inc.	D719467	WRIST WATCH [Time Teller
		P]

U.S. Utility Patent Applications:

OWNER		TITLE
Nixon, Inc.	14/667362	ULTRA-TIDE WATCH
		(CON.)

U.S. Design Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Nixon, Inc.	29/524986	WATCH
Nixon, Inc.	29/518626	WATCH
Nixon, Inc.	29/518500	WATCH
Nixon, Inc.	29/518499	WATCH
Nixon, Inc.	29/518498	WATCH
Nixon, Inc.	29/492543	UNIQUE WATCH FACT
Nixon, Inc.	29/492538	UNIQUE SPEAKER DESIGN