

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4812271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JH GLOBAL HOLDINGS	01/30/2018
JOHN HARDY USA INC.	01/30/2018
JH GLOBAL IP LIMITED	01/30/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	452 FIFTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D582176
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<i>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.</i>	
<b>Phone:</b>	614-280-3566
<b>Email:</b>	james.murray@wolterskluwer.com
<b>Correspondent Name:</b>	JAMES MURRAY
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY, SUITE 125
<b>Address Line 2:</b>	CT CORPORATION
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	LESLIE KIRSNER
<b>SIGNATURE:</b>	/Leslie Kirsner/
<b>DATE SIGNED:</b>	02/06/2018
<b>Total Attachments: 7</b>	
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PATENT SECURITY AGREEMENT dated as of January 30, 2018 (this "Agreement"), among John Hardy USA Inc., a Delaware corporation (the "Borrower"), JH Global Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1823410 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola, British Virgin Islands ("JH Global"), the other Subsidiary Loan Parties from time to time party hereto and HSBC Bank USA, National Association ("HSBC"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of January 30, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, JH Global, the Lenders from time to time party thereto and HSBC, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of January 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among JH Investment Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1827318 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola, British Virgin Islands ("Holdings"), the Borrower, JH Global, the other Subsidiary Loan Parties from time to time party thereto and HSBC, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Borrower, JH Global and the Subsidiary Loan Parties party hereto (other than JH Global and the Borrower) are Affiliates of JH Global and the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) all exclusive Patent Licenses under which any Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JH GLOBAL HOLDINGS LIMITED

By: Robert Lee Hanson  
Name: Robert Lee Hanson  
Title: Director

JOHN HARDY USA INC., as the Borrower

By: Robert Lee Hanson  
Name: Robert Lee Hanson  
Title: President

JH GLOBAL IP LIMITED

By: Robert Lee Hanson  
Name: Robert Lee Hanson  
Title: Director

HSBC BANK USA, NATIONAL ASSOCIATION, as  
Administrative Agent

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JH GLOBAL HOLDINGS LIMITED

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


JOHN HARDY USA INC., as the Borrower

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

JH GLOBAL IP LIMITED



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

HSBC BANK USA, NATIONAL ASSOCIATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Sarah Siemons  
Title: Vice President

SCHEDULE 1

See attached.

Patent Design	Country	Class	Appl./Reg./Date	Status	Ownership
	PRC	11-1	Naga Chain Patent No.2008 3014 2959.4 Certificate No.:987666 Filing Date: 2 September 2008	Registered on 2 Sept. 2008 Next annuity: 10.10.2018 Term of Registration: 2 Sept. 2018	JH Global IP Ltd. 171 Main Street Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
	PRC	11-1	Naga Patent No.2008 3014 0783.9 Certificate No.: 964348 Filing Date: 3 July 2008	Registered on 3 Jul. 2008 Next annuity: 3.07.2018 Term of Registration: 3 Jul. 2018	JH Global IP Ltd. 171 Main Street Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
Jewelry Display	US		Patent No. D582,176 Patent Appl. No D/285,665 Filing Date: 4 Apr 2007	Issued: 11 Nov 2008	Inventors: Hardy; John (Bali, ID), Bedarida; Guy (Kuta-Bali, ID), Hatch; Cara (New York, NY) Assignee: John Hardy Limited (Central, HK)