

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4899601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MONT D'OR OF AMERICA, LLC	03/28/2018
RECEIVING PARTY DATA	
Name:	CIT NORTHBRIDGE CREDIT LLC
Street Address:	1 CIT DRIVE
Internal Address:	3RD FLOOR
City:	LIVINGSTON
State/Country:	NEW JERSEY
Postal Code:	07039
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D622901
Patent Number:	D365851
Patent Number:	7637736
Patent Number:	6632082
Patent Number:	6997700
Patent Number:	7500850
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Correspondent Name:	HOLLAND & KNIGHT LLP
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ATTORNEY DOCKET NUMBER:	155248.00005
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	04/04/2018

Total Attachments: 3

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ASSIGNMENT FOR SECURITY - PATENTS

THIS AGREEMENT FOR SECURITY – PATENTS (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, this “Assignment”), dated as of March 28, 2018, is entered into by and between MONT D’OR OF AMERICA, LLC, a New York limited liability company (the “Assignor”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company, as agent under the below-defined Loan Agreement (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, Assignor, has adopted, used and is using, and holds all right, title and interest in and to, the patents listed on the attached Schedule A, which patents are registered or applied for with the United States Patent and Trademark Office (the “Patents”);

WHEREAS, Assignor has entered into that certain Loan, Security and Guarantee Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of the date hereof, among Assignor, certain of Assignor’s Affiliates (as defined in the Loan Agreement), the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”) and Agent; and

WHEREAS, pursuant to the Loan Agreement, Assignor has assigned to the Agent and granted to the Agent for the benefit of each Lender and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in, among other assets, all right, title and interest of Assignor in, to and under the Patents, together with, among other things, the good-will of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Patent Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Agent, and grants to the Agent for the benefit of the Lenders, a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereinto duly authorized as of the date first written above.

MONT D'OR OF AMERICA, LLC

By: 
Name: Mozes Hoch
Title: President

Signature Page to Assignment For Security -- Patents

SCHEDULE A TO ASSIGNMENT FOR SECURITY
PATENTS

Patent	Registration/Application No.	Registration/ Application Date	Assignor
Cigar lighter	D622,901	08/31/2010	Mont D'or of America, LLC
Lighter	7,637,736	12/29/2009	Mont D'or of America, LLC
Lighter and method of use	6,632,082	10/14/2003	Mont D'or of America, LLC
Lighter and method of use	6,997,700	02/14/2006	Mont D'or of America, LLC
Lighter with accessory	7,500,850	03/10/2009	Mont D'or of America, LLC
Writing instrument clip	D365,851	01/02/1996	Mont D'or of America, LLC