

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5493291

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MONT D'OR OF AMERICA, LLC	03/22/2019
RECEIVING PARTY DATA		
Name:	UNITED TIME GROUP, LLC	
Street Address:	C/O STEVE L. WASERSTEIN, WNF LAW	
Internal Address:	1111 BRICKELL AVENUE, SUITE 2200	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33131	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	D605350	
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>		
Email:	stokesb@gtlaw.com	
Correspondent Name:	BETHANY STOKES	
Address Line 1:	GREENBERG TRAURIG, LLP	
Address Line 2:	ONE INTERNATIONAL PLACE, SUITE 2000	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	184436-010100	
NAME OF SUBMITTER:	BETHANY A. STOKES	
SIGNATURE:	/Bethany A. Stokes/	

DATE SIGNED:	04/25/2019
Total Attachments: 2 source=Untitled_redacted#page1.tif source=Untitled_redacted#page2.tif	

SECURED PARTY BILL OF SALE

For and in consideration of a credit bid of [REDACTED] and other good and valuable consideration paid by United Time Group, LLC (the "Secured Party"), as Agent and Lender under that certain Loan, Security, and Guarantee Agreement dated as of March 28, 2018, among Alliance Time Holdings, LLC, Mont D'Or of America, LLC and Luxi Group, LLC (collectively, the "Obligors"), the receipt and sufficiency of which is hereby acknowledged, Secured Party has acquired all of the right, title and interest in and to the assets of the Obligors listed on Exhibit A attached hereto upon which the Secured Party holds a first priority lien and security interest as Agent under the Loan Agreement (collectively, the "Sale Assets") pursuant to Sections 9-610 of Article 9 of the New York Uniform Commercial Code.

IN WITNESS WHEREOF, Secured Party has executed this Bill of Sale at 1:05 p.m. Eastern Time this 22nd day of March, 2019.

UNITED TIME GROUP, LLC

By: 

Name: Izac Ben-Shmuel

Title: Manager

EXHIBIT A

Sale Assets¹

- (a) all Accounts;
- (b) all Chattel Paper, including electronic chattel paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including Intellectual Property;
- (g) all Goods, including without limitation, Inventory, Equipment and fixtures;
- (h) all Instruments;
- (i) all Investment Property, including, without limitation, all Equity Interests in each Subsidiary of the Obligors (including, without limitation, all Excluded Subsidiaries)²;
- (j) all Letter-of-Credit Rights;
- (k) all Supporting Obligations;
- (l) all cash, Cash Equivalent and monies, whether or not in the possession of under the control of Agent, a Lender, or a bailee or Affiliate or a Lender, including without limitation, any Cash Collateral;
- (m) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including without limitation, proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Collateral; and
- (n) all books and records (including without limitation, customer lists, blueprints, technical specifications, manuals, files, correspondence, tapes, computer programs, print-outs, computer records, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to the Collateral or are otherwise necessary or helpful in the collection of realization thereupon)

¹ Capitalized terms shall have the meanings ascribed to them in the Loan Agreement.

² With respect to the pledge of Equity Interests in any Excluded Foreign Subsidiary directly held by the Obligor, the Collateral includes: (a) only 65% of the voting Equity Interests of such directly held Excluded Foreign Subsidiary; and (b) 100% of the nonvoting Equity Interests of such directly held Excluded Foreign Subsidiary.