

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nextten Stauer, LLC		06/08/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	800 W. Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	85540966	STAUER OPTICS	
Serial Number:	85540951	STAUER OPTICS	
Registration Number:	4627853	STAUER	
Registration Number:	3659424	DEBRUGES	
Registration Number:	3706981	STAUER	
Registration Number:	3017385	GRAVES	
Registration Number:	3778516	SCIENZA	
Registration Number:	3112690	STAUER	
Registration Number:	3819375	GEORGE W. CHATTERTON	
Registration Number:	3850541	STAUER	
Registration Number:	3850542	STAUER	
Registration Number:	3850543	STAUER	
Registration Number:	3854243	STAUER	
Registration Number:	3854244	STAUER	
Registration Number:	3931410	STAUER	
Registration Number:	3320232	STAUER	
Registration Number:	3363278	STAUER	
Registration Number:	3455261	DIAMONDAURA	
Registration Number:	4180432	BERZELIAN	
TRADEMARK			

OP \$890.00 85540966

Property Type	Number	Word Mark
Registration Number:	4180433	DE DUILLIER
Registration Number:	4242876	FLYBOY OPTICS
Registration Number:	4240866	STAUER
Registration Number:	4264703	DASHTRONIC
Registration Number:	4289672	COTSWOLD
Registration Number:	4364465	STAUER
Registration Number:	4364466	STAUER
Registration Number:	4364468	STAUER
Registration Number:	4370194	BERTUZZI
Registration Number:	4368655	FLYBOY 1916
Registration Number:	4418987	FLYBOY
Registration Number:	4429463	BERTUZZI 1819
Registration Number:	4487758	MITSUKO ORGANIC CULTURED PEARLS
Registration Number:	4511535	WILLIAM WEBSTER 1768
Registration Number:	4530148	HOUSE OF BRUGES
Registration Number:	4609497	STAUER

CORRESPONDENCE DATA

Fax Number: 3128324700

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: 312-832-4552

Email: delder@foley.com,jolsen@foley.com

Correspondent Name: Diane G. Elder

Address Line 1: 321 North Clark Street, Suite 2800

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 095740-0118

NAME OF SUBMITTER: Daine G. Elder

SIGNATURE: /Diane Grace Elder;/dge;/61590/

DATE SIGNED: 10/15/2015

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, NEXTTEN STAUER, LLC, a Minnesota limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 8, 2015, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

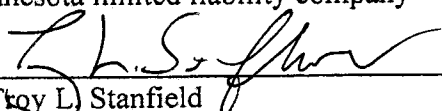
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

NEXTTEN STAUER, LLC,
a Minnesota limited liability company

By: 
Troy L. Stanfield
Chairman

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____
Cindy S. Jamroziak
Senior Vice President

Schedule A - Trademarks

Mark	Territory	Serial No.	Filing Date	Reg. No.	Reg. Date
STAUER OPTICS	US	85540966	2/13/2012		
STAUER OPTICS (stylized)	US	85540951	2/13/2012		
STAUER (Blacksmith Design)	China	12538975	5/7/2013		
STAUER (stylized)	China	12538976	5/7/2013		
STAUER	Indonesia	D00.2012.040015	8/15/2012		
STAUER	US	86200243	2/21/2014	4627853	10/28/14
STAUER	Thailand	838945	3/9/2012	Kor384529	3/9/2012
DEBRUGES	US	78818161	2/17/2006	3659424	7/21/2009
STAUER	US	78665781	7/7/2005	3706981	11/3/2009
GRAVES	US	78377253	3/2/2004	3017385	11/22/2005
SCIENZA	US	77232887	7/18/2007	3778516	4/20/2010
STAUER	US	78377258	3/2/2004	3112690	7/4/2006
GEORGE W. CHATTERTON	US	77697884	3/24/2009	3819375	7/13/2010
STAUER	US	77465367	5/5/2008	3850541	9/21/2010
STAUER	US	77465372	5/5/2008	3850542	9/21/2010
STAUER	US	77465374	5/5/2008	3850543	9/21/2010
STAUER	US	77465375	5/5/2008	3854243	9/28/2010
STAUER	US	77465380	5/5/2008	3854244	9/28/2010
STAUER	US	77465384	5/5/2008	3931410	3/15/2011
STAUER	US	78665782	7/7/2005	3320232	10/23/2007
STAUER	US	78665785	7/7/2005	3363278	1/1/2008
STAUER	China	4427277	12/21/2004	4427277	3/28/2008
DIAMONDAURA	EU	6996011	6/17/2008	006996011	4/7/2009
STAUER	EU	6996061	6/17/2008	6996061	5/13/2009
DIAMONDAURA	US	78602017	4/5/2005	3455261	6/24/2008
DIAMONDAURA	Australia	1249611	7/1/2008	1249611	2/9/2009
STAUER	Australia	1249625	7/1/2008	1249625	2/9/2009
BERZELIAN	US	85295647	4/14/2011	4180432	7/24/2012
DE DUILLIER	US	85295653	4/14/2011	4180433	7/24/2012
FLYBOY OPTICS	US	85328341	5/24/2011	4242876	11/13/2012
STAUER	US	85518790	1/18/2012	4240866	11/13/2012
DASHTRONIC	US	85655769	6/19/2012	4264703	12/25/2012
COTSWOLD	US	85328309	5/24/2011	4289672	2/12/2013
STAUER	Australia	1294701	4/15/2009	1294701	4/15/2009
DIAMONDAURA	New Zealand	805183	4/17/2009	805183	2/11/2010
STAUER	New Zealand	805182	4/17/2009	805182	10/22/2009
STAUER (stylized)	US	85779637	11/14/2012	4364465	7/9/2013
STAUER (stylized)	US	85779642	11/14/2012	4364466	7/9/2013
STAUER (Blacksmith Design)	US	85779655	11/14/2012	4364468	7/9/2013
BERTUZZI	US	85579878	3/26/2012	4370194	7/16/2013
FLYBOY 1916	US	85834944	1/29/2013	4368655	7/16/2013
FLYBOY	US	85328267	5/24/2011	4418987	10/15/2013

BERTUZZI 1819	US	85579905	3/26/2012	4429463	11/5/2013
MITSUKO ORGANIC CULTURED PEARLS Design	US	85967665	6/24/2013	4487758	2/25/2014
WILLIAM WEBSTER 1768	US	85687282	7/26/2012	4511535	4/8/2014
HOUSE OF BRUGES	US	85613237	5/1/2012	4530148	5/13/2014
STAUER	US	86200240	2/21/2014	4609497	9/23/2014
DIAMONDAURA	China	14212988	3/20/2014		

Schedule B – Patents

Registration Number	Date of Registration	Title	Jurisdiction	Status
D669,797	10/30/2012	Wrist Watch Design Patent	U.S.	Registered.