

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timex Group USA, Inc.		11/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5342740	ALLIED	
Registration Number:	5776692	AMERICAN DOCUMENTS	
Registration Number:	5916645	COMMAND URBAN	
Registration Number:	5899129	ICONNECT	
Registration Number:	5206392	IQ+	
Registration Number:	5632984	MK1	
Registration Number:	5607560	SPECIALISTS IN THE ART OF TIMEKEEPING	
Registration Number:	5576756	SUPERNOVA	
Registration Number:	5546549	TIMEX COMMAND	
Registration Number:	5765217	VARIETY	
Registration Number:	5597492	TORRINGTON	
Registration Number:	5547353	V P	
Registration Number:	5547322	VIEWPOINT	
Registration Number:	5388428	TRIBUTE	
Registration Number:	5224494	TIMEX IQ+	
Registration Number:	5770442	TIMEX	
Registration Number:	6175795	WE DON'T STOP	

OP \$440.00 5342740

CORRESPONDENCE DATA**Fax Number:**

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: 617-248-5000**Email:** tmadmin@choate.com**Correspondent Name:** Daniel L. Scales**Address Line 1:** Two International Place**Address Line 2:** Choate Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011745-0004
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	11/20/2020

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Supplemental Trademark Security Agreement") dated November 18, 2020, is made by the Person or Persons listed on the signature pages hereof (collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the "Administrative Agent").

Reference is made to the Credit Agreement, dated as of June 14, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by, among others, Timex Group USA, Inc., a Delaware corporation, the other Borrowers party thereto from time to time, the Loan Guarantors party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders' extension of such credit, each Grantor has executed and delivered that certain Pledge and Security Agreement dated June 14, 2016, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and Grantors and Administrative Agent also entered into that certain Trademark Security Agreement dated June 14, 2016, which was recorded with the United States Patent and Trademark Office ("USPTO") at Reel/Frame 5851/0588 and the Canadian Intellectual Property Office ("CIPO") at File No. 110268.

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Supplemental Trademark Security Agreement for recording with the USPTO, CIPO, state or provincial trademark offices and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Supplemental Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or foreign office record this Supplemental Trademark Security Agreement.

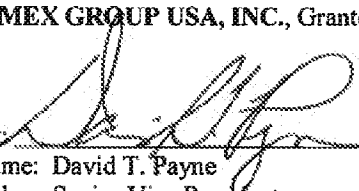
SECTION 5. Execution in Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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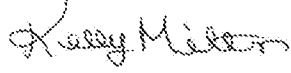
IN WITNESS WHEREOF, the undersigned have executed this Supplemental Trademark Security Agreement as of the date first above written.

TIMEX GROUP USA, INC., Grantor

By: 
Name: David T. Payne
Title: Senior Vice President

[Signature Page to Supplemental Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and Grantee

By:  _____
Name: Kelly Milton
Title: Executive Director

SCHEDULE A

US Trademarks

<u>TRADEMARK</u>	<u>STATUS</u>	<u>REG./APP. NO.</u>	<u>REG./APP. DATE</u>
ALLIED	Registered	5342740	21-Nov-2017
AMERICAN DOCUMENTS	Registered	5776692	11-Jun-2019
COMMAND URBAN	Registered	5916645	11-Nov-2019
ICONNECT	Registered	5899129	29-Oct-2019
IQ+	Registered	5206392	16-May-2017
MK1	Registered	5632984	18-Dec-2018
SPECIALISTS IN THE ART OF TIMEKEEPING	Registered	5607560	13-Nov-2018
SUPERNOVA	Registered	5576756	02-Oct-2018
TIMEX COMMAND	Registered	5546549	21-Aug-2018
VARIETY	Registered	5765217	28-May-2019
TORRINGTON	Registered	5597492	30-Oct-2018
VP (Stylized)	Registered	5547353	21-Aug-2018
VIEWPOINT	Registered	5547322	21-Aug-2018
TRIBUTE	Registered	5388428	23-Jan-2018
TIMEX IQ+	Registered	5224494	13-Jun-2017
TIMEX IN US MAP LOGO	Registered	5770442	04-Jun-2019
WE DON'T STOP	Registered	6175795	13-Oct-2020

Canadian Trademarks

<u>TRADEMARK</u>	<u>STATUS</u>	<u>REG./APP. NO.</u>	<u>REG./APP. DATE</u>
AMERICAN DOCUMENTS	Registered	1072688	13-Feb-2020
IQ+	Registered	1006719	20-Oct-2018
V P Logo	Registered	1067936	03-Jan-2020
VARIETY	Registered	1077646	28-Apr-2020
VIEWPOINT	Pending	1890936	29-Mar-2018