### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Display Industries, LLC		106/25/2012 1	LIMITED LIABILITY COMPANY: GEORGIA

### **RECEIVING PARTY DATA**

Name:	FCC, LLC
Doing Business As:	FIRST CAPITAL
Street Address:	3350 Riverwood Parkway
Internal Address:	Suite 1750
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

### PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85207265	FLEXTRACKER
Serial Number:	85538335	VERSA TRACKER
Serial Number:	85142661	MONARCH
Serial Number:	76645155	DISPLAY INDUSTRIES
Serial Number:	76345573	ACCU-TRACK
Serial Number:	76090564	ULTRA TRACKER
Serial Number:	76675929	EZ-ONE
Serial Number:	76663468	THREEWAY
Serial Number:	76663467	VARITRACKER
Serial Number:	76593455	TAILGATE COOLER
Serial Number:	76590236	SAHARABREEZE
Serial Number:	76588480	MOLDING OUR FUTURE
		TRADEMARK

REEL: 004811 FRAME: 0822

# H J

Serial Number:	76553663	ARTICBREEZE
Serial Number:	76491932	WAVETRACKER
Serial Number:	76453691	CREATIVE DISPLAYS. POWERFUL RESULTS.
Serial Number:	76099797	DI
Serial Number:	75793748	NEKLOCK
Serial Number:	75074717	MAX TRACKER
Serial Number:	75050480	NEK TRACKER
Serial Number:	74113521	SPOTLIGHTER
Serial Number:	73275044	HIDE-A-SHELF
Serial Number:	73424123	SPACE GAINER
Serial Number:	73320982	PLASTRAK

#### **CORRESPONDENCE DATA**

**Fax Number**: 6785532693

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 678-553-2692
Email: gurveys@gtlaw.com

Correspondent Name: Greenberg Traurig c/o Sheryl Gurvey

Address Line 1: 3333 Piedmont Road

Address Line 2: Suite 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	069528.021600
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	06/29/2012

### Total Attachments: 13

source=Patent and Trademark Security Agreement (Display)#page1.tif source=Patent and Trademark Security Agreement (Display)#page2.tif source=Patent and Trademark Security Agreement (Display)#page3.tif source=Patent and Trademark Security Agreement (Display)#page4.tif source=Patent and Trademark Security Agreement (Display)#page5.tif source=Patent and Trademark Security Agreement (Display)#page6.tif source=Patent and Trademark Security Agreement (Display)#page7.tif source=Patent and Trademark Security Agreement (Display)#page8.tif source=Patent and Trademark Security Agreement (Display)#page9.tif source=Patent and Trademark Security Agreement (Display)#page10.tif source=Patent and Trademark Security Agreement (Display)#page11.tif source=Patent and Trademark Security Agreement (Display)#page12.tif source=Patent and Trademark Security Agreement (Display)#page13.tif

### PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of June 25, 2012, is made by and between **DISPLAY INDUSTRIES**, **LLC**, a Georgia limited liability company ("Borrower"), and **FCC**, **LLC**, d/b/a First Capital, a Florida limited liability company (together with its successors and assigns, "Lender").

### Recitals

Borrower and Lender are parties to a Loan and Security Agreement of even date herewith as amended, restated or otherwise modified from time to time (the "Loan Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, Borrower and Lender hereby agree as follows:

1. <u>Definitions</u>. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, whether presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all whether presently existing or hereafter arising or acquired, including without limitation the marks listed on **Exhibit B**.

2. <u>Security Interest</u>. In order to secure the Obligations, and without limiting the generality of the Loan Agreement, Borrower hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents and in the Trademarks. This Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or

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perform any other action with respect to any intent to use any trademark application, unless such action is permitted under 15 U.S.C. § 1060.

- 3. <u>Representations, Warranties and Agreements</u>. Borrower represents, warrants and agrees as follows:
  - (a) Patents. Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.
  - (b) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.
  - (c) **Title.** Borrower has absolute title to each Patent and each Trademark claimed to be owned by Borrower, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark claimed to be owned by Borrower free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
  - (d) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of any Patent or Trademark, or any interest therein, without Lender's prior written consent.
  - (e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
  - (f) Maintenance. Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not

limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is material to Borrower's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

- (g) Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (h) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.
- (i) Power of Attorney. To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as Borrower's attorney-in-fact with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Agreement or necessary for Lender, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

- 4. <u>Borrower's Use of the Patents and Trademarks</u>. Prior to the occurrence of a Default, Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.
- 5. <u>Defaults</u>. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "<u>Default</u>"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. While a Default exists, Lender may, at its option, take any or all of the following actions:
  - (a) Lender may exercise any or all remedies available under the Loan Agreement.
  - (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.
- Miscellaneous. This Agreement can be waived, modified, amended, terminated or 7. discharged, and the security interest granted hereby can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law

provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed as of the date first above written.

# DISPLAY INDUSTRIES, LLC By: FCC, LLC, d/b/a FIRST CAPITAL By: Ralph J. Infante, Senior Vice President STATE OF Georgia The foregoing instrument was acknowledged before me this 20 day of two, 2012, by Mark Higgins, President of DISPLAY INDUSTRIES, LLC, a Georgia limited liability company, on behalf of such company. STATE OF GEORGIA COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Ralph J. Infante, Senior Vice President of FCC, LLC, d/b/a First Capital, a Florida limited liability company, on behalf of such limited liability company.

**Notary Public** 

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed as of the date first above written.

### DISPLAY INDUSTRIES, LLC

	Ву:	Mark Higgins, President
	FCC,	LLC, d/b/a FIRST CAPITAL
•	Ву:	Ralph J. Infante Senior Vice President
STATE OF)		
) COUNTY OF)		
		e me this day of, 2012, by Mark LLC, a Georgia limited liability company, on
		Notary Public
STATE OF GEORGIA )		
COUNTY OF COBB )		
	LLC, d	e me this day of Juce, 2012, by Ralph /b/a First Capital, a Florida limited liability by.
MANUAL HELLA	<u>) (c</u>	ki S. Helly Notary Public

PATENT AND TRADEMARK SECURITY AGREEMENT

VICKI L HELLER
NOTARY PUBLIC
Dawson County
State of Georgia
My Comm. Expires January 19, 2016

# EXHIBIT A

# UNITED STATES ISSUED PATENTS

PATENT NAME	PATENT NO.	PUBLICATION DATE
Bottle display and dispenser device and method	8028855	10/4/2011
Bottle display and dispenser device and method	7918365	4/5/2011
Newspaper display rack	D626,762	11/9/2010
Cooler door shelf device	<b>7584</b> 862	9/8/2009
Cooler door shelf device	7556159	7/7/2009
Shelf for maximizing cold vault use	7448504	11/11/2008
Cooler door shelf device with flexible display	7306106	12/11/2007
Display device for a cooler door	7293381	11/13/2007
Cooler with individual container pockets	7269970	9/18/2007
Cooler door shelf device with stick-on product panels	7191905	3/20/2007
Counter top cooler with individual container pockets	7121112	10/17/2006
Display track device with anti-torsion bar	71 <del>044</del> 10	9/12/2006
Flexible front merchandising display device	7086541	8/8/2006
Vented cooler door shelf device	7080744	7/25/2006
Neck-hanging cooler door shelf device	7066340	6/27/2006
Stacking cooler	70 <del>444</del> 83	5/18/2006
Article holder for a barrel cooler	70 <del>444</del> 24	5/16/2006
Bottle carrier with handle and pull tab	6978888	12/27/2005
Cold box lid	6938791	9/6/2005
Pie pusher merchandising display device	6830157	12/14/2004
Merchandising display track device	6779670	8/24/2004
Label orienting merchandising display device and bottle	6766911	7/27/2004
Ventilated tray for refrigerator beverage packages	6745905	6/8/2004
Display track device with front panels and top stop members	6722509	4/20/2004
Display track device with anti-torsion front cylinder	6702127	3/9/2004
Merchandising display track device	6695152	2/24/2004
Front piece for a merchandising display track device	6679389	1/20/2004
Display shelf track device having attaching device	6672464	1/6/2004
Pedestal cooler with coaster base	6629431	10/7/2003
Merchandising display track device	6615995	9/9/2003
Merchandising display track device with bottle ramp	6604638	8/12/2003
Display shelf having an anti-rotation member	6585120	7/1/2003
Display shelf having anti-rotation railings	6554143	4/29/2003
Pusher mechanism for a merchandising display shelf	6523703	2/25/2003
Inclined merchandising display track device	6523702	2/25/2003
Bottle display device with stackable modules	6505747	1/14/2003
Display shelf insert having anti-rotation means	6439402	8/27/2002
Beverage display tray	6435359	8/20/2002
Display shelf having anti-rotation means	6398044	6/4/2002
Bottle neck-hanging display device adaptable for different neck	6360901	3/26/2002

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PATENT NAME sizes	PATENT NO.	PUBLICATION DATE
Merchandising display track device of multiple-piece construction	6325221	12/4/2001
Label orienting display rack	6237784	5/29/2001
Beverage display rack with head locking keyway	6234326	5/22/2001
Beverage display rack with head locking keyway	6234325	5/22/2001
Beverage display rack with head locking keyway	6209733	4/3/2001
Gravity feed bottle dispensing track device having front stopper	6209731	4/3/2001
Beverage display rack with head locking keyway	6173845	1/16/2001
Merchandising display cabinet	6102496	8/15/2000
Merchandising display track device having attached front wall	6082556	7/4/2000
Front panel for a display rack	6068142	5/30/2000
Bottle neck-hanging merchandising device having integral	0000172	3/30/2000
spacers Bottle neck-supporting merchandising track device having	6059125	5/9/2000
reinforcing end flange	5957327	9/28/1999
Stackable shipping case having gravity feed tracks	6186345	2/13/2001
Merchandising Display Stand	4332204	6/1/1982
Means for Attaching a Panel to an Upright	4334374	6/15/1982
Shelving System	4351244	9/28/1982
Temporary Display Stand for Merchandising	4351246	9/28/1982
Forward Feed Merchandising Device for Soft Drink Bottles	4367818	1/11/1983
Resilient Hinge Assembly for a Display Structure	4369715	1/25/1983
Pitch Adapter Unit for Display Devices	4401223	8/30/1983
Forward Feed Merchandising Device for Soft Drink Bottles	4423816	1/3/1984
Article Dispenser	4423818	1/3/1984
Gravity Feed Display Unit	4454948	6/19/1984
Low Friction Plastic Track and Extrusion Process	4470943	9/11/1984
Gravity-Feed Shelf and Components Therefor	4496037	1/29/1985
Merchandise Support	4506790	3/26/1985
Base Element Connection for Sheet Metal Furniture	4518279	5/21/1985
System of Shelving	4535704	8/20/1985
Composite Plastic Track and Method of Making	4565725	1/21/1986
Shelf Element and Support Therefor	4574709	3/11/1986
Extendible Shelf	4589349	5/20/1986
Gravity Feed Display Device	4593823	<b>6/10/198</b> 6
Display Unit	4633788	1/6/1987
Gravity Feed Shelf for Store Gondolas	4706820	11/17/1987
Shelving Unit	4716841	1/5/1988
Gravity Feed Shelf	4756430	7/12/1988
Display Stand Convertible to Gravity Feed	4886171	12/12/1989
Adjustible Space Saving Device	4899893	2/13/1990
Load Transport Dolly	4925357	5/15/1990
Display Cooler	4946032	8/7/1990
Article Organizer Display Unit	4953719	9/4/1990

PATENT NAME	PATENT NO.	PUBLICATION DATE
Composite Organizer and Gravity Feed Shelf	4958739	9/25/1990
Gravity Feed Gondola Base	4960210	10/2/1990
Composite Organizer Shelf	4997094	3/5/1991
Product Display Enclosure	5016527	5/21/1991
Adjustible Display Stand	5016545	5/21/1991
Article Display Device	5016759	5/21/1991
Transportable Display Module	5016761	5/21/1991
Gravity Feed Shelf	5022535	6/11/1991
Merchandising Gondola with Convertible Base	5022541	6/11/1991
Composite Organizer	5024336	6/18/1991
Article Display Case	5039002	8/13/1991
Display Stand Having Stair-Like Multiple Box Structure	5161699	11/10/1992
Merchandising Display for Point of Purchase Cooled Items	5169020	12/8/1992
Snack Display	5190211	3/2/1993
Knockdown Display Stand	5238128	8/24/1993
Beverage Aisle Unit	5313891	5/24/1994
Device for Stabilizing Containers in a Gravity Feed Tray	5531336	7/2/1996
Pusher Unit for Dispensing Merchandise Gravity Feed Bottle Dispensing Device Having a Track-Blocking	5562217	10/8/1996
Gate Mechanism	558 <b>668</b> 7	12/24/1996
Barrel-Type Refrigerator and Drain Pan Display Device Having Article Guid Means for Encouraging	5590541	1/7/1997
Stock Rotation Merchandising Display Device Having Inflatable Decorative	5595310	1/21/1997
Covering	5622261	4/22/1997
Pusher Device for Dispensing Articles	5634564	6/3/1997
Arrangement for Interconnecting Two Objects Gravity Feed Bottle Dispensing Device Having a Track-Blocking	5685664	11/11/1997
Ratchet Wheel	5706958	1/13/1998
Gravity Feed Bottle Dispensing Device and Method of Dispensing Bottles	5706978	1/13/1998
Merchandising Track Device Having Billboard Clip	5718341	2/17/1998
Display Shelf and Method of Making the Same	5755341	5/26/1998
Support Assembly for Display Shelf	5779068	7/14/1998
Display Shelf Device Having a Rigid Structure	5785189	7/28/1998
Article-Dispensing System Having an Attraction Device	5788091	8/4/1998
Shelf-Mounting Assembly	5806417	9/15/1998
Wire Rack for Flanged Articles	5865326	2/2/1999
Modular Bottle-Dispensing Device and Method of Dispensing Bottles	5875919	3/2/1999
Merchandising Track Device Having Front Mask	5878894	3/9/1999
Merchandising Display	D290795	7/14/1987
Merchandising Display Unit	D293865	1/26/1988
Merchandising Display Unit	D294090	2/9/1988
Merchandising Indicator	D295195	4/12/1988
Cooler and a Housing Therefor A Combined Header and Sign Support Housing For a Display	D317844	7/2/1991
Stand	D319849	9/10/1991

PATENT NAME Combined Header and Sign Support Housing For a Display	PATENT NO.	PUBLICATION DATE
Stand	D327097	6/16/1992
Merchandising Display	D333748	3/9/1993
Merchandising Display Unit	D336803	6/29/1993
Display Cooler	D343327	1/18/1994
Mobile Shelf Display Unit Refrigerator and Merchandise Rack Support Structure for Check Out Aisles	D344419 D349203	2/22/1994 8/2/1994
Display Cooler	D354639	1/24/1995
Display Cooler	D354641	1/24/1995
Display Cooler	D354642	1/24/1995
Merchandising Cooler	D354885	1/31/1995
Display Cooler	D355995	3/7/1995
Refrigerator and Merchandise Rack Support Structure for Check Out Aisles	D357026	4/4/1995
Merchandising Display Cooler	D364760	12/5/1995
Lid of Merchandising Display cooler	D364880	12/5/1995
Merchandising Display Cooler	D367975	3/19/1996
Display Device for Placement on a Refrigerator	D383933	9/23/1997
Covering for Merchandising Display	D384855	10/14/1997
Coverage Device fo a Merchandising Display	D389363	1/20/1998
Upright Support for Shelves or the Like	D391101	2/24/19 <del>9</del> 8
Upright Support for Shelves or the Like	D391102	2/24/1998
Upright Support for Shelves or the Like	D391103	2/24/1998
Display Cooler	D395179	6/16/1998
Element of a Merchandising Device	D399377	10/13/1998
Merchandising Display Channel Front	D401437	11/24/1998
Merchandising Display Channel Front	D402490	12/15/1998
Merchandising Display Channel Front	D405632	2/16/1999
Gravity Feed Display Device	RE33515	1/8/1991
Electronic Parts	5709958	1/20/1998
Disposable Razor	D295795	5/17/1988
	6564860	5/20/2003
	6380799	4/30/2002

# UNITED STATES PATENT APPLICATIONS

PATENT NAME	PATENT NO.	APPLICATION NO.	APPLICATION DATE
Cooler Door Shelf Device	NONE	10990815	11/17/2004
Stacking Modular Display	NONE	11098139	4/4/2005
Shelf Device For Rolling Unlike Bottles	NONE	11474827	6/26/2006
Cooler With Automatic Product Height Adjustment Mechanism	NONE	12218864	7/18/2008
Shelf Device For Having Variable Width Cradle	NONE	12 <del>4</del> 55919	6/9/2009
	NONE	10735351	12/12/2003
·	NONE	10929975	8/30/2004
	NONE	10944295	9/16/2004
	NONE	11235446	9/26/2005
	NONE	11452578	6/14/2006
	NONE	11480725	7/3/2006

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### EXHIBIT B

# UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

### **REGISTRATIONS**

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TRADEMARK NAME	REG. NO.	SERIAL NO.	APPLICATION DATE	REG. DATE
FLEXTRACKER		85207265	12/29/2010	
VERSATRACKER		85538335	2/9/2012	
MONARCH	3970064	85142661		5/31/2011
DISPLAY INDUSTRIES	3131330	76645155		8/15/2005
ACCU-TRACK	2607592	76345573		8/13/2002
ULTRA TRACKER	2519648	76090564		12/18/2001
EZ-ONE	3364163	76675929		1/8/2008
THREEWAY	3243399	76663468		5/22/2007
VARITRACKER	3243398	76663467		5/22/2007
TAILGATE COOLER	2980160	76593455		7/26/2005
SAHARABREEZE	3000050	76590236		9/27/2005
MOLDING OUR FUTURE	2943550	76588480		4/26/2005
ARTICBREEZE	2917004	76553663		1/11/2005
WAVETRACKER	2802137	76491932		1/6/2004
CREATIVE DISPLAYS. POWERFUL RESULTS.	2746865	76453691		8/5/2003
DI	2473649	76099797		7/31/2001
NEKLOCK	2364628	75793748		7/4/2000
MAX TRACKER	2041903	75074717		3/4/1997
NEK TRACKER	2028805	75050480	•	1/7/1997
SPOTLIGHTER	1666759	74113521		12/3/1991
HIDE-A-SHELF	1186791	73275044		1/19/1982
SPACE GAINER	1281604	73424123		6/12/1984
PLASTRAK	1226672	73320982		2/8/1983

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