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## Electronic Trademark Assignment System

## Confirmation Receipt

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## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heys USA Direct, LLC		09/21/2012	LIMITED LIABILITY COMPANY: FLORIDA
Heys USA Global, LLC		09/21/2012	LIMITED LIABILITY COMPANY: FLORIDA
Heys USA Online, LLC		09/21/2012	LIMITED LIABILITY COMPANY: FLORIDA
Heys (USA), Inc.		09/21/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BankUnited, N.A.		
<b>Street Address:</b>	7765 NW 148th Street		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33016		
<b>Entity Type:</b>	CORPORATION: USA		
<b>PROPERTY NUMBERS Total: 4</b>			

TRADEMARK

REEL: 004952 FRAME: 0889

Property Type	Number	Word Mark
Registration Number:	3643923	XCASE
Registration Number:	3640758	EPAC
Registration Number:	3236687	HEYS
Registration Number:	3222258	HEYS

## CORRESPONDENCE DATA

Fax Number:

Email: BOSIPMAIL@glaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Bethany A. Stokes

Address Line 1: c/o Greenberg Traurig, LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 022386-011300

NAME OF SUBMITTER: Bethany A. Stokes

Signature: /Bethany A. Stokes/

Date: 10/30/2012

## Total Attachments: 7

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## RECEIPT INFORMATION

ETAS ID: TM249823

Receipt Date: 10/30/2012

Fee Amount: \$115

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REEL: 004952 FRAME: 0890

## PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of the 21<sup>st</sup> day of September, 2012 by (1) Heys USA Direct, LLC, (2) Heys USA Global, LLC and (3) Heys USA Online, LLC, each a Florida limited liability company and (4) Heys (USA), Inc., a Delaware corporation (collectively, the "Grantor"), in favor of BankUnited, N.A., a national banking association (the "Secured Party").

### WHEREAS:

A. Reference is made to that certain Blanket Security Agreement, dated as of June 2, 2011, as amended by the First Amendment to the Blanket Security Agreement, dated July 29, 2011, and by the Second Amendment to Blanket Security Agreement dated March 23, 2012 (as now or hereafter further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and between the Grantor and the Secured Party securing the Obligations (as defined therein) with respect to a certain working capital loan in the amount of \$20,000,000.00 (the "Working Capital Loan").

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in certain Collateral (as defined in the Security Agreement), including all trade secrets, customer lists, trade names, trademarks, trademark applications, trade secrets, know-how, product designs and claims, patents, patent applications, royalty rights, the goodwill associated with the foregoing, and goodwill generally to secure the payment of the Obligations (as defined in the Security Agreement).

C. Grantor desires to enter into this Agreement to more specifically grant to Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patent Collateral and Trademark Collateral as more particularly set forth herein.

D. Grantor further desires to execute and deliver this Agreement to Secured Party pursuant to the terms of that certain Forbearance and Third Amendment to Working Capital Loan Agreement and Modification of Other Loan Documents dated of even date herewith among Grantor, Lender, and certain of Grantor's affiliates and made in connection with the Working Capital Loan (the "Forbearance Agreement").

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to Secured Party, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign patent and patent application, including, without limitation, each patent and patent application referred to in Schedule I annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each patent license, including, without limitation, each patent license listed on Schedule I annexed hereto;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral");

4. each United States and foreign trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 2 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the Forbearance Agreement and the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and other Loan Documents (as defined in the Forbearance Agreement), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within Broward County, Florida (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Pages Follow]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth below.

HEYS USA DIRECT, LLC

By: 

Name: Haroon Y. Sheikh  
Title: Manager

HEYS USA GLOBAL, LLC

By: 

Name: Haroon Y. Sheikh  
Title: Manager

HEYS USA ONLINE, LLC

By: 

Name: Haroon Y. Sheikh  
Title: Manager

HEYS (USA), INC

By: 

Name: Haroon Y. Sheikh  
Title: President

Acknowledged:

BANKUNITED, N.A.  
as Secured Party

By: 

Name: Carlos Ramos  
Title: Vice President

SCHEDULE I  
to  
PATENT AND SECURITY AGREEMENT

Patent Collateral

Docket No.	Country	Title	Application No.	Filing Date	Applicant	Next Action/Due Date
10097-27-3AU	Australia	HANDHELD ELECTRONIC LUGGAGE SCALE	10730/2011 335610	02/28/2011 03/25/2011	Heys (USA), Inc.	Granted; renewal due 02/28/2016
10097-27-3CA	Canada	HANDHELD ELECTRONIC LUGGAGE SCALE	139430 139430	02/25/2011 10/04/2011	Heys (USA), Inc.	Granted; renewal due 10/04/2016
10097-27-3CN	China	HANDHELD ELECTRONIC LUGGAGE SCALE	2011300310147	02/28/2011	Heys (USA), Inc.	Granted; renewal due 01/16/2013
10097-27-3EM	Europe	HANDHELD ELECTRONIC LUGGAGE SCALE	001827825 001827825	02/28/2011 02/28/2011	Heys (USA), Inc.	Granted; renewal due 02/28/2016
10097-25-2	U.S.	HARD-SIDED EXPANDABLE SUITCASE	13/445,106	04/12/2012	Heys (USA), Inc.	Pending; CIP foreign filing due 04/12/2013
10097-25-3	U.S.	HARD-SIDED EXPANDABLE SUITCASE	13/444,924	04/12/2012	Heys (USA), Inc.	Pending; CIP foreign filing due 04/12/2013
10097-24	US	SUITCASE WITH BIOMETRIC LOCK MECHANISM	61/299,699	01/29/2010	Heys (USA), Inc.	Utility application filed – no further action
10097-24-1	US	SUITCASE WITH BIOMETRIC LOCK MECHANISM	12/986,889	01/07/2011	Heys (USA), Inc.	Pending; awaiting action
10097-25	US	HARD-SIDED EXPANDABLE SUITCASE	61/299,727	01/29/2010	Heys (USA), Inc.	Utility/PCT applications filed – no further action
10097-26	US	HARD-SIDED SUITCASE FEATURING HARD-SIDED POCKETS	61/299,766	01/29/2010	Heys (USA), Inc.	Utility application filed – no further action
10097-26-1	US	HARD-SIDED SUITCASE FEATURING HARD-SIDED POCKETS	12/975,960	12/22/2010	Heys (USA), Inc.	Pending; awaiting action
10097-27	US	HANDHELD ELECTRONIC LUGGAGE SCALE	61/299,752	01/29/2010	Heys (USA), Inc.	Utility/PCT applications filed – no further action
10097-27-2	US	HANDHELD ELECTRONIC LUGGAGE SCALE	12/842,867	07/23/2010	Heys (USA), Inc.	Pending; awaiting action


Patent Collateral

Docket No.	Country	Title	Application No.	Filing Date	Applicant	Next Action/Due Date
10097-27-3	US	HANDHELD ELECTRONIC LUGGAGE SCALE	29/368,726 D653135	08/27/2010 01/31/2012	Heys (USA), Inc.	Patented; Expires 01/31/2026
10097-76	US	TELESCOPIC HANDLE FOR LUGGAGE	29/418,133	04/12/2012	Heys (USA), Inc.	Allowed; Issue fees due 11/13/2012  Deadline for foreign filing applications - 10/12/2012
10097-77	US	FIXED HANDLE FOR LUGGAGE	29/418,140	04/12/2012	Heys (USA), Inc.	Pending; Deadline for foreign filing applications - 10/12/2012



SCHEDULE II  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Docket No.	Appln No.	Filing Date	Country	Mark	Owner	Goods/Services	Next Action/Due Date
10097-2	76/637996 3643923	04/07/2006 06/23/2009	US	XCASE	Heys (USA), Inc.	luggage; non- motorized, collapsible, carry on bags; tote bags; and travel bags	Registered; Declaration of Use and Incontestability due 06/23/2015
10097-5	77/417466 3640758	03/10/2008 06/16/2009	US	EPAC	Heys (USA), Inc.	backpacks and rolling backpacks	Registered; Declaration of Use and Incontestability due 06/16/2015
10097-6	78/854633 3236687	04/05/2006 05/01/2007	US	HEYS	Heys (USA), Inc.	non-motorized, collapsible luggage carts, luggage, carry on bags, tote bags, duffle bags, garment bags, backpacks, waist bags	Registered; Declaration of Use and Incontestability due 05/01/2013
10097-7	78/854644 3222258	04/05/2006 03/27/2007	US		Heys (USA), Inc.	non-motorized, collapsible luggage carts, luggage, carry on bags, tote bags, duffle bags, garment bags, backpacks, waist bags	Registered; Declaration of Use and Incontestability due 03/27/2013