## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM313177

SUBMISSION TYPE:	NEW ASSIGNMENT	-	
NATURE OF CONVEYANCE:	SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PFI Acquisition, LLC		04/30/2014	LIMITED LIABILITY COMPANY: MISSOURI

## **RECEIVING PARTY DATA**

Name:	Enterprise Bank & Trust
Street Address:	150 N. Meramec
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: MISSOURI MISSOURI - Chartered Trust Compar

## **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	86080626	ROLLER GLIDE
Serial Number:	86200302	THE INTELLI-SYSTEM
Serial Number:	86200304	THE INTELLI-ROLLER SYSTEM
Serial Number:	86200307	THE INTELLI-GLIDE SYSTEM
Registration Number:	1136211	POWER TOWER
Registration Number:	1148947	SUPER TOWER
Registration Number:	1576397	DUO
Registration Number:	1193643	ULTRA-GLIDE
Registration Number:	1194354	ULTRA-GLIDE
Registration Number:	1235730	COOL GLIDE
Registration Number:	1296347	SHOWOFF
Registration Number:	1647465	MAX-PAK
Registration Number:	1693063	MINI-MAX
Registration Number:	1699114	GORILLA-BONE
Registration Number:	1357427	THE ORGANIZER
Registration Number:	1443222	
Registration Number:	1584708	ICEMAN
Registration Number:	1641297	NOSTALGIA COOLER
Registration Number:	1887183	COOLGLIDE 2000
		,

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**TRADEMARK** 

Property Type	Number	Word Mark
Registration Number:	1938711	COUNTERFITTER
Registration Number:	2007677	SPACEMAKER
Registration Number:	2021993	SUPERGLIDE
Registration Number:	2444274	BROADCASTER
Registration Number:	2516200	3-IN-1
Registration Number:	2815410	VERSA TOWER
Registration Number:	3670152	INNOVATION THAT SELLS
Registration Number:	4168940	ECO-GLIDE

#### CORRESPONDENCE DATA

Fax Number:

3146673633

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:

(314) 552-6000

Email:

ipdocket@thompsoncoburn.com

**Correspondent Name:** 

Thompson Coburn LLP/William A. Holtz

Address Line 1:

One U.S. Bank Plaza

Address Line 4:

St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	53623-131154		
NAME OF SUBMITTER:	WILLIAM A. HOLTZ	•.	
SIGNATURE:	/william a. holtz/		
DATE SIGNED:	08/06/2014		

#### **Total Attachments: 13**

source=24. IP Security Agreement (Enterprise)#page1.tif

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TRADEMARK REEL: 005346 FRAME: 0026

# TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of the 30th day of April, 2014, by and between PFI ACQUISITION, LLC, a Missouri limited liability company ("PFI") and JI ACQUISITION, LLC, a Missouri limited liability company ("JI") (PFI and JI are referred to herein as "Assignors" and each as an "Assignor"), jointly and severally, each with its principal place of business at 11 S. Meramec, Suite 1330, St. Louis, Missouri 63105, and ENTERPRISE BANK & TRUST, a Missouri-chartered trust company, with an office at 150 N. Meramec, St. Louis, Missouri 63105 ("Lender").

WHEREAS, Assignors have executed and delivered to Lender a Credit Agreement dated as of even date herewith (as amended from time to time, the Lender "Credit Agreement"), which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignors in an outstanding principal amount not to exceed \$14,301,000;

WHEREAS, in order to induce Lender to execute and deliver the Credit Agreement, Assignors have agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark, patent and copyright rights;

WHEREAS, this Agreement is being executed contemporaneously with the Credit Agreement under which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Intellectual Property, as defined hereinafter; and

WHEREAS, the Credit Agreement provides that Lender shall have the right to foreclose on the Intellectual Property Collateral (as defined herein), and the Other Assets, upon the occurrence of an Event of Default, in order that any owner of the Intellectual Property Collateral may continue the manufacture or distribution of products under the Intellectual Property and maintain substantially the same product specifications and quality as maintained by Assignors.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree with Lender as follows:

1. <u>Capitalized Terms</u>. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

## 2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations, Assignors hereby grant to Lender a continuing security interest in all of their right, title and interest in and to the trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s) and copyright(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Intellectual Property"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and

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proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing are collectively called the "Intellectual Property Rights"), and the goodwill of the business to which the Intellectual Property relates (the "Associated Goodwill") (the Intellectual Property, the Intellectual Property Rights, and the Associated Goodwill are collectively called the "Intellectual Property Collateral").

- (b) In addition to the grant of security interest provided in paragraph 1(a), Assignors hereby assign and convey to Lender all of their right, title and interest in and to the Intellectual Property Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.
- 3. <u>Representations, Warranties and Covenants of Assignors</u>. Assignors represent, covenant and warrant to Lender that:
  - (a) The registrations of the Intellectual Property are subsisting and have not been adjudged invalid or unenforceable;
    - (b) The Intellectual Property is valid and enforceable;
  - (c) No claim has been made that the use of the Intellectual Property does or may violate the rights of any third person;
  - (d) Other than rights granted to Advantage as security for the Advantage Loan and the rights granted to Subordinate Lenders as security for the Subordinate Loan, Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignors not to sue third persons;
  - (e) Assignors have the unqualified right to enter into this Agreement and to perform its terms;
  - (f) Assignors shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Intellectual Property; and
  - (g) Assignors shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Intellectual Property.
- 4. <u>Inspection Rights</u>. Assignors hereby grant to Lender and its employees, agents and designees the right to visit Assignors' plants and facilities which manufacture, distribute or store products sold under the Intellectual Property, and to inspect the products and quality control records relating thereto, in each case with reasonable advanced notice and during normal

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business hours. Assignors shall do any and all acts reasonably required by Lender to ensure Assignors' compliance with paragraph 2(g) hereof.

- 5. <u>Further Assurances</u>. Assignor agrees that, until all of the Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignors' obligations under this Agreement, without Lender's prior written consent. Assignors further agree that at any time and from time to time, at the expense of Assignors, Assignors will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.
- 6. Additional Intellectual Property. If, before the Obligations shall have been satisfied in full, Assignors shall obtain rights to any registrations of any new trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s) or copyright(s), the provisions of paragraph 1 shall automatically apply thereto and Assignors shall give Lender prompt written notice thereof.
- 7. <u>Modification by Lender</u>. Assignors authorize Lender to modify this Agreement by amending <u>Schedule A</u> to include any future registrations of any trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s) or copyright(s), covered by paragraphs 1 and 5 hereof, without the signature of any Assignor to the extent permitted by applicable law.
- 8. <u>Grant of License to Lender</u>. Assignors hereby presently grant to Lender a license to use the Intellectual Property in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Bank pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 7 may be transferred by Lender, without any Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.
- 9. <u>Rights of Assignor</u>. Unless and until there shall have occurred an Event of Default, Assignors shall own the title to the Intellectual Property Collateral and shall have the exclusive, nontransferable right to use the Intellectual Property on and in connection with products sold by Assignors, for Assignors' own benefit and account and for none other. Assignors agree not to sell or assign its interest in, or grant any license under the Intellectual Property or the other Intellectual Property Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.
- 10. <u>Default</u>. If any Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located.

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- 11. <u>Termination of Agreement</u>. At such time as Assignors shall completely satisfy all of the Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignors, at Assignors' expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.
- 12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignors on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.
- 13. Preservation of Intellectual Property Rights. Assignors shall have the duty, through counsel reasonably acceptable to Lender, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the foregoing shall be borne by Assignors. Assignors shall not abandon any Intellectual Property without the prior written consent of Lender, which consent shall not be unreasonably withheld. Assignors shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignors shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 12.
- Lender Appointed Attorney-In-Fact. Assignors hereby authorize and empower Lender, upon and after the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignors' true and lawful attorney-in-fact, with the power to endorse each Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Intellectual Property or the other Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

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- 15. Lender May Act. If any Assignor fails to comply with any of its obligations hereunder, Lender may do so in such Assignor's name or in Lender's name to the extent permitted by applicable law, but at such Assignor's expense, and Assignors hereby agree to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in protecting, defending or maintaining the Intellectual Property Collateral or any part thereof.
- 16. No Waiver. No course of dealing between any Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 17. <u>Rights Cumulative</u>. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 18. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 19. <u>Modification</u>. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.
- 20. <u>Inurement</u>. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignors hereunder with respect to transferring any part of or interest in the Intellectual Property Collateral.
- 21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.
- 22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.
- 23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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- 24. <u>Jury Trial</u>. ASSIGNORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- Jurisdiction. This Assignment has been negotiated, executed and delivered in 25. various jurisdictions. In order to provide for a uniform and well established body of commercial and other law to define and govern the rights and duties of the parties, the parties agree that this Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri without giving effect to any choice of law rules thereof. EACH ASSIGNOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNORS AT THEIR ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT EACH ASSIGNOR WAIVES ANY OBJECTION TO PERSONAL THEREOF. JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF PERSONAL JURISDICTION OR VENUE. ASSIGNORS FURTHER AGREE NOT TO ASSERT AGAINST THE LENDER (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY THE LENDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS ASSIGNMENT, THE LENDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

[Remainder of page intentionally left blank - signature page follows]

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year first above written.	es nave executed this Agreement as of the day and
	SSIGNORS:
	FI ACQUISITION, LLC, a Missouri limited liability ompany y: Brett Parr, Manager
, сс	ACQUISITION, LLC, a Missouri limited liability company  Brett Parr, Manager
STATE OF MISSOURI ) SS COUNTY OF HARMAN )	
Dday of April, 2014, personally appeared B by me duly sworn, deposes and says that he is limited liability company, and that said instruction company by authority of its members, and sathefree act and deed of said limited liability of N	Totary Public
My commission expires: 7/p/16  STATE OF MISSOURI  COUNTY OF Hours  SS	DONNA M. ESTEP Notary Public. Notary Seal State of Missouri St. Louis County Commission # 12364569 My Commission Expires July 08, 2016
day of April, 2014, personally appeared E by me duly sworn, deposes and says that he limited liability company, and that said instru	y Public in and for the county aforesaid, on this Brett Parr to me known personally, and who, being is the Manager of JI Acquisition, LLC, a Missouri ment was signed on behalf of said limited liability aid Brett Parr acknowledged said instrument to be ompany.
My commission expires: 4/8/10	Notary Public  DONNA M. ESTEP  Notary Public, Notary Seal  State of Missouri St. Louis County  Commission # 1 2364569  My Commission Expires July 08, 2016

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

TRADEMARK REEL: 005346 FRAME: 0033

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

**ENTERPRISE BANK & TRUST** 

James J. Tighe III, Senior Vice President

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

TRADEMARK REEL: 005346 FRAME: 0034

## **SCHEDULE A**

# SCHEDULE A

## **PFI Trademarks:**

Mark	Application #	File Date	Registration #	Registration Date
	86/080,626	10/02/2013		
THE INTELLI-SYSTEM		02/21/2014		
THE INTELLI-ROLLER		02/21/2014		
SYSTEM	ĺ			
THE INTELLI-GLIDE	86/200,307	02/21/2014		
SYSTEM				
THE CLASSIC CUBE &	72/367,102	08/05/1971	919,363	08/31/1971
Design				(Abandoned)
POWER TOWER	73/182,883	08/21/1978		05/27/1980
SUPER TOWER	73/183,993	08/30/1978		03/24/1981
BOTTLE SHOPPER	73/483,316	06/04/1984		8/6/1985 (Abandoned)
UNIVERSAL	73/581,658	02/07/1986	1,408,540	9/9/1986 (Abandoned)
INSERT-A-BIN	73/588,786	03/19/1986	1,411,347	7/8/1986 (Abandoned)
MAGNUM	73,643,137	02/05/1987	1,454,287	8/25/1987
				(Abandoned)
SAMPLING CENTER	73/647,704	03/04/1987		9/8/1987 (Abandoned)
DUO	73/781,090	02/16/1989	1,576,397	1/9/1990
QUADRO	73/781,091	02/16/1989	1,560,952	10/17/1989
				(Abandoned)
KING QUADRO	73/781,092	02/16/1989	1,560,953	10/17/1989
				(Abandoned)
ULTRA-GLIDE &	73/308,395	05/01/1981	1,193,643	04/13/1982
Design				0.410.7(1.000
ULTRA-GLIDE	73/308,394	05/01/1981		04/27/1982
COOL GLIDE	73/352,111	02/26/1982		04/26/1983
SHOWOFF	73/453,060	11/16/1983		09/18/1984
MAX-PAK	74/060,992	05/21/1990		6/11/1991
MINI-MAX	74/13 <b>8,2</b> 49	02/11/1991		06/09/1992
GORILLA-BONE	74/186,825	07/22/1991		07/07/1992
THE ORGANIZER	73/342,507	12/21/1981		08/27/1985
REPEATED INVERTED		03/06/1986	1,443,222	06/16/1987
ARCH DESIGN ( Misc	·-			
design mark)				00/07/1000
ICEMAN	73/756,805	10/11/1988		02/27/1990
NOSTALGIA COOLER		05/21/1990		04/16/1991
COOL GLIDE 2000 and	d 74/4 <b>94,</b> 111	02/24/1994	1,887,183	04/04/1995
Design				11/00/1006
COUNTER FITTER	74/615,098	12/27/1994		11/28/1995
SPACEMAKER	74/659,974	04/06/1995		10/15/1996
SUPERGLIDE	75/022,655	11/21/1995		12/10/1996
"LIKE A MAGNET"	75/205,016	11/25/1996	2,280,267	09/28/1999
		00/11/100=	0.104.055	(Abandoned)
DIAL-A-PAK	75/240,094	02/11/1997	2,134,365	02/03/1998 (Abandanad)
	77.7.600 5 15	04/00/1000	. 0.410.000	(Abandoned)
THE SHAPE THAT	75/689,342	04/23/1999	µ,410,069	12/05/2000

TRADEMARK REEL: 005346 FRAME: 0035

SELLS			(Abandoned)
BROADCASTER	75/926,491	02/24/2000 2,444,274	04/17/2001
3-IN-1	75/693,118	04/28/1999 2,516,200	12/11/2001
VERSA TOWER	76/283,759	07/11/2001 2,815,410	02/17/2004
INNOVATION SELLS	THAT 77/346,135	12/06/2007 3,670,152	08/18/2009
ECO-GLIDE	85/276,705	03/25/2011 4,168,940	07/03/2012

## Jahabow Trademarks:

Mark	Application #	File Date	Registration #	Registration Date
SABRELIGHT	74/188,059	07/27/1991	1,800,060	10/19/1993 (Abandoned)

# **PFI Patents:**

Title	Serial #	Filed Date	Patent #	Issue Date	Status
GRAVITY FEED PRODUCT	08/629,533	04/09/1996	5,695,075	12/09/1997	ABANDONED
MERCHANDISING DISPLAY DEVICE					
AND METHOD FOR MANUFACTURING				1	
THE SAME					
DISPLAY STAND FOR MERCHANDISING	09/619,304	07/19/2000	6,478,268	11/12/2002	ABANDONED
CHILLED PRODUCTS AND THE LIKE					
INVENTORY CONTROL SYSTEM FOR	09/814,207	03/21/2001	6,474,484	11/05/2002	ABANDONED
WALK-IN DISPLAY COOLERS AND THE					
LIKE					
PRODUCT MERCHANDISING ASSEMBLY	09/953,598	09/17/2001	6,588,606	07/08/2003	ABANDONED
(vertical spacemaker unit)					
METHOD AND APPARATUS FOR	10/604,802	08/18/2003			ABANDONED
CHANGING THE APPEARANCE OF A		•			
PRODUCT DISPLAY UNIT					
ADVERTISING DISPLAY UNIT (Pump	10/708,041	02/04/2004			ABANDONED
Broadcaster Unit)					
COLLAPSIBLE DUMP BIN	10/711,013	08/17/2004			ABANDONED
PRODUCT MERCHANDISING UNIT WITH	09/053,572	04/01/1998	6,142,316	11/07/2000	ABANDONED
VARIABLE/SELECTABLE PRODUCT		İ	İ		
CAPACITY					
COOLER/COUNTER MERCHANDISING	12/483,760	06/12/2009			ABANDONED
DISPLAY UNIT					
PRIMARY AND SECONDARY LIGHT	12/502,837	07/14/2009			ABANDONED
SOURCES FOR A LIGHTING ASSEMBLY					
(Per client, let go abandoned)					
PRODUCT MERCHANDISING SYSTEM	13/236,055	09/19/2011			ABANDONED
FOR WALK-IN DISPLAY COOLERS AND					
THE LIKE					
GRAVITY FEED DISPLAY SYSTEMS AND	07/028,661	03/20/1987	4,763,796	08/16/1988	EXPIRED
CONVERSION MEANS FOR OBTAINING					
SAME					
ADJUSTABLE SHELF ORGANIZER UNITS	<b>06</b> /907,056	09/12/1986	4,801,025	01/31/1989	EXPIRED _

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TRADEMARK REEL: 005346 FRAME: 0036

TIANDIC ED ANCIDI E CIDE AND DEAD					
HAVING FRANGIBLE SIDE AND REAR					
PORTIONS	07/115 710	11/02/1987	4,930,643	06/05/1990	EXPIRED
	07/115,718	11/02/1987	4,930,043	00/03/1990	EAFIRED
CAPABILITY	07/005 157	01/00/1000	D222 262	01/01/1000	EXPIRED
	07/295,157	01/09/1989	D323,262	01/21/1992	EXPIRED
MIRRORED SIDE PANELS		00/05/1000	2006 001	06/00/1000	EXAMPLE
	07/488,773	03/05/1990	D326,801	06/09/1992	EXPIRED
	07/488,471	03/05/1990	D326,800	06/09/1992	EXPIRED
	07/699,244	05/13/1991	D334,859	04/20/1993	EXPIRED
COMBINED COOLER AND STORAGE	07/771,936	10/04/1991	D339,270	09/14/1993	EXPIRED
CONTAINER					
PRODUCT MERCHANDISING DISPLAY	<b>08/0</b> 87,670	<b>07</b> /07/1993	5,351,838	10/04/1994	EXPIRED
SHELF WITH FLEXIBLE GUIDE					
CHANNEL DIVIDER MEANS			1		
	08/082,038	06/24/1993	5,417,333	05/23/1995	EXPIRED
MODULAR CAPABILITY	,				
	29/019,361	03/01/1994	D358,955	06/06/1995	EXPIRED
MERCHANDISING UNIT	,				
	08/134,387	10/12/1993	5,448,844	09/12/1995	EXPIRED
	29/020,287	03/23/1994	D368,396	04/02/1996	EXPIRED
COOLER SHELF FOR MERCHANDISING	237020,207	03/23/1997	2000,250		
COLD PRODUCTS					
	29/077,281	10/01/1997	D406,712	03/16/1999	EXPIRED
	29/096,180	11/06/1998	D412,078	07/20/1999	EXPIRED
	29/077,282	10/01/1997	D407,928	04/13/1999	EXPIRED
		09/25/1997	D413,745	09/14/1999	EXPIRED
TROBOUT MILLION	29/076,898			08/31/1999	EXPIRED
1100001	29/077,425	09/25/1997	D413,217	03/07/2000	EXPIRED
1102001112111	29/088,993	06/05/1998	D421,350	03/07/2000	EXPIRED
UNIT		01/06/1000	7254 640	01/04/1005	EXPIRED
MERCHANDISING DISPLAY COOLER	29/004,071	01/26/1993	D354,640	01/24/1995	
ADJUSTABLE SHELF SUPPORT	<b>08</b> /320,735	10/11/1994	5,450,971	09/19/1995	ISSUED
STRUCTURE					TOCKIED
VARIABLE WIDTH PRODUCT	08/259,889	06/15/1994	5,624,042	04/29/1997	ISSUED
MERCHANDISING DISPLAY UNIT					
HAVING					
DETACHABLE/REATTACHABLE SIDE					
TRACK PORTIONS					
ADJUSTABLE SHELF SUPPORT	<b>08</b> /506,908	07/26/1995	5,645,182	07/08/1997	ISSUED
STRUCTURE					
PRODUCT MERCHANDISING UNIT WITH	08/838,992	04/23/1997	5,910,162	06/08/1999	ISSUED
VARIABLE/SELECTABLE PRODUCT					
CAPACITY					
OVERHEAD GUIDE CHANNEL	08/549,979	10/30/1995	5,706,956	01/13/1998	ISSUED
STABILIZER MEANS FOR USE IN					11
ASSOCIATION WITH PRODUCT		ļ			
MERCHANDISING DISPLAY UNITS					
DOUBLE SOCKET PRODUCT	09/892,338	06/27/2001	6,520,356	02/18/2003	ISSUED
MERCHANDISING DISPLAY UNIT	,				
INVENTORY CONTROL SYSTEM FOR	10/064,553	07/25/2002	6,726,039	04/27/2004	ISSUED
WALK-IN DISPLAY COOLERS AND THE	, , , , , , , , , , , , , , , , , , , ,				
LIKE		1			
PRODUCT MERCHANDISING UNIT	29/142,992	06/06/2001	D455,295	04/09/2002	ISSUED
PRODUCT MERCHANDISING UNIT	29/149,373	10/09/2001	D457,014	05/14/2002	ISSUED
SUSPENSION TYPE PRODUCT	10/022,986	12/17/2001	6,640,983	11/04/2003	ISSUED
POSLEMSION I LLE LYODOCT	HU/022,700	12/11/2001	0,0,0,703	1 110 1/2005	

ACD CHANDIGING DIGDLAY IDIT	l	Τ	T		
MERCHANDISING DISPLAY UNIT	00/1/2/007	06/06/2001	72460 201	07/1//2002	TOOLIED
	29/142,997	06/06/2001	D460,291	07/16/2002	ISSUED
AND STAND	20/140 214	0.4/1.0/2001	D462.100	00/04/0000	rootien
BEVERAGE DOOR MERCHANDISER	29/140,214	04/13/2001	D463,188	09/24/2002	ISSUED
DUAL PURPOSE PRODUCT	10/036,968	12/21/2001	6,612,123	09/02/2003	ISSUED
MERCHANDISING UNIT		22 /2 / /2 2 2 2	5 500 450	00/10/0004	TOOL YED
PRODUCT STORAGE AND	09/683,689	02/04/2002	6,688,478	02/10/2004	ISSUED
MERCHANDISING UNIT					
RECYCLING CONTAINER AND METHOD	10/063,019	03/12/2002	6,681,950	01/27/2004	ISSUED
OF MANUFACTURE					
PRODUCT MERCHANDISING COOLER	29/162,889	06/24/2002	D475,896	06/17/2003	ISSUED
PRODUCT MERCHANDISING UNIT WITH	10/064,696	08/07/2002	6,637,233	10/28/2003	ISSUED
VARIABLE SELECTABLE PRODUCT					
CAPACITY					
PRODUCT MERCHANDISING DISPLAY	10/064,636	08/01/2002	6,715,621	04/06/2004	ISSUED
UNIT WITH PULL THROUGH FRONT					
WALL MEMBERS		_			
PRODUCT DISPLAY RACK (Versa Tower	10/064,637	08/01/2002	6,880,708	04/19/2005	ISSUED
Station)					
PRODUCT MERCHANDISING SHELF	29/174,156	01/13/2003	D486,018	02/03/2004	ISSUED
PRODUCT MERCHANDISING SHELF	29/174,186	01/13/2003	D485,714	01/27/2004	ISSUED
(Dynamic Ribbon Display with Straight Shelf)	<b>'</b>				
PRODUCT MERCHANDISING SHELF	29/174,169	01/13/2003	D485,460	01/20/2004	ISSUED
(Dynamic Ribbon Display with Contour Shelf)					
PRODUCT MERCHANDISING SHELF	29/174,168	01/13/2003	D485,713	01/27/2004	ISSUED
(Stair Step Contour Shelf with Ribbon)			,		
PRODUCT MERCHANDISING SHELF	29/174,158	01/13/2003	D485,459	01/20/2004	ISSUED
(Contour Shelf with Ribbon)	2,7174,150	01/15/2005	, , , , ,		
PRODUCT MERCHANDISING SHELF	29/174,157	01/13/2003	D485,712	01/27/2004	ISSUED
(Shelf with Ribbon Contour in 2 Direction)	27/1/4,15/	01/15/2003	100,712	01/2//2001	
TRANSLUCENT PRODUCT HOLDING	29/175,704	02/07/2003	D485,717	01/27/2004	ISSUED
SHELF WITH INCLUSIONS	27/1/3,704	02/07/2003	105,717	01,2,,200,	100020
TRANSLUCENT PRODUCT HOLDING	29/198,094	01/23/2004	D509,390	09/13/2005	ISSUED
SHELF WITH INCLUSIONS (oval shelf)	23/130,034	01/23/2004	0507,570	03/13/2003	ISSOLD
	29/175,701	02/07/2003	D485,452	01/20/2004	ISSUED
ARTICLE FOR HOLDING PRODUCTS IN	29/1/3,/01	02/07/2003	D403,432	01/20/2004	ISSOLD
AN UPSIDE DOWN ORIENTATION ON A PRODUCT MERCHANDISING UNIT					
	00/175 705	02/07/2002	D495 710	01/27/2004	ISSUED
TRANSLUCENT PRODUCT HOLDING	29/175,705	02/07/2003	D485,718	01/27/2004	1330ED
SHELF WITH INCLUSIONS	20/1/75 700	02/07/2002	D495 716	01/27/2004	ISSUED
TRANSLUCENT PRODUCT HOLDING	29/175,700	02/07/2003	D485,716	01/27/2004	1220ED
SHELF WITH INCLUSIONS (Half-Round)	2011-7-501	00/07/0000	72405 715	01/07/2004	TOOLIED
TRANSLUCENT PRODUCT HOLDING	29/175,684	02/07/2003	D485,715	01/27/2004	ISSUED
SHELF WITH INCLUSIONS			106.001	00/10/0004	raarien
TRANSLUCENT PRODUCT HOLDING	29/175,683	02/07/2003	D486,331	02/10/2004	ISSUED
SHELF WITH INCLUSIONS (Rectangular)					**************************************
PRODUCT MERCHANDISING DISPLAY	29/181,256	05/07/2003	D496,054	09/14/2004	ISSUED
UNIT (Ribbon Cooler)	<u> </u>		<del></del>		100111
PRODUCT HOLDING SHELF (oval shelf)	29/198,088	01/23/2004	D511,639	11/22/2005	ISSUED
PRODUCT HOLDING COOLER (ICEPRO	29/210,321	07/29/2004	D508,826	08/30/2005	ISSUED
Unit)					
REFRIGERATED PRODUCT	11/162,699	09/20/2005	7,444,825	11/04/2008	ISSUED
MERCHANDISING UNIT					
PRODUCT MERCHANDISING RACK	29/235,353	08/01/2005	D522,276	06/06/2006	ISSUED
(Banana Rack)	<u> </u>			<u></u>	
<u> </u>					

PRODUCT MERCHANDISING SYSTEM FOR WALK-IN DISPLAY COOLERS AND THE LIKE	12/259,882	10/28/2008	8,020,714	09/20/2011	ISSUED
GLIDE SYSTEM WITH ADJUSTABLE DIVIDERS AND MODULAR FLOOR MEMBERS	12/418,468	04/03/2009	8,016,139	09/13/2011	ISSUED
METHOD AND APPARATUS FOR CHANGING THE APPEARANCE OF A DISPLAY MERCHANDISER	09/334,350	06/16/1999	6,363,640	04/02/2002	LAPSE
PRODUCT MERCHANDISING SYSTEM					PROPOSED

## **Jahabow Patents:**

Title	Serial #	Filed Date	Patent #	Issue Date	Status
RIFLE DISPLAY CABINET	29/082,348	01/21/1998	D408,174	04/20/1999	ISSUED

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