# CH \$40.00 180006

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JAHABOW, LLC		12/21/2016	Limited Liability Company: MISSOURI

## **RECEIVING PARTY DATA**

Name:	HRIF FUND 27, LLC
Street Address:	909 Poydras Street
Internal Address:	Suite 2230
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70112
Entity Type:	Limited Liability Company: MISSOURI

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	1800060	SABRELIGHT	

## **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:** 3145526000

Email: IPDOCKET@THOMPSONCOBURN.COM

Correspondent Name: THOMPSON COBURN LLP
Address Line 1: ONE US BANK PLAZA
Address Line 4: ST LOUIS, MISSOURI 63101

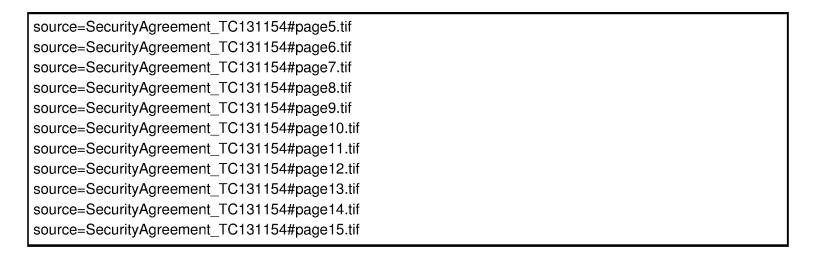
NAME OF SUBMITTER:	William A. Holtz
SIGNATURE:	/william a. holtz/
DATE SIGNED:	01/03/2017

## **Total Attachments: 15**

source=SecurityAgreement\_TC131154#page1.tif source=SecurityAgreement\_TC131154#page2.tif source=SecurityAgreement\_TC131154#page3.tif source=SecurityAgreement\_TC131154#page4.tif

> TRADEMARK REEL: 005956 FRAME: 0598

900389895



REFERENCE IS MADE TO THAT CERTAIN SUBORDINATION INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF, BY AND HRIF FUND 27, LLC, ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND MISSOURI II, L.L.C., BIZCAPITAL BIDCO II, L.L.C. AND ENTERPRISE BANK & TRUST (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO LENDER AND THE EXERCISE OF CERTAIN RIGHTS OR REMEDIES BY LENDER HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

# 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 21st day of December 2016, by and among PRESENCE FROM INNOVATION, LLC, a Missouri limited liability company ("Borrower") and JAHABOW, LLC, a Missouri limited liability company ("Guarantor") (Borrower and Guarantor are referred to herein as "Assignors" and each as an "Assignor"), jointly and severally, each with its principal place of business at 1004 Industrial Drive, Owensville, Missouri 65066, and HRIF FUND 27, LLC, a Missouri limited liability company, with an office at 909 Poydras Street, Suite 2230, New Orleans, Louisiana 70112 ("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 Borrower in an outstanding principal amount not to exceed \$3,300,000;

**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.

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**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 and all obligations of Guarantor under the Guaranty (collectively, the "Secured 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 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 Rights, and 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 Enterprise as security for the Enterprise 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;

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- (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 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 Secured 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. <u>Additional Intellectual Property</u>. If, before the Secured 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(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. Grant of License to Lender. 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 Secured Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

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- 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.
- 11. <u>Termination of Agreement</u>. At such time as Assignors shall completely satisfy all of the Secured 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 Secured 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.

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- 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.
- 15. <u>Lender May Act</u>. 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. <u>No Waiver</u>. 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.

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- 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.
- 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.
- 25 Jurisdiction. This Assignment has been negotiated, executed and delivered in 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 ANY OBJECTION TO PERSONAL THEREOF EACH ASSIGNOR WAIVES 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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IN WITNESS WHEREOF, the pa	rties have executed this Agreement as of the day and
	PRESENCE FROM INNOVATION, LLC, a Missouri limited liability company
	By: Brett Parr, Manager
	JAHABOW, LLC, a Missouri limited liability company
	By: Brett Parr, Manager
STATE OF MISSOURI ) SS COUNTY OF _ S4 Logics )	
day of December 2016, personally appeare by me duly sworn, deposes and says that he Missouri limited liability company, and that	ary Public in and for the county aforesaid, on this d Brett Parr, to me known personally, and who, being e is the Manager of Presence from Innovation, LLC, a st said instrument was signed on behalf of said limited ers, and said Brett Parr acknowledged said instrument ability company
Mer commission avaines 22 to 2 to 2	Notary Public //
My commission expires: <u>07/08/202</u> STATE OF MISSOURI ) ) SS	DONNA M. ESTEP  NOTATY  MY Commission Explose  Luty 8, 2020  SEAL  St. Louis County  Commission \$12384569
COUNTY OF St. Lags )	* * * * * * * * * * * * * * * * * * * *
day of December 2016, personally appears by me duly sworn, deposes and says that h liability company, and that said instrum	ary Public in and for the county aforesaid, on this ad Brett Parr to me known personally, and who, being the is the Manager of Jahabow, LLC, a Missouri limited tent was signed on behalf of said limited liability is said Brett Parr acknowledged said instrument to be y company.
v 5 3	Notary Public

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

07/03/2020

My commission expires:

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

HRIF FUND 27, LLC, a Missouri limited liability company

By: Heartland Regional Investment Fund, L.L.C., a Missouri limited liability company, its managing member

By: St. Louis Economic Development Partnership, a Missouri non-profit corporation, its managing member

Name: Sheila M. Sweeney

Title: Chief Executive Office

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

# **SCHEDULE A**

# **PFI Trademarks:**

Mark	Application #	File Date	Registration #	Registration Date
	86/080,626	10/02/2013		
THE INTELLI-	86/200,302	02/21/2014		
SYSTEM				
THE INTELLI-	86/200,304	02/21/2014		
ROLLER SYSTEM				
THE INTELLI-	86/200,307	02/21/2014		
GLIDE SYSTEM				
THE CLASSIC	72/367,102	08/05/1971	919,363	08/31/1971
CUBE & Design				(Abandoned)
POWER TOWER	73/182,883	08/21/1978	1,136,211	05/27/1980
SUPER TOWER	73/183,993	08/30/1978	1,148,941	03/24/1981
BOTTLE SHOPPER	73/483,316	06/04/1984	1,352,848	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	73/647,704	03/04/1987	1,456,557	9/8/1987
CENTER				(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)
	73/308,395	05/01/1981	1,193,643	04/13/1982
Design				
ULTRA-GLIDE	73/308,394	05/01/1981		04/27/1982
COOL GLIDE	73/352,111	02/26/1982	1,235,730	04/26/1983
SHOWOFF	73/453,060	11/16/1983		09/18/1984
MAX-PAK	74/060,992	05/21/1990	1,647,465	6/11/1991
MINI-MAX	74/138,249	02/11/1991	1,693,063	06/09/1992
GORILLA-BONE	74/186,825	07/22/1991	1,699,114	07/07/1992
THE ORGANIZER	73/342,507	12/21/1981	1,357,427	08/27/1985
REPEATED	73/586,599	03/06/1986	1,443,222	06/16/1987
INVERTED ARCH				
DESIGN ( Misc.				
design mark)				

ICEMAN	73/756,805	10/11/1988	1,584,708	02/27/1990
NOSTALGIA	74/060,982	05/21/1990	1,641,297	04/16/1991
COOLER				
COOL GLIDE 2000	74/494,111	02/24/1994	1,887,183	04/04/1995
and Design				
COUNTER FITTER	74/615,098	12/27/1994	1,938,711	11/28/1995
SPACEMAKER	74/659,974	04/06/1995	2,007,677	10/15/1996
SUPERGLIDE	75/022,655	11/21/1995	2,021,993	12/10/1996
"LIKE A MAGNET"	75/205,016	11/25/1996	2,280,267	09/28/1999
				(Abandoned)
DIAL-A-PAK	75/240,094	02/11/1997	2,134,365	02/03/1998
				(Abandoned)
THE SHAPE THAT	75/689,342	04/23/1999	2,410,069	12/05/2000
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	77/346,135	12/06/2007	3,670,152	08/18/2009
THAT SELLS				
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 THE SAME					
DISPLAY STAND FOR	09/619,304	07/19/2000	6,478,268	11/12/2002	ABANDONED
MERCHANDISING CHILLED					
PRODUCTS AND THE LIKE					
INVENTORY CONTROL SYSTEM	09/814,207	03/21/2001	6,474,484	11/05/2002	ABANDONED
FOR WALK-IN DISPLAY COOLERS					
AND THE LIKE					
PRODUCT MERCHANDISING	09/953,598	09/17/2001	6,588,606	07/08/2003	ABANDONED

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ASSEMBLY (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	10/708,041	02/04/2004			ABANDONED
(Pump Broadcaster Unit)					
COLLAPSIBLE DUMP BIN	10/711,013	08/17/2004			ABANDONED
PRODUCT MERCHANDISING	09/053,572	04/01/1998	6,142,316	11/07/2000	ABANDONED
UNIT WITH					
VARIABLE/SELECTABLE					
PRODUCT CAPACITY					
COOLER/COUNTER	12/483,760	06/12/2009			ABANDONED
MERCHANDISING DISPLAY UNIT					
PRIMARY AND SECONDARY	12/502,837	07/14/2009			ABANDONED
LIGHT SOURCES FOR A					
LIGHTING ASSEMBLY (Per client,					
let go abandoned)					
PRODUCT MERCHANDISING	13/236,055	09/19/2011			ABANDONED
SYSTEM FOR WALK-IN DISPLAY					
COOLERS AND THE LIKE					
GRAVITY FEED DISPLAY	07/028,661	03/20/1987	4,763,796	08/16/1988	EXPIRED
SYSTEMS AND CONVERSION					
MEANS FOR OBTAINING SAME					
ADJUSTABLE SHELF ORGANIZER	06/907,056	09/12/1986	4,801,025	01/31/1989	EXPIRED
UNITS HAVING FRANGIBLE SIDE					
AND REAR PORTIONS					
DISPLAY UNIT WITH MODULAR	07/115,718	11/02/1987	4,930,643	06/05/1990	EXPIRED
CAPABILITY					
PRODUCT DISPLAY UNIT WITH	07/295,157	01/09/1989	D323,262	01/21/1992	EXPIRED
MIRRORED SIDE PANELS					
	07/488,773	03/05/1990	1	06/09/1992	
3 1 37	07/488,471	03/05/1990		06/09/1992	
HEADER UNIT FOR	07/699,244	05/13/1991	D334,859	04/20/1993	EXPIRED
MERCHANDISER					
COMBINED COOLER AND	07/771,936	10/04/1991	D339,270	09/14/1993	EXPIRED
STORAGE CONTAINER					
PRODUCT MERCHANDISING	08/087,670	07/07/1993	5,351,838	10/04/1994	EXPIRED
DISPLAY SHELF WITH FLEXIBLE					
GUIDE CHANNEL DIVIDER					
MEANS	0.010 =	0.5/5 : 12		0.5/5.5/5.5	
	08/082,038	06/24/1993	5,417,333	05/23/1995	EXPIRED
WITH MODULAR CAPABILITY		00/04/11	<u></u>	0.540.545.5	
	29/019,361	03/01/1994	D358,955	06/06/1995	EXPIRED
MERCHANDISING UNIT	<u> </u>		<u> </u>		

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CHANCE DANIEL MOUNTEDIC	00/12/1207	10/10/1002	7 440 044	00/10/1007	EXDIDED
CHANGE PANEL MOUNTING DEVICE	08/134,387	10/12/1993	5,448,844	09/12/1995	EXPIRED
PRODUCT DISPLAY UNIT WITH	29/020,287	03/23/1994	D368.396	04/02/1996	EXPIRED
UPPER COOLER SHELF FOR	,		<b>'</b>		
MERCHANDISING COLD					
PRODUCTS					
PRODUCT MERCHANDISING	29/077,281	10/01/1997	D406 712	03/16/1999	EXPIRED
UNIT	2,70,7,201	10,01,199,	B 100,712	02, 10, 1333	
PRODUCT MERCHANDISING	29/096,180	11/06/1998	D412 078	07/20/1999	EXPIRED
UNIT	257050,100	11/00/1990	D 112,070	011/20/1999	
PRODUCT MERCHANDISING	29/077,282	10/01/1997	D407 928	04/13/1999	EXPIRED
UNIT	25/017,202	10/01/1997	D-107,520	04/13/1777	
PRODUCT MERCHANDISING	29/076,898	09/25/1997	D413 745	09/14/1999	EADIBED
UNIT	27/070,676	05/25/1557	D+13,743	U)/1 <del>1</del> /1///	
PRODUCT MERCHANDISING	29/077,425	09/25/1997	D413 217	08/31/1999	EADIDED
UNIT	29/011,423	09/23/1997	D413,217	00/31/1999	
PRODUCT MERCHANDISING	29/088,993	06/05/1998	D421 350	03/07/2000	EADIBED
DISPLAY UNIT	29/088,993	00/03/1998	D421,330	03/07/2000	
MERCHANDISING DISPLAY	29/004,071	01/26/1993	D354 640	01/24/1995	EADIDED
COOLER	29/004,071	01/20/1993	D334,040	01/24/1993	
ADJUSTABLE SHELF SUPPORT	08/320,735	10/11/1994	5 450 971	09/19/1995	ICCLIED
STRUCTURE	06/320,733	10/11/17/7	3,730,771	07/17/1773	
VARIABLE WIDTH PRODUCT	08/259,889	06/15/1994	5 624 042	04/29/1997	ISSLIED
MERCHANDISING DISPLAY UNIT	06/239,669	00/13/1774	3,024,042	<del>  0   2</del> 2  122   1	
HAVING					
DETACHABLE/REATTACHABLE					
SIDE TRACK PORTIONS					
ADJUSTABLE SHELF SUPPORT	08/506,908	07/26/1995	5 645 182	07/08/1997	ISSUED
STRUCTURE STRUCTURE	00/300,300	0772071993	3,013,102	0770071997	ISSOLD
PRODUCT MERCHANDISING	08/838,992	04/23/1997	5 910 162	06/08/1999	ISSUED
UNIT WITH	00,030,332	0 1, 23, 1997	3,310,102	00,00,1999	
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	00,010,010	10,50,1775	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	01,13,1770	
ASSOCIATION WITH PRODUCT					
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	10/064,553	07/25/2002	6,726,039	04/27/2004	ISSUED
FOR WALK-IN DISPLAY COOLERS	1				· <del></del>
AND THE LIKE					
PRODUCT MERCHANDISING	29/142,992	06/06/2001	D455,295	04/09/2002	ISSUED
UNIT					
<u>- · ·                                   </u>	I	I	1		I

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PRODUCT MERCHANDISING	29/149,373	10/09/2001	D457 014	05/14/2002	ISSUED
UNIT	25/11/5,5/5	10,09,2001	137,011	03/11/2002	ISSCED
SUSPENSION TYPE PRODUCT	10/022,986	12/17/2001	6.640.983	11/04/2003	ISSUED
MERCHANDISING DISPLAY UNIT	ļ				
PRODUCT MERCHANDISING	29/142,997	06/06/2001	D460,291	07/16/2002	ISSUED
COOLER AND STAND	ĺ		<u> </u>		
BEVERAGE DOOR	29/140,214	04/13/2001	D463,188	09/24/2002	ISSUED
MERCHANDISER					
DUAL PURPOSE PRODUCT	10/036,968	12/21/2001	6,612,123	09/02/2003	ISSUED
MERCHANDISING UNIT					
PRODUCT STORAGE AND	09/683,689	02/04/2002	6,688,478	02/10/2004	ISSUED
MERCHANDISING UNIT					
RECYCLING CONTAINER AND	10/063,019	03/12/2002	6,681,950	01/27/2004	ISSUED
METHOD OF MANUFACTURE					
PRODUCT MERCHANDISING	29/162,889	06/24/2002	D475,896	06/17/2003	ISSUED
COOLER					
PRODUCT MERCHANDISING	10/064,696	08/07/2002	6,637,233	10/28/2003	ISSUED
UNIT WITH VARIABLE					
SELECTABLE PRODUCT					
CAPACITY	10/064 626	00/01/2002	(715 (21	04/06/2004	ICCLIED
PRODUCT MERCHANDISING	10/064,636	08/01/2002	6,715,621	04/06/2004	ISSUED
DISPLAY UNIT WITH PULL					
THROUGH FRONT WALL MEMBERS					
PRODUCT DISPLAY RACK (Versa	10/064,637	08/01/2002	6 880 708	04/19/2005	ICCLIED
Tower Station)	10/004,037	08/01/2002	0,880,708	04/19/2003	ISSUED
PRODUCT MERCHANDISING	29/174,156	01/13/2003	D486 018	02/03/2004	ISSUED
SHELF	27/174,130	01/13/2003	D+00,010	02/03/2004	ISSOLD
PRODUCT MERCHANDISING	29/174,186	01/13/2003	D485 714	01/27/2004	ISSUED
SHELF (Dynamic Ribbon Display	25,17,1,100	01,13,2003	100,711	01,27,2001	
with Straight Shelf)					
PRODUCT MERCHANDISING	29/174,169	01/13/2003	D485,460	01/20/2004	ISSUED
SHELF (Dynamic Ribbon Display			<b>_</b>		
with Contour Shelf)					
PRODUCT MERCHANDISING	29/174,168	01/13/2003	D485,713	01/27/2004	ISSUED
SHELF (Stair Step Contour Shelf with					
Ribbon)					
PRODUCT MERCHANDISING	29/174,158	01/13/2003	D485,459	01/20/2004	ISSUED
SHELF (Contour Shelf with Ribbon)					
PRODUCT MERCHANDISING	29/174,157	01/13/2003	D485,712	01/27/2004	ISSUED
SHELF (Shelf with Ribbon Contour in					
2 Direction)					
TRANSLUCENT PRODUCT	29/175,704	02/07/2003	D485,717	01/27/2004	ISSUED
HOLDING SHELF WITH					
INCLUSIONS					

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HOLDING SHELF WITH INCLUSIONS (oval shelf)  ARTICLE FOR HOLDING PRODUCTS IN AN UPSIDE DOWN ORIENTATION ON A PRODUCT MERCHANDISING UNIT TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT HOLDING SHELF WITH
ARTICLE FOR HOLDING PRODUCTS IN AN UPSIDE DOWN ORIENTATION ON A PRODUCT MERCHANDISING UNIT TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT  ### Comparison of the
PRODUCTS IN AN UPSIDE DOWN ORIENTATION ON A PRODUCT MERCHANDISING UNIT  TRANSLUCENT PRODUCT 29/175,705 02/07/2003 D485,718 01/27/2004 ISSUED OLD ORIGINAL PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED OLD ORIGINAL PRODUCT PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED OLD ORIGINAL PRODUCT 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED OLD ORIGINAL PRODUCT 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED
ORIENTATION ON A PRODUCT MERCHANDISING UNIT  TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 100
MERCHANDISING UNIT         29/175,705         02/07/2003         D485,718         01/27/2004         ISSUED           HOLDING SHELF WITH INCLUSIONS         29/175,700         02/07/2003         D485,716         01/27/2004         ISSUED           TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round)         29/175,684         02/07/2003         D485,715         01/27/2004         ISSUED           TRANSLUCENT PRODUCT         29/175,684         02/07/2003         D485,715         01/27/2004         ISSUED
TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED 01/27/2004 ISSUED
HOLDING SHELF WITH INCLUSIONS  TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round)  TRANSLUCENT PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED 01/27/2004 ISSUED
INCLUSIONS TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED
TRANSLUCENT PRODUCT HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 29/175,700 02/07/2003 D485,716 01/27/2004 ISSUED 02/07/2003 D485,715 01/27/2004 ISSUED
HOLDING SHELF WITH INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED
INCLUSIONS (Half-Round) TRANSLUCENT PRODUCT 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED
TRANSLUCENT PRODUCT 29/175,684 02/07/2003 D485,715 01/27/2004 ISSUED
HOLDING SHELE WITH
HOLDING SHIPL, MIIII
INCLUSIONS
TRANSLUCENT PRODUCT 29/175,683 02/07/2003 D486,331 02/10/2004 ISSUED
HOLDING SHELF WITH
INCLUSIONS (Rectangular)
PRODUCT MERCHANDISING 29/181,256 05/07/2003 D496,054 09/14/2004 ISSUED
DISPLAY UNIT (Ribbon Cooler)
PRODUCT HOLDING SHELF (oval 29/198,088 01/23/2004 D511,639 11/22/2005 ISSUED
shelf)
PRODUCT HOLDING COOLER 29/210,321 07/29/2004 D508,826 08/30/2005 ISSUED
(ICEPRO Unit)
REFRIGERATED PRODUCT   11/162,699   09/20/2005   7,444,825   11/04/2008   ISSUED
MERCHANDISING UNIT
PRODUCT MERCHANDISING 29/235,353   08/01/2005   D522,276   06/06/2006   ISSUED
RACK (Banana Rack)
PRODUCT MERCHANDISING   12/259,882   10/28/2008   8,020,714   09/20/2011   ISSUED
SYSTEM FOR WALK-IN DISPLAY
COOLERS AND THE LIKE
GLIDE SYSTEM WITH   12/418,468   04/03/2009   8,016,139   09/13/2011   ISSUED
ADJUSTABLE DIVIDERS AND
MODULAR FLOOR MEMBERS
METHOD AND APPARATUS FOR 09/334,350 06/16/1999 6,363,640 04/02/2002 LAPSE
CHANGING THE APPEARANCE OF
A DISPLAY MERCHANDISER
PRODUCT MERCHANDISING PROPOSED
SYSTEM

# **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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