

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gammill, Inc.		06/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BizCapital BIDCO I, L.L.C.		
Street Address:	909 Poydras Street		
Internal Address:	Suite 2230		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70112		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4581253	THE CHARM BY GAMMILL	
Registration Number:	4248522	BREEZE TRACK SYSTEM	
Registration Number:	3389056	PRECISIONSTITCH	
Registration Number:	3265104	STATLER STITCHER	
Registration Number:	3929411	GAMMILL VISION	
Registration Number:	3721612	CREATIVESTUDIO	
Registration Number:	2408816	GAMMILL	
CORRESPONDENCE DATA			
Fax Number:	3148548660		
<i>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.</i>			
Phone:	3148548600		
Email:	kji@carmodymacdonald.com		
Correspondent Name:	Kelly Iffrig		
Address Line 1:	120 S. Central Ave.		
Address Line 2:	Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Katherine Iffrig		
SIGNATURE:	//Katherine Iffrig//		

OP \$190.00 4581253

DATE SIGNED:	06/16/2017
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Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of June 13, 2017, by GAMMILL, INC., a Delaware corporation (the "*Grantor*"), in favor of and for the benefit of BIZCAPITAL BIDCO I, L.L.C., a Louisiana limited liability company (herein, together its successors and assigns in such capacity, the "*Lender*").

RECITALS

A. The Grantor and Michelle K. Weaver, as co-borrowers (collectively, the "*Borrowers*") have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") with Lender, pursuant to which the Lender has agreed to make a loan to the Borrowers subject to the terms and conditions set forth therein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

C. Pursuant to the terms of that certain Security Agreement executed by Grantor in favor of Lender dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and/or in the Loan Agreement and/or in the Security Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Debtor and Secured Party hereby agree as follows:

A. **Security Interest.** To secure payment and performance of the Obligations, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each 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;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (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 of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and

any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 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 of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”).

B. **Further Assurances.** This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Lender pursuant to the Loan Agreement and the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

C. **SBA Notice.** *As used in the following italicized notice, “the Loan” and “this Loan” each mean the Loan, “this document” and “this instrument” and “this lien” each mean this Agreement, “the Note” means the Note, “Lender” means Secured Party, “Borrower” means Borrowers, or either of them, and “Guarantor” means each and every Guarantor (as defined in the Loan Agreement).*

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will *be* construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor *may* claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[Signature page(s) follows.]

COUNTERPART SIGNATURE PAGE
to
PATENT AND TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

GAMMILL, INC.,
a Delaware corporation

By: 
Name: Michelle K. Weaver
Title: President

SCHEDULE 1

(Trademark Collateral)

US TRADEMARK REGISTRATION/SERIAL NO.	REGISTRATION DATE	DESCRIPTION	EST. RENEWAL DATE
Reg. #4581253	8/5/2014	The Charm By Gammill	8/5/2019
Reg. #4248522	11/27/2012	Breeze Track System	11/27/2017
Reg. #3389056	2/26/2008	PrecisionStitch	2/26/2023
Reg. #3265104	7/17/2007	Statler Stitcher	7/17/2022
Reg. #3929411	3/8/2011	Gammill Vision	3/8/2026
Reg. #3721612	12/8/2009	CreativeStudio	12/8/2024
Reg. #2408816	11/28/2000	Gammill	11/28/2025

Unregistered Trademarks:

“None” if none are listed.

SCHEDULE 2

Patent Collateral

US PATENT APPLN. NO.	US PATENT PUBLICATION NO.	US PATENT NO.	US APPLICATION FILE DATE	US PATENT ISSUE DATE	PATENT TITLE	ESTIMATED PATENT EXPIRATION DATE
12469353	20100294185	8297211	5/20/2009	10/30/2012	Method and Apparatus for Inertial Stitch Regulation	10/20/2031
14691022	20150299923	9567699	4/20/2015	2/14/2017	Swiveling Tablet Mount	4/20/2035
12694667	20100186646	None	1/27/2010		Stitch Quality Monitoring System	
14063315	20140122076	None	10/25/2013		Voice Command System for Stitchers	
14063393	20140122072	None	10/25/2013		Text-To-Speech System for Stitcher	
14522837	20160115631	None	10/24/2014		Pantograph Projection	
14689789	2015029922	None	4/17/2015		Ergonomic Pantograph Handles	
14690903	20150299924	None	4/20/2015		Stitching Mode Regulator	
15132600	20160305054	None	4/19/2016		Method to Automatically Control Thread Tension	
14833851	20160063892	None	3/3/2016		Stitching Teach Device	

Unregistered Patents: "None" if none are listed.