# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM475699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R.M. MFG., Co.		05/15/2018	Corporation: ILLINOIS

## **RECEIVING PARTY DATA**

Name:	Hanmi Bank	
Street Address:	3660 Wilshire Boulevard, PH-A	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90010	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3548038	CRYSTAL AVENUE

## CORRESPONDENCE DATA

Fax Number: 2134277768

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.

jane.seo@hanmi.com Email:

**Correspondent Name:** Jee Seo

Address Line 1: 3660 Wilshire Boulevard, PH-A Address Line 4: Los Angeles, CALIFORNIA 90010

NAME OF SUBMITTER:	Jee Seo
SIGNATURE:	/Jee Seo/
DATE SIGNED:	05/29/2018

## **Total Attachments: 12**

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> **TRADEMARK** REEL: 006391 FRAME: 0952

900452337

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as such agreement may be amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") made as of May 15, 2018 by R.M. MFG., Co., an Illinois corporation, with its principal place of business located at 7401 North Oak Park Avenue, Niles, IL 60714 (the "Borrower"), in favor of Hanmi Bank, with its principal place of business located at 6335 N. Western Avenue, Chicago, IL 60659 ("Lender").

## **RECITALS**

WHEREAS, pursuant to that certain loan and security agreement, dated as of the date hereof, by and among the Borrower and Lender thereto from time to time (as same may be amended, supplemented, restated, replaced, or modified from time to time, the "Loan Agreement")Lender has agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to a revolving line of credit (the "Hanmi Loan"); and

WHEREAS, it is a condition precedent to the obligation of Borrower and Lender to execute and perform under the Loan Agreement that Borrower shall have executed and delivered this Trademark Security Agreement; and

WHEREAS, Borrower acknowledges and agrees that, for the protection of its interest in the Collateral, it is beneficial to Borrower that Lender make the Hanmi Loan to Borrower, and thus, the Parties desire to set forth in this Trademark Security Agreement their respective rights and interests governing the Collateral.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the willingness of Borrower and the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Hanmi Loan to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

## 1. Defined Terms.

a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section references are to sections in this Trademark Security Agreement unless otherwise specified.

- b) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.
- c) Obligations means all present and future indebtedness of Borrower that may be incurred by Borrower from time to time, including, but not limited to, any negotiable instruments evidencing the same, all guaranties, debts, demands, monies, indebtedness, liabilities and obligations owed or to become owing, including principal, interest, premium (if any), fees, costs, expenses (including attorneys' fees), and other charges (including interest, premium, fees, costs, expenses, and other charges accruing after the filing of a petition by or against Borrower under the Bankruptcy Code or any similar federal or state statute, whether or not such interest, premium, fees, costs, expenses, and other charges are allowed), and all claims, rights, causes of action, judgments, decrees, remedies, or other obligations of any kind whatsoever and howsoever arising, whether voluntary, involuntary, absolute, contingent, direct, indirect, or by operation of law.
- 2. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Obligations under the Loan Agreement, Borrower hereby assigns and pledges to Lender and hereby grants to the benefit of the Lender, a continuing security interest in all of Borrower's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "Collateral"):
  - a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Exhibit A, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"):
  - b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Exhibit B attached hereto and made a part hereof, and the right

- to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by Borrower and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and
- c) the goodwill of Borrower's business connected with and symbolized by the Trademarks.
- 3. Restrictions on Future Agreements. Borrower agrees that until all the Obligations shall have been satisfied in full, and Borrower will not, without Lender's prior written consent, abandon any Trademark, except as would not have a material adverse effect, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark), which is inconsistent with Borrower's obligations under this Trademark Security Agreement, and Borrower further agrees that it will not take any action, or permit any action to be taken by any other persons to the extent that such persons are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to Lender under this Trademark Security Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.
- 4. New Trademarks. Borrower represents and warrants that the Trademarks and Licenses listed on Exhibit A and B constitute all of the significant trademarks, applications, trade names, service marks, service mark registrations and trademark registrations now owned and material license agreements entered into by Borrower. If, before the Obligations shall have been satisfied in full, the commitments of Lender to extend credit under Loan Agreement shall have been terminated, Borrower shall, after the date hereof, (i) obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark registrations, or trade names, (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, trademark licenses or trademark license renewals or (iii) enter into any new trademark license agreements, the provisions of paragraph 2 above shall automatically apply thereto, and Borrower shall give to the Lender prompt written notice thereof of all new trademark registrations and applications. Borrower hereby authorizes Lender to modify this Trademark Security Agreement by amending Exhibit A or B to include any future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations or license agreements that are the Trademarks or the Licenses, under paragraph 2 above or under this paragraph 4.
- 5. <u>Additional Representations and Warranties</u>. Borrower hereby represents, warrants, covenants and agrees that:
  - a) Except as otherwise provided or permitted herein or in the Loan Agreement, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks and Licenses shall continue in force. The Trademarks and Licenses are and shall continue to be free from any other lien in favor of any other person.

- b) It has the full right and power to grant the security interest in the Collateral made hereby.
- c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.
- d) So long as any Obligations remain outstanding under the Loan Agreement, the commitments of the Lender to extend credit under the Loan Agreement have not been terminated, it will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral except as otherwise contemplated or permitted hereby or by the Loan Agreement.
- e) Subject to any limitation stated therein or in connection therewith, all information furnished to Lender concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.
- f) To the best of Borrower's knowledge and belief following diligent inquiry, no infringement or unauthorized use presently is being made of any of the Trademarks or Licenses which has or may reasonably be expected to have, alone or in the aggregate, a material adverse effect. Borrower has advised Lender of the existence of material restrictions on the use of the Trademark and Licenses as may be contained in Borrower's franchise agreements and license agreements relating to the use of the Trademarks and Licenses.
- g) Borrower will not sell, assign or otherwise transfer any of its right, title or interest in any of the Collateral except as permitted by the Loan Agreement.

## 6. Royalties; Term.

- a) Borrower hereby agrees that any rights granted hereunder to Lender for the benefit of Lender with respect to all the Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Lender to Borrower.
- b) The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each of the Trademarks and Licenses subject to this Trademark Security Agreement, or (ii) the payment in full of the Obligations, the termination of the commitments of Lender to extend credit under the Loan Agreement, and the termination of Loan Agreement.
- 7. <u>Lender's Right to Inspect</u>. Lender shall have the right, at any time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's merchandise quality control processes upon reasonable notice and at such reasonable times and as often as may be reasonably requested. Borrower agrees (i) not to sell or assign its interest in, or grant any license

under, the Collateral without the prior written consent of Lender; and (ii) to maintain the quality of any and all merchandise in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise as of the date hereof.

- 8. Termination of Security Interest. This Trademark Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, the termination of the commitments of Lender to extend credit under Loan Agreement, and termination of Loan Agreement, Lender shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, releases or other instruments as may be necessary or proper to re-vest in Borrower (without recourse to or warranty by Lender) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to Loan Agreement.
- 9. <u>Duties of Borrower</u>. Borrower shall have the duty (i) to prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the obligations shall have been paid in full, (ii) to make applications on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, trademark registrations, service marks, and service mark registrations, that are part of the Trademarks except, in the case of (i) or (iii), where the failure to do so would not have or be reasonably expected to have a material adverse effect. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Borrower shall not abandon any right to file a trademark application in the United States or any pending trademark application in any country without the prior written consent of Lender except as would not have or be reasonably expected to have a material adverse effect. If Borrower fails to comply with any of the foregoing duties, Lender shall have the right (but shall not be obligated) to do so in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including the fees and disbursements of counsel incurred by Lender in protecting. defending and maintaining the Collateral. In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all monies so paid out shall be Obligations of Borrower repayable on demand, together with interest at the fluctuating rate under the Loan Agreement.
- 10. Lender's Right to Sue. From and after the occurrence and during continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name for its own benefit to enforce the Trademarks and Licenses, and if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender pursuant to the terms of Loan Agreement.

- 11. <u>Waivers</u>. No course of dealing among Borrower and Lender, and no failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under Loan Agreement 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 the exercise of any other right, power or privilege.
- 12. Cumulative Remedies; Power of Attorney; Effect On Other Agreements. All of the Lender's rights and remedies with respect to the Collateral, whether established hereby. by the Loan Agreement, by the Collateral, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default and the giving by Lender of written notice to Borrower of Lender's intention to enforce its right and claims against Borrower, Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Collateral, or (ii) take any other actions with respect to the Collateral as Lender deems in the best interest of Lender or (iii) grant or issue any exclusive or nonexclusive license under the Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby). Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been paid in full, the commitments of Lender to extend credit under Loan Agreement have been terminated and Hanmi Loan has been terminated. Borrower acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender and under Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies 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 Collateral may be located. Recourse to security will not be required at any time.
- 13. <u>Binding Effect; Benefits</u>. This Trademark Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower.
- 14. <u>Expenses</u>. Borrower shall upon written demand pay to Lender the amount of any and all expenses, including the fees and disbursements of its counsel and of any experts and agents.
- 15. <u>Amendments, Etc.</u> No amendment or waiver of any provision of this Trademark Security Agreement nor consent to any departure by Borrower here from shall in any event be

- effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 16. <u>Notices</u>. All notices and other communications provided for hereunder shall be given in the manner set forth in Loan Agreement and to the addresses first above written or, as to each party, at such other address as may be designated by such party in a written notice to the other party.
- 17. Applicable Law; Severability. This Trademark Security Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of California. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Trademark Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Trademark Security Agreement.
- 18. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, LOAN AGREEMENT OR ANY NOTE OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY NOTE OR ANY OF THE OTHER LOAN DOCUMENTS FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS SPECIFIED ON THE FIRST PAGE HEREOF, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. ALL PARTIES IRREVOCABLY WAIVES (A) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT. LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND (B) ANY OBJECTION (INCLUDING WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, LOAN AGREEMENT OR ANY OTHER

LOAN DOCUMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

- 19. Waiver of Notice, Hearing and Bond. BORROWER WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY LENDER OF ITS RIGHTS, FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. BORROWER WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF LENDER IN CONNECTION WITH THE JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF LENDER OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER PRELIMINARY OR PERMANENT INJUNCTION, THIS TRADEMARK SECURITY AGREEMENT.
- 20. <u>Advice of Counsel</u>. BORROWER REPRESENTS TO LENDER THAT IT HAS DISCUSSED THIS TRADEMARK SECURITY AGREEMENT WITH ITS ATTORNEYS.
- 21. <u>Governing Provisions</u>. To the extent any provisions of this Trademark Security Agreement are inconsistent with any provisions in Loan Agreement, the provisions of this Trademark Security Agreement shall govern.
- 22. <u>Section Titles</u>. The section titles herein are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions hereof.

STATE OF ILLINOIS  ) Ss COUNTY OF COOK )
On 5/18/18, before me, Fatima Mutalibov, a Notary Public, personally appeared Donald W. Cim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  "OFFICIAL SEAL" Fatima Mutalibov Notary Public, State of Illinois My Commission Expires 09-24-2018
STATE OF ILLINOIS ) COUNTY OF COOK )
On
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Notary Public

**IN WITNESS WHEREOF**, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

**R.M.** MFG., CO., an Illinois Corporation

By: Donald W Sim
Name: 2 - Color T

Attest:

Agreed and accepted to as of the date first above written:

HANMI BANK,

a California corporation

Name: Linda (Kim)
Title: FV.P. R.M.

## **EXHIBIT A**

Word Mark

**CRYSTAL AVENUE** 

Goods and Services

IC 014. US 002 027 028 050. G & S: Beads for use in the manufacture of jewelry; Bracelets; [Bronze jewelry;] Brooches; Charms; Costume jewelry; [Diamond jewelry;] Gemstone jewelry; Identification bracelets; Jewelry and imitation jewelry; Jewelry boxes; Jewelry boxes not of metal; Jewelry boxes of metal; Jewelry boxes of metal; Jewelry cases, Jewelry cases, Jewelry cases of precious metal; Jewelry cases; Jewelry cases, Jewelry, namely, precious metal plated real leaves and flowers; Jewelry cases, Jewelry, namely, precious metal plated real leaves and flowers; Lapel pins; Leather jewelry ard accessory boxes; Metal wire for use in the making of jewelry, namely, precious metal; Jewelry pins for use on hats; Jewelry ing holders; [Jewelry to be affixed to bikinis;] Jewelry watches; Jewelry namely, precious metal plated real leaves and flowers; Lapel pins; Leather jewelry ard accessory boxes; Metal wire for use in the making of jewelry, namely, precious metal;] Jewelry pins for use on hats; Jewelry ring holders; [Jewelry to be affixed to bikinis;] Jewelry watches; Jewelry namely, precious metal;] Jewelry pins for use on hats; Jewelry cases of precious metal;] J Watches, clocks, jewelry and imitation jewelry. FIRST USE: 20080105. FIRST USE IN COMMERCE: 20080105

IC 035. US 100 101 102. G & S: [Retail jewelry stores; wholesale stores featuring jewelry]. FIRST USE: 20080105. FIRST USE IN COMMERCE: 20080105

Standard Characters Claimed

Mark Drawing (4) STANDARD CHARACTER MARK

Serial Number 77372184 Filing Date

January 15, 2008

Current Basis 1A Original Filing 1B Basis

Published for Opposition

July 15, 2008

Change In Registration

CHANGE IN REGISTRATION HAS OCCURRED

Registration

3548038

Number Registration

December 16, 2008

Date Owner

(REGISTRANT) R.M. Mfg. Co. CORPORATION ILLINOIS 7401 N. Oak Park Ave. Niles ILLINOIS 60714

Attorney of

Edward E. Clair

Record

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CRYSTAL" APART FROM THE MARK AS SHOWN

Disclaimer

Type of Mark TRADEMARK. SERVICE MARK

Register

PRINCIPAL Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20180123.

Renewal

1ST RENEWAL 20180123

Live/Dead Indicator

LIVE

# EXHIBIT B

None

TRADEMARK REEL: 006391 FRAME: 0965

**RECORDED: 05/29/2018**