

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astrobotic Technology, Inc.		03/15/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Urban Redevelopment Authority of Pittsburgh		
Also Known As:	URA		
Street Address:	200 Ross Street		
Internal Address:	12th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Redevelopment Authority: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5426142	ASTROBOTIC	
Registration Number:	5426143		
CORRESPONDENCE DATA			
Fax Number:	4122556617		
<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:	4122556651		
Email:	tpowell@ura.org		
Correspondent Name:	Tynishia Powell, Esq.		
Address Line 1:	200 Ross Street		
Address Line 2:	12th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Tynishia Powell, Esq.		
SIGNATURE:	/Tynishia Powell/		
DATE SIGNED:	03/22/2019		
Total Attachments: 12			
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source=Astrobotic_Technology_Inc._IP_Security_Agreement#page2.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Astrobotic Technology, Inc.

- Individual(s)
- Partnership
- Corporation- State: PA, USA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 15, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Urban Redevelopment Authority of Pittsburgh

Street Address: 200 Ross Street, 12th Floor

City: Pittsburgh

State: PA

Country: Allegheny Zip: 15219

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Red. Authority Citizenship PA, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

5426142; 5426143

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5426142- The standard character mark, "Astrobotic"; 5426143 -The design mark which consists of an incomplete square resembling a runway with a wide bottom, narrowing sides, and no top

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Assistant Counsel

Internal Address: Urban Redevelopment Authority of Pittsburgh

Street Address: 200 Ross Street, 12th Floor

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412-255-6651

Docket Number: _____

Email Address: tpowell@utsa.org

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

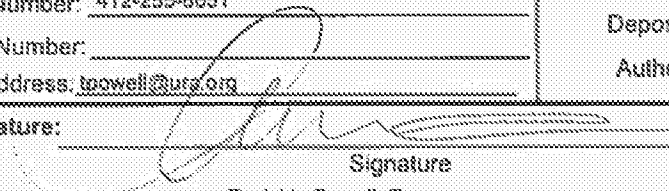
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

03/22/2019

Date

Tynishia Powell, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") effective this 5 day of March, 2019, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 200 Ross Street, Pittsburgh, Pennsylvania 15219 ("Lender") and ASTROBOTIC TECHNOLOGY, INC., a Pennsylvania corporation with an address of 2515 Liberty Avenue, Pittsburgh, Pennsylvania 15222 ("Grantor"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to a certain Loan Agreement of even date herewith between Lender and Grantor (the "Loan Agreement"), Lender has agreed to make a loan to Grantor, and Grantor has executed and delivered to Lender, a promissory Note dated the date hereof from Borrower to the URA in the original principal amount of \$500,000.00 (the "Note"), together with interest and costs as provided in the Note, lawful money of the United States of America, payable in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference;

WHEREAS, it is a condition precedent to (a) the effectiveness of the Loan Agreement, the Note, and the other agreements, instruments and other documents executed in connection therewith (collectively, and including this Agreement, the "Loan Documents") and (b) the obligations of Lender to make the loan evidenced by the Note (the "Loan"), that Grantor shall have executed and delivered this Agreement to Lender; and

WHEREAS, Lender and Grantor, in order to secure Lender's right to, and interest in, the Collateral (hereinafter defined), enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the Grantor states and agrees as follows:

1. RECITALS & DEFINITIONS.

(a) The recitals set forth above are incorporated by reference as if fully set forth at length herein.

(b) All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement and/or Loan Documents.

(c) The following terms which are defined in the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania on the date hereof (the "UCC") are used herein as so defined: Accessions, Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Payment Intangibles, Proceeds, and Supporting Obligations.

2. GRANT OF SECURITY INTEREST IN COLLATERAL.

(a) Grant of Security Interest. Grantor here by grants Lender a security interest in all of such Grantor's right, title, and interest in and to all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's obligations under the Loan Agreement and Note.

(b) Collateral. To secure the prompt payment and performance in full when due, whether by maturity, lapse of time, acceleration, mandatory prepayment, or otherwise, of the Note, Grantor hereby assigns, grants, and conveys to Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to the following:

- i. all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for any applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;
- ii. all United States patents, patent applications, including, without limitation, provisional and non-provisional applications, each issued patent and patent application identified on Schedule 1, (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or

future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, any foreign equivalents and improvements thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

iii. all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other 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, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

iv. any and all Proceeds of the foregoing.

(c) Grantor and Lender hereby acknowledge and agree that the security interests created hereby in the Collateral constitute continuing collateral security for the Note, respectively, whether now existing or hereafter arising.

(d) Notwithstanding anything to the contrary stated herein, Lender agrees that for payment of the obligations existing under the Note, it will look solely to the Collateral or such other collateral, if any, it may now or hereafter be given to secure the payment of the Note, and no other assets of Grantors shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Lender.

3. ACCOUNTS.

To the extent that any Collateral consists of Accounts, and anything herein to the contrary notwithstanding, Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. Lender shall not have any obligation or liability under any Account by reason of or arising out of this Agreement or the receipt by Lender of any payment relating to such Account pursuant hereto, nor shall Lender be obligated in any manner to perform any of the obligations of Grantor under or pursuant to any Account, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Lender, in its own name or in the name of others, may communicate with account debtors on the Accounts to verify with them to Lender's satisfaction the existence, amount and terms of any Accounts.

4. REPRESENTATIONS AND WARRANTIES.

Grantor hereby represents and warrants to the Lender as of the date hereof:

(a) Recordation. Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

(b) Security Interest/Priority. This Agreement creates a valid security interest in favor of Lender in the Collateral and, when properly perfected by filing or otherwise, shall constitute a valid priority, perfected security interest in the Collateral, to the extent such security interest can be perfected by filing or otherwise under the UCC, Copyright Act (17 U.S.C. §§ 101, et seq.), Lanham Act (15 U.S.C. §§ 1051, et seq.), and America Invents Act (35 U.S.C. §§ 1, et seq.), free and clear of all other liens.

(c) Accounts. To the extent that any Collateral consists of Accounts and with respect to the Accounts of the Grantor: (i) the amount of each Account as shown on Grantor's books and records, and on all invoices and statements which may be delivered to Lender with respect thereto, is due and payable to Grantor and is not in any way contingent; and (ii) Grantor has made no agreement with any account debtor for any deduction from any Account except as set forth in the Loan Agreement between Grantor and Lender dated the date hereof.

5. COVENANTS.

Grantor covenants that, so long as any outstanding balance remains on the Note, the Grantor shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other parties claiming an interest therein and keep the Collateral free from all liens. Lender does not authorize Grantor to, and Grantor shall not, sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein, except as permitted hereunder or under the Note or Loan Agreement.

(b) Preservation of Collateral. Keep the Collateral in good order, condition, and repair and not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation, and/or ordinance.

(c) Inspection. Upon reasonable notice, and during reasonable hours, at all times allow Lender or its representatives to visit and inspect the Collateral.

(d) Filing of Financing Statements, Notices, etc. Grantor hereby authorizes Lender to prepare and file such financing statements, or renewals, amendments or supplements thereto, as Lender may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, United States Copyright Office, and United States Patent and Trademark Office. Grantor shall also execute and deliver to Lender such agreements, assignments, or instruments as Lender may reasonably request and do all such other things as Lender may reasonably deem necessary or appropriate to assure and

perfect to Lender its security interests hereunder and to comply with applicable laws. Grantor agrees to mark its books and records to reflect the security interest of Lender in the Collateral.

(e) Treatment of Accounts. To the extent that any Collateral consists of Accounts, (i) not extend the time for payment of any Account, or compromise or settle any Account for less than the full amount thereof, or release any person or property, in whole or in part, from payment thereof, or allow any credit or discount thereon, other than as normal in the ordinary course of Grantor's business and (ii) maintain at its principal place of business a record of Accounts consistent with customary business practices.

6. EVENTS OF DEFAULT.

The occurrence of an event of default continuing beyond the applicable notice and cure period by Borrower under the Note, Loan Agreement, and/or this Security Agreement shall constitute an "Event of Default" hereunder. In addition, the breach by Grantor of any representation, warranty, or covenant hereunder that remains unremedied for a period of more than thirty (30) days shall constitute an "Event of Default" hereunder.

7. REMEDIES.

(a) General Remedies. Upon the occurrence and continuation of an Event of Default, Lender shall have, in addition to the rights and remedies provided herein, in any other Loan Document, or by law, the rights and remedies of a secured party under the UCC, Copyright Act (17 U.S.C. §§ 101, et seq.), Lanham Act (15 U.S.C. §§ 1051, et seq.), and America Invents Act (35 U.S.C. §§ 1, et seq.).

(b) Nonexclusive Nature of Remedies. The rights and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right or remedy which Lender may have.

(c) Retention of Collateral. Lender may, after complying with the UCC, Copyright Act (17 U.S.C. §§ 101, et seq.), Lanham Act (15 U.S.C. §§ 1051, et seq.), and America Invents Act (35 U.S.C. §§ 1, et seq.) and all other applicable laws, accept or retain the Collateral in satisfaction of the Note. Unless and until Lender shall have provided any notices required by law, however, Lender shall not be deemed to have retained any Collateral in satisfaction of the Note for any reason.

8. CONTINUING AGREEMENT.

This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as an outstanding balance remains on the Note. Upon indefeasible payment in full of the Note, this Agreement shall automatically terminate and Lender shall, within FIVE (5) business days, promptly release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents required to evidence such termination. Notwithstanding the foregoing, all releases and indemnities provided hereunder shall survive termination of this Agreement.

9. SUCCESSORS IN INTEREST.

This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

10. GOVERNING LAW.

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.

11. SEVERABILITY.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

12. SURVIVAL.


All representations and warranties of Grantor hereunder shall survive (i) the execution and delivery of this Agreement and the Note, and (ii) the making of the Loan.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

WITNESS:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:

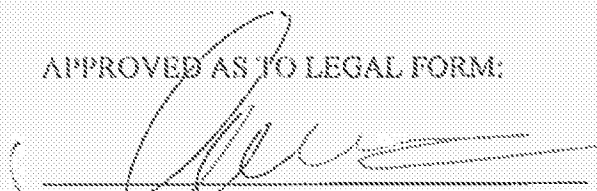


Assistant Secretary

By: 

Robert Rubinstein
Executive Director

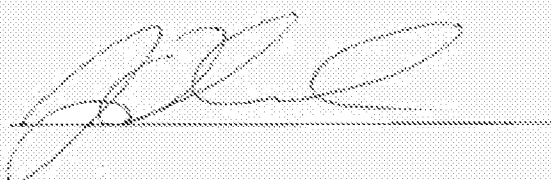
APPROVED AS TO LEGAL FORM:




Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS:

ASTROBOTIC TECHNOLOGY, INC.



By: 

Name: Silvia Thornton
Title: CEO

United States of America

United States Patent and Trademark Office

ASTROBOTIC

Reg. No. 5,426,142

Registered Mar. 20, 2018

Int. Cl.: 9, 12, 39, 42

Service Mark

Trademark

Principal Register

Astrobotic Technology, Inc. (PENNSYLVANIA CORPORATION)
2515 Liberty Avenue
Pittsburgh, PENNSYLVANIA 15222

CLASS 9: Robotics and robotic systems comprised primarily of robots, operating software, and communication systems, namely, software defined radio for establishing communications protocols, antennas, transmitters, receivers, satellites, network routers, wireless local area networking connections and access points for lunar payloads, and modems and electric or electronic sensors for altitude, attitude and rates, velocity and rates, terrain relative navigation, orbital parameters, surface location, and impulse; tactical robots, tactical robots for payloads, communication, and navigation systems for relaying data and/or communications between the Earth and a location in space; avionic sensor systems, namely, navigation systems

FIRST USE 12-7-2007; IN COMMERCE 12-7-2007

CLASS 12: Robotic transport vehicles; aerospace vehicles, namely, spacecraft; space vehicles, namely, landers, lunar landers, shuttles, and rovers; land and space vehicles for delivering payloads and lunar payloads

FIRST USE 12-7-2007; IN COMMERCE 12-7-2007

CLASS 39: Commercial transportation of space payloads of others

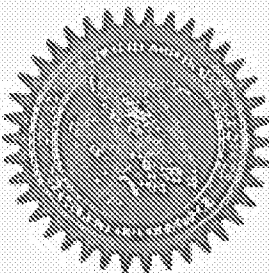
FIRST USE 12-7-2007; IN COMMERCE 12-7-2007

CLASS 42: engineering and consulting services in the field of robotics; engineering and consulting services in the field of lunar and planetary infrastructure; technical consultation and research in the field of aerospace engineering; aerospace engineering, namely, development and deployment of robots and instrumentation for lunar and space exploration; conducting scientific research and compiling data for research in the field of lunar and space exploration

FIRST USE 12-7-2007; IN COMMERCE 12-7-2007

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-375,757, FILED 03-17-2017



Andrew K. ...

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

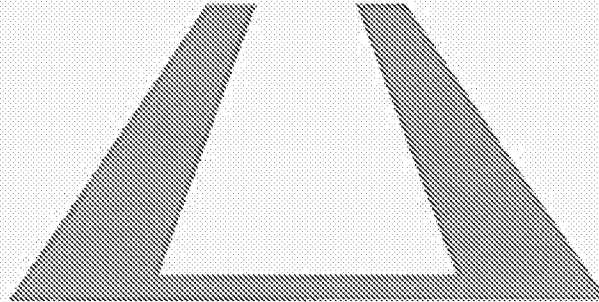
***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office



Reg. No. 5,426,143

Registered Mar. 20, 2018

Int. Cl.: 9, 12, 39, 42

Service Mark

Trademark

Principal Register

Astrobotic Technology, Inc. (PENNSYLVANIA CORPORATION)
2515 Liberty Avenue
Pittsburgh, PENNSYLVANIA 15222

CLASS 9: Robotics and robotic systems comprised primarily of robots, operating software, and communication systems, namely, software defined radio for establishing communications protocols, antennas, transmitters, receivers, satellites, network routers, wireless local area networking connections and access points for lunar payloads, and modems and electric or electronic sensors for altitude, attitude and rates, velocity and rates, terrain relative navigation, orbital parameters, surface location, and impulse; tactical robots, tactical robots for payloads, communication, and navigation systems for relaying data and/or communications between the Earth and a location in space; avionic sensor systems, namely, navigation systems

FIRST USE 4-4-2011; IN COMMERCE 4-4-2011

CLASS 12: Robotic transport vehicles; aerospace vehicles, namely, spacecraft; space vehicles, namely, landers, lunar landers, shuttles, and rovers; land and space vehicles for delivering payloads and lunar payloads

FIRST USE 4-4-2011; IN COMMERCE 4-4-2011

CLASS 39: commercial transportation of space payloads of others

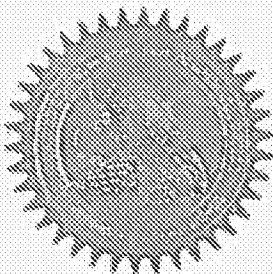
FIRST USE 4-4-2011; IN COMMERCE 4-4-2011

CLASS 42: engineering and consulting services in the field of robotics; engineering and consulting services in the field of lunar and planetary infrastructure; technical consultation and research in the field of aerospace engineering; aerospace engineering, namely, development and deployment of robots and instrumentation for lunar and space exploration; conducting scientific research and compiling data for research in the field of lunar and space exploration

FIRST USE 4-4-2011; IN COMMERCE 4-4-2011

The mark consists of an incomplete square resembling a runway, with a wide bottom, narrowing sides, and no top.

SER. NO. 87-375,785, FILED 03-17-2017



Andrei Iancu
Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION
WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*
What and When to File:

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.