

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloem, LLC		12/16/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	2301 W. Big Beaver Rd		
Internal Address:	Suite 525		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5178920	BLOEM BAGZ	
Registration Number:	4788887	BLOOMBAGZ!	
Registration Number:	4727537	BLOOMBAGZ	
Registration Number:	4763212	AMERICAN DESIGNER POTTERY	
Serial Number:	86687853	BLOEM	
Serial Number:	86687846	BLOEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3132233009		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Rachel Wolock		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	018792-00073		
NAME OF SUBMITTER:	Rachel Wolock		

CH \$165.00 5178920

SIGNATURE:	/Rachel Wolock/
DATE SIGNED:	01/09/2020
Total Attachments: 7 source=009-Intellectual Property Security Agreement#page1.tif source=009-Intellectual Property Security Agreement#page2.tif source=009-Intellectual Property Security Agreement#page3.tif source=009-Intellectual Property Security Agreement#page4.tif source=009-Intellectual Property Security Agreement#page5.tif source=009-Intellectual Property Security Agreement#page6.tif source=009-Intellectual Property Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of December 16, 2019, is made by **Bloem, LLC**, a Michigan limited liability company (the "Grantor") in favor of **Chemical Bank, a division of TCF National Bank** (the "Secured Party").

Grantor and Secured Party have entered into a Credit and Security Agreement dated on or about the date of this IP Security Agreement (as amended, the "Credit and Security Agreement").

Under the terms of the Credit and Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

1.4 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Secured Party. Upon the Secured Party's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Secured Party's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If the Grantor (i) becomes aware of any existing IP Collateral of which the Grantor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor must give to Secured Party prompt written notice thereof. The Grantor hereby authorizes Secured Party to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Secured Party's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Secured Party's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit and Security Agreement, which is hereby incorporated by reference. The provisions of the Credit and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit and Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

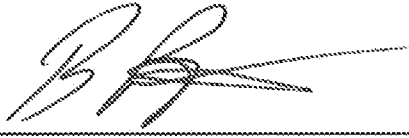
BLOEM, LLC

By: 
Daniel M. Helmholdt, Manager

Address for Notices: Bloem, LLC
3301 Hudson Trail
P.O. Box 583
Hudsonville, MI 49426

AGREED TO AND ACCEPTED:

CHEMICAL BANK, A DIVISION OF TCF NATIONAL BANK

By: 
Ben Pugliesi, Senior Vice President

Address for Notices: Chemical Bank, a division of TCF National
Bank
2301 W. Big Beaver Rd., Suite 525
Troy, MI 48084
Attention: Margaret Dunham
Telephone: (248) 269-5089
Email:
Margaret.dunham@chemicalbank.com

SCHEDULE 1 - PATENTS

PATENTS				
Owner	Title	Jurisdiction	Patent No.	Date
Bloem, LLC	PLANTER	USA	D514,018	January 31, 2006
Bloem, LLC	PLANTER	USA	D513,206	December 27, 2005
Bloem, LLC	PLANTER	USA	D512,339	December 6, 2005
Bloem, LLC	PLANTER	USA	D754,559	April 26, 2016
Bloem, LLC	RAILING MOUNTABLE PLANT POT	USA	D710,245	August 5, 2014

SCHEDULE 2 - TRADEMARKS

TRADEMARKS				
OWNER	MARK	JURISDICTION	App. No. Reg. No.	App. Date: Reg. Date:
Bloem, LLC		USA	Reg. No. 5178920	Reg. Date: Apr. 11, 2017
Bloem, LLC		USA	Reg. No. 4788887	Reg. Date: Aug. 11, 2015
Bloem, LLC	bloem	USA	App. No. 86687853	App. Date: July 9, 2015
Bloem, LLC	BLOEM	USA	App. No. 86687846	App. Date: July 9, 2015
Bloem, LLC	BLOOMBAGZ	USA	Reg. No. 4727537	Reg. Date: April 28, 2015
Bloem, LLC	AMERICAN DESIGNER POTTERY	USA	Reg. No. 4763212	Reg. Date June 30, 2015

SCHEDULE 3 – COPYRIGHTS

None.