

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rob Nelson Company		10/22/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Sarah Clotfelter		
Street Address:	2943 NE 18th Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97212		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87902841	ROGO	
Registration Number:	1962380	BOLLOX	
CORRESPONDENCE DATA			
Fax Number:	5032246148		
<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:	5032245560		
Email:	matt.reitel@bhlaw.com		
Correspondent Name:	Matthew B. Reitel		
Address Line 1:	805 Southwest Broadway		
Address Line 2:	Suite 1900		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	015120-0001		
NAME OF SUBMITTER:	Matthew B. Reitel		
SIGNATURE:	/mbr/		
DATE SIGNED:	01/16/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT
(The Rob Nelson Company)

BETWEEN: The Rob Nelson Company, a Washington corporation ("Company");

AND: Sarah Clotfelter ("Secured Party").

DATED: October 22, 2019.

RECITALS

As required by the terms of that certain "General Judgment of Dissolution of Marriage (Stipulated); Money Awards" for Case No. 18DR08331 (the "Judgment") between Secured Party and Robert C. Nelson ("Mr. Nelson"), the Company and Secured Party entered into a certain "Security Agreement" of even date herewith (the "Security Agreement"), pursuant to which the Company has granted a security interest to the Secured Party in all assets of the Company as security for (i) Mr. Nelson's obligations under the Judgment, and (ii) certain other "Obligations" defined and described in the Security Agreement.

Pursuant to the terms of the Security Agreement, the Company was required to execute and deliver to the Secured Party this Trademark Security Agreement for recording with the United States Patent and Trademark Office in order to provide public record notice of Secured Party's security interest in and to the Trademark Collateral.

AGREEMENT

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As set forth in greater detail in the Security Agreement, the Company has granted to Secured Party, for Secured Party's benefit, a security interest in all assets of the Company, which include, without limitation, the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

a. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, service marks, logos, other source or business identifiers, designs, and general intangibles of like nature, and all common law rights, goodwill, and registrations and applications for any of the foregoing, which the Company uses, sells, or licenses in connection with any goods and related merchandise (collectively, the "Trademarks"), including: (i) the trademark registrations and applications and unregistered trademarks listed on Exhibit A, including all common law rights in connection with the use of any of the foregoing and any derivations or modifications of any of the foregoing; (ii) all extensions and renewals of any of the foregoing; (iii) all of the goodwill and business in connection with the use of and symbolized by the foregoing; (iv) the right to sue for past, present, and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and other proceeds from suit;

b. Any and all agreements, licenses, and covenants providing for or granting any right, title, or interest in or to the Trademarks, or otherwise providing for a covenant not to sue for or permitting co-existence with the Trademarks (whether the Company is licensee or licensor under such agreement), including, without limitation, each agreement listed on Exhibit B; and

c. All proceeds and products of the Trademark Collateral described in Paragraphs 1.a and 1.b above.

2. **OBLIGATIONS SECURED.** The obligations secured by this Trademark Security Agreement are the “Obligations” defined and described in the Security Agreement.

3. **SECURITY AGREEMENT CONTROLS.** This Trademark Security Agreement has been made for the sole purpose of recording with the United States Patent and Trademark Office to provide public record notice of the security interest granted to Secured Party in and to the Trademark Collateral pursuant to the Security Agreement. The Company hereby acknowledges and affirms that: (a) Secured Party’s rights and remedies with respect to the security interest in and to the Trademark Collateral recorded under this Trademark Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein; (b) the Trademark Collateral constitutes only a portion of the collateral covered by the Security Agreement; and (c) this Trademark Security Agreement shall in no event amend, modify, or supersede the Security Agreement. If any provision of this Trademark Security Agreement conflicts with the terms of the Security Agreement or the Judgment, then the terms and provisions of the Security Agreement and/or Judgment, as applicable, will control and the terms of this Trademark Security Agreement shall be amended to conform to the terms of such controlling agreements.

4. **APPLICABLE LAW.** This Trademark Security Agreement will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice- or conflict-of-law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oregon. Jurisdiction and venue for any legal proceeding shall be in a court of competent jurisdiction located in Multnomah County, Oregon.

5. **MODIFICATION.** This Trademark Security Agreement may not be amended or modified except by written agreement executed by both parties.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures are set forth on the following page.]

EXECUTED as of the date first listed above.

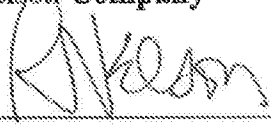
Company:

The Rob Nelson Company

By: _____

Name: Robert Nelson

Title: President



Secured Party:

Sarah Clotfelter

EXECUTED as of the date first listed above.

Company:

The Rob Nelson Company

Secured Party:

Sarah Clotfelter

By: _____

Name: Robert Nelson

Title: President



EXHIBIT A

Trademarks

Trademark Applications and Registrations

Registration/ Serial Number	Mark Description	Status	Jurisdiction
87902841	“ROGO”	Pending	United States
1962380	“BOLLOX”	Registered	United States

EXHIBIT B

Agreements

The License Agreement dated July 16, 2010, as amended, between The Rob Nelson Company, Big League Chew Properties, LLC, Ford Gum & Machine Company, Inc., and Associated International Marketing, Inc.