

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big League Chew Properties, LLC		10/22/2019	Limited Liability Company: OREGON
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: 22			
Property Type	Number	Word Mark	
Serial Number:	88169105	BLC	
Serial Number:	88326898	BLC	
Serial Number:	88326889	BLC BLC	
Serial Number:	88326879	BLC BLC	
Serial Number:	88326868	BLC BLC	
Serial Number:	88326849	BLC 16	
Serial Number:	88171266	BLC	
Serial Number:	88171373		
Serial Number:	88171040	BLC	
Serial Number:	88088839	LET'S CHEW TWO!	
Registration Number:	3320762	BIG LEAGUE BUBBLE GUM	
Registration Number:	3261816	GROUNDBALL GRAPE	
Registration Number:	2855185	THE FUN ONE	
Registration Number:	3962342	BIG LEAGUE CHEW	
Registration Number:	3472173	WILD PITCH WATERMELON	
Registration Number:	3871658	SINGLES	
Registration Number:	3613062	PLAY HARD HAVE FUN	
Registration Number:	2251966	THE BALLPLAYERS' BUBBLE GUM	
Registration Number:	2913405	THE BALLPLAYER'S CHOICE	
TRADEMARK			

OP \$565.00 88169105

Property Type	Number	Word Mark
Registration Number:	2232754	CHEW SMART
Registration Number:	1262578	BIG LEAGUE CHEW
Registration Number:	1254665	BIG LEAGUE CHEW

CORRESPONDENCE DATA

Fax Number: 5032246148
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.
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: 7
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TRADEMARK SECURITY AGREEMENT
(Big League Chew Properties, LLC)

BETWEEN: Big League Chew Properties, LLC, an Oregon limited liability company ("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 the "Big League Chew" brand or otherwise uses, sells, or licenses in connection with the sale of gum, confections, 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.

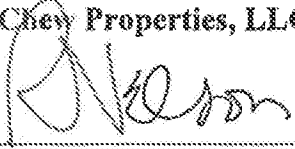
EXECUTED as of the date first listed above.

Company:

Big League Chew Properties, LLC

Secured Party:

Sarah Clotfelter

By: 

Name: Robert Nelson

Title: Member

EXECUTED as of the date first listed above.

Company:

Big League Chew Properties, LLC

Secured Party:

Sarah Clotfelter

By: _____

Name: Robert Nelson

Title: Member

 _____

EXHIBIT A

Trademarks

Big League Chew Brand Trademark Applications and Registrations

Registration/ Serial Number	Mark Description	Status	Jurisdiction
88169105	“BLC” and design	Pending	United States
88326898	“BLC” and design	Pending	United States
88326889	“BLC BLC” and design	Pending	United States
88326879	“BLC BLC” and design	Pending	United States
88326868	“BLC BLC” and design	Pending	United States
88326849	“BLC 16” and design	Pending	United States
88171266	“BLC” and design	Pending	United States
88171373	Design	Pending	United States
88171040	“BLC” and design	Pending	United States
88088839	“LET’S CHEW TWO!”	Pending	United States
3320762	“BIG LEAGUE BUBBLE GUM”	Registered	United States
3261816	“GROUNDBALL GRAPE”	Registered	United States
2855185	“THE FUN ONE”	Registered	United States
3962342	“BIG LEAGUE CHEW”	Registered	United States
3472173	“WILD PITCH WATERMELON”	Registered	United States
3871658	“SINGLES”	Registered	United States
3613062	“PLAY HARD HAVE FUN”	Registered	United States
2251966	“THE BALLPLAYERS’ BUBBLE GUM”	Registered	United States
2913405	“THE BALLPLAYERS’ CHOICE”	Registered	United States
2232754	“CHEW SMART”	Registered	United States
1262578	“BIG LEAGUE CHEW”	Registered	United States
1254665	“BIG LEAGUE CHEW”	Registered	United States
0000986323	“BIG LEAGUE CHEW”	Registered	Italy
0001465469	“BIG LEAGUE CHEW” stylized	Registered	Italy
10880683	“BIG LEAGUE CHEW”	Registered	China
10880684	“BIG LEAGUE CHEW”	Registered	China
5521852	“BIG LEAGUE CHEW”	Registered	Japan
1034146	“BIG LEAGUE CHEW”	Registered	Germany
1694773	“BIG LEAGUE CHEW”	Registered	France
1871450	“BIG LEAGUE CHEW”	Registered	Mexico
471786	“BIG LEAGUE CHEW”	Registered	Canada
4009622030000	“BIG LEAGUE CHEW”	Registered	Korea

Big League Chew Brand Unregistered Trademarks

Mark Description

“CURVEBALL COTTON CANDY”

“OUTTA HERE ORIGINAL”

“SWINGIN’ SOUR APPLE”

“HOWLIN’ ORIGINAL”

“GRUESOME ORIGINAL”

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.