# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559908

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| **SUBMISSION TYPE:** | RESUBMISSION |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |
| **RESUBMIT DOCUMENT ID:** | 900522191 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Gary Beall Enterprises, LLC | | 11/05/2019 | Limited Liability Company: MISSISSIPPI |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | CoBank, ACB |
| **Street Address:** | 6340 S. Fiddlers Green Circle |
| **City:** | Greenwood Village |
| **State/Country:** | COLORADO |
| **Postal Code:** | 80111 |
| **Entity Type:** | a federally chartered instrumentality: UNITED STATES |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4577812 | TRUE COTTON |

**CORRESPONDENCE DATA**

**Fax Number:** 6127661600

***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:** 612-766-6911
**Email:** susan.carlson@faegrebd.com
**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP
**Address Line 1:** 90 South 7th St Ste 2200
**Address Line 4:** Minneapolis, MINNESOTA 55402

| | |
|---|---|
| **NAME OF SUBMITTER:** | Susan Carlson |
| **SIGNATURE:** | /e/ Susan Carlson |
| **DATE SIGNED:** | 01/31/2020 |

**Total Attachments: 8**
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UNITED STATES PATENT AND TRADEMARK OFFICE
UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

January 31, 2020

PTAS

SUSAN CARLSON, FAEGRE BAKER DANIELS LLP
90 SOUTH 7TH ST STE 2200
MINNEAPOLIS, MN 55402

900522191

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

**1.** Signature missing from conveying party/assignor

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, March 2, 2020,** as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at http://etas.uspto.gov, click the Start Resubmission button and enter the following information:

**Document ID: 900522191**
**Access Code: FND4DUZAP99QBWH**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

900522191 11/05/2019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548176

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| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Gary Beall Enterprises, LLC | | 11/05/2019 | Limited Liability Company: MISSISSIPPI |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | CoBank, ACB |
| **Street Address:** | 6340 S. Fiddlers Green Circle |
| **City:** | Greenwood Village |
| **State/Country:** | COLORADO |
| **Postal Code:** | 80111 |
| **Entity Type:** | a federally chartered instrumentality: UNITED STATES |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4577812 | TRUE COTTON |

**CORRESPONDENCE DATA**

**Fax Number:** 6127661600

***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:** 612-766-6911
**Email:** susan.carlson@faegrebd.com
**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP
**Address Line 1:** 90 South 7th St Ste 2200
**Address Line 4:** Minneapolis, MINNESOTA 55402

OP $40.00 4577812

| | |
|---|---|
| **NAME OF SUBMITTER:** | Susan Carlson |
| **SIGNATURE:** | /e/ Susan Carlson |
| **DATE SIGNED:** | 11/05/2019 |

**Total Attachments: 6**
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# PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of November 5, 2019 by and between Gary Beall Enterprises, LLC, a Mississippi limited liability company (the "**Debtor**"), and CoBank, ACB, a federally chartered instrumentality of the United States (the "**Lender**").

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") between the Debtor and the Lender, the Lender has agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making credit accommodations under the Credit Agreement, the Lender required the execution and delivery by the Debtor of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Debtor granted to the Lender a security interest in substantially all of the Debtor's personal property.

Pursuant to the Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Lender.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

**1. Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

**"Patent"** means any patent or application for patent.

"**Patent and Trademark Collateral**" means all right, title and interest of Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

(i) All Patents, including the Specified Patents.

(ii) All Trademarks, including the Specified Trademarks.

(iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.

(iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.

(v) All present and future license agreements with respect to the Patents and Trademarks.

(vi) All proceeds of any and all of the foregoing.

**"Specified Patent"** means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

"**Specified Trademark**" means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

"**Trademark**" means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

**2. Grant of Security Interest.**

In order to secure the Secured Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Lender.

**3. Representations and Warranties.**

The Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.

**4. General Rights and Obligations.**

Except as expressly set forth herein, the rights and obligations of the Debtor and the Lender with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**GARY BEALL ENTERPRISES, LLC**

By: _____
Name: Lawson Gary
Title: President



TRADEMARK
REEL: 006847 FRAME: 0381

**COBANK, ACB**

By _____
Name: James H. Matzat
Title: Vice President

**Schedule A**

## PATENTS AND PATENT APPLICATIONS

| Title | Registration / Application No. | Registration /Application Date | Owner |
|---|---|---|---|
| None. | | | |

**Foreign Patents Issued:** None.

**Licensed Intellectual Property:** None.

**Known Infringements:** None.

**Schedule B**

## TRADEMARKS AND TRADEMARK APPLICATIONS

### United States – Federal

| Mark | Application No. | Application Date | Registration No. | Registration Date | Current Owner/ Applicant |
|---|---|---|---|---|---|
| **True Cotton** | 86104535 | 10/29/2013 | 4577812 | 7/29/2014 | Gary Beall Enterprises, LLC |

### United States – State

None.

### Foreign

None.