

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559908

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

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548176

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		
<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:	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:	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.

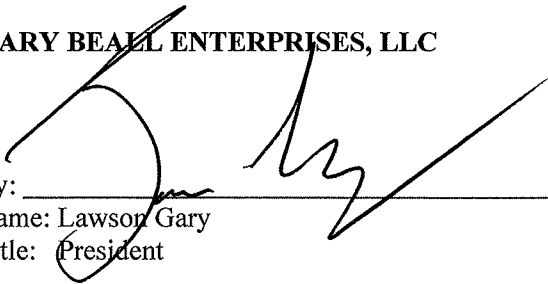
Except as expressly set forth herein, the rights and obligations of the Debtor and the Lender with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length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

Signature pages follow.

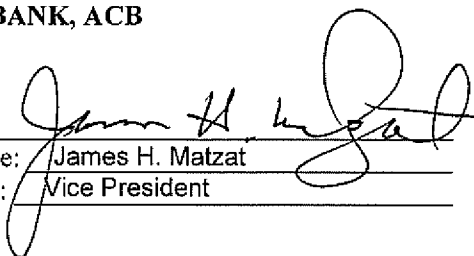
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

GARY BEALL ENTERPRISES, LLC

By: _____
Name: Lawson Gary
Title: President

A handwritten signature in black ink, appearing to be 'Lawson Gary', is written over a horizontal line. The signature is stylized and extends to the right of the line.

COBANK, ACB

By 
Name: James H. Matzat
Title: Vice President

PATENTS AND PATENT APPLICATIONS

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

Foreign Patents Issued: None.

Licensed Intellectual Property: None.

Known Infringements: None.

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.