# OP \$290.00 321950

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM659014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Mitchell Gold Co.			Corporation: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	1144 15th Street
Internal Address:	Suite 3650
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3219509	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3459425	MG+BW
Registration Number:	2353811	MITCHELL GOLD
Registration Number:	4271521	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3759075	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3999454	SUPER LUXE SLEEPER
Registration Number:	4751602	MITCHELL GOLD + BOB WILLIAMS HOME FURNIS
Registration Number:	5007113	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	5636425	COMFORT CLUB
Registration Number:	5477160	MG+BW COMFORT CLUB
Registration Number:	5227964	MITCHELL GOLD + BOB WILLIAMS

### **CORRESPONDENCE DATA**

**Fax Number:** 6172484000

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:** 617-248-5000

1 Hone: 017 240 3000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

TRADEMARK

900628541 REEL: 007350 FRAME: 0678

Address Line 1: Two International Place Address Line 2: Choate, Hall & Stewart, LLP Address Line 4: Boston, MASSACHUSETTS 02110 2013257-0004 **ATTORNEY DOCKET NUMBER:** NAME OF SUBMITTER: Sara M. Bauer **SIGNATURE:** /sara bauer/ **DATE SIGNED:** 07/09/2021 **Total Attachments: 16** source=PNC MGBW - Trademark Security Agreement (Executed)#page1.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page2.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page3.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page4.tif source=PNC \_\_MGBW - Trademark Security Agreement (Executed)#page5.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page6.tif source=PNC \_\_ MGBW - Trademark Security Agreement (Executed)#page7.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page8.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page9.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page10.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page11.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page12.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page13.tif source=PNC \_\_ MGBW - Trademark Security Agreement (Executed)#page14.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page15.tif source=PNC MGBW - Trademark Security Agreement (Executed)#page16.tif

### **Trademark Security Agreement**



This Trademark Security Agreement (this "Agreement") is executed as of June 9, 2021, by and between THE MITCHELL GOLD CO., a North Carolina corporation (the "Grantor"), with an address at 135 One Comfortable Place, Taylorsville, North Carolina 28681, and PNC BANK, NATIONAL ASSOCIATION (the "Bank"), with an address at 1144 15<sup>th</sup> Street, Suite 3650, Denver, Colorado 80202. This Agreement is incorporated into and made part of that certain Revolving Credit and Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among, among others, the Grantor and the Bank, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrowers (as defined in the Credit Agreement) and the Bank (all such documents including the Credit Agreement and this Agreement being collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Agreement shall have the same meanings ascribed to such terms in the Credit Agreement.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the Trademarks (as defined in the Credit Agreement), including the trademarks, service marks and trade names listed on <u>Schedule A</u> attached hereto and made part hereof (all such marks or names hereinafter referred to, collectively, as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE,** with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. Grant of Security Interest. In consideration of and pursuant to the terms of the Credit Agreement and the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor hereby assigns and grants a Lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, and in all cases, in accordance with the terms set forth in the Credit Agreement.
- **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) except with respect to Monroe Capital Management Advisors, LLC, whose rights are to be released simultaneously herewith in accordance with the Credit Agreement, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Agreement and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Agreement, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee

thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

- 3. <u>Verification of Quality Control</u>. The Grantor hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times upon two (2) days' advance written notice and during regular business hours to ensure the Grantor's compliance with paragraph 2(f) hereof.
- 4. <u>Covenants</u>. The Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Agreement or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Agreement shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A.
- **5.** Exclusive Use of Trademarks. So long as this Agreement is in effect and so long as no Event of Default has occurred and is continuing under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder and thereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.
- 6. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.
- 7. No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.
- **8** Pledge of Additional Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:
- (a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or
- (b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all commercially reasonable assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power

of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Agreement by amending <u>Schedule A</u>, as applicable, to include any future Trademarks or licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement.

### 9. Remedies Upon Default.

- (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its Permitted Discretion, to foreclose upon the Trademarks covered hereby.
- (b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its Permitted Discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof in compliance with the Loan Documents, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Loan Documents, and until all the Obligations are satisfied in full.
- (c) The Grantor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such commercially reasonable documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.
- 10. <u>Subject to Credit Agreement</u>. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.
- 11. <u>Inconsistent with Credit Agreement</u>. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control. The terms and conditions of the Credit Agreement are hereby incorporated herein by reference.
- 12. <u>Termination of Agreement</u>. Upon the Payment in Full of all Obligations under the Loan Documents and full satisfaction of all of the Grantor's liabilities and obligations to the Bank, the Bank shall promptly execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

### 13. <u>Prosecution of Trademark Applications.</u>

(a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been Paid in Full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any

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reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

- (b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.
- 14. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any license for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.
- 15. <u>Bank's Rights</u>. The Bank may, in its sole discretion, pay any amount or do any act reasonably required of the Grantor hereunder or reasonably requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.
- 16. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its Permitted Discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.
- 17. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.
- 18. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in

full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

19. Governing Law, Etc. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, ANY LOAN DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY LOAN DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND GRANTOR HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT GRANTOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE GRANTOR TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**20.** Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

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WITNESS the due execution hereof as a document under seal, as of the date first written above.

THE MITCHELL GOLD CO.

By: Name: David Rogalski

Title: Chief Financial Officer and Secretary

# PNC BANK, NATIONAL ASSOCIATION.

Name Joseph F. Nemia Title: Vice President

[Signature Page - Trademark Security Agreement]

SCHEDULE A

# Trademarks

The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
LET'S GET COMFORTABLE	MG+BW	MITCHELL WILLIAMS	MITCHELL GOLD	MITCHELL GOLD	<u>Trademark</u>
Registered	Registered	Registered	Registered	Registered	Status
December 14, 2010	March 8, 2006	February 7, 2006	December 29, 1999	September 6, 2002	App. Date
1,507,830	1,292,777	1,288,971	822325446	926150	App. No.
May 28, 2014	October 12, 2010	March 4, 2008	December 21, 2004	September 6, 2002	Reg. Date.
TMA878845	TMA779,549	TMA708,877	822325446	926150	Reg. No.
Canada	Canada	Canada	Brazil	Australia	Country

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The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
MG+BW	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	MG+BW	MG+BW	Trademark
Registered	Registered	Registered	Registered	Registered	Registered	Status
August 22, 2008	November 14, 2012	August 22, 2008	August 22, 2008	August 2, 2013	August 2, 2013	App. Date
6913272	11742243	6913273	6913275	13020008	13020007	App. No.
May 14, 2010	April 21, 2014	May 7, 2010	May 7, 2010	January 7, 2015	December 14, 2014	Reg. Date.
6913272	11742243	6913273	6913275	13020008	13020007	Reg. No.
China	China	China	China	China	China	Country

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The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	MG+BW	MG+BW	MITCHELL GOLD + BOB WILLIAMS	MG+BW	Trademark
Registered	Registered	Registered	Registered	Registered	Registered	Status
November 13, 2012	February 10, 2006	March 10, 2006	August 22, 2008	August 22, 2008	August 22, 2008	App. Date
D00.2012.054744	4894853	4950937	6913271	6913274	6913270	App. No.
January 4, 2013	June 28, 2007	March 7, 2007	July 28, 2010	July 28, 2010	May 14, 2010	Reg. Date.
IDM000469073	004894853	004950937	6913271	6913274	6913270	Reg. No.
Indonesia	CTM (European Union)	CTM (European Union)	China	China	China	Country

The Mitchell Gold Co.  The Mitchell Gold Co.  The Mitchell Gold Co.  The Mitchell Gold Co.  The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS  MG+BW  MG+BW  MG+BW  MITCHELL GOLD + BOB WILLIAMS	Registered Registered Registered Registered	App. Date  November 23, 2011  November 23, 2011  October 19, 2009  October 19, 2009  February 9, 2007	App. No. D00.2011.047600 D00.2011.047599 D00.2017.079 107080 835392	Reg. Date.  Reg. Date.  February 18, 2014  February 18, 2014  October 19, 2009  October 19, 2009  October 31, 2007	Reg. No. IDM000407901 IDM000407901 92222 92221
The Mitchell Gold Co.	WILLIAMS MG+BW	Registered	November 23, 2011	D00.2011.047599	February 18, 2014	IDM0004
The Mitchell Gold Co.	MG+BW	Registered	October 19, 2009	107080	October 19, 2009	9222
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	October 19, 2009	107079	October 19, 2009	9222
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	February 9, 2007	835392	October 31, 2007	10098
The Mitchell Gold Co.	LET'S GET COMFORTABLE	Registered	December 15, 2010	1142465	December 15, 2010	1261084

The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
d Co.	d Co.	d Co.	d Co.	old Co.	d Co.	7
MITCHELL GOLD + BOB WILLIAMS	MG+BW	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	MG+BW	MG+BW	Trademark
Registered	Registered	Registered	Registered	Registered	Registered	Status
March 22, 2012	March 22, 2012	November 14, 2012	October 12, 2009	October 12, 2009	November 25, 2009	App. Date
40-2012-18931	40-2012-18933	40-2012-0070758	59303	59304	1050062	App. No.
March 27, 2013	March 27, 2013	February 7, 2014	April 6, 2011	April 6, 2011	February 2, 2012	Reg. Date.
40-960793	40-0960821	40-1021519	59303	59304	1264491	Reg. No.
Republic of Korea (South)	Republic of Korea (South)	Republic of Korea (South)	Qatar	Qatar	Mexico	Country

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The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
MG+BW	MG+BW	MITCHELL GOLD + BOB WILLIAMS	MITCHEL GOLD + BOB WILLIAMS	MG+BW	MITCHELL GOLD + BOB WILLIAMS	<u>Trademark</u>
Registered	Registered	Registered	Registered	Registered	Registered	<u>Status</u>
December 6, 2009	March 21, 2012	March 21, 2012	November 7, 2012	October 17, 2009	October 17, 2009	App. Date
136529	101014647	101014649	101063275	148107	147107	App. No.
December 6, 2009	October 1, 2012	October 1, 2012	May 1, 2013	December 28, 2010	December 28, 2010	Reg. Date.
127857	1539302	1539303	01576988	143008907	143008906	Reg. No.
United Arab Emirates	Taiwan	Taiwan	Taiwan	Saudi Arabia	Saudi Arabia	Country

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The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD	MG+BW	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS	<u>Trademark</u>
Registered	Registered	Registered	Registered	Registered	Registered	Status
February 17, 2009	May 14, 2012	August 3, 1999	October 4, 2005	August 10, 2005	December 6, 2009	App. Date
77/672,328	85/624,234	75/767,273	78/726,438	78/689,357	136530	App. No.
March 9, 2010	January 8, 2013	May 30, 2000	July 1, 2008	March 20, 2007	December 6, 2009	Reg. Date.
3,759,075	4,271,521	2,353,811	3,459,425	3,219,509	127854	Reg. No.
United States of America	United States of America	United States of America	United States of America	United States of America	United Arab Emirates	Country

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The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	The Mitchell Gold Co.	Company
MITCHELL GOLD + BOB WILLIAMS	MG+BW COMFORT CLUB	COMFORT CLUB	MITCHELL GOLD + BOB WILLIAMS	MITCHELL GOLD + BOB WILLIAMS HOME FURNISHINGS	SUPER LUXE SLEEPER	Trademark
Registered	Registered	Registered	Registered	Registered	Registered	<u>Status</u>
November 17, 2016	July 21, 2017	January 16, 2018	November 23, 2015	October 9, 2014	May 18, 2010	App. Date
87241061	87537564	87757507	86829207	86419965	85/041,163	App. No.
June 20, 2017	May 22, 2018	December 25, 2018	July 26, 2016	June 9, 2015	July 19, 2011	Reg. Date.
5227964	5477160	5636425	5,007,113	4,751,602	3,999,454	Reg. No.
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country

RECORDED: 07/09/2021

The Mitchell Gold Co.	Company
MITCHELL GOLD + BOB WILLIAMS	<u>Trademark</u>
Registered	Status
Registered November 14, 2012	App. Date
4-2012-25680	App. No.
April 22, 2015	<u>Reg. Date.</u>
244006	Reg. No.
Vietnam	Country