

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752845

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Air Rover Company | | 05/09/2022 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | The Huntington National Bank, as Administrative Agent | | |
| Street Address: | 5555 CLEVELAND AVENUE | | |
| Internal Address: | GW1W37 | | |
| City: | COLUMBUS | | |
| State/Country: | OHIO | | |
| Postal Code: | 43231 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2482287 | AIR ROVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 2489251921 | | |
| Email: | ipfilings@bodmanlaw.com | | |
| Correspondent Name: | Jennifer M. Hetu | | |
| Address Line 1: | 201 South Division Street, Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Jennifer M. Hetu | | |
| SIGNATURE: | /jmh/ | | |
| DATE SIGNED: | 09/01/2022 | | |
| Total Attachments: 12 | | | |
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Filing Receipt for Section 7 Request for Amendment or Correction of Registration Certificate Form and Next Steps

Registration number. 2482287.

Mark. AIR ROVER(Standard Characters, see).

Thank you for submitting your form to the U.S. Patent and Trademark Office (USPTO). Please read this filing receipt carefully and keep a copy for your records. If you find errors in your submission, the [After You File](#) page gives information about correcting errors.

Next steps

- 1. In four to five days, please confirm that we received the documents submitted with this form** by checking [Trademark Status and Document Retrieval \(TSDR\)](#). If your documents do not appear in TSDR after four to five days, please email TrademarkAssistanceCenter@uspto.gov.
- 2. Within approximately one to two months, a trademark specialist in the Post-Registration Division will review your submission.**

If your submission is accepted, you will receive an updated Registration Certificate.

If your submission is not accepted, you will receive a letter (Office action) explaining why it is not acceptable and how to proceed. Visit our page on [keeping your registration alive](#) for a video and other information on the post-registration process.

- 3. Continue to check TSDR for any updates to your status until we send you a notice that your submission has been accepted or refused.** If you do not hear from us within three or four months of submitting this form, call the Post-Registration Division at (571) 272-9500.
- 4. Keep your addresses, including email addresses, current in USPTO records so you receive email reminders about maintaining your registration.** You must file required maintenance documents at regular intervals or your registration will be canceled. We will send these [reminders](#) to all email addresses of record listed in TSDR. Use the [address forms](#) on our website to update your email addresses.
- 5. Questions?** Please visit [our website](#), [email us](#), or call us at 1-800-786-9199 and select option 1.
- 6. Provide feedback.** You may receive a survey invitation in a separate email. Let us know how we can improve your experience.

Stay current with Trademarks

Stay up-to-date with changes in Trademarks that may impact your application or registration. This may include upcoming system changes, events and roundtables, rules changes, and other operational matters. Sign up to get Trademark Alert emails through our [subscription center](#).

How to sign up

On our [subscription center](#) webpage, select the Subscribe button, enter your email address, and select the Submit button. Consent to the privacy policy and select the Submit button. You can choose to receive emails about all United States Patent and Trademark (USPTO) topics or specific topics (e.g. Trademark Alerts). Pick your areas of interest, then select the Submit button.

The information submitted in the form appears below:

Section 7 Request Form

The table below presents the data as entered.

| Input Field | Entered |
|---------------------|----------------|
| REGISTRATION NUMBER | 2482287 |
| LAW OFFICE ASSIGNED | LAW OFFICE 104 |

| | |
|--|--|
| SERIAL NUMBER | 76112019 |
| MARK SECTION | |
| MARK | AIR ROVER |
| STANDARD CHARACTERS | YES |
| USPTO-GENERATED IMAGE | YES |
| MARK STATEMENT | The mark consists of standard characters, without claim to any particular font style, size or color. |
| OWNER SECTION (current) | |
| NAME | Air Rover, Inc. |
| MAILING ADDRESS | P. O. Box 4850 |
| CITY | Tyler |
| STATE | Texas |
| ZIP/POSTAL CODE | 75712 |
| COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United States |
| EMAIL | inf*@airrover.com |
| OWNER SECTION (proposed) | |
| NAME | Air Rover Company |
| MAILING ADDRESS | P. O. Box 4850 |
| CITY | Tyler |
| STATE | Texas |
| ZIP/POSTAL CODE | 75712 |
| COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United States |
| EMAIL | PTOBox2@ballardspahr.com |
| EXPLANATION OF FILING | |
| <p>Registrant hereby requests a correction to the owner name in TM Reg. No. 2482287. Due to a minor clerical error at the time of filing the subject application, the owner was identified as Air Rover, Inc., a Texas corporation. Air Rover, Inc., a Texas corporation, did not exist as a legal entity on the application filing date. The true owner is, and was at the time of filing, Air Rover Company, a Texas corporation. Registrant submits that this amendment is appropriate pursuant to TMEP 1201.02(c) because the party that applied to register the mark is, in fact, the owner of the mark, but there was a mistake in the manner in which the name of the applicant was set out in the application.</p> | |
| ATTORNEY INFORMATION (current) | |
| NAME | Peter V. Schroeder |
| ATTORNEY BAR MEMBERSHIP NUMBER | 00794606 |
| YEAR OF ADMISSION | 1995 |
| U.S. STATE/ COMMONWEALTH/ | |

| | |
|---|---------------------------------------|
| TERRITORY | Texas |
| FIRM NAME | BOOTH ALBANESI SCHROEDER PLLC |
| INTERNAL ADDRESS | SUITE 400 |
| STREET | 10000 North Central Expressway |
| CITY | DALLAS |
| STATE | Texas |
| POSTAL CODE | 75231 |
| COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United States |
| PHONE | 2142200444 |
| FAX | 2142200445 |
| EMAIL | firm@ipoftexas.com |
| DOCKET/REFERENCE NUMBER | AROV-3-M-183 |
| ATTORNEY INFORMATION (proposed) | |
| NAME | Jodi A. DeSchane |
| ATTORNEY BAR MEMBERSHIP NUMBER | 309175 |
| YEAR OF ADMISSION | 2001 |
| U.S. STATE/ COMMONWEALTH/ TERRITORY | Minnesota |
| FIRM NAME | Ballard Spahr LLP |
| STREET | 2000 IDS Center, 80 South 8th Street |
| CITY | Minneapolis |
| STATE | Minnesota |
| POSTAL CODE | 55402-2119 |
| COUNTRY/REGION/JURISDICTION/U.S. TERRITORY | United States |
| PHONE | 6123716225 |
| EMAIL | tmdocketing@ballardspahr.com |
| DOCKET/REFERENCE NUMBER | 00377639 |
| OTHER APPOINTED ATTORNEY | all other Ballard Spahr LLP attorneys |
| CORRESPONDENCE INFORMATION (current) | |
| NAME | Peter V. Schroeder |
| PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE | firm@ipoftexas.com |

| | |
|---|--|
| SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES) | NOT PROVIDED |
| CORRESPONDENCE INFORMATION (proposed) | |
| NAME | Jodi A. DeSchane |
| PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE | tmdocketing@ballardspahr.com |
| SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES) | deschanej@ballardspahr.com; robbinsn@ballardspahr.com; frankenfieldb@ballardspahr.com |
| DOCKET/REFERENCE NUMBER | 00377639 |
| PAYMENT SECTION | |
| SECTION 7 FEE – Amendment filed is the correction of an immaterial error that was the fault of the USPTO | 100 |
| TOTAL FEES DUE | 100 |
| SIGNATURE SECTION | |
| DECLARATION SIGNATURE | /Michael Scala/ |
| SIGNATORY'S NAME | Michael Scala |
| SIGNATORY'S POSITION | President |
| DATE SIGNED | 08/16/2022 |
| SIGNATURE METHOD | Sent to third party for signature |
| REQUEST SIGNATURE | /Jodi A. DeSchane/ |
| SIGNATORY'S NAME | Jodi A. DeSchane |
| SIGNATORY'S POSITION | Of Counsel, Ballard Spahr LLP, MN Bar Member |
| DATE SIGNED | 08/16/2022 |
| ROLE OF AUTHORIZED SIGNATORY | Authorized U.S.-Licensed Attorney |
| SIGNATURE METHOD | Sent to third party for signature |
| CONCURRENT § 8, 8 &15, OR 8 &9 FILED | NO |

To the Commissioner for Trademarks:

The registrant requests the following amendment(s) to registration no. **2482287** AIR ROVER(Standard Characters) has been amended as follows:

EXPLANATION OF FILING

Registrant hereby requests a correction to the owner name in TM Reg. No. 2482287. Due to a minor clerical error at the time of filing the subject application, the owner was identified as Air Rover, Inc., a Texas corporation. Air Rover, Inc., a Texas corporation, did not exist as a legal entity on the application filing date. The true owner is, and was at the time of filing, Air Rover Company, a Texas corporation. Registrant submits that this amendment is appropriate pursuant to TMEP 1201.02(c) because the party that applied to register the mark is, in fact, the owner of the mark, but there was a mistake in the manner in which the name of the applicant was set out in the application.

OWNER AND/OR ENTITY INFORMATION

Registrant proposes to amend the following:

Current: Air Rover, Inc., a corporation of Texas, having an address of
P. O. Box 4850
Tyler, Texas 75712
United States
inf*@airrover.com

Proposed: Air Rover Company, a corporation of Texas, having an address of

P. O. Box 4850
Tyler, Texas 75712
United States
PTOBox2@ballardspahr.com

The owner's/holder's current attorney information: Peter V. Schroeder. Peter V. Schroeder of BOOTH ALBANESI SCHROEDER PLLC, is a member of the Texas bar, admitted to the bar in 1995, bar membership no. 00794606, is located at

SUITE 400
10000 North Central Expressway
DALLAS, Texas 75231
United States

The docket/reference number is AROV-3-M-183.

The phone number is 2142200444.

The fax number is 2142200445.

The email address is firm@ipoftexas.com

The owner's/holder's proposed attorney information: Jodi A. DeSchane. Other appointed attorneys are all other Ballard Spahr LLP attorneys. Jodi A. DeSchane of Ballard Spahr LLP, is a member of the Minnesota bar, admitted to the bar in 2001, bar membership no. 309175, and the attorney(s) is located at

2000 IDS Center, 80 South 8th Street
Minneapolis, Minnesota 55402-2119
United States

The docket/reference number is 00377639.

The phone number is 6123716225.

The email address is tmdocketing@ballardspahr.com

Jodi A. DeSchane submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current):

Peter V. Schroeder
PRIMARY EMAIL FOR CORRESPONDENCE: firm@ipoftexas.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Correspondence Information (proposed):

Jodi A. DeSchane
PRIMARY EMAIL FOR CORRESPONDENCE: tmdocketing@ballardspahr.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): deschanej@ballardspahr.com;
robbinsn@ballardspahr.com; frankenfieldb@ballardspahr.com

The docket/reference number is 00377639.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

FEE(S)

Fee(s) in the amount of \$100 is being submitted.

Declaration Signature

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /Michael Scala/ Date: 08/16/2022
Signatory's Name: Michael Scala
Signatory's Position: President
Signatory's Phone Number: 203-676-1858
Signature method: Sent to third party for signature

Request Signature

Signature: /Jodi A. DeSchane/ Date: 08/16/2022
Signatory's Name: Jodi A. DeSchane
Signatory's Position: Of Counsel, Ballard Spahr LLP, MN Bar Member
Signatory's Phone Number: 612.371.6225
Signature method: Sent to third party for signature

The signatory has confirmed that he/she is a U.S.-licensed attorney who is an active member in good standing of the bar of the highest court of a U.S. state (including the District of Columbia and any U.S. Commonwealth or territory); and he/she is currently the owner's/holder's attorney or an associate thereof; and to the best of his/her knowledge, if filed in conjunction with a pending post-registration filing, and if prior to his/her appointment another U.S.-licensed attorney not currently associated with his/her company/firm previously represented the owner/holder in this matter: the owner/holder has revoked their power of attorney by a signed revocation or substitute power of attorney with the USPTO; the USPTO has granted that attorney's withdrawal request; the owner/holder has filed a power of attorney appointing him/her in this matter; or the owner's/holder's appointed U.S.-licensed attorney has filed a power of attorney appointing him/her as an associate attorney in this matter.

The applicant is NOT filing a Declaration of Use of Mark under Section 8; a Combined Declaration of Use of Mark under Sections 8 & 15; or a Combined Declaration of Use of Mark/Application for Renewal of Registration of Mark under Sections 8 & 9 in conjunction with this Section 7 Request.

Thank you,

The TEAS support team
Wed Aug 17 11:13:43 ET 2022
STAMP: USPTO/S7R-68.84.37.70-20220817111343606620-2482287-
800ad9f776f76658ccc3b3039ce3075f6badafe9ce0c9778d92b57f7a4e149aca6b-DA-13430504-20220708083223396123

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 9, 2022 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of November 7, 2019 as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among WSS Global, Inc., a Delaware corporation, CB Garment, Inc., a Delaware corporation, WS Acquisition, LLC, an Oregon limited liability company, Western Shelter Export, Inc., an Oregon corporation and RTI DGE, LLC, an Oregon limited liability company (collectively the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of November 7, 2019 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loan) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c);

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

(f) and excluding all "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Administrative Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lender in accordance with the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

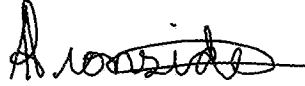
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

BLACK CANYON CONCEPTS, LLC

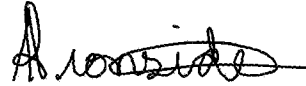


By: _____

Name: Adrian Ironside

Title: President

AIR ROVER COMPANY



By: _____

Name: Adrian Ironside

Title: President


SECURED PARTY:

**THE HUNTINGTON NATIONAL BANK, as
Administrative Agent**

By: James M. Scanlon Jr.
Name: James M. Scanlon Jr.
Its: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|-----------|-------------|-----------|-----------|---|
|  | 85/495088 | 12/14/2011 | 4,488,935 | 2/25/2014 | Black Canyon Concepts, LLC DBA SERKET USA (Florida Limited Liability Company) |
| SERKET | 85/495058 | 12/14/2011 | 4,488,934 | 2/25/2014 | Black Canyon Concepts, LLC DBA SERKET USA (Florida Limited Liability Company) |
| AIR ROVER | 76/112019 | 8/17/2000 | 2,482,287 | 8/28/2001 | Air Rover, Inc. (Texas Corporation) |