# OP \$65.00 77078973

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM756301

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Forever Gifts, Inc.		08/18/2022	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	First Business Bank	
Street Address:	401 Charmany Drive	
City:	Madison	
State/Country:	WISCONSIN	
Postal Code:	53719	
Entity Type:	Corporation: WISCONSIN	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	77078973	CROSSLIGHT	
Serial Number:	86027628	NUVELON	

#### **CORRESPONDENCE DATA**

**Fax Number:** 4045828823

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:** 8036090976

Email: RHAMILTON@DPSSLEGAL.COM

Correspondent Name: Robert Hamilton

Address Line 1: 285 Peachtree Center Avenue Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:Robert HamiltonSIGNATURE:/Robert Hamilton/DATE SIGNED:09/20/2022

#### **Total Attachments: 6**

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# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), made and entered into on August \_\_\_\_\_\_\_\_, 2022, by and between Product Sourcing Group, LLC, a Texas limited liability company and Forever Gifts, Inc., a Texas corporation (collectively, whether one or more, the "Grantor") and FIRST BUSINESS BANK ("Secured Party").

# RECITALS:

Grantor has executed and delivered to Lender that certain SBA Note (the "Note"), dated of even date herein, which evidences the indebtedness of Borrower to Lender in the original principal amount of NINE HUNDRED THIRTY-NINE THOUSAND AND NO/100 DOLLARS (\$939,000.00).

NOW, THEREFORE, for good and valuable consideration contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree to be bound as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to Secured Party, to secure the Note, a security interest in the Grantor's right, title and interest in and to the following and to all those items set forth on Exhibit "A" (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) all trademarks, copyrights, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including, without limitation, each Trademark registration and application therefor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;
- (iii) all registrations and applications for registration for any Trademark, together with all extensions and renewals thereof;
- (iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

TRADEMARK SECURITY AGREEMENT

- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.
- SECTION 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Secured Agreements, as applicable, the Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.
- SECTION 3. Security for Secured Obligations. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all obligations of the Grantor, now or hereafter existing under or in respect of loan document between Grantor and Security Party, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government office record this Trademark Security Agreement.
- SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- SECTION 8. Any and all notices, elections or demands permitted or required to be given under this Trademark Security Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, to the other party at the address of such other party set forth below or such other

address within the continental United States as such other party may designate by specifically designating as a notice of change of address and given in accordance herewith. No notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a partner or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Secured Party: FIRST BUSINESS BANK

401 CHARMANY DRIVE MADISON, Wisconsin 53719

Copy (does not constitute notice) to: Davis, Pickren, Seydel & Sneed, LLP

285 Peachtree Center Avenue

Suite 2300

Atlanta, Georgia 30303 Attn: J. Bradford Simpson

If given to Grantor: Product Sourcing Group, LLC

618 N. Great SW Parkway

Arlington, Texas

Forever Gifts, Inc.

618 N. Great SW Parkway Arlington, Texas 76011

Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SECTION 9. Grantor hereby irrevocably appoints Secured Party, as Grantor's attorney-in-fact with full authority to execute and record any and all instruments, affidavits, transfers, renewals, and other documents necessary to effect registration, transfer of ownership and to evidence Secured Party's security interest in the above described collateral and to do such other things as may be proper pertaining thereto.

This Agreement is executed and entered into on August \_\_\_\_\_\_\_, 2022.

# **GRANTOR:**

Product Sourcing Group, LLC, A Texas limited liability company

BY: Hendra Wijaya

TITLE: Managing Member

BY: (/ ) ~ / / / / / / / / / / Yu **Phi**ng Sung

TITLE: Managing Member

Forever Gifts, Inc., A Texas corporation

TITLE: President

# Exhibit "A"

NUVELON Word Mark

Translations The English translation of "NU" in the mark is "NEW" or "NEW AGE".

Goods and Services

IC 009, US 021 023 026 036 038, G & S: Consumer electronic products, namely, audio speakers, speakers (, earphones, power banks, mobile power supplies, and battery chargers J. FIRST USE: 20140507, FIRST USE IN

COMMERCE: 20140507

Standard Characters Claimed Mark

Drawing

(4) STANDARD CHARACTER MARK

Code Serial

Number

86027628

Filing Date

August 2, 2013

Current

14

Basis Original

18 Filing Basis

Published for March 11, 2014

Opposition Registration 4581674

Number Registration

Date

August 5, 2014

Owner

(REGISTRANT) Forever Gifts, Inc. CORPORATION TEXAS 618 N. Great Southwest Parkway Arlington TEXAS

76011

Attorney of

Record

Melissa Gray

Word Mark

CROSSLIGHT

Goods and

IC 011, US 013 021 023 031 034, G & S: Solar light fixtures, namely, indoor and outdoor solar powered lighting

Services

units and fixtures. FIRST USE: 20080115. FIRST USE IN COMMERCE: 20080115

Standard Characters Claimed

Mark Drawing

Code

(4) STANDARD CHARACTER MARK

Serial Number

77078973 January 9, 2007

Filling Date **Current Basis** 

14

Original Filing Basis

18

Published for Opposition

August 21, 2007

Registration Number

3573091

Registration

Date

February 10, 2009

Owner

(REGISTRANT) Forever Gifts, Inc. CORPORATION TEXAS 618 N. Great Southwest Parkway Arlington

**TEXAS 76011** 

Attorney of Record

S. Roxanne Edwards

Type of Mark

TRADEMARK

Register Affidavit Text

RECORDED: 09/20/2022

PRINCIPAL. SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20180326.

Renewal

1ST RENEWAL 20180326

TRADEMARK SECURITY AGREEMENT