

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREDERICK GOLDMAN, INC.		11/30/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6912203	TRUCUSTOM	
Registration Number:	0818647	CHERISHED	
Registration Number:	4572665	ELEGANT BRIDE	
Registration Number:	4495014	GTX	
Registration Number:	5710813	LOVE EARTH AN INSPIRED CHOICE	
Registration Number:	5843943	LOVE EARTH	
Registration Number:	0231686	DIANA	
Registration Number:	1125345	FG	
Registration Number:	2667787	"LOVE ALWAYS..."	
Registration Number:	2504103	TRITON	
Registration Number:	2995582	CA	
Registration Number:	3033454	LYRIC	
Registration Number:	3515833	F C	
Registration Number:	7062356	TRAVEL TWIN	
Registration Number:	6732143	SIMPLY BEAUTIFUL	
Registration Number:	4306761	BRILLIANT EXPRESSIONS	
Registration Number:	5069039	TITANIUMPLUS	
Registration Number:	5396703	MANNIVERSARY	
Registration Number:	5261136	CHERISH ALWAYS	

OP \$565.00 6912203

Property Type	Number	Word Mark
Registration Number:	5842871	T
Registration Number:	3592412	TC.850
Registration Number:	3689026	AXL

CORRESPONDENCE DATA

Fax Number: 8602758299

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: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	12/20/2023

Total Attachments: 13

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is entered into as of November 30, 2023 by and between **HSBC BANK USA, NATIONAL ASSOCIATION**, a national banking association with offices located at 452 Fifth Avenue, New York, New York 10018 (“Lender”) and **FREDERICK GOLDMAN, INC.**, a New York corporation with offices located at 55 Hartz Way, Secaucus, New Jersey 07094 (“Grantor”) and amends and restates that certain Security Agreement for Trademarks and Tradenames between Lender and Grantor dated February 5, 2015.

WHEREAS, Lender and Grantor are parties to that certain Amended and Restated Loan and Consignment Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Consignment Agreement”), pursuant to which Lender extends certain financial accommodations to Grantor. Capitalized terms used but not defined herein are used as defined in the Consignment Agreement; and

WHEREAS, Grantor has agreed to secure its obligations under the Consignment Agreement with a charge over certain assets of Grantor, including without limitation intellectual property, pursuant to the Consignment Agreement; and

WHEREAS, Lender is willing to continue to extend certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Consignment Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Consignment Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Consignment Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title, and interest in, to, and under those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto and which are registered in the United States of America only, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Lender under the Consignment Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Consignment Agreement and those

which are now or hereafter available to Lender as a matter of law or equity. Each right, power, and remedy of Lender provided for herein or in the Consignment Agreement, or now or hereafter existing at law or in equity, are cumulative and concurrent and are in addition to every right, power, or remedy provided for herein. The exercise by Lender of any one or more of the rights, powers, or remedies provided for in this Agreement, the Consignment Agreement, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers, or remedies. The provisions of the Consignment Agreement shall supersede and control over any conflicting or inconsistent provision herein.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor shall (i) protect, defend and maintain the validity and enforceability of its Copyrights, Patents, and Trademarks, (ii) use commercially reasonable efforts to detect infringements of its Copyrights, Patents, and Trademarks and promptly advise Lender in writing of material infringements detected, and (iii) not allow any of its material Copyrights, Patents, or Trademarks to be abandoned, forfeited, or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required by this paragraph to take but which Grantor fails to take, after 15 Business Days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this paragraph.

Grantor shall execute and deliver such additional instruments and documents from time to time as Lender shall reasonably request to perfect and maintain the perfection and priority of Lender's security interest in the Intellectual Property Collateral.

This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion. Lender shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits hereunder.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of New York. LENDER AND GRANTOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE

OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth above is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in New York, New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply New York law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The expenses of the arbitration, including the arbitrator's fees and expert witness fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers or employees) as Grantor's true and lawful attorney to modify this Agreement, without first obtaining Grantor's approval of or signature to such modification, solely to amend the exhibits hereof to include reference to any right, title, or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title, or interest in any Copyrights, Patents, or Trademarks in which Grantor no longer has or claims to have any right, title, or interest. The appointment of Lender as Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable for so long as the Consignment Agreement remains in effect in accordance with its terms.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

For purposes of this Agreement, the following terms have the definitions set forth below:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Patents" means all patents, patent applications and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

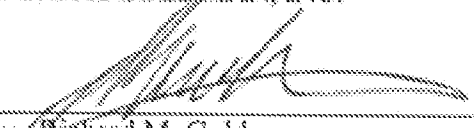
“Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FREDERICK GOLDMAN, INC.

By: 
Name: Richard M. Goldman
Title: President
Address: 55 Hartz Way
Secaucus, New Jersey 07094

LENDER:

HSBC BANK USA, NATIONAL ASSOCIATION

By: _____
Name: Salvatore G. Cantarella
Title: Senior Vice President
Address: 452 Fifth Avenue
New York, New York 10018

[Signature Page to Amended and Restated IPSA]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

FREDERICK GOLDMAN, INC.

By: _____
Name:
Title:
Address: 55 Hartz Way
Secaucus, New Jersey 07094

LENDER:

HSBC BANK USA, NATIONAL ASSOCIATION

By:  _____
Name: Salvatore G. Cantarella
Title: Senior Vice President
Address: 452 Fifth Avenue
New York, New York 10018

[Signature Page to Amended and Restated IPSA]

TRADEMARK
REEL: 008295 FRAME: 0711

EXHIBIT A

COPYRIGHTS

CLAIMANT	DESCRIPTION / TITLE	TYPE OF WORK	REG. NUMBER	REG. DATE
Frederick Goldman, Inc.	Ring	Visual Material	VA0000153869	1984-05-31
Frederick Goldman, Inc.	November collection of unpublished works by Frederick Goldman, Inc.	Visual Material	VAu000045227	1982-11-17
Frederick Goldman, Inc.	Fall 1983 collection of unpublished works by Frederick Goldman, Inc.	Visual Material	VAu000050075	1983-07-26
Frederick Goldman, Inc.	Unpublished 1983 heart collection, Frederick Goldman, Inc.	Visual Material	VAu000048219	1983-02-25
Frederick Goldman, Inc.	Unpublished collection Frederick Goldman, Inc.: animal	Visual Material	VAu000045231	1983-03-11
Frederick Goldman, Inc.	Unpublished collection, Frederick Goldman, Inc.: [no.] 7866 through 7925	Visual Material	VAu000048746	1983-01-19
Frederick Goldman, Inc.	Fall 1984 introduction	Visual Material	VAu000062467	1984-07-02
Frederick Goldman, Inc.	Spring 1984 collection	Visual Material	VAu000064753	1984-01-09
Frederick Goldman, Inc.	Style numbers 7786, 9601, 9602 ... [et al.]	Visual Material	VA0000178168	1984-07-16
Frederick Goldman, Inc.	Fall 1985 introduction	Visual Material	VAu000081157	1985-07-17
Frederick Goldman, Inc.	Goldman : sales training manual	Text	TXu000193121	1985-04-08
Frederick Goldman, Inc.	Spring 1986 introduction, 167 pieces	Visual Material	VAu0000892813	1985-12-17
Frederick Goldman, Inc.	Fall 1986 introduction, 199 pieces	Visual Material	VAu000095921	1986-07-07
Frederick Goldman, Inc. Naohiro Veno of Bear Company, Ltd.	Sp'87 promotion introduction – 6 pieces : {no.] 57- 70009D-L—57- 70014D-L	Visual Material	VAu000103458	1986-10-09

	6 jewelry designs : rings			
Frederick Goldman, Inc.	Spring 1987 introduction, 133 pieces	Visual Material	VAu000102248	1986-10-30
Frederick Goldman, Inc.	F'87 promotion introduction, 164 jewelry designs	Visual Material	VAu000115854	1987-07-06
Frederick Goldman, Inc. Chermio Jewelry Manufacturing Company, Ltd.	F'87 merchandise introduction, 25 jewelry designs	Visual Material	VAu000116374	1987-07-06
Frederick Goldman, Inc.	F'87 product introduction, 49 jewelry designs	Visual Material	VAu000115853	1987-07-06
Frederick Goldman, Inc.	F'88 product introduction : no. 2. 20 jewelry designs	Visual Material	VAu000138487	1988-06-22
Frederick Goldman, Inc.	Fall '88 product introduction : [no.] 31-9417-E, 35-9876R-L, 35-9868D-L ... [et al.]	Visual Material	VAu000137039	1988-06-03
Frederick Goldman, Inc.	Spring '88 product introduction : no. 1.	Visual Material	VAu000125940	1988-01-19
Frederick Goldman, Inc.	Spring '88 product introduction : no. 2.	Visual Material	VAu000136668	1988-04-18
Frederick Goldman, Inc.	Spring '89 product introduction.	Visual Material	VAu000146678	1988-12-30
Frederick Goldman, Inc.	CDI December '88 & Mar. '89 product introduction : [no.] 55-F85590-L, 55-C855850-L, 55-F85599-L ... [et al.]	Visual Material	VAu000151715	1989-04-12
Frederick Goldman, Inc.	CDI October 1988 product introduction.	Visual Material	VAu000149423	1889-03-06
Frederick Goldman, Inc.	Fall 1989 product introduction.	Visual Material	VAu000171262	1989-09-26
Frederick Goldman, Inc.	Fall 1990 product introduction.	Visual Material	VAu000186579	1990-07-09
Frederick Goldman, Inc.	Spring 1990 product introduction.	Visual Material	VAu000175824	1990-03-20
Frederick Goldman, Inc.	Fall 1991 product introduction.	Visual Material	VAu000211124	1991-08-19

Frederick Goldman, Inc.	Spring 1991 product introduction.	Visual Material	VAu000202234	1991-02-04
Frederick Goldman, Inc.	Fall 1992 Goldman and Diana product introduction.	Visual Material	VAu000243563	1992-12-02
Frederick Goldman, Inc.	Spring 1992 product introduction : [no.] 11-1026-G, 11-6129-G--11-6130-G, 11-6699-G--11-6700-G ... [et al.]	Visual Material	VAu000226415	1992-02-12
Frederick Goldman, Inc.	Fall 1993 Goldman and Diana product introduction.	Visual Material	VAu000278989	1993-10-13
Frederick Goldman, Inc.	Spring 1993 Goldman introduction, and 1 other collection of rings.	Visual Material	VAu000250934	1993-03-17
Frederick Goldman, Inc.	Fall 1994 Goldman and Diana product introduction.	Visual Material	VAu000300347	1994-06-13
Frederick Goldman, Inc.	Spring 1994 Goldman and Diana product introduction.	Visual Material	VAu000292783	1994-03-25
Frederick Goldman, Inc.	Ring style : no. 11-6386-G.	Visual Material	VA0001311694	2004-08-27
Frederick Goldman, Inc.	Spring 1995 Goldman and Diana product introduction.	Visual Material	VAu000319813	1995-02-01
Frederick Goldman, Inc.	Fall 1996 Goldman and Diana product introduction.	Visual Material	VAu000372434	1996-06-26
Frederick Goldman, Inc.	Fall 1996 orbit design product introduction : no. 15-100-G/L--15-115G/L, 15-117-GL, 24-106D-G/L ... [et al]	Visual Material	VAu000368354	1996-06-26
Frederick Goldman, Inc.	Spring 1996 Goldman and Diana product introduction : no. 11-N6803-G--11-N6805-G, 11-N1035-G--11-1036-G, 11N6799-G--11-N6800-G ... [et al]	Visual Material	VAu000360807	1996-03-05

Frederick Goldman, Inc.	Fall 1997 Goldman and Diana product introduction.	Visual Material	VAu000412899	1997-11-10
Frederick Goldman, Inc.	Spring 1997 Goldman and Diana product introduction.	Visual Material	VAu000394053	1997-03-20
Frederick Goldman, Inc.	Fall 1998 keepsake collection.	Visual Material	VAu000441288	1998-10-16
Frederick Goldman, Inc.	Fall 98 product Diana : no. PT 21 intro.	Visual Material	VAu000434591	1998-06-23
Frederick Goldman, Inc.	Spring 98 Goldman and Diana M. collection product information.	Visual Material	VAu000434592	1998-06-23
Frederick Goldman, Inc.	Fall 1999 Goldman and Diana introduction.	Visual Material	VAu000473637	1999-10-05
Frederick Goldman, Inc.	Fall 1999 keepsake collection.	Visual Material	VAu000473636	1999-10-05
Frederick Goldman, Inc.	Spring 1999 Goldman and Diana introduction.	Visual Material	VAu000451894	1999-03-08
Frederick Goldman, Inc. Evans, Judy	The Spring 2000 Diana couture by Judy Evans introduction.	Visual Material	VAu000488471	2000-03-15
Frederick Goldman, Inc. Aurafin LLC.	M&C 39957/P & 126 other titles.	Visual Material	V3452D944	2000-05-19
Frederick Goldman, Inc.	Spring 2000 Goldman introduction.	Visual Material	VAu000488472	2000-03-15
Frederick Goldman, Inc.	Lovers heart : no. A-B.	Visual Material	VAu000535220	2001-02-28
Frederick Goldman, Inc.	Goldman, artcarved & Diana : fall 2003.	Visual Material	VAu000621725	2003-10-10
Frederick Goldman, Inc.	Flower : no. 75-L7018-L, 75-L7019-L, 75-L7020-L ... [et al.]	Visual Material	VA0001282241	2004-08-05
Frederick Goldman, Inc.	Hearts : no. 67-L6001-L, 67-L6002-L, 67-L6003-L ... [et al.]	Visual Material	VA0001282239	2004-08-05
Frederick Goldman, Inc.	Motif : no. 55-L5001-L, 55-L5002-L, 55-L5003-L ... [et al.]	Visual Material	VA0001282240	2004-08-05
Frederick Goldman, Inc.	Tear : no. 75-L7016-L, 85-	Visual Material	VA0001282238	2004-08-05

	L8004-L, 85- L8005-L, 95- L9033-L.			
Frederick Goldman, Inc.	Ring style 11- 6829-G.	Visual Material	VA0001292264	2005-02-03

EXHIBIT B
PATENTS

None

EXHIBIT C

TRADEMARKS

TRADEMARK	APP NUMBER/FILE DATE	REGISTRATION NUMBER/DATE	OWNER
TRUSTCOM	97099663 October 29, 2021	6912203 November 29, 2022	Frederick Goldman, Inc.
CHERISHED	72227524 September 9, 1965	818647 November 15, 1966	Frederick Goldman, Inc.
ELEGANT BRIDE	85159427 October 22, 2010	4572665 July 22, 2014	Frederick Goldman, Inc.
GTX	86098804 October 23, 2013	4495014 March 11, 2014	Frederick Goldman, Inc.
LOVE EARTH AN INSPIRED CHOICE	87663365 October 27, 2017	5710813 March 26, 2019	Frederick Goldman, Inc.
LOVE EARTH	88297748 February 12, 2019	5843943 August 27, 2019	Frederick Goldman, Inc.
DIANA (Stylized)	71245668 March 12, 1927	231686 August 23, 1927	Frederick Goldman, Inc.
FG (Stylized)	73181830 August 11, 1978	1125345 September 25, 1979	Frederick Goldman, Inc.
"LOVE ALWAYS..." (Stylized)	76097485 July 24, 2000	2667787 December 31, 2002	Frederick Goldman, Inc.
TRITON	76163713 November 14, 2000	2504103 November 6, 2001	Frederick Goldman, Inc.
CA (Stylized)	76527614 June 24, 2003	2995582 September 13, 2005	Frederick Goldman, Inc.
LYRIC	76553192 September 30, 2003	30333454 December 27, 2005	Frederick Goldman, Inc.
F C and Design	77420207 March 12, 2008	3515833 October 14, 2008	Frederick Goldman, Inc.
TRAVEL TWIN	88634377 September 27, 2019	N/A	Frederick Goldman, Inc.
SIMPLY BEAUTIFUL	88401105 April 24, 2019	6732143 May 24, 2022	Frederick Goldman, Inc.
BRILLIANT EXPRESSIONS	85632915 May 23, 2012	4306761 March 19, 2013	Frederick Goldman, Inc.
TITANIUMPLUS	86178771 January 29, 2014	5069039 October 25, 2016	Frederick Goldman, Inc.
MANNIVERSARY	86335777 July 14, 2014	5396703 February 6, 2018	Frederick Goldman, Inc.
CHERISH ALWAYS	87305807 January 18, 2017	5261136 August 8, 2017	Frederick Goldman, Inc.
T and Design	88154281 October 14, 2018	5842871 August 27, 2019	Frederick Goldman, Inc.
TC.850	77325687 November 9, 2007	3592412 March 17, 2019	Frederick Goldman, Inc.
AXL	77689368 March 12, 2009	3689026 September 29, 2009	Frederick Goldman, Inc.