

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floyd's 99 Holdings, LLC		01/31/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	76437283	BARBERSHOPS FOR MEN & WOMEN FLOYD'S 99 OLD SCHOOL. NEW STYLES.	
Serial Number:	78590729	FLOYD'S 99	
Serial Number:	78734410	NOT YOUR GRANDFATHER'S BARBERSHOP	
Serial Number:	78789372	THE ORIGINAL ROCK 'N ROLL BARBERSHOP	
Serial Number:	78742462		
Serial Number:	77395007	MUSIC TO YOUR HEAD	
Serial Number:	86073932	BARBERBUS	
Serial Number:	86105559	FLOYD'S 99	
Serial Number:	86977626	FLOYD'S 99	
Serial Number:	86925163	99 FLOYD'S BARBERSHOP	
Serial Number:	86890520	99 FLOYD'S BARBERSHOP FOR MEN & WOMEN	
Serial Number:	87131147	99 FLOYD'S BARBERSHOP FOR MEN & WOMEN	
Serial Number:	86834704		
Serial Number:	87906612	FLOYD'S 99 PREMIUM QUALITY GROOMING	
Serial Number:	87957814	THE HAIRALD	
Serial Number:	90008944	FLOYD'S 99 BARBERSCHOOL	
Serial Number:	90504095	EXPERT CUTS, AMPLIFIED EXPERIENCE	
Serial Number:	90853078	99 FLOYD'S BARBERSHOP FOR EVERYONE	

OP \$465.00.00 76437283

CORRESPONDENCE DATA**Fax Number:**

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: 3038927209
Email: caitlin.cronin.woodward@dgsllaw.com
Correspondent Name: Caitlin Cronin Woodward
Address Line 1: 1550 17th Street
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	CAITLIN CRONIN WOODWARD
SIGNATURE:	CAITLIN CRONIN WOODWARD
DATE SIGNED:	02/13/2024

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 31, 2024 (this "Agreement"), is made between FLOYD'S 99 HOLDINGS, LLC, a Colorado limited liability company (the "Grantor"), in favor of KeyBank National Association ("Secured Party").

Recitals

A. Pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Grantor and Secured Party, Secured Party has extended commitments to make credit extensions to the Grantor;

B. The obligation of the Secured Party to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Indebtedness (as defined in the Credit Agreement) in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, 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 Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Indebtedness in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit, a continuing first priority Lien on and security interest under the UCC in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor:

(a) Trademark Collateral.

(i) All of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether

pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(ii) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a)(i) above, including each Trademark license referred to in Item B of Schedule I attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a)(i) and, to the extent applicable, clauses (a)(ii) and (a)(iii); and

(v) all proceeds of, and rights associated with, the foregoing rights described in clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items set forth in this Section 2(a), the "Trademark Collateral");

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

(b) Patent Collateral.

(i) All of its letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation: (A) each patent and patent application referred to in Item A of Schedule II attached hereto, and (B) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents");

(ii) all of its Patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (b)(i) above, including each Patent license referred to in Item B of Schedule II attached hereto; and

(iii) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or Patent application, and for breach or enforcement of any Patent license (all of the foregoing items set forth in this Section 2(b), the "Patent Collateral").

(c) Copyright Collateral.

(i) All copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule III attached hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation;

(ii) all copyright licenses, including each copyright license referred to in Item B of Schedule III attached hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof; and

(iii) and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (all of the foregoing items set forth in this Section 2(c), the "Copyright Collateral").

(d) Domain Name Collateral. All rights in and to the domain names set forth on Schedule IV attached hereto (the "Domain Name Collateral").

The Trademark Collateral, the Patent Collateral, the Copyright Collateral and the Domain Name Collateral are collectively referred to herein as the "IP Collateral."

SECTION 3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the IP Collateral registered in the United States conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the IP Collateral is (or will be) on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents. Notwithstanding the foregoing, the Secured Party acknowledges that it may be necessary to enter into an agreement regarding the Domain Name

Collateral with the domain name registrar in order to perfect its rights in the Domain Name Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the IP Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. 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 for its benefit under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, 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 Document. 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 thereof.

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.

SECTION 8. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Colorado.

SECTION 9. Termination; Release. On the date on which all Indebtedness has been paid and performed in full and the Credit Agreement terminated in accordance with its terms, Secured Party will execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement and the release of the security interests granted hereunder.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FLOYD'S 99 HOLDINGS, LLC

By: Karen O'Brien
Name: Karen O'Brien
Title: Manager

KEYBANK NATIONAL ASSOCIATION

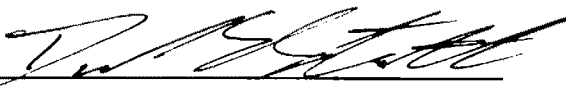
By: _____
Name: David S. Sterrett
Title: Senior Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FLOYD'S 99 HOLDINGS, LLC

By: _____
Name: Karen O'Brien
Title: Manager

KEYBANK NATIONAL ASSOCIATION

By: 
Name: David S. Sterrett
Title: Vice President

SCHEDULE I
to Intellectual Property Security Agreement

Item A - Trademarks

Registered Trademarks

See Trademark Docket attached.

Pending Trademark Applications

See Pending Trademark Applications attached.

Item B - Trademark Licenses

Intellectual Property License Agreement by and between Floyd's 99 Holdings, LLC and Floyd's 99 Franchising, LLC.

Mark	Serial #	Registration Number	Registration Date	P/T/O Status	Next Event	Next Event Date	Goods & Services	O
BARBERSHOPS FOR MEN & WOMEN FLOYD'S 99 OLD SCHOOL NEW STYLES	76437363	2769864	09/12/2003	Registered And Renewed	Section 8&9 Accepted?	12/10/2023	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
FLOYD'S 99	78590729	3083370	02/28/2008	Registered And Renewed	Section 8 Declaration and Section 9 Renewal Begins	02/28/2025	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
NOT YOUR GRANDFATHER'S BARBERSHOP	78734410	3142264	08/12/2008	Registered And Renewed	Section 8 Declaration and Section 9 Renewal Begins	08/12/2025	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
THE ORIGINAL ROCK 'N ROLL BARBERSHOP	78789372	3277361	08/07/2007	Registered And Renewed	Section 8 Declaration and Section 9 Renewal Begins	08/07/2025	044 - Barber shop and beauty and hairdressing salon services	F1
MUSIC TO YOUR HEAD	78742442	3487380	07/15/2008	Registered And Renewed	Section 8 Declaration and Section 9 Renewal Begins	07/15/2027	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
BARBERBUS	77385067	3554530	08/23/2008	Cancelled - Section 8			044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
FLOYD'S 99	86973352	4487375	03/23/2015	Section 8 - Accepted	Section 8 Declaration and Section 9 Renewal Begins	03/23/2024	044 - mobile barbershop, beauty and hairdressing salon services, and mobile personal grooming services	F1
FLOYD'S 99	86105509	6151518	04/25/2016	Section 8 & 15 - Accepted and Acknowledged	Section 8 Declaration and Section 9 Renewal Begins	04/25/2028	003 - skin care products, namely, skin conditioners and skin moisturizers; lotions for face and body care	F1
FLOYD'S 99			01/03/2007		Renewal		01/03/2027 44 -	
FLOYD'S BARBER SHOP	20911017581		01/04/2011		Renewal		01/24/2025 044 - Barber shop and beauty and hairdressing salon services	
FLOYD'S BARBER SHOP	20121057066		01/25/2012					
FLOYD'S 99	78590729	3083370	02/28/2008	Registered And Renewed	Section 8 Declaration and Section 9 Renewal Begins	02/28/2025	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
THE ORIGINAL ROCK 'N ROLL BARBERSHOP	8885	1653302	11/22/2016		Renewal		11/22/2031 - Barber shop and beauty and hairdressing salon services	
FLOYD'S 99	1653301	TMA41204758	07/02/2016		Renewal Period Begins		07/02/2028 - Hair care preparations, namely, shampoos, conditioners, styling preparations, shaving lotions, styling gels and styling mousses, skin care products, namely, skin cleaners, skin conditioners and skin moisturizers; lotions for face and body care; shaving preparations, namely, shaving cream, shaving gels and shaving lotions	
TRADE DRESS-BARBER STATION DESIGN	1853397		11/22/2013					
FLOYD'S 99 BARBERSHOP	1853394	TMA41204778	07/02/2016		Renewal Period Begins		07/02/2028 - Barber shop and beauty and hairdressing salon services	
FLOYD'S 99	86977626	4884721	12/01/2015	Section 8 & 15 - Accepted and Acknowledged	Section 8 Declaration and Section 9 Renewal Begins	12/01/2024	003 - Hair care preparations, namely, shampoos, conditioners and styling preparations	F1
99 FLOYD'S BARBERSHOP	86951543	5041157	08/13/2016	Section 8 & 15 - Accepted and Acknowledged	Section 8 Declaration and Section 9 Renewal Begins	08/13/2025	044 - Barber Shop and Beauty and Hairdressing Services	F1
99 FLOYD'S BARBERSHOP FOR MEN & WOMEN	86999520	5206117	08/06/2016	Section 8 & 15 - Accepted and Acknowledged	Section 8 Declaration and Section 9 Renewal Begins	08/06/2025	044 - Barber Shop and Beauty and Hairdressing Salon Services	F1
99 FLOYD'S BARBERSHOP FOR MEN & WOMEN	87131147	5170382	02/26/2017	Cancelled - Section 8	Section 8 Declaration and Section 9 Renewal Begins	02/26/2021	025 - Cutting, namely, haircuts and hooded shears/hair trimmers for men and women	F1
FLOYD'S 99					Opposition Period		44 - Barbershop services	
FLOYD'S 99	1853393				Renewal		11/22/2026 - Barber shop and beauty and hairdressing salon services	
FLOYD'S 99							44 - Barbershop and beauty salon services	
FLOYD'S 99								
FLOYD'S 99								
FLOYD'S 99								
FLOYD'S 99	78990729	3083370	02/28/2008		6 mos to Renewal Due		044 - Barbershop and beauty salon services	
FLOYD'S 99	86934704	5125473	02/07/2017	Section 8 & 15 - Accepted and Acknowledged	Section 8 Declaration and Section 9 Renewal Begins	02/07/2026	044 - Barbershop and beauty salon services	F1
FLOYD'S 99 PREMIUM QUALITY GROOMING	87906612	5865434	01/29/2019	Registered	Section 8 and 15 Declarations Begin	01/29/2024	003 - Cosmetics; Hair care preparations	F1
THE HERALD	87897814	5633223	12/18/2018	Registered	Section 8 and 15 Declarations Begin	12/18/2024	044 - Providing on-line digital publications in the nature of articles and news resources in the field of hair care preparations and cosmetics via the Internet; Providing on-line newsletters in the field of hair care preparations and cosmetics; Providing on-line non-downloadable articles in the field of hair care preparations and cosmetics; Providing on-line non-downloadable newspapers	F1
FLOYD'S 99 BARBERSCHOOL	80908344			Fifth Extension - Granted	10 days to Statement of Use Due		12/10/2022 044 - Educational services, namely, providing classes, seminars and workshops in the fields of hair, cuts, hair styles, hair care, body and skin care, salon management and client relations; Educational services in the nature of hair styling and beauty schools	F1
EXPERT CUTS, AMPLIFIED EXPERIENCE	80594085	6180305	01/10/2023	Registered	Section 8 and 15 Declarations Begin	01/10/2025	003 - Franchising, namely, offering assistance in the establishment and/or operation of hair salons and barbershops; Business management advisory services relating to franchising; Assistance with administration of the business affairs of franchisees	F1
FLOYD'S 99					Renewal		10/24/2023 03 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	
FLOYD'S 99								
FLOYD'S 99								
99 FLOYD'S BARBERSHOP FOR EVERYONE	80883078			First Extension - Granted	1 day to Statement of Use or 2nd Extension Due		11/28/2023 003 - Cosmetics; Hair care preparations	F1
Poster Wall Design	1369406	1268406	07/26/2017		Renewal Period Begins		01/26/2027 044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
Poster Wall Design	RI1368400	RI1389400	07/26/2017				044 - Barber shop services; barbering services; hair salon services.	F1
FLOYD'S 99	1325336	1325336	10/24/2016		Renewal Period Begins		04/24/2026 003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	RI1325336	RI1325336	10/24/2016				003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	RI1325336	RI1325336	10/24/2016				003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	RI1325336	RI1325336	10/24/2016				003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	RI1325336	RI1325336	10/24/2016				003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	RI1325336	RI1325336	10/24/2016				003 - Hair care preparations, namely, shampoos, conditioners and styling preparations.	F1
FLOYD'S 99	1325128	1325128	10/24/2016		Renewal Period Begins		04/24/2026 044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1325128	RI1325128	10/24/2016				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1325128	RI1325128	10/24/2016				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1325128	RI1325128	10/24/2016				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1325128	RI1325128	10/24/2016				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1325128	RI1325128	10/24/2016				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	1071232	1071232	02/10/2011		Renewal Period Begins		02/10/2020 044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1071232	RI1071432	02/10/2011				044 - Barber shop and beauty and hairdressing salon services.	F1
FLOYD'S 99	RI1071232	RI1071432	02/10/2011				044 - Barber shop and beauty and hairdressing salon services.	F1

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Mark: 99 FLOYD'S BARBERSHOP FOR EVERYONE



US Serial Number: 90853078

Application Filing Date: Jul. 28, 2021

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status
Descriptor:



LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status: A second request for extension of time to file a Statement of Use has been granted.

Status Date: Nov. 29, 2023

Publication Date: Oct. 04, 2022 Notice of Allowance Date: Nov. 29, 2022

Mark Information

Mark Literal Elements: 99 FLOYD'S BARBERSHOP FOR EVERYONE

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

Description of Mark: The mark consists of a stylized shield design with the words "FLOYD'S BARBERSHOP" embedded in a polygon which is overlaid slightly above the shield. At the top of the shield the number "99" is enclosed within a circle. At the bottom of the shield is a ribbon within which appears the words "FOR EVERYONE". The color black appearing outside of the shield design represents transparent background and is not claimed as a feature of the mark.

Disclaimer: "BARBERSHOP"

Design Search Code(s): 24.01.02 - Shields or crests with figurative elements contained therein or superimposed thereon
24.07.08 - Ribbons to raise awareness or support for causes; Awareness ribbons
26.01.01 - Circles as carriers or as single line borders
26.09.01 - Squares as carriers or squares as single or multiple line borders
26.15.13 - More than one polygon
26.15.20 - Polygons inside one another

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Cosmetics; Hair care preparations

International Class(es): 003 - Primary Class

U.S Class(es): 001, 004, 006, 050, 051, 052

Class Status: ACTIVE

Basis: 1(a) 1(b)

For: Clothing, namely, shirts, t-shirts, sweatshirts, hoodies, jackets, hats, tank tops, hats, capes

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

TRADEMARK
REEL: 008344 FRAME: 0074

Class Status: ACTIVE

Basis: 1(a) 1(b)

For: Franchising, namely, offering business management assistance in the establishment and/or operation of hair salons and barbershops; Business management advisory services relating to franchising; Assistance with administration of the business affairs of franchises

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a) 1(b)

For: Barber services; Hair cutting services; Hair styling services; Providing advice and information in the fields of hairstyling, haircare, and hair maintenance

International Class(es): 044 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a) 1(b)

First Use: May 30, 2021

Use in Commerce: May 30, 2021

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: Yes

Currently ITU: Yes

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Floyd's 99 Holdings, LLC

Owner Address: 7900 E. Berry Place
Greenwood Village, COLORADO UNITED STATES 80111

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: COLORADO

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Charles F. Luce, Jr.

Docket Number: 12822-00005

Attorney Primary Email Address: charles.luce@moyewhite.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Charles F. Luce, Jr.
Moye White LLP
3615 Delgany Street
Suite 1100
Denver, COLORADO UNITED STATES 80216

Phone: 303-292-2900

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Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Nov. 30, 2023	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Nov. 29, 2023	SOU EXTENSION 2 GRANTED	

TRADEMARK
REEL: 008344 FRAME: 0075

Nov. 29, 2023 SOU EXTENSION 2 FILED
 Nov. 29, 2023 SOU TEAS EXTENSION RECEIVED
 May 30, 2023 NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED
 May 26, 2023 SOU EXTENSION 1 GRANTED
 May 26, 2023 SOU EXTENSION 1 FILED
 May 26, 2023 SOU TEAS EXTENSION RECEIVED
 Feb. 21, 2023 ASSIGNED TO EXAMINER
 Nov. 29, 2022 NOA E-MAILED - SOU REQUIRED FROM APPLICANT
 Oct. 04, 2022 OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
 Oct. 04, 2022 PUBLISHED FOR OPPOSITION
 Sep. 14, 2022 NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
 Sep. 13, 2022 TEAS CHANGE OF CORRESPONDENCE RECEIVED
 Sep. 13, 2022 TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS
 Sep. 13, 2022 ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED
 Sep. 13, 2022 TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED
 Aug. 31, 2022 APPROVED FOR PUB - PRINCIPAL REGISTER
 Aug. 30, 2022 TEAS/EMAIL CORRESPONDENCE ENTERED
 Aug. 29, 2022 CORRESPONDENCE RECEIVED IN LAW OFFICE
 Aug. 29, 2022 TEAS RESPONSE TO OFFICE ACTION RECEIVED
 May 02, 2022 NOTIFICATION OF EXAMINER'S AMENDMENT/PRIORITY ACTION E-MAILED
 May 02, 2022 EXAMINER'S AMENDMENT/PRIORITY ACTION E-MAILED
 May 02, 2022 COMBINED EXAMINER'S AMENDMENT/PRIORITY ACTION AUTOMATIC ENTRY
 May 02, 2022 EXAMINERS AMENDMENT AND/OR PRIORITY ACTION - COMPLETED
 Apr. 25, 2022 ASSIGNED TO EXAMINER
 Sep. 28, 2021 NOTICE OF DESIGN SEARCH CODE E-MAILED
 Sep. 25, 2021 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
 Jul. 31, 2021 NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information

TM Attorney: SHOOR, AMIT KUMAR

Law Office LAW OFFICE 117
Assigned:

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Nov. 29, 2022

Generated on: This page was generated by TSDR on 2024-01-10 16:15:04 EST

Mark: FLOYD'S 99 BARBERSCHOOL

FLOYD'S 99 BARBERSCHOOL

US Serial Number: 90008944

Application Filing Date: Jun. 18, 2020

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status: A fifth request for extension of time to file a Statement of Use has been granted.

Status Date: Jul. 03, 2023

Publication Date: Oct. 27, 2020 Notice of Allowance Date: Dec. 22, 2020

Mark Information

Mark Literal Elements: FLOYD'S 99 BARBERSCHOOL

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "BARBER SCHOOL"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Educational services, namely, providing classes, seminars and workshops in the fields of hair cuts, hair styles, hair care, body and skin care, salon management and client relations; Educational services in the nature of hair styling and beauty schools

International Class(es): 041 - Primary Class U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(b)

For: Barber services; Hair cutting services; Hair styling services; Providing advice and information in the fields of hairstyling, haircare, and hair maintenance

International Class(es): 044 - Primary Class U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No

Currently Use: No

Filed ITU: Yes

Currently ITU: Yes

TRADEMARK
REEL: 008344 FRAME: 0077

Filed 44D: No
Filed 44E: No
Filed 66A: No
Filed No Basis: No

Currently 44E: No
Currently 66A: No
Currently No Basis: No

Current Owner(s) Information

Owner Name: Floyd's 99 Holdings, LLC
Owner Address: 7900 E. Berry Place
Greenwood Village, COLORADO UNITED STATES 80111
Legal Entity Type: LIMITED LIABILITY COMPANY
State or Country Where Organized: COLORADO

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Charles F. Luce, Jr.
Docket Number: 12822-00005
Attorney Primary Email Address: mw-tmadmin@moyewhite.com
Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Charles F. Luce, Jr.
Moye White LLP
1400 16th Street
16 Market Square, 6th Floor
Denver, COLORADO UNITED STATES 80202
Phone: 303-292-2900
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Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jul. 04, 2023	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Jul. 03, 2023	SOU EXTENSION 5 GRANTED	
Jun. 22, 2023	SOU EXTENSION 5 FILED	
Jul. 03, 2023	CASE ASSIGNED TO INTENT TO USE PARALEGAL	
Jun. 22, 2023	SOU TEAS EXTENSION RECEIVED	
Dec. 17, 2022	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Dec. 15, 2022	SOU EXTENSION 4 GRANTED	
Dec. 15, 2022	SOU EXTENSION 4 FILED	
Dec. 15, 2022	SOU TEAS EXTENSION RECEIVED	
Sep. 13, 2022	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 13, 2022	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS	
Sep. 13, 2022	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 13, 2022	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jun. 21, 2022	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Jun. 17, 2022	SOU EXTENSION 3 GRANTED	
Jun. 17, 2022	SOU EXTENSION 3 FILED	
Jun. 17, 2022	SOU TEAS EXTENSION RECEIVED	
Dec. 17, 2021	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Dec. 15, 2021	SOU EXTENSION 2 GRANTED	
Dec. 15, 2021	SOU EXTENSION 2 FILED	
Dec. 15, 2021	SOU TEAS EXTENSION RECEIVED	
Jun. 24, 2021	NOTICE OF APPROVAL OF EXTENSION REQUEST E-MAILED	
Jun. 22, 2021	SOU EXTENSION 1 GRANTED	

Jun. 22, 2021 SOU EXTENSION 1 FILED
Jun. 22, 2021 SOU TEAS EXTENSION RECEIVED
Dec. 22, 2020 NOA E-MAILED - SOU REQUIRED FROM APPLICANT
Oct. 27, 2020 OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
Oct. 27, 2020 PUBLISHED FOR OPPOSITION
Oct. 07, 2020 NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
Sep. 22, 2020 APPROVED FOR PUB - PRINCIPAL REGISTER
Sep. 22, 2020 EXAMINER'S AMENDMENT ENTERED
Sep. 22, 2020 NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED
Sep. 22, 2020 EXAMINERS AMENDMENT E-MAILED
Sep. 22, 2020 EXAMINERS AMENDMENT -WRITTEN
Sep. 21, 2020 ASSIGNED TO EXAMINER
Jul. 16, 2020 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
Jun. 22, 2020 NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information

TM Attorney: RINKER, ANTHONY MICHAEL

Law Office: LAW OFFICE 102
Assigned:

File Location

Current Location: INTENT TO USE SECTION

Date in Location: Jul. 03, 2023

SCHEDULE II
to Intellectual Property Security Agreement

Item A – Patents

Patents

None.

Patent Applications

None.

Item B – Patent Licenses

None.

SCHEDULE III
to Intellectual Property Security Agreement

Item A – Copyrights

Floyd's 99 – Colorado, LLC has a copyright registration (TX 6-241-458) for the services price list used in the barbershops.

Floyd's 99 Franchising, LLC claims a copyright in the design of the poster wall in the barbershops and other aspects of Floyd's trade dress.

Item B – Copyright Licenses

None.

SCHEDULE IV
to Intellectual Property Security Agreement

DOMAIN NAME COLLATERAL

Domain Name	Registrar	Expiration Data
DENVERSLocalBARBERSHOP.COM	Go Daddy	9/25/2026
FLOYDS99.CA	Go Daddy	7/16/2028
FLOYDS99.CO.UK	Go Daddy	11/22/2026
FLOYDS99.COM	Go Daddy	11/2/2026
FLOYDS99BARBERSHOP.CA	Go Daddy	7/16/2028
floyds99barbershop.com	Go Daddy	12/25/2024
FLOYDS99GROOMING.COM	Go Daddy	3/25/2024
FLOYDS99GROOMING.INFO	Go Daddy	3/25/2024
FLOYDS99GROOMING.NET	Go Daddy	3/25/2024
FLOYDS99GROOMING.ORG	Go Daddy	3/25/2024
FLOYDS99RADIO.COM	Go Daddy	6/6/2027
FLOYDSBARBERSHOP.CA	Go Daddy	7/16/2028
FLOYDSBARBERSHOP.CO.UK	Go Daddy	11/22/2026
FLOYDSBARBERSHOPS.CO.UK	Go Daddy	11/22/2026
FLOYDSBARBERSHOPS.COM	Go Daddy	11/13/2028
FLOYDSBARBERSHOPS.NET	Go Daddy	11/10/2024
FLOYDSBARBERSHOPSUCKS.COM	Go Daddy	12/29/2026
FLOYDSGIFTCARD.COM	Go Daddy	10/27/2026
FLOYDSGROOMING.BIZ	Go Daddy	3/24/2024
FLOYDSGROOMING.CO	Go Daddy	3/24/2024
FLOYDSGROOMING.COM	Go Daddy	3/25/2024
FLOYDSGROOMING.INFO	Go Daddy	3/25/2024
FLOYDSGROOMING.NET	Go Daddy	3/25/2024
FLOYDSGROOMING.ORG	Go Daddy	3/25/2024
FLOYDSPOSTERS.COM	Go Daddy	10/31/2026
FLOYDSRADIO.COM	Go Daddy	5/28/2027
FLOYDSROCKBAR.COM	Go Daddy	10/31/2026
FLOYDSSUCKS.COM	Go Daddy	12/29/2026
franchisefloydsbarbershop.com	Go Daddy	3/4/2024
HAIRPUCK.COM	Go Daddy	12/27/2026
HAIRPUCKS.COM	Go Daddy	12/27/2026
illuminativodka.com	Go Daddy	12/2/2026
LOCALSBARBER.COM	Go Daddy	9/25/2028
LOCALSBARBERSHOP.COM	Go Daddy	9/25/2026
MYFLOYDS.COM	Go Daddy	10/29/2026
RADIOFLOYDS.COM	Go Daddy	5/28/2027

ROCKPEOPLESCLSSORS.COM	Go Daddy	2/1/2027
URBEAUTYSHOP.COM	Go Daddy	9/7/2026
URLLOCALBARBERSHOP.COM	Go Daddy	9/25/2028
YOURLOCALBARBERSHOP.COM	Go Daddy	9/25/2026
floydsbarber.shop	Network Solutions	2/16/2024
floydsbarbershop.com	Network Solutions	4/1/2025
floydsbarbershop.info	Network Solutions	4/7/2024
floydsbarbershop.net	Network Solutions	5/25/2025
floydsbarbershop.us.com	Network Solutions	11/12/2025
franchisefloyds.com	Network Solutions	4/10/2026
myfloydsfranchise.com	Network Solutions	4/10/2026