

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDS MARKETING AND SALES, LLC		11/20/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BRIDGEWATER BANK		
Street Address:	3800 AMERICAN BLVD.		
Internal Address:	SUITE 100		
City:	BLOOMINGTON		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	STATE BANKING CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5409349	GROOMSSHOP	
Registration Number:	5409348	A GIFT PERSONALIZED	
Registration Number:	5599702	A GIFT PERSONALIZED	
Registration Number:	3836403	ENGRAVABLE GIFT COLLECTION	
Registration Number:	3836402	A GIFT PERSONALIZED	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-3501		
Email:	tmg@ballardspahr.com		
Correspondent Name:	Marilyn Hargens		
Address Line 1:	80 South 8th Street		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Marilyn Hargens		
SIGNATURE:	/mh/		
DATE SIGNED:	11/26/2018		

CH \$140.00 5409349

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 20, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), among **JDS MARKETING AND SALES, LLC**, a Minnesota limited liability company (the "**Grantor**"), and **BRIDGEWATER BANK**, a Minnesota banking corporation (the "**Secured Party**").

RECITALS

A. Grantor and Secured Party have entered into a Loan and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Secured Party has made loans and extend credit for the benefit of Grantor.

B. It is a requirement under the Loan Agreement that Grantor shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, to induce the Lender to enter into the Loan Agreement and to make the Loan to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Definitions.

All capitalized terms used in this Agreement without definitions shall have the meanings assigned to those terms in the Loan Agreement. All terms defined in the Uniform Commercial Code of the State of Minnesota (the "**UCC**") and used in this Agreement shall have the same definitions in this Agreement as specified in the UCC, however, that the term "instrument" shall be such term as defined in Article 9 of the UCC rather than Article 3.

2. Security Interest.

To secure payment and performance of all of the Obligations, Grantor hereby grants to the Lender a security interest in all of Grantor's right, title and interest in all of the following property, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (collectively, the "**Collateral**"):

A. All patents and patent applications, including (i) the patents and patent applications listed on **Schedule A** (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for

past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "**Patents**");

B. Any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on **Schedule B** (ii) all renewals thereof, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "**Trademarks**").

C. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks.

Notwithstanding anything else to the contrary contained in this Agreement or any other Loan Document, no security interest is granted or pledged to the Lender in any: (i) "intent-to-use" trademarks prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law, or (ii) contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a prohibition on assigning, granting or pledging a security interest in the right, title or interest of Grantor therein and would cause or result in a default thereunder; provided, however, that the foregoing exclusion set forth in clause (ii) above shall not apply if such prohibition has been waived by the counter-party to such contract, instrument or chattel paper and such counter-party has consented to the creation of a security interest therein in Lender's favor or if the provisions containing any such prohibitions are otherwise not enforceable under law including without limitation pursuant to Section 9408 of the UCC.

3. Warranties and Covenants.

Grantor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the Collateral is valid and subsisting in full force and effect, and Grantor owns sole, full, and clear title thereto, or has the right to use such Collateral, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without

limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Lien, except Permitted Liens, the security interest granted hereunder, the licenses, if any, which are specifically described in **Schedule C** hereto and other Liens permitted by Lender in writing.

B. Grantor will not assign, sell, transfer, grant a Lien upon or grant an exclusive or non-exclusive license relating thereto, except to the Lender, or otherwise dispose of any of the Collateral without the prior written consent of the Lender or except as permitted by the Loan Agreement or any other Loan Document.

C. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by the Lender in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes the Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Grantor further authorizes the Lender to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. The Lender may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by the Lender in its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs; collection charges and reasonable attorneys' fees. Grantor will be liable to the Lender for any such payment, which payment shall be deemed a borrowing by Grantor from the Lender, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

E. As of the date hereof, Grantor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in **Schedule A** and **Schedule B** annexed hereto.

F. Grantor shall notify the Lender in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of the Lender, Grantor shall execute and deliver to the Lender any and all amendments to this Agreement as may be requested by Lender to evidence the security interests of the Lender in such Patent or Trademark.

G. Grantor will use its reasonable best efforts to not permit any of the Patents or Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable without the Lender's prior written consent. Grantor shall notify the Lender immediately if Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

H. Grantor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are reasonably necessary to maintain such application and registration of the Patents or Trademarks as Grantor's exclusive property and to protect the Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

I. Grantor will promptly notify the Lender if Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design reasonably likely to cause confusion with any Trademark material to Grantor's business or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by the Lender, Grantor, at Grantor's expense, shall take such action as the Lender may deem reasonably necessary for the protection of the Lender's interest in and to the Patents and the Trademarks.

4. Events of Default.

Any one or more of the following events shall constitute an "**Event of Default**" by Grantor under this Agreement:

A. The occurrence of an Event of Default under the Loan Agreement.

B. Grantor fails or neglects to perform or observe any provision, condition or covenant contained in this Agreement, and such breach or default is not cured (if capable of cure) within twenty (20) days of the date Grantor becomes aware of the occurrence of such breach or default.

C. The Lender's security interest in the Collateral is not prior to all other security interests affecting the Collateral (other than Permitted Liens and other security interests permitted by the Lender in writing).

D. If any material portion of Grantor's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within 60 days, or if Grantor is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Grantor's assets and the same is not paid within 60 days after Grantor receives notice thereof.

5. Rights and Remedies.

Upon the occurrence and during the continuance of a Event of Default and at any time thereafter, in addition to all other rights and remedies of the Lender, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any applicable grace period, the Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder.

A. The Lender may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to the Lender by Grantor.

B. The Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as the Lender shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. The Lender may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that the Lender agrees to provide Grantor with ten (10) business days prior written notice of any proposed disposition of the Collateral. The Lender shall have the power to buy the Collateral or any part thereof, and the Lender shall also have the power to execute assurances and perform all other acts which the Lender may, in its sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, the Lender may at any time execute and deliver on behalf of Grantor one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay the Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

E. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel, and other expenses which may be incurred by the Lender. Thereafter, the Lender may apply any remaining proceeds to the Obligations. Grantor shall remain liable to the Lender for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay the Lender on demand any such unpaid amount, together with interest at the Event of Default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Grantor shall supply to the Lender or its designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Grantor's customer lists and other records relating to the Patents and the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring the Lender to take any such action at any time. All of the Lender's rights and remedies, whether provided under law, the Loan Agreement, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Miscellaneous.

A. Grantor hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in the Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Grantor, without notice to or assent by Grantor, upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in compliance with the UCC and as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do at Grantor's expense, at any time or from time to time, (i) after the occurrence and during the continuance of an Event of Default, all acts and things which the Lender reasonably deems necessary to protect, preserve or realize upon the Collateral, and (ii) at any time all acts and things which the Lender reasonably deems necessary to maintain the perfection and priority of the Lender's security interest in the Collateral, in each case, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do. This power of attorney is a power coupled with an interest and shall terminate upon the termination of this Agreement.

B. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or if any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new rights. Without limiting Grantor's obligations hereunder, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule A and Schedule B to include any such new rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

C. Any failure or delay by Lender to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Lender's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Lender and directed to Grantor, specifying such waiver.

D. All notices and other communications called for hereunder shall be made in writing and shall be given in accordance with the notice provisions of the Loan Agreement, which notice provisions are incorporated herein by this reference.

E. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

G. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. The term "including" means "including without limitation." This Agreement and all rights and obligations hereunder shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Grantor acknowledges receipt of a copy of this Agreement.

H. The security interest granted to Lender hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lender of all Obligations.

I. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA.

J. AT THE OPTION OF THE LENDER, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN HENNEPIN COUNTY, MINNESOTA; AND THE GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

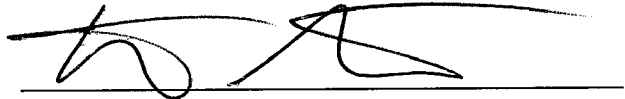
K. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[Signatures begin on next page]

IN WITNESS WHEREOF, Grantor and Lender have executed this Agreement by their respective duly authorized officers as of the date first above written.

"Grantor"

JDS MARKETING AND SALES, LLC

By: _____

Name: Michael Simon
Its: Manager

"Lender"

BRIDGEWATER BANK

By: _____
Name: Lynn Roth
Its: Vice President

IN WITNESS WHEREOF, Grantor and Lender have executed this Agreement by their respective duly authorized officers as of the date first above written.

"Grantor"

JDS MARKETING AND SALES, LLC

By: _____

Name: Michael Simon

Its: Manager

"Lender"

BRIDGEWATER BANK

By: _____

Name: Lynn Roth

Its: Vice President

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

None

SCHEDULE A

TRADEMARK
REEL: 006535 FRAME: 0039

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Serial Number	Reg. Number	Word Mark
87580337	5,409,349	GroomsShop
87578801	5,409,348	A Gift Personalized
87821772	5,599,702	A Gift Personalized (Design)

Trade Names

None

Trademarks Not Currently In Use

Serial Number	Reg. Number	Word Mark
77967518	3,836,403	Engraveable Gift Collection
77966419	3,836,402	A Gift Personalized

SCHEDULE B

TRADEMARK
REEL: 006535 FRAME: 0040

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None

SCHEDULE C