900637112 08/16/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM667904

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Correction by Declaration erroneously recorded on Reel 007163 Frame 0926.
RESUBMIT DOCUMENT ID:	900626534

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farm Credit Services of America, ACA		06/25/2021	Federally Chartered Corporation: UNITED STATES

RECEIVING PARTY DATA

Name:	Farm Credit Services of America, ACA	
Street Address:	5015 South 118th Street	
City:	Omaha	
State/Country:	NEBRASKA	
Postal Code:	68137	
Entity Type:	Federally Chartered Corporation: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4410166	FARM CREDIT SERVICES OF AMERICA

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: 4023413070

Email: ccadwallader@mcgrathnorth.com

Correspondent Name: Clint D. Cadwallader
Address Line 1: 1601 Dodge St Suite 3700
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:
Clint D. Cadwallader

/Clint D. Cadwallader/

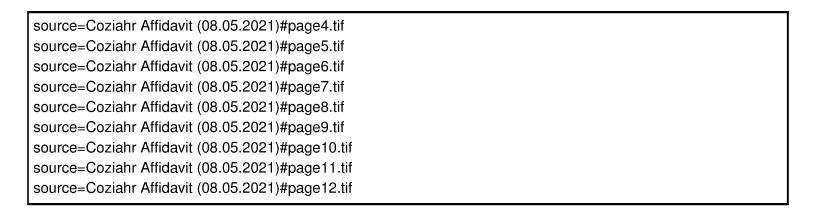
DATE SIGNED:
08/16/2021

Total Attachments: 12

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> TRADEMARK REEL: 007387 FRAME: 0682

900637112



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REGISTRANT:

Farm Credit Services of America, ACA

REG. NO.

4,410,166

REGISTERED:

October 1, 2013

MARK:

FARM CREDIT SERVICES OF AMERICA

Commissioner for Trademarks P.O. Box 1451 Alexandria, VA 22313-1451

AFFIDAVIT OF SCOTT J. COZIAHR

RE: Purported assignment recorded on January 18, 2021, found at Reel/Frame 7163/0926

I, Scott J. Coziahr, do hereby declare that:

- 1. I am over the age of 18 and competent to testify to the matters set forth herein.
- 2. I am the Executive Vice President and General Counsel for Farm Credit Services of America, ACA. ("FCSAmerica").
- 3. The trademark application for FARM CREDIT SERVICES OF AMERICA was filed on December 19, 2012. The United States Patent and Trademark Office ("USPTO") issued a Registration Certificate for the Mark on October 1, 2013, under registration number 4,410,166 ("Mark"). A copy of the Registration Certificate is attached hereto as Exhibit A.
- 4. On or about March 3, 2021, FCSAmerica learned that a Security Interest was filed with the USPTO Assignment Recordation Branch by William H. Lovett on January 18, 2021 ("Purported Security"). The Purported Security can be located at Reel/Frame 7163/0926. The Purported Security is attached hereto as <u>Exhibit B</u>. The document itself is titled "THIS MASTER SECURITY, CREDIT AND EQUITY AGREEMENT" ("Supporting Document").
- 5. As part of the Purported Security, it is not clear what William H. Lovett is attempting to accomplish, as it is over forty pages of incoherent and ambiguous language, all of which, upon information and belief, is an attempt to fraudulently acquire rights or an interest in and to the Mark.
- 6. Upon information and belief, the Purported Security does not include sufficient information to transfer any interest in the Mark as the Purported Security: (i) does not identify the Mark; (ii) William H. Lovett is listed as both Conveying Party and Receiving Party, neither of which was the existing owner as of date of the filing of the Purported Security; and (iii) does not

include sufficient transfer and assignment language related to the goodwill associated with the Mark.

- 7. Upon information and belief, the Purported Security is a fraudulent filing.
- 8. FCSAmerica did not authorize the filing of the Purported Security, nor did it in any way engage with any third parties for the assignment or transfer of any rights or the granting of a security interest in and to the Mark.
- 9. William H. Lovett is not now and never has been an employee, officer, director or agent of FCSAmerica, and is not authorized to act on behalf of FCSAmerica. FCSAmerica has never entered into any transaction with William H. Lovett for the transfer of the Mark.
- 10. From the date the application was submitted for the Mark through the date of this Affidavit, FCSAmerica has never assigned, transferred, or granted a security interest in this Mark to any third party, and FCSAmerica remains the current owner of the Mark.
- 11. FCSAmerica respectfully requests this Corrective Assignment be accepted and made of record with the USPTO to ensure the assignment records are properly updated to reflect that Farm Credit Services of America, ACA is the true owner of record of the Mark.
- 12. I declare that, to the best of my knowledge and belief, the information herein is true and complete. I understand this statement is made for use as evidence in court and is subject to penalty for perjury.

Signed this 5th day of August, 2021

By: Scott J. Coziahr

Title: Executive Vice President and General Counsel, Farm Credit Services of America, ACA

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 5 day of August, 2021, before me, a Notary Public, personally appeared Scott J. Coziahr, Executive Vice President and General Counsel, Farm Credit Services of America, ACA, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(SEAL)

GENERAL NOTARY - State of Nebraska CIERA RENE SOUKUP My Comm. Exp. May 7, 2022

Ciera Reme Soukup Notary Public Signature Print: (1802 René Soukup

Title: Notary Public in and for said County and State

Exhibit A



FARM CREDIT SERVICES OF AMERICA

Reg. No. 4,410,166

 $FARM\ CREDIT\ SERVICES\ OF\ AMERICA, ACA\ (UNITED\ STATES\ FEDERALLY\ CHARTERED$

CORPORATION)

Registered Oct. 1, 2013

5015 SOUTH 118TH STREET

Int. Cl.: 36

OMAHA, NE 68137

SERVICE MARK

FOR: INSURANCE SERVICES, NAMELY, WRITING MULTI-PERIL CROP INSURANCE AND CROP HAIL INSURANCE; REAL ESTATE APPRAISAL; FINANCING SERVICES; LOAN FINANCING SERVICES; LEASE FINANCING SERVICES; LEASE-PURCHASE FINANCING SERVICES, IN CLASS 36 (U.S. CLS.

100, 101 AND 102).

PRINCIPAL REGISTER

FIRST USE 11-18-1998; IN COMMERCE 11-18-1998.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,458,862.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CREDIT SERVICES", APART

FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 85-806,214, FILED 12-19-2012

STEVEN R. FINE, EXAMINING ATTORNEY

OFFICE CONTRIBUTION CONTRIBUTIO

Deputy Director of the United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* **See** 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

Page: 2 / RN # 4,410,166

Exhibit B

OP \$90.00 85806214

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM620883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FARM CREDIT SERVICES OF AMERICA INCORPORATED, FLCA		01/11/2021	Corporation: NEBRASKA
WILLIAM H. LOVETT		01/11/2021	CAPITALIZED MEAINING NOT DEFINED HEREIN, HAS THE MEANING AS DEFINED BY THE TERMS AND CONDITIONS OF AGREEMENTS, TO AND INTO WHICH CAPITALIZED NAME HAS BEEN INCORPORATED BY REFERENCE.: UNITED STATES

RECEIVING PARTY DATA

Name:	William H. Lovett	
Also Known As:	WILLIAM H. LOVETT	
Street Address:	300 East Main Street	
Internal Address:	Unit 2677	
City:	Wauchula	
State/Country:	FLORIDA	
Postal Code:	33873-9999	
Entity Type:	INDIVIDUAL: UNITED STATES	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85806214	FARM CREDIT SERVICES OF AMERICA
Serial Number:	88418587	FARM CREDIT EAST
Serial Number:	72200083	FEDERAL LAND BANK ASSOCIATION

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.

Email: pmhlovett@yahoo.com
Correspondent Name: William H. Lovett

TRADEMARK

900591789 REEL: 007**3**6**7** FRAME: 0**926**

Address Line 1: 300 East Main Street

Address Line 2: Unit 1867

Address Line 4: Wauchula, FLORIDA 33873-9999

NAME OF SUBMITTER:	William H. Lovett
SIGNATURE:	/William H. Lovett/
DATE SIGNED:	01/18/2021

Total Attachments: 44

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THIS MASTER SECURITY, CREDIT AND EQUITY AGREEMENT

This MASTER SECURITY, CREDIT, AND EQUITY AGREEMENT amends and corrects all original agreements, as amended, modified, supplemented, extended, renewed, restated and/or replaced, successors and assigns thereto, including substitutions, affirmations, reaffirmations, confirmations, reconfirmations, resignations, or in any other form as recorded to the United States Patents and Trademarks, to and into which WILLIAM H. LOVETT is connected and/or incorporated by reference as a Pledgor of assets and properties. Grantor of security interest to the right, title, and interest, and/or as Guarantor, with particularity to the powers and licenses of agent nominee intermediaries, successors and assigns, substitutes, and appointees thereof.

WHEREAS is rebutted and revoked, all elected agent nominees, collateral agents, administration agents, foreign agents, successors and assigns, substitutes, licensed legal practitioners, and all powers of attorney and all other conjured powers thereto, that includes all licenses of use and control, who are now therefore bound to perform for Secured Party, William H. Lovett.

WHEREAS William H. Lovett, is the real and true principal owner (Grantor and Secured Party) and agent of the abstracted entity, WILLIAM H. LOVETT, to whom it necessarily refers, the righteous sole beneficiary of all rights, title, and undivided interest of every decomposition, fractionalization, collateralization, securitization, and rehypothecation, wherever located, foreign and domestic, movable, and immovable.

WHEREAS This agreement is originated by wills intellect and rational reason, in the "true office" under Natural Law, "to declare and enforce[my] our natural rights and duties.". This agreement is exercised by the right of conscience, proceeding from an internal principle with apprehension of an end, with duties to God, duties to myself, and duties to others, whereto, the obligation of making His will the rule of mine binds me to will the welfare of others. To order my conduct towards them with a due respect to the rational nature which they possess, and to the obligations of which that nature imposes on them.

WHEREAS WILLIAM H LOVETT, ("Grantor") is a metaphysical abstracted non-human entity under pledge to charters and treaties, administered and controlled by intermediaries ("Principal/Agent"), with subsistence to William H. Lovett (Grantee") to whom it's necessarily referred. In similar but same manner, WILLIAM H. LOVETT ("Grantor"), is controlled by intermediaries ("Agent Nominee"), that necessarily refers to William H. Lovett ("Grantee").

WHEREAS, Grantee takes security interest in Grantor, all of Grantors' worldwide, undivided right, title, and interest in, to and under, any and all inventions in connection with an application for Letters Patent, foreign and domestic patents, and patent applications attached thereto, together with any discoveries based thereon, continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof and including the subject matter of all claims that may be obtained therefrom, as well as, all worldwide right, title and interest in, to and under the Trademarks/Service Marks, registered and unregistered, which the non-human factor, "WILLIAM H. LOVETT" or any combination of words in which the name "WILLIAM H. LOVETT" and/or the initials "WHL" appears, including the name opposite the spelling, together with all translations, adaptations, derivations and combinations thereof together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Grantee 's own use and enjoyment, and for the use and enjoyment of Grantee's heirs of the body, and successors, as fully and entirely as the same would have been held and enjoyed by Grantor as if imposed upon pledges, grants, and assignments, had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, presents,

¹ Thomas Jefferson

and future trespass and infringement or other unauthorized use of the Patents and Trademarks, together with the right to sue for and collect the same.

WHEREAS, Grantor agrees that said Grantee may apply for and receive Letters Patent for said any and all inventions in its own name; and when requested, without charge to but at the expense of said Grantor. Agent nominees' agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on said any and all inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Grantee all facts known to relating to said any and all inventions and the history thereof, and generally doing everything reasonably possible which said Grantee shall consider desirable for aiding in securing and maintaining proper patent protection for said any and all inventions and for vesting title to said any and all inventions and all applications for patents and all patent on said inventions, in said Grantee.

NOW THEREFORE, Requesting the Honorable Commissioner of Patents and Honorable Commissioner of Trademarks, of the United States Patents and Trademarks Office, in addition to, the Undersecretary of Commerce for Intellectual Properties/Director of United States Patents and Trademarks Office, make correction to primary and supplemental registers, government and court records, recording William H. Lovett, as Secured Party/Grantee of all rights, title, and undivided interest to Trademarks/Service Marks thereto connected, and the same for Letters Patent. (NOTE: These are correction for all affected errors including but not exclusive only to contrived presumptions of voluntary agreement)

NOTE: THIS SECURITY AGREEMENT BINDS ME TO THE WELFARE OF OTHERS AS HIS WILL BINDS ME, WITH THE DUE RESPECT TO THE RATIONAL NATURE OF OTHERS & THE OBLIGATIONS NATURE IMPOSES UPON THOSE OTHERS, WITH THE GOODWILL OF THE BUSINESSES AND GOVERNMENT THERETO CONNECTED.

ARTICLE 1 SECURITY INTEREST, COLLATERAL ASSIGNMENT AND PLEDGE

Grant of Security. Grantor collaterally assigns and pledges to Secured Party, and hereby grants to Secured Party a present, absolute conditional and continuing security interest in, all the following property, assets and equity interests, whether or not such property and assets are Covered by Article 9 of the applicable UCC (collectively, and including all Pledged Collateral, «Collateral"):

<u>Fixtures and Improvements</u> — All of such Grantor's fixtures and improvements to real property in all of its forms, including the following: all buildings, structures, furnishings, and all heating, electrical, lighting, power and air conditioning equipment, and all antennas, transmitters, receivers and related equipment, and all other equipment that under applicable law constitutes a fixture, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Fixtures")—and

Equipment (and Computer Hardware) — All of such Grantor's equipment in all of its forms, including the following: all machinery, tools, motor vehicles, furniture and furnishings, and all antennas, transmitters, receivers and related equipment, all communications, telecommunications, switches and related equipment, and all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, and all documentation manuals and materials with respect to such hardware, and all rights with respect to all of the foregoing, including any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights,

THIS MASTER SECURITY, CREDIT AND EQUITY AGREEMENT