

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.B. Poindexter & Co., Inc.		02/10/2017	Corporation: DELAWARE
Morgan Olson, LLC		02/10/2017	Limited Liability Company: DELAWARE
Federal Coach, LLC		02/10/2017	Limited Liability Company: DELAWARE
EFP, LLC		02/10/2017	Limited Liability Company: DELAWARE
Eagle Specialty Vehicles, LLC		02/10/2017	Limited Liability Company: DELAWARE
Morgan Truck Body, LLC		02/10/2017	Limited Liability Company: DELAWARE
Truck Accessories Group, LLC		02/10/2017	Limited Liability Company: DELAWARE
State Wide Aluminum, Inc.		02/10/2017	Corporation: INDIANA
MIC Group, LLC		02/10/2017	Limited Liability Company: DELAWARE
Waypoint Logistics, LLC		02/10/2017	Limited Liability Company: DELAWARE
The Reading Truck Group, LLC		02/10/2017	Limited Liability Company: DELAWARE
Readtruck Holdings, LLC		02/10/2017	Limited Liability Company: DELAWARE
Reading Equipment & Distribution, LLC		02/10/2017	Limited Liability Company: DELAWARE
Reading Truck Body, LLC		02/10/2017	Limited Liability Company: DELAWARE
ABC Distribution, LLC		02/10/2017	Limited Liability Company: DELAWARE
Custom Fibreglass Manufacturing Co.		02/10/2017	Corporation: CALIFORNIA
Fibreglass Holdings, Inc.		02/10/2017	Corporation: DELAWARE
Reading Midwest Distribution, LLC		02/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent		

CH \$2115.00 3179553

Street Address:	2200 Ross Avenue
Internal Address:	9th Floor
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	3179553	EXTEND-A-SHELF
Registration Number:	1577286	READING
Registration Number:	1581060	
Registration Number:	1619748	ALUMA-FILL
Registration Number:	1903446	LATCH-MATIC
Registration Number:	2090085	ALUMA-CHOCK
Registration Number:	2149770	GRIP N' GLIDE
Registration Number:	2244552	READING
Registration Number:	2470131	REDI-DEK
Registration Number:	2498430	SPACEMAKER
Registration Number:	2687240	DUAL-PRO
Registration Number:	3705908	ADJUST-A-SHELF
Registration Number:	3705907	SURE-LOCK
Registration Number:	3161871	RUGGED AMERICAN
Registration Number:	3409012	ABC AMERICA'S BODY CO.
Registration Number:	3732544	PINNACLE
Registration Number:	1110468	SNUGTOP
Registration Number:	2003147	SNUG LID
Registration Number:	3417802	SNUGPRO
Registration Number:	3017527	SNUGRUG
Registration Number:	3466127	UTPRO
Registration Number:	1621086	SPORTSMAN
Registration Number:	3417801	GEARMATE
Registration Number:	3709896	REGENCY
Registration Number:	3723277	ECHELON-L LIMITED
Registration Number:	3726295	ECHELON LIMITED
Registration Number:	3726294	COUPE DE FLEUR
Registration Number:	3645165	KINGSLEY
Registration Number:	3819016	ULTIMATE ELITE
Registration Number:	3662162	ULTIMATE

Property Type	Number	Word Mark
Registration Number:	1902658	EFP
Registration Number:	4796266	PHARMATUFF
Registration Number:	4796261	PHARMATUFF TEMPERATURE CONTROL SOLUTIONS
Registration Number:	2995930	MORGAN OLSON
Registration Number:	2995929	MORGAN OLSON
Registration Number:	3911605	MORGAN PLATE
Registration Number:	1809022	
Registration Number:	1855674	
Registration Number:	1725420	M
Registration Number:	1850643	
Registration Number:	1632273	
Registration Number:	1503794	MORGAN
Registration Number:	4614238	MORGAN
Registration Number:	0912554	MORGAN
Registration Number:	3208892	FULL METAL JACK RABBIT
Registration Number:	3208891	JACK RABBIT
Registration Number:	3217592	PE PACE EDWARDS
Registration Number:	3208890	PACE EDWARDS
Registration Number:	3971350	LEER - WE GO TO WORK WITH YOU
Registration Number:	4112256	LEER - WE GO TO WORK WITH YOU
Registration Number:	2954460	BOXTOP
Registration Number:	3052391	LORIDER
Registration Number:	2823891	JACK RABBIT
Registration Number:	2770972	BEDLOCKER
Registration Number:	2745784	ROLL-TOP-COVER
Registration Number:	1001017	LEER
Registration Number:	4629708	SWITCHBLADE
Registration Number:	4734065	CENTURY
Registration Number:	4730129	RAIDER
Registration Number:	4941157	LIVE LARGER
Registration Number:	5067263	LEER LOCKER
Registration Number:	4941521	SWITCHBLADE
Registration Number:	1403241	ULTRA 500
Registration Number:	4487004	MORGAN
Registration Number:	4614239	MORGAN
Registration Number:	4614240	PARTS MORGAN SERVICE
Registration Number:	3646351	LEER
Registration Number:	4491157	PALTALK

Property Type	Number	Word Mark
Registration Number:	4935198	READING NO BODY BETTER
Registration Number:	4935180	READING
Serial Number:	87064808	ECHELON LIMITED
Serial Number:	87064798	ECHELON-L LIMITED
Serial Number:	87064817	ULTIMATE ELITE
Serial Number:	86813405	EQUAL
Serial Number:	86813408	EQUAL
Serial Number:	87135779	ULTRAGROOVE
Serial Number:	86860572	LIVE LARGER
Serial Number:	86827493	VELOCITY BY LEER
Serial Number:	86827628	RICOCHET BY LEER
Serial Number:	86827619	TRILOGY BY LEER
Serial Number:	86365689	TRILOGY
Serial Number:	87141714	RES
Serial Number:	86579250	READING
Serial Number:	86588995	READING NO BODY BETTER

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 214-745-5226

Email: AWALKER@WINSTEAD.COM

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	57507-2 tmsa poindexter +
NAME OF SUBMITTER:	ANDREA WALKER
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	02/21/2017

Total Attachments: 14

- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page1.tif
- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page2.tif
- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page3.tif
- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page4.tif
- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page5.tif
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- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page8.tif
- source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page9.tif
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source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page13.tif
source=57507-2 signed Trademark Security Agreement (Poindexter) dated 2-10-2017#page14.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT entered into as of February 10, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between each of the entities listed on the signature pages hereto (individually and collectively, the "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent"), for the benefit of the Administrative Agent and the other Secured Parties.

PRELIMINARY STATEMENT

J. B. Poindexter & Co. Inc., each other Grantor, the other Loan Parties, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). In connection with the Credit Agreement, Grantor executed and delivered the Pledge and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Security Agreement"), in order to induce the Lenders to enter to extend credit and other financial accommodations to the Loan Parties under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties hereby agree as follows:

AGREEMENT.

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 (or incorporated by reference) in the Security Agreement.

"Trademark License" means all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Trademarks" means all of Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Schedule 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, in the Trademark Collateral in the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. 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 of the Credit Agreement.

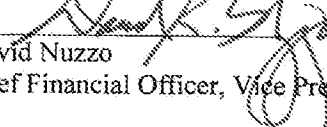
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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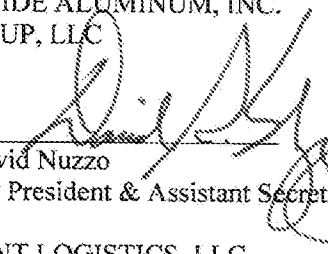
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

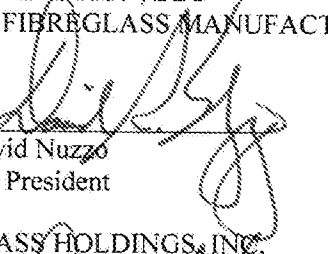
J. B. POINDEXTER & CO., INC.

By: 
Name: David Nuzzo
Title: Chief Financial Officer, Vice President & Secretary

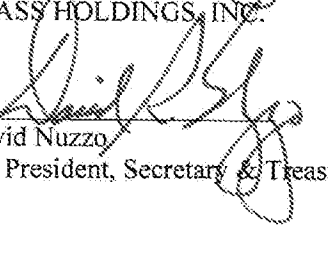
MORGAN OLSON, LLC
FEDERAL COACH, LLC
EFP, LLC
EAGLE SPECIALTY VEHICLES, LLC
MORGAN TRUCK BODY, LLC
TRUCK ACCESSORIES GROUP, LLC
STATE WIDE ALUMINUM, INC.
MIC GROUP, LLC

By: 
Name: David Nuzzo
Title: Vice President & Assistant Secretary

WAYPOINT LOGISTICS, LLC
THE READING TRUCK GROUP, LLC
READTRUCK HOLDINGS, LLC
READING EQUIPMENT & DISTRIBUTION, LLC
READING TRUCK BODY, LLC
ABC DISTRIBUTION, LLC
CUSTOM FIBREGLASS MANUFACTURING CO.

By: 
Name: David Nuzzo
Title: Vice President

FIBREGLASS HOLDINGS, INC.

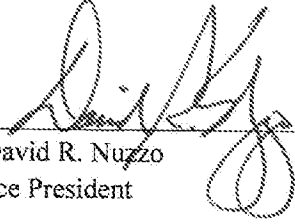
By: 
Name: David Nuzzo
Title: Vice President, Secretary & Treasurer

READING MIDWEST DISTRIBUTION, LLC

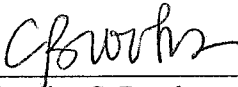
By: _____

Name: David R. Nuzzo

Title: Vice President

A handwritten signature in black ink, appearing to read "David R. Nuzzo", written over a horizontal line. The signature is stylized and includes a large loop at the end.

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: Candice C. Brooks
Title: Authorized Officer

SCHEDULE I
to Trademark Security Agreement

Item A		Registered Trademarks	
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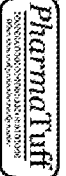
U.S. Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
EXTEND-A-SHELF	Reading Truck Body, LLC	Live	3179553	December 5, 2006
READING	Reading Truck Body, LLC	Live	1577286	January 16, 1990
(Kangaroo design)	Reading Truck Body, LLC	Live	1581060	February 6, 1990
ALUMA-FILL	Reading Truck Body, LLC	Live	1619748	October 30, 1990
LATCH-MATIC	Reading Truck Body, LLC	Live	1903446	July 4, 1995
ALUMA-CHOCK	Reading Truck Body, LLC	Live	2090085	August 19, 1997
GRIP N' GLIDE	Reading Truck Body, LLC	Live	2149770	April 7, 1998
READING (with kangaroo design)	Reading Truck Body, LLC	Live	2244552	May 11, 1999
REDI-DEK	Reading Truck Body, LLC	Live	2470131	July 17, 2001
SPACEMAKER	Reading Truck Body, LLC	Live	2498430	October 16, 2001
DUAL-PRO	Reading Truck Body, LLC	Live	2687240	February 11, 2003
ADJUST-A-SHELF	ABC Distribution, LLC	Live	3705908	November 3, 2009
SURE-LOCK	ABC Distribution, LLC	Live	3705907	November 3, 2009






RUGGED AMERICAN	ABC Distribution, LLC	Live	3161871	October 24, 2006
ABC AMERICA'S BODY CO. (and design)	ABC Distribution, LLC	Live	3409012	April 8, 2008
PINNACLE	ABC Distribution, LLC	Live	3732544	December 29, 2009
READING (with tailgate design)	Reading Truck Body, LLC	Live; Application No. 86579250 Pending	N/A	N/A
READING NO BODY BETTER (with tailgate design)	Reading Truck Body, LLC	Live; Application No. 86588995 Pending	N/A	N/A
SNUGTOP	Custom Fibreglass Manufacturing Co.	Live	1110468	January 2, 1977
SNUGLID	Custom Fibreglass Manufacturing Co.	Live	2003147	October 20, 1995
SNUGPRO	Custom Fibreglass Manufacturing Co.	Live	3417802	April 29, 2008
SNUGRUG	Custom Fibreglass Manufacturing Co.	Live	3017527	November 22, 2005
UTPRO	Custom Fibreglass Manufacturing Co.	Live	3466127	July 17, 2008
SPORTSMAN	Custom	Live	1621086	November 6,


	Fibreglass Manufacturing Co.				1990
GEARMATE	Custom Fibreglass Manufacturing Co.	Live	3417801		April 29, 2008
REGENCY	Eagle Specialty Vehicles, LLC	Live	3709896		November 10, 2009
ECHELON-L LIMITED	Eagle Specialty Vehicles, LLC	Live	3723277		December 8, 2009
ECHELON LIMITED	Eagle Specialty Vehicles, LLC	Live	3726295		December 15, 2009
COUPE DE FLEUR	Eagle Specialty Vehicles, LLC	Live	3726294		December 15, 2009
KINGSLEY	Eagle Specialty Vehicles	Live	3645165		June 23, 2009
ULTIMATE ELITE	Eagle Specialty Vehicles, LLC	Live	3819016		July 13, 2010
ULTIMATE	Eagle Specialty Vehicles, LLC	Live	3662162		July 28, 2009
EFP	EFP, LLC	Live	1902658		July 4, 1995
PHARMATUFF	EFP, LLC	Live	4796266		August 18, 2015
PharmaTuff	EFP, LLC	Live	4796261		August 18, 2015
MORGAN OLSON	Morgan Olson LLC	Live	2995930		September 13, 2005
MORGAN OLSON	Morgan Olson LLC	Live	2995929		September 13, 2005
MORGAN PLATE	Morgan Truck Body, LLC,	Live	3911605		January 25, 2011
(design only)	Morgan Truck Body, LLC	Live	1809022		December 7, 1993

(design only)	Morgan Truck Body, LLC	Live	1855674	September 27, 1994
M	Morgan Truck Body, LLC	Live	1725420	October 20, 1992
(design only)	Morgan Truck Body, LLC	Live	1850643	August 23, 1994
(design only)	Morgan Truck Body, LLC	Live	1632273	January 22, 1991
MORGAN	Morgan Truck Body, LLC	Live	1503794	September 13, 1988
MORGAN	Morgan Truck Body, LLC	Live	4614238	September 30, 2014
MORGAN	Morgan Truck Body, LLC	Live	0912554	June 8, 1971
FULL METAL JACK RABBIT	Truck Accessories Group, LLC	Live	3208892	February 13, 2007
JACK RABBIT	Truck Accessories Group, LLC	Live	3208891	February 13, 2007
PE PACE EDWARDS	Truck Accessories Group, LLC	Live	3217592	March 13, 2007
PACE EDWARDS	Truck Accessories Group, LLC	Live	3208890	February 13, 2007
LEER – WE GO TO WORK WITH YOU	Truck Accessories Group, LLC	Live	3971350	May 31, 2011
LEER – WE GO TO WORK WITH YOU	Truck Accessories Group, LLC	Live	4112256	March 13, 2012
LEER	Truck	Live	3646351	June 30, 2009

	Accessories Group, LLC				
BOXTOP	Truck Accessories Group, LLC	Live	2954460	May 24, 2005	
LORIDER	Truck Accessories Group, LLC	Live	3052391	January 31, 2006	
JACK RABBIT	Truck Accessories Group, LLC	Live	2823891	March 16, 2004	
BEDLOCKER	Truck Accessories Group, LLC	Live	2770972	October 7, 2003	
ROLL-TOP-COVER	Truck Accessories Group, LLC	Live	2745784	August 5, 2003	
LEER	Truck Accessories Group, LLC	Live	1001017	January 7, 1975	
Switchblade	Truck Accessories Group, LLC	Live	4629708	October 28, 2014	
Century	Truck Accessories Group, LLC	Live	4734065	May 12, 2015	
Raider	Truck Accessories Group, LLC	Live	4730129	May 5, 2015	
Live Larger	Truck Accessories Group, LLC	Live	4941157	April 19, 2016	
LEER Locker	Truck Accessories	Live	5067263	October 25, 2016	

	Group, LLC				
Switchblade	Truck Accessories Group, LLC	Live	4941521		April 19, 2016
ULTRA 500	J.B. Poindexter & Co., Inc.	Live	1403241		July 29, 1986
ABC AMERICA'S BODY CO. (and design)	ABC Distribution, LLC	Live	3409012		April 8, 2008
 ABC AMERICA'S BODY CO. (and design)	ABC Distribution, LLC	Live	3409012		April 8, 2008
ECHELON LIMITED	Eagle Specialty Vehicles, LLC	Live	87/064808		June 8, 2016
ECHELON-L LIMITED	Eagle Specialty Vehicles, LLC	Live	87/064798		June 8, 2016
ULTIMATE ELITE	Eagle Specialty Vehicles, LLC	Live	87/064817		June 8, 2016
eQUAL	EFP, LLC	Live	86/813405		April 19, 2016
EQUAL & DESIGN	EFP, LLC	Live	86/813408		April 18, 2016
eQUAL					
PHARMATUFF	EFP, LLC	Live	4796266		April 28, 2014
PHARMATUFF TEMPERATURE CONTROLLED SOLUTIONS WHEN TIME AND PROTECTION REALLY MATTER & DESIGN	EFP, LLC	Live	4796261		August 18, 2015
					

 <p>MORGAN & DESIGN</p>	<p>Morgan Truck Body, LLC assigned from Morgan Trailer Financial Management, L.P. 03/25/2015</p>	<p>Live</p>	<p>4487004</p>	<p>February 25, 2014</p>
<p>MORGAN & DESIGN</p> 	<p>Morgan Truck Body, LLC assigned from Morgan Trailer Financial Management, L.P. 03/25/2015</p>	<p>Live</p>	<p>4614239</p>	<p>September 30, 2014</p>
<p>PARTS MORGAN SERVICE & DESIGN</p> 	<p>Morgan Truck Body, LLC assigned from Morgan Trailer Financial Management, L.P. 03/25/2015</p>	<p>Live</p>	<p>4614240</p>	<p>September 30, 2014</p>
<p>JACK RABBIT & Design</p> 	<p>Truck Accessories Group, LLC</p>	<p>Live</p>	<p>3208891</p>	<p>February 13, 2007</p>
<p>LEER & Design</p> 	<p>Truck Accessories Group, LLC</p>	<p>Live</p>	<p>3646351</p>	<p>June 30, 2009</p>
<p>ULTRAGROOVE</p>	<p>Truck</p>	<p>Live</p>	<p>87/135779</p>	<p>August 11, 2016</p>

	Accessories Group, LLC				
LIVE LARGER	Truck Accessories Group, LLC	Live	86/860572	December 29, 2015	
VELOCITY BY LEER	Truck Accessories Group, LLC	Live	86/827493	November 20, 2015	
RICOCHET BY LEER	Truck Accessories Group, LLC	Live	86/827628	November 20, 2015	
TRILOGY BY LEER	Truck Accessories Group, LLC	Live	86/827619	November 20, 2015	
LIVE LARGER	Truck Accessories Group, LLC	Live	4491157	April 19, 2016	
TRILOGY	Truck Accessories Group, LLC	Live	86/365,689	August 13, 2014	
RES	Truck Accessories Group, LLC	Live	87/141714	August 17, 2016	
READING NO BODY BETTER & DESIGN	Reading Truck Body, LLC	Live	4935198	April 12, 2016	
 READING & DESIGN	Reading Truck Body, LLC	Live	4935180	April 12, 2016	

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Item B	Trademark Applications
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Applicant	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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