

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557853

| | | | |
|-----------------------------------|---------------------------|-----------------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Big League Chew Properties, LLC | | 10/22/2019 | Limited Liability Company: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Sarah Clotfelter | | |
| Street Address: | 2943 NE 18th Avenue | | |
| City: | Portland | | |
| State/Country: | OREGON | | |
| Postal Code: | 97212 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88169105 | BLC | |
| Serial Number: | 88326898 | BLC | |
| Serial Number: | 88326889 | BLC BLC | |
| Serial Number: | 88326879 | BLC BLC | |
| Serial Number: | 88326868 | BLC BLC | |
| Serial Number: | 88326849 | BLC 16 | |
| Serial Number: | 88171266 | BLC | |
| Serial Number: | 88171373 | | |
| Serial Number: | 88171040 | BLC | |
| Serial Number: | 88088839 | LET'S CHEW TWO! | |
| Registration Number: | 3320762 | BIG LEAGUE BUBBLE GUM | |
| Registration Number: | 3261816 | GROUNDBALL GRAPE | |
| Registration Number: | 2855185 | THE FUN ONE | |
| Registration Number: | 3962342 | BIG LEAGUE CHEW | |
| Registration Number: | 3472173 | WILD PITCH WATERMELON | |
| Registration Number: | 3871658 | SINGLES | |
| Registration Number: | 3613062 | PLAY HARD HAVE FUN | |
| Registration Number: | 2251966 | THE BALLPLAYERS' BUBBLE GUM | |
| Registration Number: | 2913405 | THE BALLPLAYER'S CHOICE | |
| TRADEMARK | | | |

OP \$565.00 88169105

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 2232754 | CHEW SMART |
| Registration Number: | 1262578 | BIG LEAGUE CHEW |
| Registration Number: | 1254665 | BIG LEAGUE CHEW |

CORRESPONDENCE DATA

Fax Number: 5032246148

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: 5032245560

Email: matt.reitel@bhlaw.com

Correspondent Name: Matthew B. Reitel

Address Line 1: 805 Southwest Broadway

Address Line 2: Suite 1900

Address Line 4: Portland, OREGON 97205

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 015120-0001 |
| NAME OF SUBMITTER: | Matthew B. Reitel |
| SIGNATURE: | /mbr/ |
| DATE SIGNED: | 01/16/2020 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT
(Big League Chew Properties, LLC)

BETWEEN: Big League Chew Properties, LLC, an Oregon limited liability company ("Company");

AND: Sarah Clotfelter ("Secured Party").

DATED: October 22, 2019.

RECITALS

As required by the terms of that certain "General Judgment of Dissolution of Marriage (Stipulated); Money Awards" for Case No. 18DR08331 (the "Judgment") between Secured Party and Robert C. Nelson ("Mr. Nelson"), the Company and Secured Party entered into a certain "Security Agreement" of even date herewith (the "Security Agreement"), pursuant to which the Company has granted a security interest to the Secured Party in all assets of the Company as security for (i) Mr. Nelson's obligations under the Judgment, and (ii) certain other "Obligations" defined and described in the Security Agreement.

Pursuant to the terms of the Security Agreement, the Company was required to execute and deliver to the Secured Party this Trademark Security Agreement for recording with the United States Patent and Trademark Office in order to provide public record notice of Secured Party's security interest in and to the Trademark Collateral.

AGREEMENT

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As set forth in greater detail in the Security Agreement, the Company has granted to Secured Party, for Secured Party's benefit, a security interest in all assets of the Company, which include, without limitation, the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

a. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, service marks, logos, other source or business identifiers, designs, and general intangibles of like nature, and all common law rights, goodwill, and registrations and applications for any of the foregoing, which the Company uses, sells, or licenses in connection with the "Big League Chew" brand or otherwise uses, sells, or licenses in connection with the sale of gum, confections, and related merchandise (collectively, the "Trademarks"), including: (i) the trademark registrations and applications and unregistered trademarks listed on Exhibit A, including all common law rights in connection with the use of any of the foregoing and any derivations or modifications of any of the foregoing; (ii) all extensions and renewals of any of the foregoing; (iii) all of the goodwill and business in connection with the use of and symbolized by the foregoing; (iv) the right to sue for past, present, and future infringement or

dilution of any of the foregoing or for any injury to goodwill; and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and other proceeds from suit;

b. Any and all agreements, licenses, and covenants providing for or granting any right, title, or interest in or to the Trademarks, or otherwise providing for a covenant not to sue for or permitting co-existence with the Trademarks (whether the Company is licensee or licensor under such agreement), including, without limitation, each agreement listed on Exhibit B; and

c. All proceeds and products of the Trademark Collateral described in Paragraphs 1.a and 1.b above.

2. **OBLIGATIONS SECURED**. The obligations secured by this Trademark Security Agreement are the “Obligations” defined and described in the Security Agreement.

3. **SECURITY AGREEMENT CONTROLS**. This Trademark Security Agreement has been made for the sole purpose of recording with the United States Patent and Trademark Office to provide public record notice of the security interest granted to Secured Party in and to the Trademark Collateral pursuant to the Security Agreement. The Company hereby acknowledges and affirms that: (a) Secured Party’s rights and remedies with respect to the security interest in and to the Trademark Collateral recorded under this Trademark Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein; (b) the Trademark Collateral constitutes only a portion of the collateral covered by the Security Agreement; and (c) this Trademark Security Agreement shall in no event amend, modify, or supersede the Security Agreement. If any provision of this Trademark Security Agreement conflicts with the terms of the Security Agreement or the Judgment, then the terms and provisions of the Security Agreement and/or Judgment, as applicable, will control and the terms of this Trademark Security Agreement shall be amended to conform to the terms of such controlling agreements.

4. **APPLICABLE LAW**. This Trademark Security Agreement will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice- or conflict-of-law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oregon. Jurisdiction and venue for any legal proceeding shall be in a court of competent jurisdiction located in Multnomah County, Oregon.

5. **MODIFICATION**. This Trademark Security Agreement may not be amended or modified except by written agreement executed by both parties.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

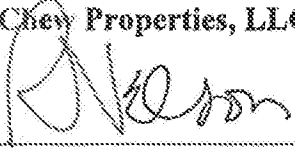
EXECUTED as of the date first listed above.

Company:

Secured Party:

Big League Chew Properties, LLC

Sarah Clotfelter

By:  _____

Name: Robert Nelson

Title: Member

EXECUTED as of the date first listed above.

Company:

Big League Chew Properties, LLC

Secured Party:

Sarah Clotfelter

By: _____

Name: Robert Nelson

Title: Member

 _____

EXHIBIT A

Trademarks

Big League Chew Brand Trademark Applications and Registrations

| Registration/ Serial Number | Mark Description | Status | Jurisdiction |
|--------------------------------|-------------------------------|------------|---------------|
| 88169105 | “BLC” and design | Pending | United States |
| 88326898 | “BLC” and design | Pending | United States |
| 88326889 | “BLC BLC” and design | Pending | United States |
| 88326879 | “BLC BLC” and design | Pending | United States |
| 88326868 | “BLC BLC” and design | Pending | United States |
| 88326849 | “BLC 16” and design | Pending | United States |
| 88171266 | “BLC” and design | Pending | United States |
| 88171373 | Design | Pending | United States |
| 88171040 | “BLC” and design | Pending | United States |
| 88088839 | “LET’S CHEW TWO!” | Pending | United States |
| 3320762 | “BIG LEAGUE BUBBLE GUM” | Registered | United States |
| 3261816 | “GROUNDBALL GRAPE” | Registered | United States |
| 2855185 | “THE FUN ONE” | Registered | United States |
| 3962342 | “BIG LEAGUE CHEW” | Registered | United States |
| 3472173 | “WILD PITCH WATERMELON” | Registered | United States |
| 3871658 | “SINGLES” | Registered | United States |
| 3613062 | “PLAY HARD HAVE FUN” | Registered | United States |
| 2251966 | “THE BALLPLAYERS’ BUBBLE GUM” | Registered | United States |
| 2913405 | “THE BALLPLAYERS’ CHOICE” | Registered | United States |
| 2232754 | “CHEW SMART” | Registered | United States |
| 1262578 | “BIG LEAGUE CHEW” | Registered | United States |
| 1254665 | “BIG LEAGUE CHEW” | Registered | United States |
| 0000986323 | “BIG LEAGUE CHEW” | Registered | Italy |
| 0001465469 | “BIG LEAGUE CHEW” stylized | Registered | Italy |
| 10880683 | “BIG LEAGUE CHEW” | Registered | China |
| 10880684 | “BIG LEAGUE CHEW” | Registered | China |
| 5521852 | “BIG LEAGUE CHEW” | Registered | Japan |
| 1034146 | “BIG LEAGUE CHEW” | Registered | Germany |
| 1694773 | “BIG LEAGUE CHEW” | Registered | France |
| 1871450 | “BIG LEAGUE CHEW” | Registered | Mexico |
| 471786 | “BIG LEAGUE CHEW” | Registered | Canada |
| 4009622030000 | “BIG LEAGUE CHEW” | Registered | Korea |

Big League Chew Brand Unregistered Trademarks

Mark Description

“CURVEBALL COTTON CANDY”

“OUTTA HERE ORIGINAL”

“SWINGIN’ SOUR APPLE”

“HOWLIN’ ORIGINAL”

“GRUESOME ORIGINAL”

EXHIBIT B

Agreements

The License Agreement dated July 16, 2010, as amended, between The Rob Nelson Company, Big League Chew Properties, LLC, Ford Gum & Machine Company, Inc., and Associated International Marketing, Inc.