

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENEVA SUPPLY, INC.		09/02/2021	Corporation: WISCONSIN
PRESTIGE PAINTS LLC		09/02/2021	Limited Liability Company: WISCONSIN
INTERSTATE MUSIC LLC		09/02/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	FIRST MIDWEST BANK, as administrative agent		
Street Address:	8750 W. Bryn Mawr, Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1919139	PRESTIGE	
Registration Number:	5601879	PRESTIGE COLORPIC	
Registration Number:	3156847	INTERSTATE MUSIC	
Registration Number:	1565223	DYNAMIC	
Registration Number:	3930715	MELOKIA	
Registration Number:	4443912	ARCHER	
Registration Number:	4462341	LE'VAR	
Registration Number:	4542145	RAVEL	
Registration Number:	4558669	UNION	
Registration Number:	4512491	FLYING CHEESE WEDGE	
Serial Number:	90779322	PRESTIGE	
Serial Number:	90779348	PRESTIGE COLORMATCH	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
TRADEMARK			

CH \$315.00 1919139

Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 2: Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 42487.00.0024

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 09/22/2021

Total Attachments: 7

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PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") made as of this 2nd day of September, 2021 by and between GENEVA SUPPLY, INC., a Wisconsin corporation, PRESTIGE PAINTS LLC, a Wisconsin limited liability company, INTERSTATE MUSIC LLC, a Wisconsin limited liability company (individually, each a "Grantor" and collectively, the "Grantors"), in favor of FIRST MIDWEST BANK, as administrative agent for the Lenders party to the Loan Agreement (as hereinafter defined) (in such capacity, together with its successors, the "Administrative Agent");

WITNESSETH:

WHEREAS, Grantors and have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantors have granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of each Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired patents, trademarks, patent and trademark applications and patent and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Loan Agreement), to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Loan Agreement):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule I attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income,

royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which each Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) each trademark and trademark application owned by any Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(iii) all Grantors' rights and obligations pursuant to its license agreements listed on Schedule 3 with any other Person or Persons with respect to any Patents and Trademark, whether each Grantor is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "License Agreements"); and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any such patent and trademark, including, without limitation, any patent and trademark referred to in the schedules annexed hereto, any patent and trademark issued pursuant to a patent and trademark application referred to in the schedules hereto and any patent and trademark licensed under any patent and trademark license.

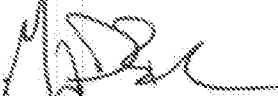
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(Signature Page to Patent, Trademark and License Security Agreement)


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:


GENEVA SUPPLY, INC., a Wisconsin corporation

By: 
Name: Mark D Becker
Title: President

PRESTIGE PAINTS LLC, a Wisconsin limited liability company

By: 
Name: Mark D Becker
Title: Member

INTERSTATE MUSIC LLC, a Wisconsin limited liability company


By: 
Name: Mark D Becker
Title: Member

(Signature Page to Patent, Trademark and License Security Agreement)

Acknowledged:

ADMINISTRATIVE AGENT:

FIRST MIDWEST BANK

By: 
Thomas Brennan
Vice President

SCHEDULE 1

PATENT AND PATENT APPLICATIONS

<u>Title</u>	<u>App. Number</u> <u>Filing Date</u>	<u>Patent No.</u> <u>Issue Date</u>	<u>Grantor</u>
Guitar	29/224233 February 25, 2005	D549272 August 21, 2007	Interstate Music LLC
A Color Selector Graphical User Interface	29/599,666 April 5, 2017	Not yet issued	Prestige Paints LLC
A Color Selector Graphical User Interface	29/725,143 February 21, 2020	Not yet issued	Prestige Paints LLC

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>App. Number</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Grantor</u>
PRESTIGE	74/568898 August 15, 1994	1919139 September 19, 1995	Prestige Paints LLC
PRESTIGE COLORPIC	87/154172 August 29, 2016	5601879 November 6, 2018	Prestige Paints LLC
INTERSTATE MUSIC	78/619265 April 28, 2005	3156847 October 17, 2006	Interstate Music LLC
DYNAMIC	73/781852 February 21, 1989	1565223 November 7, 1989	Interstate Music LLC
MELOKIA	85/012384 April 13, 2010	3930715 March 15, 2011	Interstate Music LLC
ARCHER	85/940928 May 23, 2013	4443912 December 3, 2013	Interstate Music LLC
LE'VAR	85/940837 May 23, 2013	4462341 January 7, 2014	Interstate Music LLC
RAVEL	85/940776 May 23, 2013	4542145 June 3, 2014	Interstate Music LLC
UNION	85/940844 May 23, 2013	4558669 July 1, 2014	Interstate Music LLC
FLYING CHEESE WEDGE	85/912408 April 23, 2013	4512491 April 8, 2014	Interstate Music LLC
PRESTIGE	90/779322 June 17, 2021	Not yet registered	Prestige Paints LLC
PRESTIGE COLORMATCH	90/779348 June 17, 2021	Not yet registered	Prestige Paints LLC

SCHEDULE 3

LICENSE AGREEMENTS

NONE