

07/28/2017



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REC

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

BEDFORD FALLS MFG. CO.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 8, 2017

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 2350 LAKESIDE BOULEVARD

SUITE 800

City: RICHARDSON

State: TEXAS

Country: USA Zip: 75082

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6,125,909

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: BECKY TRAN

Internal Address: _____

Street Address: 1401 BURNHAM DRIVE

City: PLANO

State: TEXAS Zip: 75093

Phone Number: (469) 209-8326

Docket Number: _____

Email Address: BECKY@COLVENANDTRAN.COM

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 00000015 6125909

01 FC:0021

Authorized User Name _____ 40.00 DP

9. Signature:

July 25, 2017

Date

BECKY TRAN, ATTORNEY-IN-FACT FOR TEXAS CAPITAL BANK
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE I

Existing and Pending Patents

The following existing and pending patents are owned by Debtor:

COUNTRY	SERIAL/ PATENT NO.	FILING/ REGISTRATION DATE	TITLE
USA	Patent No. 6,125,909	File Date: March 5, 1999	Traverse rod assembly

Existing and Pending Trademarks

The following existing and pending trademarks are owned by Debtor:

COUNTRY	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	MARK
USA	Serial No. 86295262 Registration No. 4916484	File Date: May 29, 2014 Registration Date: March 15, 2016	ANTIQUE DRAPERY ROD CO.

TRADEMARK AND PATENT SECURITY AGREEMENT

This **TRADEMARK AND PATENT SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "IP Security Agreement") is made and entered into effective as of June 8, 2017 by and between **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION** (the "Secured Party"), whose address is 2350 Lakeside Boulevard, Suite 800, Richardson, Texas 75082, and **BEDFORD FALLS MFG. CO.**, a Texas corporation (the "Debtor"), whose address is 1937 Irving Boulevard, Suite A, Dallas, Texas 75207.

RECITALS

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note of even date herewith in the original principal amount of Two Million Four Hundred Fifty-Two Thousand and No/100 Dollars (\$2,452,000.00) (the "Note"), evidencing a loan made or to be made by Lender to Debtor (individually and collectively referred to as the "Loan"), pursuant to a Loan Agreement of even date herewith; and

WHEREAS, the Debtor wishes to grant the Secured Party a security interest in his technology, information, documentation, trade secrets, inventions, source code, object code, and other similar and related things necessary in order to secure the payment and performance of the Debtor under the Note;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Collateral.** For purposes of this Security Agreement, "Collateral" shall mean and refer to any and all of Debtor's present and future right, title and interest in and to the following items, together with any and all rights corresponding or similar to the following items under applicable law:
 - (a) All patents, patent applications, and like protection, including, without limitation, improvements, diversions, continuations, renewals, reissues and extensions thereof now existing or hereafter filed, issued, or acquired (the "Patents");
 - (b) All inventions now owned by Debtor or hereafter made, created, or acquired by or for Debtor whether or not any of said inventions are patentable, including, without limitation, those inventions disclosed and/or claimed in Debtor's patents and patent applications (the "Inventions");
 - (c) All works of authorship, copyrights, copyright applications, copyright registrations, and like protection, including, without limitation, renewals, rights of termination, continuations, divisions, and extensions thereof, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law ("Copyrights");

- (d) All rights of action on account of past, present and future unauthorized use or infringement of any of said Inventions, Patents, or Copyrights;
- (e) All customer lists, trade secrets, business records, license rights, and agreements, whether Debtor is a licensor or licensee, license fees, royalties, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, and all assets associated with Debtor's Patents, Inventions, Copyrights, or Trademarks (as defined in subparagraph (i) below);
- (f) All income, royalties, damages, and payments relating to Debtor's Patents, Inventions, Copyrights, and Trademarks, now or hereafter due and/or payable, including, without limitation, damages and payments for past or future infringement of any rights conveyed hereunder;
- (g) All foreign rights corresponding to the above described rights, including, without limitation, those available by treaty and reciprocity;
- (h) All of the proceeds and products of any of the foregoing (the assets enumerated in subparagraphs (a) through (h) being hereinafter collectively referred to as the "Intellectual Property Assets");
- (i) All trademarks, service marks, trade names, trademark applications, trademark registrations, service mark registrations, trade name registrations, rights analogous to trademark and service mark rights, and like protection, including, without limitation, renewals, divisions and extensions thereof, now existing or hereafter arising, created or acquired by Debtor (the "Trademarks");
- (j) All rights of action on account of past, present and future unauthorized use or infringement of the Collateral;
- (k) The entire goodwill of the business of Debtor connected with and symbolized by the Collateral and other intangibles of Debtor.

2. **Grant of Security Interest.** For valuable consideration, the Debtor hereby grants to the Secured Party a continuing first priority security interest in the Collateral.

3. **Obligations Secured.** This IP Security Agreement and the security interest created hereby are given for the purpose of securing Debtor's performance of all obligations of the Debtor to the Secured Party under the Note, or this IP Security Agreement. All obligations secured hereby are hereinafter collectively referred to as the "Obligations."

4. **Rights to Collateral.** So long as there is no event of default under the Note or this IP Security Agreement, the Debtor shall retain possession and have full legal and beneficial ownership of the Collateral and shall have the benefit of any increase and bear the risk of any decrease in the value of the Collateral. Debtor shall pay all taxes or other charges assessable against it upon or with respect to such Collateral or any income or distributions therefrom.

5. **Security Agreement.** The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby 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.

6. **Authorization to Supplement.** If Debtor shall obtain rights to any new patentable invention or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this IP Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent right as provided in the Security Agreement.

7. **Loan Guaranty.** The Note secured by this Agreement was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA guidelines:

- (a) When the SBA is the holder of the Note, this Agreement and all documents evidencing or securing the Note will be construed in accordance with federal law.
- (b) Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Debtor nor any guarantor may claim or assert against the SBA any local or state law to deny any obligation of Debtor or defeat any claim of the SBA in respect to the Note and this Agreement.

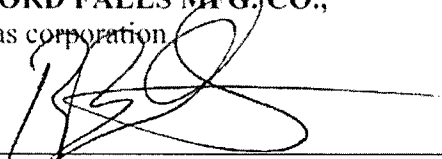
Any clause in this Agreement requiring arbitration is not enforceable when the SBA is the holder of the Note secured by this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

DEBTOR:

BEDFORD FALLS MFG. CO.,
a Texas corporation

By: 
Richard B. Smith, President

SECURED PARTY:

**TEXAS CAPITAL BANK,
NATIONAL ASSOCIATION**

By: 

Print Name: Debra Cheek

Title: Vice Pres.