## 505034649 08/03/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5081400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
JACOB ASH HOLDINGS, INC.	08/11/2011

#### **RECEIVING PARTY DATA**

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	200 PUBLIC SQUARE
Internal Address:	CM64
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114

## **PROPERTY NUMBERS Total: 7**

Property Type	Number
Application Number:	15915752
Patent Number:	6941681
Patent Number:	9295292
Patent Number:	D604481
Patent Number:	D602228
Patent Number:	D558956
Patent Number:	D558431

#### **CORRESPONDENCE DATA**

**Fax Number:** (844)670-6009

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:** 313-223-3461

**Email:** nmitchell@dickinsonwright.com

Correspondent Name: DANIEL F. BURKHART

Address Line 1: 500 WOODWARD AVENUE

Address Line 2: SUITE 4000

Address Line 4: DETROIT, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	25535-199
NAME OF SUBMITTER:	DANIEL F. BURKHART
SIGNATURE:	/Daniel F. Burkhart/

DATE SIGNED:	08/03/2018			
Total Attachments: 4				
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### NOTICE OF SECURITY INTEREST

Jacob Ash Holdings, Inc., a Pennsylvania corporation (together with its successors and permitted assigns, "Debtor"), and The Huntington National Bank (together with its successors and assigns, "Secured Party"), are parties to a certain Second Amended and Restated Intellectual Property Security Agreement dated August 11, 2011 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance of certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party does hereby further acknowledge and affirm 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 hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

#### **DEBTOR:**

Jacob Ash Holdings, Inc.,

a Pennsylvania corporation

George Francis Smith, President

#### SECURED PARTY:

The Huntington National Bank, a national banking association

STATE OF PENNSYLVANIA

: ss:

COUNTY OF ALLEGHENY

On this May of August, 2011, before me, a Notary Public, personally appeared George Francis Smith, President, who acknowledged himself to be acting on behalf of Jacob Ash Holdings, Inc., a Pennsylvania corporation, and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Dawn K. Sweeny, Notary Public City of Pittsburgh, Allegheny County My Commission Expires April 12, 2012

Member, Pennsylvania Association of Notaries

# SCHEDULE A TO NOTICE OF SECURITY INTEREST

# **Patents**

Inventor	Patent	Country	Filing Date	Application Number
Patrick G. Jarboe	Garment Having Work Revealing Window and Method of Use	USA	03/08/2018	15/915,752

Patent No.	Patent	Country	Date of Issue	Application Number
6,941,681	Warmer for Feet and Toes	USA	9/13/2005	10/382,813
9,295,292	Garment With Window and Detachable Pocket	USA	9/3/2016	14/255,004
D604,481	Footwarmer	USA	11/24/2009	29/302,480
D602,228	Heated Neck Scarf	USA	10/20/2009	29/295,245
D558,956	Heated Balaclava	USA	1/8/2008	29/252,639
D558,431	Heated Cap	USA	1/1/2008	29/252,640

# **Trademarks**

Trademark	Country	Status	Application Number	Registration Number
BUILTCOOL	USA	Allowed	87415306	N/A
AQUA E4	USA	Registered	78434023	3014157
HOT SHOT	USA	Registered	75520103	2320590
RYNO	USA	Registered	78257093	2995798
ATTABOY	USA	Registered	76316345	2561865
DOG DESIGN	USA	Registered	76325177	2588441
ATTAKID	USA	Registered	76325176	2588440
PUFFIN DESIGN	USA	Registered	76339320	2585401
IGLOO DESIGN	USA	Registered	74093767	1677705
ECORAGGS	USA	Registered	74601623	1978963
ESKI CAP & DESIGN	USA	Registered	73525165	1372702
PUFFIN DOWN	USA	Registered	74567012	1955419
FOR THOSE WHO PREFER NO WALLS TO FOUR WALLS	USA	Registered	75660270	2371754
HOTMOCS	USA	Registered	85619854	4363349
HOTMOCS PACK SOME HEAT	USA	Registered	85619871	4349036
FLAME DESIGN	USA	Registered	85619838	4345476
ECORAGGS	Canada	Registered	0782243	471627

BUILTCOOL	Canada	Pending	1845160	N/A
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## **Licenses**

- 1. License Agreement dated October 1, 2009, as amended, by and between the Debtor and Haas Outdoors, Inc.
- 2. Trademark License Authorization by and between the Debtor and Jordan Outdoor Enterprises, Ltd.
- 3. Trademark License Agreement dated May 11, 2007, as amended, by and among the Debtor, W.L. Gore & Associates, Inc. and W.L. Gore & Associates, GMBH.
- 4. License Agreement dated August 30, 2016 by and among Debtor, as licensee, and Moon Shine, LP and Damian Mantis Productions, LLC, as licensor, with respect to the license of certain patterns and trademarks to be used in connection with the manufacturing, offering for sale and distribution of certain clothing goods.
- 5. License Agreement dated April 18, 2017 by and between Debtor, as licensee and Veil Camo, LLC, as licensor with respect to the license of certain patterns and trademarks.

DETROIT 25535-199 1468496v2

**RECORDED: 08/03/2018**