TRAC

ETAS ID: TM306031

103667749

NEW ASSIGNMENT SECURITY INTEREST

CONVEYING PARTY DATA

NATURE OF CONVEYANCE:

Name	Formerly	Execution Date	Entity Type
Pikstik, LLC		05/01/2014	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association	
Street Address:	98 San Jacinto Blvd., Suite 200	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78701	
Entity Type: national banking association: US		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3846781	TELESCOPIK	
Registration Number:	3846778	TELESCOPIK	
Registration Number:	3516212	TRASHSTIK	
Registration Number:	1885837	PIK STIK	

CORRESPONDENCE DATA

Fax Number:

5124805811

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:

512-480-5772

Email:

khays@gdhm.com

Correspondent Name:

Kay Hays

Address Line 1:

401 Congress Avenue, Suite 2200

Address Line 4:

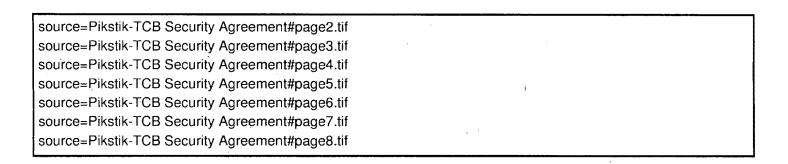
Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	A17046.47
NAME OF SUBMITTER:	Kay Hays
SIGNATURE:	/s/ Kay Hays
DATE SIGNED:	05/30/2014

Total Attachments: 8

source=Pikstik-TCB Security Agreement#page1.tif

TRADEMARK REEL: 005293 FRAME: 0205



TRADEMARK REEL: 005293 FRAME: 0206

PATENT AND TRADEMARK SECURITY AGREEMENT

Pursuant to a Security Agreement made as of June 14, 2012 (the Security Agreement"), joined in by Pikstik, LLC, an Indiana limited liability company (together with its successors and assigns, the "Grantor"), and other Grantors named therein, with Texas Capital Bank, National Association, a national banking association (the "Bank"), Grantor hereby collaterally assigns and pledges, and grants to the Bank, a security interest in and lien on, and confirms and ratifies the assignment, pledge, grant, and lien on, all of Grantor's right, title and interest in and to the following:

- (a) patents, and all applications, reissues, reexaminations, continuations, divisions, continuations-in-part, extensions and renewals thereof, and the inventions disclosed therein, and all improvements, know-how, and developments now or hereafter made (any and all being the "Patents") for the Patents referred to in Schedule I attached hereto including products embodying the Patents, and all proceeds from the sale, use or lease of the Patents and products, and
- (b) trademarks, trade names, corporate names, business names, fictitious business names, trade styles, trade dress, service marks, logos, source or business identifiers, prints, labels, designs, now existing or hereafter acquired, including all registrations, applications, and renewals thereof, together with that part of the good will of the business symbolized thereby (any and all being the "Trademarks") for the Trademarks referred to in Schedule II attached hereto, including products, advertising, and packaging embodying the Trademarks, and all proceeds from the sale, use, or lease of the Trademarks and products, to secure performance of the terms of the Security Agreement.

Bank's security interest in the Patents and Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Date: May 1, 2014

PIKS	TIK, LLC, an Indiana	
	d fiability complany.	
Ву:	Derek Lewis, Manager	
Ву:		
	Charles Diawara, Manager	

PATENT AND TRADEMARK SECURITY AGREEMENT

Pursuant to a Security Agreement made as of June 14, 2012 (the Security Agreement"), joined in by Pikstik, LLC, an Indiana limited liability company (together with its successors and assigns, the "Grantor"), and other Grantors named therein, with Texas Capital Bank, National Association, a national banking association (the "Bank"), Grantor hereby collaterally assigns and pledges, and grants to the Bank, a security interest in and lien on, and confirms and ratifies the assignment, pledge, grant, and lien on, all of Grantor's right, title and interest in and to the following:

- (a) patents, and all applications, reissues, reexaminations, continuations, divisions, continuations-in-part, extensions and renewals thereof, and the inventions disclosed therein, and all improvements, know-how, and developments now or hereafter made (any and all being the "Patents") for the Patents referred to in Schedule I attached hereto including products embodying the Patents, and all proceeds from the sale, use or lease of the Patents and products, and
- (b) trademarks, trade names, corporate names, business names, fictitious business names, trade styles, trade dress, service marks, logos, source or business identifiers, prints, labels, designs, now existing or hereafter acquired, including all registrations, applications, and renewals thereof, together with that part of the good will of the business symbolized thereby (any and all being the "Trademarks") for the Trademarks referred to in Schedule II attached hereto, including products, advertising, and packaging embodying the Trademarks, and all proceeds from the sale, use, or lease of the Trademarks and products, to secure performance of the terms of the Security Agreement.

Bank's security interest in the Patents and Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Date: May 1, 2014

PIKSTIK, LLC, an Indiana limited liability company

By:

Derok Lewis, Madager

By:

Charles Diawara, Manager

ADDRESS:

400 S. Indiana Street Hobart, IN 46342 Attention:

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ACCEPTED:

Date: May 1, 2014

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

Ву

Mike McConnell, Senior Vice President

SCHEDULE I

Patents

United States Patents

Patent No.	Title	Issue Date
UŚ 8,500,180	Pick Up Device with Leverage Action	August 6, 2013
US 7,665,782	Pick Up Device with Locking Mechanism and Leverage Action Trigger	February 23, 2010
US D591,122	Pick Up Device with Locking Mechanism and Leverage Action Trigger	April 28, 2009
US D591,121	Pick Up Device with Locking Mechanism and Leverage Action Trigger	April 28, 2009
US D591,120	Pick Up Device with Locking Mechanism and Leverage Action Trigger	April 28, 2009

United States Patent Applications

<u> </u>	Serial No.	Title	Filing Date
	61/123,930	Pick Up Device With Telescoping Tube	April 11, 2008
	60/707,689	Pick-up Device with Locking Mechanism and Leverage Action Trigger	August 12, 2005
	13/952,446	Pick Up Device with Telescoping Tube	July 26, 2013
	12/386,055	Pick Up Device With Telescoping Tube	April 11, 2009 (Abandoned in favor of 13/952,446)
	13/951,283	Pick Up Device with Leverage Action Trigger	July 25, 2013

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Foreign Patents and Patent Applications

Patent/Publication No.	Title	Issue/Publication Date
EP 2293904B1	Pick Up Device with Telescoping Tube	August 8, 2012
DE Patent	Pick Up Device with	EP Publication Date August 8, 2012
EP Publication No.	Telescoping Tube	
ES Patent	Pick Up Device with	EP Publication Date August 8,
EP Publication No.	Telescoping Tube	2012 ES Publication Date
2293904B1 ES Publication No. 2392753		December 13, 2012
	This I I make make a walking	EP Publication Date August 8
FR Patent EP Publication No.	Pick Up Device with Telescoping Tube	2012
2293904B1	reicooping rase	
GB Patent	Pick Up Device with	EP Publication Date August 8
EP Publication No. 2293904B1	Telescoping Tube	2012
IT Patent	Pick Up Device with	EP Publication Date August 8
EP Publication No. 2293904B1	Telescoping Tube	2012
SE Patent	Pick Up Device with	EP Publication Date August 8
EP Publication No. 2293904B1	Telescoping Tube	2012
EP 1919330A2	Pick Up Device	May 14, 2008
WO 2009126334A3	Pick Up Device with	January 21, 2010
W C 2005 (2005) 115	Telescoping Tube	(PCT Re-publication Date)
PCT/US2009/002263	Pick Up Device With	Withdrawn in favor of WO
	Telescoping Tube	2009126334A3 (no publication)
WO 2007021846A3	Pick Up Device with Locking Mechanism and Leverage Action Trigger	December 6, 2007
CA 2725386A1	Pick Up Device with Telescoping Tube	January 21, 2010 (PCT Re-Publication Date)
CA 2618787A1	Pick Up Device with Locking Mechanism and Leverage Action Trigger	February 22, 2007 (PCT Publication Date)
AU 2006279950B2	Pick Up Device with Locking Mechanism and Leverage Action Trigger	Grant Date: January 17, 201
AU 2009234323A1	Pick Up Device with Telescoping Tube	January 21, 2010 (PCT Re-Publication Date)

	Patent No. ZL 200980117588.6 Published in Chinese Patent Gazette, Issue No. CN 102026780B	Pick Up Device with Telescoping Tube	August 21, 2013
3	10202678013		

SCHEDULE II

Trademarks

Mark	US Reg. No.	Reg. Date
TELESCOPIK	3846781	09/07/2010
TELESCOPIK	3846778	09/07/2010
TRASHSTIK	3516212	10/14/2008
PIK STIK	1885837	03/28/1995

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TRADEMARK REEL: 005293 FRAME: 0214