

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Gem Group, Inc.		07/08/2021	Corporation: MASSACHUSETTS
Gemini Realty Trust of 1996		07/08/2021	Trust:

## RECEIVING PARTY DATA

<b>Name:</b>	Eastern Bank
<b>Street Address:</b>	265 Franklin Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Savings Bank: MASSACHUSETTS

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	6215986	GEMLINE
Serial Number:	88454155	VOLTA
Registration Number:	5462160	FASTTRACK
Registration Number:	5644002	FILL. DRINK. ENJOY
Registration Number:	5644204	FLEX EMBLEM
Registration Number:	5650150	LOGO DOME
Registration Number:	3276197	LIFE IN MOTION
Registration Number:	4798049	KID FRIENDLY
Registration Number:	3878267	KID FRIENDLY
Registration Number:	5650728	GOURMET EXPRESSIONS BY GEMLINE
Registration Number:	5650729	GOURMET EXPRESSIONS
Registration Number:	3396316	GLOBAL SOLUTIONS
Registration Number:	4588172	GEMLINE ON TREND ON TIME ON BUDGET
Registration Number:	4696364	GEMLINE ON TREND ON TIME
Registration Number:	5094150	GEMLINE
Registration Number:	1610582	GEMLINE
Registration Number:	2123821	SKYLINE
Registration Number:	5341323	LOGOMAGIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3527224	RUME
Registration Number:	4556323	RUMEID
Registration Number:	4195120	SALES INSPIRATION
Registration Number:	5223963	THE ONLY PLACE TO FIND EVERYTHING WE MAK
Registration Number:	3109259	TRAVIS & WELLS
Registration Number:	3506483	VERTEX

**CORRESPONDENCE DATA**

**Fax Number:** 6173453299  
*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:** 6173453000  
**Email:** trademarks@burnslev.com  
**Correspondent Name:** Deborah J. Peckham, Burns & Levinson LLP  
**Address Line 1:** 125 High Street  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	52492.6
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham
<b>SIGNATURE:</b>	/Deborah J Peckham/
<b>DATE SIGNED:</b>	08/16/2021

**Total Attachments: 15**

- source=Eastern Bank - Gem Group - Patent and Trademark Security Agreement 4838-7707-7737 v.2#page1.tif
- source=Eastern Bank - Gem Group - Patent and Trademark Security Agreement 4838-7707-7737 v.2#page2.tif
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of July 8, 2021, is made by and among The Gem Group, Inc., a Massachusetts corporation, and Jonathan G. Isaacson, Trustee of the Gemini Realty Trust of 1996, under Declaration of Trust dated February 12, 1996, as recorded with the Essex North District Registry of Deeds, (individually, collectively, jointly and severally, the "Debtor") each having an address at 9 International Way, Lawrence, Massachusetts, 01843, and Eastern Bank, having an address at 265 Franklin Street, Boston, Massachusetts, 02110 (the "Secured Party").

### Recitals

The Debtor and the Secured Party are parties to a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereto hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" has the meaning set forth in the Credit Agreement.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants, the Secured Party a security interest (the "Security Interest") with power of sale to the

extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and related Security Agreement executed in connection therewith (as amended or modified from time to time, the “Security Agreement”), the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation or trust, as applicable, each duly organized, validly existing and in good standing under the laws of its state of formation. This Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business(es) of the Debtor or any Affiliate (as such term is defined in the Credit Agreement and hereinafter referred to as “Affiliate”). If after the date hereof, the Debtor owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement or Security Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, which consent shall not be unreasonably withheld.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark to the extent material to its business, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a material Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to

create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default has occurred and is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured or unwaived.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement, Security Agreement or other Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be modified or amended only by a written instrument executed by all of the parties hereto. Notwithstanding the foregoing, any provision in favor of the Secured Party can be waived, terminated or discharged and the Security Interest can be released in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any

one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement or any financing statement signed by the Debtor may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement or any financing statement signed by the Debtor by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


[CONTINUED ON THE FOLLOWING PAGE]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

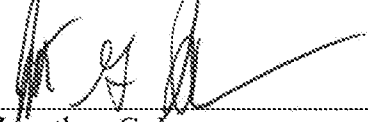
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**DEBTOR:**

THE GEM GROUP, INC.

By:   
Name: Francis P. Carpenito, Jr.  
Title: President

GEMINI REALTY TRUST OF 1996

By:   
Name: Jonathan G. Isaacson  
Title: Trustee

**SECURED PARTY:**

EASTERN BANK

By: \_\_\_\_\_  
Name: Daniel Bolger  
Title: Senior Vice President



**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**DEBTOR:**

THE GEM GROUP, INC.

By: \_\_\_\_\_

Name: Francis P. Carpenito, Jr.

Title: President

GEMINI REALTY TRUST OF 1996


By: \_\_\_\_\_

Name: Jonathan G. Isaacson

Title: Trustee

**SECURED PARTY:**

EASTERN BANK

By:  \_\_\_\_\_

Name: Daniel Bolger

Title: Senior Vice President

EXHIBIT A  
UNITED STATES ISSUED PATENTS

Debtor	Country	Title	Appl. No.	Filing Date	Issue/PCT Pub. Date	Patent/PCT Pub. No.	Status	Expiration Date
The Gem Group, Inc.	US	COLLAPSIBLE INSULATED COOLER	11/760,209	6/8/2007	10/19/2010	7,815,069 B1	Issued	1/20/2029
The Gem Group, Inc.	US	APRON WITH BEVERAGE HOLDER	11/850,422	9/5/2007	2/3/2009	7,484,249 B1	Issued	9/5/2027
The Gem Group, Inc.	US	CONVERTIBLE TOTE AND BACKPACK	29/487,555	4/9/2014	4/5/2016	D752,860S	Issued	4/5/2030
The Gem Group, Inc.	US	INSULATED CINCH PACK	29/487,556	4/9/2014	6/14/2016	D758,722S	Issued	6/14/2030
The Gem Group, Inc.	US	COLLAPSIBLE TOTE	29/487,551	4/9/2014	8/2/2016	D762,378S	Issued	8/2/2030
The Gem Group, Inc.	US	TUB COOLER WITH LID	29/515,415	1/22/2015	2/14/2017	D778,686S	Issued	2/14/2031
The Gem Group, Inc.	US	WINE CARRIER	29/527,868	5/22/2015	5/23/2017	D787,175	Issued	5/23/2032
The Gem Group, Inc.	US	IDENTIFICATION TAG FOR A BAG	29/537,167	8/24/2015	9/12/2017	D797,194 S	Issued	9/12/2032
The Gem Group, Inc.	US	BACKPACK FOR ORGANIZING AND POWERING PERSONAL ELECTRONICS	14/992,687	1/11/2016	1/2/2018	9,854,897 B1	Issued	1/11/2036
The Gem Group, Inc.	US	CONVERTIBLE TOTE AND BACKPACK	29/560,244	4/4/2016	6/13/2017	D789082	Issued	4/4/2031

The Gem Group, Inc.	US	INSULATED CINCH PACK	29/561,560	4/18/2016	4/10/2018	D814786	Issued	4/10/2033
The Gem Group, Inc.	US	POP UP CARGO TOTE	29/565,530	5/20/2016	7/11/2017	D791480	Issued	7/11/2032
The Gem Group, Inc.	US	TUB COOLER	29/593,531	2/9/2017	5/1/2018	D816,424 S	Issued	5/1/2033
The Gem Group, Inc.	US	COOLER WITH HINGING LID	15/614,493	6/5/2017	8/6/2019	10,371,429 B1	Issued	6/5/2037
The Gem Group, Inc.	US	BACKPACK	29/614,196	8/16/2017	4/21/2020	D881,554 S	Issued	4/21/2035
The Gem Group, Inc.	US	TOTE BAG	29/645,069	4/23/2018	10/8/2019	D862,071 S	Issued	10/8/2034
The Gem Group, Inc.	US	COOLER WITH HINGING LID	16/532,338	8/5/2019			Pending	
The Gem Group, Inc.	US	COOLER PAIL	29/700,780	8/6/2019			Pending	
The Gem Group, Inc.	US	COOLER WITH HINGING LID	16/837,186	4/1/2020			Pending	
The Gem Group, Inc.	US	CLOTH FACE MASK	29/737,766	6/11/2020			Pending	

UNITED STATES PATENT APPLICATIONS

Obligor	Country	Title	Appl. No.	Filing Date	Issue/PCT Pub. Date	Patent/PCT Pub. No.	Status	Expiration Date
The Gem Group, Inc.	US	DUAL COMPARTMENT COOLER	29/700,769	8/6/2019			Allowed	
The Gem Group, Inc.	US	COOLER WITH HINGING LID	16/532,338	8/5/2019			Pending	
The Gem Group, Inc.	US	COOLER PAIL	29/700,780	8/6/2019			Pending	
The Gem Group, Inc.	US	COOLER WITH HINGING LID	16/837,186	4/1/2020			Pending	
The Gem Group, Inc.	US	CLOTH FACE MASK	29/737,766	6/11/2020			Pending	

FOREIGN ISSUED PATENTS

Obligor	Country	Title	Appl. No.	Filing Date	Issue/PCT Pub. Date	Patent/PCT Pub. No.	Status	Expiration Date
The Gem Group, Inc.	EUIPO	CLOTH FACE MASK	8203848	10/14/2020	10/14/2020	008203848-0001	Issued	10/14/2045

**EXHIBIT B**  
**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS**  
**AND COLLECTIVE MEMBERSHIP MARKS**  
**REGISTRATIONS**

<b>Debtor</b>	<b>Mark</b>	<b>Class</b>	<b>Reg./Ser. No.</b>	<b>Reg./Filing Date</b>	<b>Status</b>
The Gem Group, Inc.	GEMLINE	005	6215986	12/8/2020	Pending
The Gem Group, Inc.	GEMLINE	010	6215986	12/8/2020	Pending
The Gem Group, Inc.	GEMLINE	010	6215986	12/8/2020	Pending
The Gem Group, Inc.	VOLTA	009	88454155	5/31/2019	Pending
The Gem Group, Inc.	ECO CHOICE	018	TM741,108	5/29/2009	Registered
The Gem Group, Inc.	FASTTRACK	039	5,462,160	5/8/2018	Registered
The Gem Group, Inc.	FILL. DRINK. ENJOY	021	5,644,002	1/1/2019	Registered
The Gem Group, Inc.	FLEX EMBLEM	040	5,644,204	1/2/2019	Registered
The Gem Group, Inc.	GEMLINE	018	59997	4/7/2016	Registered
The Gem Group, Inc.	GEMLINE	018	TMA646411	8/23/2005	Registered
The Gem Group, Inc.	GEMLINE	018	18148153	2/21/2020	Registered
The Gem Group, Inc.	GEMLINE	018	303638953	7/12/2016	Registered
The Gem Group, Inc.	GEMLINE	018	4334707	8/9/2020	Registered

The Gem Group, Inc.	GEMLINE	018	2123821	9/7/2020	Registered
The Gem Group, Inc.	GEMLINE	018	412121	2/29/2016	Registered
The Gem Group, Inc.	GEMLINE	018	1,610,582	8/21/1990	Registered
The Gem Group, Inc.	GEMLINE	016, 018, 035, 040	5,094,150	12/6/2016	Registered
The Gem Group, Inc.	GEMLINE	005, 010	6,215,986	12/8/2020	Registered
The Gem Group, Inc.	GEMLINE	018	307417	10/30/2018	Registered
The Gem Group, Inc.	GEMLINE ON TREND ON TIME	018	4,696,364	3/3/2015	Registered
The Gem Group, Inc.	GEMLINE ON TREND ON TIME ON BUDGET	018	4,588,172	8/19/2014	Registered
The Gem Group, Inc.	GLOBAL SOLUTIONS	035	3,396,316	3/11/2008	Registered
The Gem Group, Inc.	GOURMET EXPRESSIONS	045	5,650,729	1/8/2019	Registered
The Gem Group, Inc.	GOURMET EXPRESSIONS BY GEMLINE	045	5,650,728	1/8/2019	Registered
The Gem Group, Inc.	KID FRIENDLY	018	3,878,267	11/16/2010	Registered
The Gem Group, Inc.	KID FRIENDLY	018	4,798,049	8/25/2015	Registered
The Gem Group, Inc.	LIFE IN MOTION	018	3,276,197	8/7/2007	Registered
The Gem Group, Inc.	LOGO DOME	040	5,650,150	1/8/2019	Registered

The Gem Group, Inc.	LOGOMAGIC	040	5,341,323	11/21/2017	Registered
The Gem Group, Inc.	RUME	018	3,527,224	11/4/2008	Registered
The Gem Group, Inc.	RUMEID	018, 020, 045	4,556,323	6/24/2014	Registered
The Gem Group, Inc.	SALES INSPIRATION	035	4,195,120	8/21/2012	Registered
The Gem Group, Inc.	THE ONLY PLACE TO FIND EVERYTHING WE MAKE	035	5,223,963	6/13/2017	Registered
The Gem Group, Inc.	TRAVIS & WELLS	018	3,109,259	6/27/2006	Registered
The Gem Group, Inc.	VERTEX	018	3,506,483	9/23/2008	Registered

FOREIGN TRADEMARKS

Debtor	MarkName	Country	Registration Date	Registration Number	Goods	Filing Type
The GEM Group, Inc.	DOLME	Australia	11/11/2011	1,458,949	Specialty designed, non-magnetically encoded discs or tags made of vinyl or plastic, featuring personal identification information	NATIONAL CASE
The GEM Group, Inc.	RUME	Australia	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	Czech Republic	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	European Union	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	France	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	Germany	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	Great Britain	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol

The GEM Group, Inc.	RUME	International	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	Japan	11/02/2011	1,099,772	Carry all bags; all purpose carrying bags; tote bags, pouches of textile	Madrid Protocol
The GEM Group, Inc.	RUME	South Korea	11/02/2011	1,099,772	Compactible polyester tote bags	Madrid Protocol
The GEM Group, Inc.	RUME	USA	11/04/2008	3,527,224	Compactible polyester tote bags	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Australia	11/11/2011	1,458,951	Magnetic coded cards featuring personal identification information	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Australia	11/11/2011	1,458,951	Carry all bags; all purpose carrying bags; tote bags; pouches of textile	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Australia	11/11/2011	1,458,951	Specially designed, non magnetically encoded discs or tags made of vinyl or plastic, featuring personal identification information	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Australia	11/11/2011	1,458,951	Cuffs	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Australia	11/11/2011	1,458,951	Identification verification services, namely, providing authentication of personal identification information via a secure storage and transmitting such information by the internet	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Canada	09/27/2017	981,637	Carry all bags; all purpose carrying bags; tote bags; zippered pouches	NATIONAL CASE
The GEM Group, Inc.	RUMEID	Canada	09/27/2017	981,637	Specially designed non magnetically encoded discs or tags made of vinyl or plastic, featuring personal identification information	NATIONAL CASE
The GEM Group, Inc.	RUMEID	European Union	11/18/2011	1,111,626	Carry all bags; all purpose carrying bags; tote bags;pouches of textile	Madrid Protocol
The GEM Group, Inc.	RUMEID	European Union	11/18/2011	1,111,626	Specially designed, non magnetically encoded discs or tags made of vinyl or plastic, featuring personal identification information	Madrid Protocol
The GEM Group, Inc.	RUMEID	European Union	11/18/2011	1,111,626	providing a website featuring technology that enables users to input and manage personal identification information	Madrid Protocol
The GEM Group, Inc.	RUMEID	International	11/18/2011	1,111,626	Carry all bags; all purpose carrying bags; tote bags; pouches of textile	Madrid Protocol
The GEM Group, Inc.	RUMEID	International	11/18/2011	1,111,626	pecially designed, non magnetically encoded discs or tags made of vinyl or plastic, featuring personal identification information	Madrid Protocol
The GEM Group, Inc.	RUMEID	International	11/18/2011	1,111,626	providing a website featuring technology that enables users to input and manage personal	Madrid Protocol

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