

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snotco, LLC		12/14/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	First Business Bank		
Street Address:	401 Charmany Dr.		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Banking Institution: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86239008	'SNOTTAPE	
Serial Number:	86239017	'SNOT ADHESIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	9202920000		
Email:	jws@caliberlaw.com		
Correspondent Name:	Atty. John W. Schuster		
Address Line 1:	2214 Omro Road		
Address Line 4:	Oshkosh, WISCONSIN 54904		
NAME OF SUBMITTER:	John W. Schuster		
SIGNATURE:	/John W. Schuster/		
DATE SIGNED:	01/05/2016		
Total Attachments: 8			
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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (the "Agreement") is made and entered into this 14th day of December, 2015, by and between **Da Vinci Engineering & Consulting, LLC**, as primary Borrower, and **Snotco, LLC**, as guarantor (collectively referred to in this Agreement as the "Borrower") and **First Business Bank**, located at 401 Charmany Dr, Madison, WI 53719 (the "Lender") (collectively referred to herein as the "Parties").

1. **Grant of Security Interest.** The Borrower hereby grants, assigns, transfers, and conveys to the Lender a security interest in (1) Any and all trade secrets and any and all intellectual property rights now owned by or hereafter created by, acquired by, or held by the Borrower in any form; (2) Any and all design rights which are owned by the Borrower whether now or hereafter existing, created, acquired or held; (3) All patents, patent applications, and like protections including but not limited to all improvements, divisions, renewals, reissues, extensions and continuations in whole or in part of the same, and any foreign filings or improvements thereof, including without limitation the patent and patent applications set forth in **Exhibit A** of this Agreement (collectively the "Patents"); (4) All present and future copyrights, whether or not registered with the United State Copyright office, whether owned now or hereafter acquired, and all renewals and extensions thereof (collectively the "Copyrights"); (5) Any and all trademark, servicemarks, or trademark or servicemark rights, registered or unregistered, applications and the like, and all of the goodwill of the business connected with such trademarks, including but not limited to those trademarks set forth in **Exhibit B** (collectively the "Trademarks"); (6) All right, title, and interest in and to any and all now existing or future license agreements hereafter issued or obtained, including the right to any and all licensing fees and royalties arising from use of the intellectual property rights (collectively the "Licenses"); (7) All renewals, amendments, and extensions of any of the above Patents, Trademarks, or Copyrights (collectively the "**Collateral**"). This security interest is being granted to the Lender for the purpose of securing the payment of and performance of all of the Borrower's obligations owed to the Lender under loan numbers **#80906950-09** and **#80907250-05** and all of its extensions, modifications, and renewals, and all other obligations owed to the Lender under all other documents signed in relation to or to secure the Loan (collectively all referred to as the "Loan" and "Loan Agreements"). The assignment of Collateral under this Agreement is a contingent assignment meant to secure the Borrower's obligations under the Loan and Loan Agreements.
2. **Certification and Warranty of Title.** The Borrower hereby represents and warrants to the Lender that (1) the Borrower owns full title and rights to the Collateral, (2) the Collateral is free from all liens, encumbrances and security interests (other than those assigned to the Lender), and (3) the Borrower has full and complete authority to grant and pledge this security interest in the Collateral to the Lender.
3. **Preservation of Collateral.** The Borrower agrees that so long as this security interest and Agreement is in place, the Borrower shall use all care and take all steps necessary to preserve and take care of the Collateral, including but not limited to the following: (1) insuring and taking all steps to protect and realize upon the Collateral, (2) paying for all registration fees for the Collateral as required, and (3) sending notices, performing services, or taking any other action in connection with the management or preservation of the Collateral, and (4) keeping the intellectual property in force and properly recorded with the USPTO and any other agency, and paying all fees and making all necessary filings to keep the registrations in force.
4. **Non-Assignment and Non-Sale of Collateral by Borrower.** The Borrower agrees that until this security interest in the Collateral is released by the Lender, the Borrower shall not sell or assign the Collateral, or attempt to sell or assign the Collateral without the prior written consent of the Lender.
5. **No Liens or Encumbrances.** The Borrower agrees that until this security interest in the Collateral is released by the Lender, the Borrower shall not create or cause to be created any liens, encumbrances, or security interests in the Collateral, other than those created by this Agreement.

6. **Default.** It is agreed that the occurrence of any of the following events shall constitute a default under this Agreement (an "Event of Default"):
- (a) **Non-Payment.** The failure of the Borrower to pay any obligations secured under this Agreement when due.
 - (b) **Non-Performance.** The failure of the Borrower to perform any duties owed by the Borrower to the Lender under this Agreement or any other obligations owed to the Lender under the Loan or its supporting loan documents, collateral, and security agreements.
 - (c) **Breach of Warranties and Representations.** Any warranty or representation made by the Borrower to the Lender to extend the Loan is untrue or incorrect in any material respect.
 - (d) **Breach of other Agreement.** Breach of the Borrower under any other obligations owed to the Lender, including any terms under the Loan Agreements with the Lender.
 - (e) **Insolvency.** The Borrower becomes insolvent, subject to any proceeding under bankruptcy or insolvency laws, performs an assignment for the benefit of creditors, or has its property placed under the custody of a receiver or trustee.
 - (f) **Insecurity.** Any other event that causes the Lender, in good faith, to deem itself insecure.
7. **Remedies.** The Borrower agrees that if an Event of Default occurs, the Lender shall have all rights and remedies available to the Lender under the law, including but not limited to (1) obtain ownership of the Collateral, and (2) the right to immediately off-set and exercise its rights against the Collateral. The Borrower agrees that the Borrower shall pay for and reimburse the Lender for any expense incurred by the Lender in protecting, having to protect, or enforcing its right under this Agreement, including but not limited to all reasonable attorney fees and legal expenses incurred by the Lender in protecting or enforcing its rights under this Agreement, taking all steps necessary to protect the Collateral.
8. **Release of Security Interest.** Upon complete satisfaction of all obligations owed by the Borrower under the Loan, Loan Agreement, and any extensions, modifications, renewals thereof, the Lender shall file a release of the security interests issued under this Agreement.
9. **Right to Record.** It is agreed that the Lender shall have the right to record this Agreement at any time in order to secure its interests, including but not limited to recording this document with any agency that the Lender feels is appropriate for securing its interest in the Collateral.
10. **Amendment or Waiver.** No amendment to this Agreement shall be effective unless it is made in writing and signed by all Parties. A waiver by any Party of any provision of this Agreement shall not be binding upon any other Party unless made in writing by such other Party, and no failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver by such Party, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of each Party provided herein (i) are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law (except as otherwise expressly set forth herein); and (ii) are not conditional or contingent on any attempt by such Party to exercise any of its rights under any other related documents against the other Party or any other entity.
11. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent and final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

12. **Further Cooperation by Borrower.** The Borrower agrees to further cooperate with and perform any such other acts and deliver any and all other instruments or documents reasonably requested by the Lender that may be required to carry out and give effect to the terms, conditions, and intent of this Agreement.
13. **Governing Law; Consent to Jurisdiction Waiver of Jury Trial.** The governing law, consent to jurisdiction, and waiver of jury trial provisions of the Loan Documents are incorporated in this Agreement by reference.
14. **Legal Representation.** Buyer and Seller acknowledge that this Agreement has been drafted by Attorney John W. Schuster of Caliber Law, S.C., as an attorney for the Lender. The Parties acknowledge and are aware that Attorney Schuster is acting solely as the attorney for the Lender. Borrower acknowledges and agrees that through this Agreement, and through Lender, the Borrower was told that Borrower should retain Borrower's own legal counsel to represent Borrower in reviewing and approving this transaction.
15. **Assignment.** This Agreement may not be assigned by the Borrower except upon express written consent of the Lender.
16. **Execution in Counterparts and Fax and Scanned Signatures.** This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax, email, and scanned signatures shall be treated as originals for purposes of this Agreement and all supporting documents.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]***

EACH PARTY ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT.

IN WITNESS HEREOF, the Parties have hereunto set their hands the day and year first above written.

BORROWER:
Da Vinci Engineering & Consulting, LLC

LENDER:
First Business Bank

By: [Signature]
Timothy W. Bartley, Manager

By: [Signature]
David J. Gruenwald, Manager

By: [Signature]
Name: Will DePasse
Its: Vice President

Snoboo, LLC

By: [Signature]
Name: DAVID GRUENWALD
Title: MANAGER

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

The above-named Will DePasse personally came before me this 14th day of December, 2015 to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: LEE ANN THUR
Notary Public, State of Wisconsin
My commission expires: 09/07/16

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

The above-named Timothy Bartley personally came before me this 14th day of December, 2015 to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: LEE ANN THUR
Notary Public, State of Wisconsin
My commission expires: 09/07/16

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

The above-named David Gruenwald, personally came before me this 14th day of December, 2015 to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Leah M. Stutz
Notary Public, State of Wisconsin
My commission expires: 09/07/16

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

The above-named David Gruenwald, personally came before me this 14th day of December, 2015 to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Leah M. Stutz
Notary Public, State of Wisconsin
My commission expires: 09/07/16

This document drafted by:
Atty. John W. Schuster
Caliber Law, S.C.
2214 Omro Road
Oshkosh, WI 54904

Caliber Law, S.C. – Copyright 2015

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TRADEMARK
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Exhibit A

Case Summary Report

Date: December 14, 2015

Case Number	Case Type	Country	Title	Status/ Filing Date/ App. Serial No./ Pub. No. & Date			Pat/Reg. No./ Issue/Reg. Date	Next Reminder	Due Date
				Issued	Filed	Serial #			
2702.001	US Patent [Utility]	US	Seep Resistant Masking Material	Issued Filed: 3/15/2013 Serial #: 15/834,151 Pub #: US 2014- 0272321 A1 Pub Date: 9/18/2014			Issued: 10/7/2014 Pat #: 8,852,729 Expires: 3/15/2033 [Foreign File: PCT (2702.009)]	3.5 Year Maintenance Fee Due-US	4/7/2018
2702.003	US Patent [Utility]	US	Seep Resistant Masking Material	Pending Filed: 8/1/2014 Serial #: 14/449,224 Pub #: US 2014- 0338821 A1 Pub Date: 11/20/2014				Receive Office Action-US [Divisional of 2702.001]	8/1/2016
2702.004	US Patent [Design]	US	Masking Tape	Pending Filed: 11/13/2015 Serial #: 29/545,490				File Foreign-US	5/13/2016
2702.005	Foreign Patent [Utility]	Canada	Seep Resistant Masking Material	Pending Filed: 9/11/2015 Serial #: 2,906,325				Pay Canadian Maintenance Fee- Canada Request Examination Due - Canada	3/7/2016 3/7/2019
2702.006	Foreign Patent [Utility]	EPO	Seep Resistant Masking Material	Pending Filed: 9/15/2015 Serial #: 14767595.3				Pay Maintenance Fee Foreign Country-EPO Respond to Foreign Office Action- EPO	3/15/2016 4/22/2016
2702.007	Foreign Patent [Utility]	China	Seep Resistant Masking Material	Pending Filed: 9/15/2015 Serial #: 201480016261.0				Receive Office Action-China	9/15/2017

Exhibit A

Case Summary Report

Date: December 14, 2015

Case Number	Case Type	Country	Title	Status/ Filing Date/		Pat/Reg. No./ Issue/Reg. Date	Next Reminder	Due Date
				App. Serial No./ Pub. No. & Date	Pub. No. & Date			
2702.008 Priority Case: 2702.009	Foreign Patent [Utility]	Mexico	Seep Resistant Masking Material	Pending Filed: 9/14/2015 Serial #: MX/a/2015/012893			Receive Office Action-Mexico	9/14/2017
2702.009 Priority Case: 2702.001	PCT [Utility]	PCT	Seep Resistant Masking Material	Done Filed: 3/7/2014 Serial #: PCT/US2014/0217 57 Pub #: WO 2014/149992 Pub Date: 9/25/2014			[National Phase: see Canada (2702.005); EPO (2702.006); China (2702.007); Mexico (2702.008); Brazil (2702.012); Japan (2702.013); Korea (2702.014)]	
2702.011 Priority Case: 2702.009	US Patent [Utility]	US	Seep Resistant Masking Material	Pending Filed: 11/13/2015 Serial #: 14/940,374			Receive Office Action-US [Continuation-In-Part of 2702.003]	11/13/2017
2702.012 Priority Case: 2702.009	Foreign Patent [Utility]	Brazil	Seep Resistant Masking Material	Pending Filed: 9/14/2015 Serial #: 112015023466-6			Pay Maintenance Fee Foreign Country-Brazil File Request for Examination in Foreign Country-Brazil	3/7/2016 3/7/2017
2702.013 Priority Case: 2702.009	Foreign Patent [Utility]	Japan	Seep Resistant Masking Material	Pending Filed: 9/14/2015 Serial #: N/A			Receive Foreign Filing Receipt-Japan	1/14/2016
2702.014 Priority Case: 2702.009	Foreign Patent [Utility]	Korea, Republic of	Seep Resistant Masking Material	Pending Filed: 10/14/2015 Serial #: 10-2015- 7029456			File Request for Examination in Foreign Country-Korea	3/7/2019

Exhibit B – Unregistered and Registered Trademarks

- “Snotco”
- “Snottape” (US Serial No 86/239,008)
- “Snot Adhesive” (US Serial No 86/239,017)
- Any other trademarks, existing, pending or future