

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Innovative Products, LLC		04/28/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Chemical Bank		
Street Address:	333 East Main Street		
City:	Midland		
State/Country:	MICHIGAN		
Postal Code:	48640		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86290978	CORD DOME	
Serial Number:	86851541	CORD PROTECT	
Serial Number:	86940611	MAXX	
Serial Number:	85418769	TWIST AND SEAL	
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:	6164584256		
Email:	seddy@shrr.com		
Correspondent Name:	Sheila E. Eddy		
Address Line 1:	100 Monroe Ctr. NW		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503		
NAME OF SUBMITTER:	Sheila E. Eddy		
SIGNATURE:	/SEE/		
DATE SIGNED:	05/10/2017		
Total Attachments: 5			
source=IP Security Agreement (executed)#page1.tif			
source=IP Security Agreement (executed)#page2.tif			

OP \$115.00 86290978

source=IP Security Agreement (executed)#page3.tif
source=IP Security Agreement (executed)#page4.tif
source=IP Security Agreement (executed)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is made and executed this [] day of April, 2017, by and between Chemical Bank (“**Lender**”) and Midwest Innovative Products, LLC (“**Borrower**”).

A. Lender has agreed to issue various loans for the benefit of Borrower pursuant to a certain Business Loan Agreement dated April [], 2017 between Lender and Borrower (“**Loan Agreement**”).

B. As a material inducement to Lender’s entry into the Loan Agreement and as additional consideration thereof, Borrower has granted a security interest in favor of the Lender in and to all assets of Borrower, which includes, without limitation, any and all intellectual property rights, upon the terms contained in a certain Commercial Security Agreement dated April [], 2017 between Lender and Borrower (“**Commercial Security Agreement**”).

C. The terms contained in the Loan Agreement and Commercial Security Agreement are incorporated into this Agreement as if fully restated herein. Any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Commercial Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Security.** Upon the terms contained in the Commercial Security Agreement, Borrower grants Lender a security interest in the intellectual property assets as described in the attached **Exhibit A (“Intellectual Property Collateral”)**. Notwithstanding anything contained herein, no security interest is granted in, and the Intellectual Property Collateral shall not include, any Excluded Property.

2. **Financing Statement.** Lender is authorized to file a financing statement and amendments thereto that (a) describes the Intellectual Property Collateral; and (b) contains any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment. Borrower agrees to furnish any such information to the Lender upon request. Lender is also authorized to file any other notices with any other applicable government agencies in order to establish and provide notice of Lender’s security interest in the Intellectual Property Collateral. Borrower agrees to execute and deliver to Lender any documents and instruments reasonably necessary to effectuate the rights of Lender contemplated in this Agreement.

3. **Notices.** Any notice or communication required or permitted to be given by either party under this Agreement must be in writing. For purposes of notice, the addresses of the parties shall be as follows until changed by notice:

Borrower: MIDWEST INNOVATIVE PRODUCTS, LLC
9370 W. Laraway Road, Ste E
Frankfort, IL 60423

Lender: CHEMICAL BANK
TC Community Bank – 4107
333 East Main Street
Midland, MI 48640

4. **Rights and Remedies on Default.** In addition to the rights and remedies set forth in the Commercial Security Agreement, if an Event of Default (as that term is defined in the Commercial

Security Agreement) occurs and is continuing under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Michigan Uniform Commercial Code and any other applicable laws related to or governing the Intellectual Property Collateral.

7. Entire Agreement. This Intellectual Property Security Agreement, the Loan Agreement, the Commercial Security Agreement, and any documents referenced or defined therein (the “**Related Documents**”), comprise the entire agreement among the parties, and there are no agreements, understandings, warranties or representations among the parties other than those set forth in this Agreement and the Related Documents.

8. Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law principles. This Agreement has been executed in the State of Michigan.

9. Counterparts; Photocopies. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument. Photocopies or facsimiles of signatures to this Agreement shall be considered legally binding.

10. Effective Date. The effective date of this Agreement shall be the date first written above.

WHEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

LENDER:

BORROWER:

CHEMICAL BANK

MIDWEST INNOVATIVE PRODUCTS, LLC

By: David R. Boeve
Its: Vice President

By: Jason Duzan
Its: Manager

**EXHIBIT A
INTELLECTUAL PROPERTY COLLATERAL**

PATENTS

Number	Title	Status	Next Renewal/Maint.
13/597590	Electrical Cord Connection Covering Techniques	Patented, 8,702,440	10/22/2017
13/772859	Electrical Cord Connection Covering Techniques	Patented, 8,870,587	4/28/2018
29/483894	Electrical Cord Connection Covering Techniques	Patented, D753,606	N/A
15/137131	Electrical Cord Connection Covering Techniques	Patented, 9,413,101	2/9/2020
15/359807	Electrical Cord Connection Covering Techniques	Pending	N/A
15/461103	Electrical Cord Connection Covering Techniques	Pending	N/A
CA2844133	Electrical Cord Connection Covering Techniques	Patented	8/29/2017
MX/a/2014/002286	Electrical Cord Connection Covering Techniques	Patented (national of above)	8/29/2020
14/170800	Electrical Cord Connection Covering Techniques	Patented, 9,166,392	4/20/2019
14/867531	Electrical Cord Connection Covering Techniques	Pending	N/A
14/703274	Electrical Cord Connection Covering Techniques	Pending	N/A
PCT/US16/026737	Electrical Cord Connection Covering Techniques	Pending	N/A
29/525857	Electrical Cord Connection Cover	Patented, D763,198	N/A
29/563202	Electrical Cord Connection Cover	Pending	N/A
CA171315	Electrical Cord Connection Cover	Pending	N/A
MX/f/2016/003397	Electrical Cord Connection Cover	Pending	N/A
62/331133	Electrical Cord Connection Cover	Pending	N/A

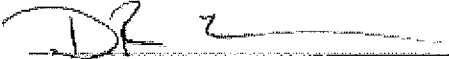
TRADEMARKS

Mark / Name	Key Information and Dates	Reg. No / Serial No.
CORD DOME	Registered Supplemental Register October 21, 2014 Int'l Class: 09 First Use: May, 2013 Filed: May 23, 2014 Registered: October 21, 2014	RN: 4626576 SN: 86290978
CORD PROTECT	Registered Supplemental Register August 2, 2016 Int'l Class: 09 First Use: May 27, 2016 Filed: December 16, 2015 Registered: August 2, 2016	RN: 5014898 SN: 86851541
MAXX	Registered July 26, 2016 Int'l Class: 09 First Use: May, 2015 Filed: March 15, 2016 Application Published: May 10, 2016 Registered: July 26, 2016	RN: 5008253 SN: 86940611
TWIST AND SEAL	Registered Supplemental Register August 28, 2012 Int'l Class: 09 First Use: November 20, 2011 Filed: September 9, 2011 Registered: August 28, 2012	RN: 4200256 SN: 85418769

WHEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

LENDER:

CHEMICAL BANK



By: David R. Boeve
Its: Vice President

BORROWER:

MIDWEST INNOVATIVE PRODUCTS, LLC

By: Jason Duzan
Its: Manager

Signature Page to IP Security Agreement

TRADEMARK
REEL: 006054 FRAME: 0739

WHEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

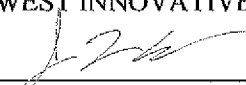
LENDER:

CHEMICAL BANK

By: David R. Boeve
Its: Vice President

BORROWER:

MIDWEST INNOVATIVE PRODUCTS, LLC



By: Jason Duzan
Its: Manager

Signature Page to IP Security Agreement