# OP \$40.00 5108957

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474642

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CATA LLC		04/27/2018	Limited Liability Company: WISCONSIN

# **RECEIVING PARTY DATA**

Name:	MILWAUKEE ECONOMIC DEVELOPMENT CORPORATION	
Street Address:	757 N. BROADWAY, SUITE 600	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53202	
Entity Type:	Corporation: WISCONSIN	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5108957	HALOVINO

### CORRESPONDENCE DATA

**Fax Number:** 4142691466

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:** (414) 269-1440

Email: INFO@MEDCONLINE.COM

Correspondent Name: TERESA DORN

Address Line 1: 757 N. BROADWAY, SUITE 600
Address Line 4: MILWAUKEE, WISCONSIN 53202

NAME OF SUBMITTER:	Teresa Dorn
SIGNATURE:	/teresa dorn/
DATE SIGNED:	05/18/2018

**Total Attachments: 3** 

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT (CATA LLC)

This Intellectual Property Security Agreement, is entered into this 27<sup>th</sup> day of April, 2018 (the "<u>IP Security Agreement</u>") by and between CATA LLC, a Wisconsin limited liability company with a place of business at 4762 N. Lake Drive, Whitefish Bay, WI 53211 (the "<u>Borrower</u>") and MILWAUKEE ECONOMIC DEVELOPMENT CORPORATION, a Wisconsin nonstock corporation with a place of business at 757 E. Broadway, Suite 600, Milwaukee, WI 53202 ("<u>Lender</u>").

# **RECITALS**

This IP Security Agreement is a supplement to that certain Business Loan Agreement and Commercial Security Agreement, dated as of the date herein, by and between the Borrower and Lender (collectively, the "Loan Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "<u>USPTO</u>") and the US Copyright Office (as applicable), which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Loan Agreement and all other Loan Documents.

# **GRANT OF SECURITY INTEREST**

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "IP Collateral").

# REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

**BORROWER:** 

CATA LLC

By:

Jessica L. Bell, Managing Member

LENDER:

MILWAUKEE ECONOMIC DEVELOPMENT

CORPORATION

By:

ohn R. Miller, Vice President

# **EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

U.S. Trademarks Registrations

**HALOVINO** 

Trademark No. 5,108,957

U.S. Patent Registrations

Drinking Vessel

Patent No. US D807,119, issued 01/09/2018

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**RECORDED: 05/18/2018**