

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTEX COMPOSITES, INC.		02/11/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Foley & Lardner LLP		
Street Address:	777 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Limited Liability Partnership: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87161400	CORTEX COMPOSITES	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414 271-2400		
Email:	jrodriguez@foley.com		
Correspondent Name:	Richard J. McKenna - Foley & Lardner LLP		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	100984-0117		
NAME OF SUBMITTER:	Richard J. McKenna		
SIGNATURE:	/R.J. McKenna/		
DATE SIGNED:	02/20/2019		
Total Attachments: 4			
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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of ^{Feb. 11} January , 2019 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), made by and among CORTEX COMPOSITES, INC., a California corporation ("Grantor"), having its principal place of business at 521 Latimer Road, Santa Monica, California 90402 (the "Grantor"), in favor of FOLEY & LARDNER LLP, a Wisconsin limited liability partnership (the "Secured Party").

1. The Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing lien and security interest in favor of the Secured Party in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "Collateral"):

a. each United States patent and patent application, including each patent and patent application referred to on Schedule A hereto;

b. each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each trademark, trademark registration and trademark application referred to in Schedule B hereto;

c. each foreign patent and patent application, including each patent and patent application referred to on Schedule C hereto; and

d. all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any patent, or past, present or future infringement or dilution of any trademark or trademark registration, including any patent or trademark listed on Schedule A, Schedule B or Schedule C hereto, or for injury to the goodwill associated with any trademark or trademark registration.

2. Secured Obligations. Grantor has outstanding payment obligations to the Secured Party and will have future payment obligations to Secured Party (collectively, the "Obligations"), each evidenced by invoices issued by Secured Party from time to time. The Collateral secures the due and prompt payment and performance of the Obligations, including (i) the principal of and premium, if any, and interest on the Obligations (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (ii) all other monetary obligations of the Grantor under or in respect of the Obligations. Notwithstanding the foregoing, the maximum cumulative total dollar amount of the Obligations shall not exceed four hundred thousand dollars (\$400,000.00).

3. Further Assurances. The Grantor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral. The Grantor

hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder. The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

4. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.


5. Governing Law; Venue. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. Grantor and Secured Party agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the State of Wisconsin or, at the Secured Party's option, any court in which the Secured Party determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of Secured Party's rights and remedies hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first above stated.

Grantor:

CORTEX COMPOSITES, INC.

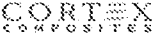
By: 
Name: Cornelius
Title: 2/11/19

Secured Party:

FOLEY & LARDNER LLP

By: *R. J. McKenna*
Name: Richard J. McKenna
Title: Partner

Schedule B: Trademarks

Country	Mark	Trademark Image	Registration Number	Application No
United States of America	CORTEX COMPOSITES & DESIGN			87/161400