

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520352

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	700521120

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LA PAVIA BEVERAGE, LLC		03/13/2019	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:	4717947	TOP NOTE

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: 4142691440
Email: INFO@MEDCONLINE.COM
Correspondent Name: TERESA DORN
Address Line 1: 757 N. BROADWAY, SUITE 600
Address Line 2: 757 N. BROADWAY, SUITE 600
Address Line 4: MILWAUKEE, UNITED STATES 53202

NAME OF SUBMITTER:	Teresa Dorn
SIGNATURE:	/teresa dorn/
DATE SIGNED:	04/23/2019

Total Attachments: 5

source=20190423124953#page1.tif
source=20190423124953#page2.tif
source=20190423124953#page3.tif

source=20190423124953#page4.tif

source=20190423124953#page5.tif



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LA PAVIA BEVERAGE, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/13/2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Milwaukee Economic Development Corporation

Street Address: 757 N. Broadway, Suite 600

City: Milwaukee

State: Wisconsin

Country: USA Zip: 53202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Wisconsin
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4,717,947

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MEDC, Attn: Teresa Dorn

Internal Address: _____

Street Address: 757 N. Broadway, Suite 600

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: (414) 269-1440

Docket Number: _____

Email Address: Info@medconline.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed - cc Form PTO-2038

8. Payment Information:

Deposit Account Number N/A

Authorized User Name _____

9. Signature:

Teresa Dorn
Signature

03/25/2019
Date

Teresa Dorn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Credit Card Payment Form**(Do not submit this form electronically via EFS-Web)
Please Read Instructions before Completing this Form****Credit Card Information****Credit Card Type:** Visa MasterCard American Express Discover

Credit Card Account #: 4798 5100 5237 9696

Credit Card Expiration Date (mm/yyyy): 11/2019

Name as it Appears on Credit Card: David E. Latona

Payment Amount (US Dollars): \$ 40.00

Cardholder Signature: *David E. Latona*

Date (mm/dd/yyyy): 03/25/2019

The USPTO does not accept an s-signature (37 CFR 1.4(e)) on credit card payment forms.**Refund Policy:** The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of \$25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.26). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.**Maximum Daily Limit:** There is a \$24,999.99 daily limit per credit card account effective June 1, 2015. There is no daily limit for debit cards.**Credit Card Billing Address**

Street Address 1: 757 N. Broadway, Suite 600

Street Address 2:

City: Milwaukee

State/Province: Wisconsin

Zip/Postal Code: 53202

Country: USA

Daytime Phone #: (414) 269-1440

Fax #: (414) 269-1466

Request and Payment Information

Description of Request and Payment Information:

Recording Fee- Trademark Security Agreement

<input type="checkbox"/> Patent Fee	<input type="checkbox"/> Patent Maintenance Fee	<input checked="" type="checkbox"/> Trademark Fee	<input type="checkbox"/> Other Fee
Application No.	Application No.	Application No.	IDON Customer No.
Patent No.	Patent No.	Registration No. 4,717,947	
Attorney Docket No.		Identify or Describe Mark	

If the cardholder includes a credit card number on any form or document other than the Credit Card Payment Form or submits this form electronically via EFS-Web, the United States Patent and Trademark Office will not be liable in the event that the credit card number becomes public knowledge.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(LA PAVIA BEVERAGE, LLC)

This Intellectual Property Security Agreement, is entered into this 13th day of March, 2019 (the "IP Security Agreement") by and between LA PAVIA BEVERAGE, LLC, a Wisconsin limited liability company with a place of business at 2018 South 1st Street, Suite 330, Milwaukee, WI 53207 (the "Borrower") and MILWAUKEE ECONOMIC DEVELOPMENT CORPORATION, a Wisconsin nonstock corporation with a place of business at 757 E. Broadway, Suite 600, Milwaukee, WI 53202 ("Lender").

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 "USPTO") 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

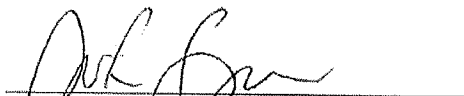
All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

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:

LA PAVIA BEVERAGE, LLC

By: 
Mary B. Pellettieri, Member

By: 
Noah M. Swanson, Member

LENDER:

MILWAUKEE ECONOMIC DEVELOPMENT
CORPORATION


By: 
John R. Miller, Vice President

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

U.S. Trademarks Registrations

Name: TOP NOTE

Trademark No. 4,717,947