

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motivo, Inc.		12/27/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Milwaukee Economic Development Corporation		
Street Address:	757 E. Broadway		
Internal Address:	Suite 600		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4768361	INDEPENDENCE BY DESIGN	
Registration Number:	4809536	MOTIVO	
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>			
Email:	ekaprelian@dkattorneys.com		
Correspondent Name:	Erin E. Kaprelian		
Address Line 1:	111 E. Kilbourn Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	88835.00140		
NAME OF SUBMITTER:	Erin E. Kaprelian		
SIGNATURE:	/Erin E. Kaprelian/		
DATE SIGNED:	05/03/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(MOTIVO, INC.)

This Intellectual Property Security Agreement, is entered into this 27th day of December, 2018 (the "IP Security Agreement") by and between MOTIVO, INC., a Wisconsin corporation with a place of business at 16227 W. Ryerson Road, New Berlin, WI 53151 (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

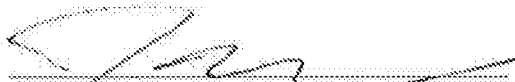
All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

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:

MOTIVO, INC.


By:


Jeremy F. Knopow, President

LENDER:

MILWAUKEE ECONOMIC DEVELOPMENT
CORPORATION

By:


John R. Miller, Vice President

Motivo PATENTS

Docket Number	Case Type	Filing Type	Status	Application No.	Application Date	Patent Number
20215/10001D	Design	National	Granted	29/461,636	7/25/2013	D746181
20215/10001	Utility	National	Granted	13/951,117	7/25/2013	9271893
20215/10005	Design	National	Granted	29/495,383	6/30/2014	D765556
20215/10002-D	Design	National	Granted	29/478,130	12/31/2013	D766781
20215/10001D-2	Design	National	Granted	29/543,156	10/21/2015	D772113
20215/10001-2	Utility	National	Granted	14/984,377	12/30/2015	9504624
20215/10003-2	Utility	National	Granted	14/600,721	1/20/2015	9706818
20215/10001-3	Utility	National	Granted	15/295,171	10/17/2016	9872810
20215/10005-2	Design	National	Granted	29/576,506	9/2/2016	D811278
20215/10002-D1 EP	Design	European Community Design	Granted	002492843-0001	6/30/2014	002492843-0001
20215/10002-D2 EP	Design	European Community Design	Granted	002492843-0002	6/30/2014	002492843-0002
20215/10002-D3 EP	Design	European Community Design	Granted	002492843-0003	6/30/2014	002492843-0003
20215/10003-3	Utility	National	Filed	15/649,868	7/14/2017	

TRADEMARK

REEL: 006636 FRAME: 0569

Grant Date	Action Due	Notes
12/29/2015	Granted	Initial Walker design patent
3/1/2016	Granted	Initial Walker utility patent
9/6/2016	Granted	Updated walker design
9/20/2016	Granted	Updated walker design
11/22/2016	Granted	Updated walker design
11/29/2016	Granted	Walker utility continuation
7/18/2017	Granted	Initial Cane/crutch utility patent
1/23/2018	Granted	Walker utility continuation
2/27/2018	Granted	Updated walker design
6/30/2014	Granted	Walker continuation
6/30/2014	Granted	Updated walker design
6/30/2014	Granted	Walker utility app
6/30/2014	Granted	Cane / Crutch continuation
	Pending Examination	

LINK

- <https://patents.google.com/patent/USD746181S1/en?oq=D746181>
- <https://patents.google.com/patent/US927189382/en?oq=9%2C271%2C893>
- <https://patents.google.com/patent/USD765556S1/en?oq=D765556>
- <https://patents.google.com/patent/USD766781S1/en?oq=+D766781>
- <https://patents.google.com/patent/USD772113S1/en?oq=D772113>
- <https://patents.google.com/patent/US9504624B2/en?oq=9504624>
- <https://patents.google.com/patent/US9706818B2/en?oq=9706818>
- <https://patents.google.com/patent/US9872810B2/en?oq=15%2F295%2C171>
- <https://patents.google.com/patent/USD811278S1/en?oq=29%2F576%2C506>
- <https://euiipo.europa.eu/eSearch/#details/designs/002492843-0001>
- <https://euiipo.europa.eu/eSearch/#details/designs/002492843-0002>
- <https://euiipo.europa.eu/eSearch/#details/designs/002492843-0003>
- <https://patents.google.com/patent/US2018000210A1/en?oq=15%2F649%2C868>

Motivo TRADEMARKS

Mark Name	Docket Number	Country	Case Type	Status	Application No.	Application Date	Registration No.
INDEPENDENCE BY DESIGN	20215/10006	United States	Regular Intent To Use	Registered	86/452,488	11/12/2014	4,768,361
MOTIVO	20215/10004	United States	Application	Registered	86/239,186	4/1/2014	4,809,536
MOTIVO	20215/10004CA	Canada Community	Regular	Registered	1,702,616	11/13/2014	TMA984,578
MOTIVO	20215/10004EP	Trademark	Regular	Registered	13466057	11/17/2014	13466057

TRADEMARK

REEL: 006636 FRAME: 0572

Registration Date	Renewal Date	Action due
7/7/2015	7/7/2025	7/7/2020-Section 8 & 15 Reminder
9/8/2015	9/8/2021	Section 8 & 15 due 9/8/21
11/8/2017	11/8/2032	none
2/22/2017	11/17/2024	none

Link

<https://tmsearch.uspto.gov/bin/gate.exe?f=doc&state=4808:mq55wd.2.1>

<http://tmsearch.uspto.gov/bin/gate.exe?f=doc&state=4808:mq55wd.3.1>

<http://www.ic.gc.ca/app/opic-cipo/trdmrks/srch/view/Trademark?id=1702616&lang=eng&tab=reg>

<https://euipo.europa.eu/eSearch/#details/trademarks/013466057>