

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WENDELLA SIGHTSEEING COMPANY, INCORPORATED		11/07/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	6111 North River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88521568	CHICAGO WATER TAXI	
Registration Number:	2913268	WENDELLA	
Registration Number:	4231676	CHICAGO'S ORIGINAL ARCHITECTURE TOUR	
Registration Number:	4570246	CHICAGO WATER TAXI	
Registration Number:	5094247	SIGNATURE LAKE AND RIVER TOUR	
CORRESPONDENCE DATA			
Fax Number:	3123271051		
<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:	312-327-1050		
Email:	jwatson@skcounsel.com		
Correspondent Name:	Scott & Kraus, LLC		
Address Line 1:	150 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Drew J. Scott, Esq.		
SIGNATURE:	/Drew J. Scott, Esq./		
DATE SIGNED:	11/13/2019		
Total Attachments: 8			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of November 7, 2019, is made by WENDELLA SIGHTSEEING COMPANY, INCORPORATED, an Illinois corporation ("Grantor"), in favor of FIFTH THIRD BANK, an Ohio Banking corporation, successor-in-interest to MB Financial Bank, N.A., successor-in-interest to American Chartered Bank ("Lender").

MB Financial Bank, N.A. merged with and into Fifth Third Bank on May 3, 2019, with Fifth Third Bank as the surviving bank. As a result of such merger, Fifth Third Bank became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

RECITALS

A. Grantor has entered into that certain Amended and Restated Loan and Security Agreement dated as November 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make certain credit available to Grantor and certain obligations owed to Lender are secured. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright right applications and copyright licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, and in to secure the payment and performance of the Obligations, including, without limitation, the Note, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor

against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral", together with the Trademark Collateral and the Patent Collateral, the "IP Collateral"); and

- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Grantor authorizes the Commission for Patents, Commissioner for Trademarks, the Register of Copyrights, and any other government official to record and register this Agreement upon request by Lender.

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 United States and the laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

This Agreement amends, restates and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of March 31, 2014 made by and between Grantor and Lender, without termination or loss of priority of the liens granted thereby, which liens the parties intend shall continue in full force and effect in favor of Lender.

[signature page follows]

Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

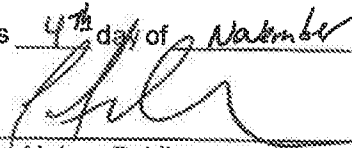
WENDELLA SIGHTSEEING COMPANY, INCORPORATED,
an Illinois corporation

By: 
Name: Michael Borgstrom
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

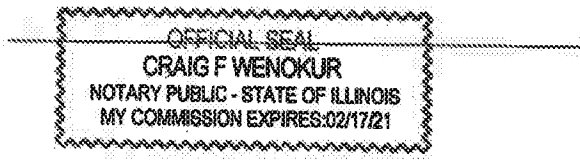
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Borgstrom, the President of Wendella Sightseeing Company, Incorporated, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of November, 2019.




Notary Public

My Commission Expires:



Acknowledged:

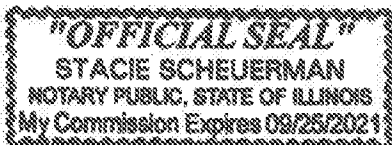
FIFTH THIRD BANK,
an Ohio banking corporation

By: 
Name: Michael S. Schwerha
Its: Senior Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael S. Schwerha, the Senior Vice President of Fifth Third Bank, an Ohio banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, 2019.




Notary Public

My Commission Expires:

9/25/21

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
Wendella	Wendella Sightseeing Company, Inc.	2913268	December 21, 2004
Chicago's Original Architecture Tour	Wendella Sightseeing Company, Inc.	4231676	October 23, 2012
Chicago Water Taxi	Wendella Sightseeing Company, Inc.	4570246	July 15, 2014
Signature Lake and River Tour	Wendella Sightseeing Company, Inc.	5094247	December 6, 2016

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Date Applied</u>
Chicago Water Taxi	US	Wendella Sightseeing Company, Inc.	88521568	July 18, 2019

Owned Internet Domain Names/URLs:

www.wendellaboats.com
www.chicagowatertaxi.com

Hosted Internet Domain Names/URL's (not owned):

NONE

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SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT COLLATERAL

Patent Number	Patent Application Number	Date Patent Issued	Filing Date of Patent Application	Assignee	<u>Title</u>
NONE					

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SCHEDULE 3

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT COLLATERAL

Copyright Reg. No.	Copyright Claimant	Registration Date	Copyright Title
NONE			

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