

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquardt Management Services, Inc.		08/31/2021	Non-Stock Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	First Midwest Bank		
Street Address:	8750 W. Bryn Mawr Ave., Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6296700	THE KNOW	
Registration Number:	6296701	THE KNOW	
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>		
Phone:	4142775330		
Email:	tm-dept@quarles.com, nicole.renouard@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Nicole J. Renouard at Quarles & BradyLLP		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202-4428		
ATTORNEY DOCKET NUMBER:	772982.0002 FMB/Marquardt		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	12/07/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of the 31st day of August, 2021, is made by Marquardt Management Services, Inc., a Wisconsin non-stock corporation ("**Grantor**"), with its principal place of business and mailing address at 1020 Hill Street, Watertown, Wisconsin 53098, in favor of First Midwest Bank ("**Lender**"), with its mailing address at 8750 W. Bryn Mawr Ave., Suite 1300, Chicago, IL 60631, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor and the Lender are parties to a Loan Agreement dated as of August 31, 2021 (such Loan Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Loan Agreement**"), pursuant to which the Lender has agreed, subject to certain terms and conditions, to make advances and make certain other financial accommodations available to the Grantor.

B. As a condition to the execution and delivery of the Loan Agreement, the Lender has required, among other things that the Grantor grant to the Lender, a lien on and security interest in the personal property of Grantor.

C. The Grantor and Lender are parties to a Security Agreement dated as of August 31, 2021 (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which the Grantor has granted a lien on and security interest in the personal property of the Grantor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its respective advancement of funds to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Lender a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

GRANTOR:

MARQUARDT MANAGEMENT SERVICES, INC.

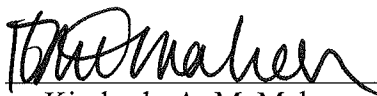
By: Julie Marks
Name: Julie Marks
Title: CFO

:

Accepted and agreed to as of the date and year first written above.

GRANTOR:

FIRST MIDWEST BANK

By: 
Name: Kimberly A. McMahon
Title: Senior Vice President

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RECORDED: 12/07/2021

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