

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809806

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Notification of Disposition of Collateral | | |
| RESUBMIT DOCUMENT ID: | 900758149 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Entelo, Inc. | | 07/05/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PARTNERS FOR GROWTH VI, L.P. | | |
| Street Address: | 1751 TIBURON BLVD. | | |
| City: | TIBURON | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94920 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5002373 | ENTELO | |
| 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: | 3123722000 | | |
| Email: | jmikulina@mwe.com, arubinstein@mwe.com, zbeal@mwe.com, ipdocketmwe@mwe.com | | |
| Correspondent Name: | Jennifer Mikulina | | |
| Address Line 1: | 444 West Lake Street, Suite 4000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-0029 | | |
| NAME OF SUBMITTER: | Abigail Rubinstein | | |
| SIGNATURE: | /Abigail Rubinsten/ | | |
| DATE SIGNED: | 05/11/2023 | | |
| Total Attachments: 9 | | | |
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration No.: 5002373

Registered: July 19, 2016

Mark: ENTELO

DECLARATION

I, JENNIFER MIKULINA, do hereby declare:

1. I am a partner in the firm of McDermott Will & Emery LLP. I am the attorney of record for Reg. No. 5002373. I make this declaration in support of the recordation of Notice of Disposition of Collateral filed by Partners for Growth VI, L.P. The following facts are based upon my own personal knowledge.
2. On June 30, 2021, Partners for Growth VI, L.P. recorded a security interest against Registration No. 5002373 for ENTELO. The security interest is recorded at Reel/Frame No. 7374/0640.
3. Subsequently, Partners for Growth VI, L.P. foreclosed on the assets listed in the security interest and served the Notice of Disposition of Collateral (attached hereto as Exhibit A) on Entelo, Inc. This Notice of Disposition of Collateral transferred ownership of Registration No. 5002373 for ENTELO from Entelo, Inc. to Partners for Growth VI L.P.
4. An authorized signatory of Entelo, Inc. is not available to execute any documents regarding the transfer of ownership of Reg. No. 5002373.

5. Partners for Growth VI, L.P. wishes to record the Notice of Disposition of Collateral so that the chain of title for Reg. No. 5002373 is clear. Pursuant to the Notice of Disposition, Partners for Growth VI, L.P. subsequently sold Reg. No. 5002373 to Silkroad Technology, Inc. The assignment to Silkroad Technology Inc. is recorded at Reel/Frame 7873/0955.

4. The recordation of this Notice of Disposition of Collateral is intended to show the change in ownership of Reg. No. 5002373 from Entelo, Inc. to Partners for Growth VI L.P.

I further declare that all facts set forth above are true, all statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful and false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this submission or any registration referenced in this document.

Dated: May 11, 2023

By: /Jennifer Mikulina/

Name: Jennifer Mikulina

Title: Attorney of Record for Reg. No. 5002373

NOTIFICATION OF DISPOSITION OF COLLATERAL
(Uniform Commercial Code Section 9613)

Date: July 5, 2022

VIA FEDERAL EXPRESS AND EMAIL (WHERE AVAILABLE)

| | |
|---------------------------------|---------------------------------|
| To: Entelo, Inc. | Entelo, Inc. |
| ConveyIQ, Inc. | ConveyIQ, Inc. |
| 1244 Rhus Street | 584 Castro Street, #909 |
| San Mateo, CA 94402 | San Francisco, CA 94114 |
| Attention: Robert Tsao, CEO | Attention: Robert Tsao, CEO |
| Email address: rtsao@entelo.com | Email address: rtsao@entelo.com |

and the persons listed on Exhibit B hereto

From: **Partners For Growth VI, L.P.** (“Secured Party”)
1751 Tiburon Blvd.
Tiburon, CA 94920

Names of Debtors (individually and collectively, “Debtor”):

Entelo, Inc., a Delaware corporation, and **ConveyIQ, Inc.**, a Delaware corporation

NOTICE IS HEREBY GIVEN THAT we will sell or otherwise dispose of the following collateral (the “Collateral”):

All right, title, and interest of Debtor in the Collateral described and defined on Exhibit A hereto,

privately on or after July 16, 2022.

THE DISPOSITION OF THE COLLATERAL WILL BE AS IS, WHERE IS AND WITH ALL FAULTS, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO THE COLLATERAL. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION. SECURED PARTY MAY DISPOSE OF ALL OF THE COLLATERAL IN ONE SALE, OR MAY DISPOSE OF COLLATERAL IN A SERIES OF SALES.

The disposition will be without prejudice to the rights and remedies which Secured Party now has or may hereafter acquire against Debtor and any and all guarantors of the obligations of Debtor, all of which are hereby expressly reserved. This Notice is without prejudice to Secured Party’s right to proceed against Collateral by other methods, including (but not limited to) the direct collection of accounts, general intangibles and other sums owing to Debtor.

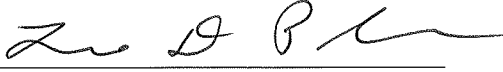
We will provide Debtor with an accounting of the unpaid indebtedness secured by the property that we intend to sell or otherwise dispose of without charge. You may request an accounting by calling us at Tel: (415) 793 – 2883.

ALL OF SECURED PARTY’S RIGHTS ARE EXPRESSLY RESERVED.

[Signature page follows]

Secured Party:

PARTNERS FOR GROWTH VI, L.P.

By 

Leo D. Plotkin, its Attorney

[Notification of Disposition of Collateral]

Exhibit A

Collateral

All right, title and interest of Debtor in and to all of the following, whether now owned or hereafter arising or acquired and wherever located (the "Collateral"): all Accounts (including health-care receivables); all Inventory; all contract rights or rights to payment of money, leases, license agreements, franchise agreements, all Equipment; all Collateral Accounts (including Deposit Accounts); all General Intangibles (including all Owned Intellectual Property), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic); all cash; all Investment Property; all Other Property; together with any and all claims, rights and interests in any of the above, together with all guaranties and security for any of the above, together with all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, together with all proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of any and all of the above and all Debtor's Books relating to any and all of the above; provided, that Collateral does not include: (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Debtor or Secured Party, or (b) any interest of Debtor as a lessee or sublessee under a real property lease or an Equipment lease if Debtor is prohibited by the terms of such lease from granting a security interest or other Lien in such lease or under which such an assignment or Lien would cause a default to occur under such lease (but only to the extent that such prohibition is enforceable under all applicable laws including, without limitation, the Code); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Debtor or Secured Party, or (c) any "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent and solely during such period that granting a security interest to Secured Party in the "intent-to-use" trademarks would be contrary to applicable law or may interfere with Debtor's rights to obtain and maintain such trademarks.

As used herein:

"Accounts" means all present and future "accounts" as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made, and includes without limitation all accounts receivable, healthcare receivables and other sums owing to Debtor.

"Books" are all Debtor's (and any other obligor's) books and records including ledgers, federal and state tax returns, records regarding Debtor's assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"Code" means the Uniform Commercial Code as adopted and in effect in the State of California from time to time.

"Collateral Account" is any Deposit Account, Securities Account or Commodity Account.

“Commodity Account” is any “commodity account” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made.

“Deposit Accounts” means all present and future “deposit accounts” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit, and shall be construed to also include securities, commodities and other Investment Property accounts.

“Equipment” means all present and future “equipment” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

“General Intangibles” means all present and future “general intangibles” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made, and includes without limitation all Intellectual Property, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

“Intellectual Property” means all present and future: (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, servicemarks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by any such trademarks; (f) Domain Rights; (g) computer software and computer software products; (h) designs and design rights; (i) technology; (j) all claims for damages by way of past, present and future infringement of any of the rights included above; and (k) all licenses or other rights to use any property or rights of a type described above.

“Inventory” means all present and future “inventory” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including such inventory as is temporarily out of Debtor’s custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

“Investment Property” means all present and future investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts, commodity accounts, and all financial assets held in any securities account or otherwise, and all options and warrants to purchase any of the foregoing, wherever located, and all other securities of every kind, whether certificated or uncertificated.

“Lien” or “lien” is a security interest, claim, mortgage, deed of trust, trust agreement, levy, charge, pledge, seizure, or other encumbrance preference, priority or preferential arrangement or imposition of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property or asset.

“Other Property” means the following as defined in the Code in effect on June 30, 2021, with such additions to such terms as may have thereafter been made, and all rights relating thereto: all present and future “commercial tort claims”, “documents”, “instruments”, “promissory notes”, “chattel paper”, “letters of credit”, “letter-of-credit rights”, “fixtures”, “farm products” and “money”; and all other goods and personal property of every kind, tangible and intangible, whether or not governed by the Code.

“Securities Account” is any “securities account” as defined in the Code in effect on June 30, 2021, with such additions to such term as may hereafter be made.

“Security Instruments” means financing statements and similar notices filed under the Code or other relevant legal requirement in any jurisdiction in which such financing statements may be filed, fixed and floating charges, share charges, mortgage debentures, and any other notices, instruments and filings relating to Collateral that reflect the “all assets” security granted to Secured Party by debtor.

Exhibit B

VIA FEDERAL EXPRESS AND EMAIL

Escalate Capital Partners SBIC III, LP
6300 Bridge Point Parkway Building 1, Suite 480
Austin, TX 78730
Attn: Ross Cockrell
Email: ross@escalatecapital.com

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

On July 5, 2022, I served the documents described as **NOTIFICATION OF DISPOSITION OF COLLATERAL** (Uniform Commercial Code Section 9613) on the interested parties in this action by placing a true copy thereof in sealed envelope(s) addressed as follows:

VIA FEDERAL EXPRESS AND E-MAIL

Entelo, Inc.
ConveyIQ, Inc.
1244 Rhus Street
San Mateo, CA 94402
Attention: Robert Tsao, CEO
Email address: rtsao@entelo.com

VIA FEDERAL EXPRESS AND E-MAIL

Entelo, Inc.
ConveyIQ, Inc.
584 Castro Street, #909
San Francisco, CA 94114
Attention: Robert Tsao, CEO
Email address: rtsao@entelo.com

VIA FEDERAL EXPRESS AND E-MAIL

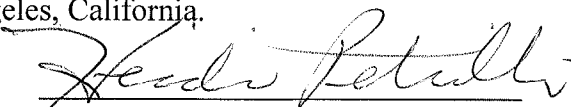
Escalate Capital Partners SBIC III, LP
6300 Bridge Point Parkway
Building 1, Suite 480
Austin, TX 78730
Attn: Ross Cockrell
Email: ross@escalatecapital.com

(By Overnight Delivery) I caused to be delivered by overnight delivery (via Federal Express) the above document to the offices of the addressee.

(By Email) I had such document electronically submitted pursuant to the email addresses attached on the service list with no system administrator error returned.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed July 5, 2022, at Los Angeles, California.


Heidi Petrilli