

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900776366		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST INNOVATIVE PRODUCTS, LLC		05/09/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NORTHSTAR BANK		
Street Address:	2800 S. State Street		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48104		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6020811	BUCKET GRIPPER	
CORRESPONDENCE DATA			
Fax Number:	2486475210		
<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:	2486476000		
Email:	valeri.mangindin@dinsmore.com		
Correspondent Name:	Dinsmore & Shohl LLP		
Address Line 1:	900 Wilshire Drive, SUite 300		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	132910-21		
NAME OF SUBMITTER:	Mark D. Schneider		
SIGNATURE:	/Mark D. Schneider/		
DATE SIGNED:	06/28/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of May 9, 2023 by **MIDWEST INNOVATIVE PRODUCTS, LLC**, an Illinois limited liability company (the "Grantor"), in favor of and **NORTHSTAR BANK**, a Michigan chartered member bank with an address at 2800 S. State Street, Ann Arbor, Michigan 48104; Attention: Rick Butte, First Vice President (the "Lender").

Recitals

A. The Grantor and Lender are parties to that certain Credit Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

B. In connection with the Credit Agreement, the Grantor is entering into that certain Security Agreement dated as of even date herewith (as amended or modified from time to time, the "Security Agreement") with Lender.

C. Pursuant to the terms of the Security Agreement, the Grantor pledges, assigns and grants to Lender a first-priority security interest in substantially all of the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired trademarks and all products and proceeds thereof (the "Trademarks"), to secure the prompt and complete payment and performance of the Obligations.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Security Documents, the Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to Lender, for the benefit of the Lender, to secure the Obligations, a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Trademark Collateral").

SECTION 2. Purpose. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement; *provided, however*, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement.

SECTION 3. Acknowledgement. The Grantor acknowledges and affirms that the rights and remedies of 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 herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts by facsimile or other electronic transmission (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 5. Governing Law and Jurisdiction. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Michigan without giving effect to its conflicts of law provisions. All judicial proceedings brought against Grantor with respect to this Agreement, shall be brought in any state or federal court of competent jurisdiction in the State of Michigan, and, by execution and delivery of this Agreement, Grantor accepts, for Grantor and in connection with Grantor's properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is available. Grantor and Lender irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

MIDWEST INNOVATIVE PRODUCTS, LLC

By: 

Name: Jason Duzan

Title: Manager

LENDER:

NORTHSTAR BANK

By: _____

Name: Rick Butte

Title: First Vice President

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.


GRANTOR:

MIDWEST INNOVATIVE PRODUCTS, LLC

By: _____
Name: Jason Duzan
Title: Manager

LENDER:

NORTHSTAR BANK

By:  _____
Name: Rick Butte
Title: First Vice President

SCHEDULE 1

Trademark Registrations

Attorney Docket No.	Country	MarkName	Application Number	Registration Number	Registration Date
35480US02	United States	TWIST AND SEAL	87/686062	5433606	03/27/2018
38244US03	United States	CORD DOME	88/702018	6089695	06/30/2020
39413US01	United States	CORD PROTECT	86/851541	5014898	08/02/2016
39497US01	United States	MAXX	86/940611	5008253	07/26/2016
90343MX01	Mexico	CLICK AND SEAL	2010445	1877291	04/25/2018
90345US01	United States	CLICK AND SEAL	87/743915	5658139	01/15/2019
90728US01	United States	BUCKET GRIPPER	88/517719	6020811	03/24/2020