

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Vollrath Company, L.L.C.		05/21/2012	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank
<b>Street Address:</b>	1525 West W.T. Harris Blvd.
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 78**

Property Type	Number	Word Mark
Registration Number:	1638439	"NEW YORK, NEW YORK"
Registration Number:	3262846	AVENGER
Registration Number:	1657443	BATTER BOSS
Registration Number:	1762909	CATERACK
Registration Number:	3099286	CAYENNE
Registration Number:	3833099	CAYENNE
Registration Number:	3392640	CAYENNE
Registration Number:	3503213	CAYENNE
Registration Number:	3568899	CENTURION
Registration Number:	1433940	CENTURION
Registration Number:	2816634	CERAMIGUARD
Registration Number:	2286711	CHOICE CUT
Registration Number:	2759758	CLASSIC SELECT
Registration Number:	2785074	CLEAN CUT

**TRADEMARK**

CH \$1965.00 1638439

Registration Number:	4054402	COOL HANDLE
Registration Number:	1166500	COOL HANDLE II
Registration Number:	3551773	COOLHEAT
Registration Number:	3548172	COOLRANGE
Registration Number:	3551772	COOLTOP
Registration Number:	3463939	COOLWAVE
Registration Number:	3050710	CUPPRO
Registration Number:	0373123	DRIPCUT
Registration Number:	3044054	EVER-SMOOTH
Registration Number:	3320452	FOODFRAMES
Registration Number:	2085010	GATORGRIP
Registration Number:	1086267	GRILL TENDER
Registration Number:	1360160	GRIP 'N SERV
Registration Number:	2626015	HARDCOAT
Registration Number:	3710112	INSTA CHILL
Registration Number:	2275852	INSTA CUT
Registration Number:	2391606	INTRIGUE
Registration Number:	3013977	JACOB'S PRIDE
Registration Number:	1673006	KONDI-KEEPER
Registration Number:	1347279	KOOL-TOUCH
Registration Number:	1043330	LETTUCE KING
Registration Number:	3400105	MIRAGE
Registration Number:	3792013	MIRAMAR
Registration Number:	3819154	MIRAMAR
Registration Number:	3398563	
Registration Number:	2335389	ODYSSEY
Registration Number:	1328059	ONION KING
Registration Number:	0935311	ONION KING
Registration Number:	2362097	ORION
Registration Number:	2007086	PLATE CRATE
Registration Number:	2664502	RACK MAX
Registration Number:	1605589	RACK-MASTER
Registration Number:	0988339	REDCO
Registration Number:	1342077	REDCO
Registration Number:	3172410	SAFETY MATE

	3341094	SAFETY MATE ICE PORTER
Registration Number:	2218352	SERVEWELL
Registration Number:	1531878	SIGNATURE SERVER
Registration Number:	1318951	SPOODLE
Registration Number:	1651525	STRAW BOSS
Registration Number:	1623717	SUPER PAN
Registration Number:	2692136	SUPER PAN 3
Registration Number:	2577921	SUPER PAN 3
Registration Number:	1673497	SUPER PAN II
Registration Number:	1725756	SUPER PAN II PLUS
Registration Number:	1814961	SWIRLSERVE
Registration Number:	2166681	TILT & POUR
Registration Number:	1334014	TOMATO KING
Registration Number:	1567185	TOTE 'N STORE
Registration Number:	1700599	TRAEX
Registration Number:	2813117	TRIBUTE
Registration Number:	3128007	TRIENNIUM
Registration Number:	3768183	TRIVENT
Registration Number:	1706831	TUFFEX
Registration Number:	3613840	TWISTER
Registration Number:	2265713	VERSAGRIP
Registration Number:	2990029	WEAR GUARD
Registration Number:	1652904	WEAR-EVER
Registration Number:	1308659	WEDGEMASTER
Registration Number:	2491034	WINDWAY
Serial Number:	85523196	SAUCE BOSS
Serial Number:	85210935	SOMERVILLE
Serial Number:	85367672	SUPER PAN V
Serial Number:	85368292	SUPERPAN 5

**CORRESPONDENCE DATA**

Fax Number: 4142713552

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: tm-dept@quarles.com

Correspondent Name: Hillary J. Wucherer

**TRADEMARK**  
**REEL: 004784 FRAME: 0462**

Address Line 1: Quarles & Brady LLP  
Address Line 2: 411 East Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 943000.00809

NAME OF SUBMITTER: Hillary J. Wucherer

Signature: /Hillary J. Wucherer/

Date: 05/21/2012

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 21, 2012 by and between The Vollrath Company, L.L.C., a Wisconsin limited liability company (the "Grantor"), having its chief executive office at 1236 North 18<sup>th</sup> Street, Sheboygan, Wisconsin 53082, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of May 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor and PW Acquisition, L.L.C., a Wisconsin limited liability company, as the borrowers, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of May 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

Provided, however, that the security interests granted herein shall not extend to any Trademark License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or

restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE VOLLRATH COMPANY, L.L.C., as Grantor

By: *Steve R. Heun*  
Name: Steve Heun  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Sheboygan

I, Kathleen A. Anderson, a Notary Public for said County and State, do hereby certify that Steve Heun personally appeared before me this day and stated that he is the Chief Financial Officer of The Vollrath Company, L.L.C. and acknowledged, on behalf of The Vollrath Company, L.L.C. the due execution of the foregoing instrument.

Witness my hand and official seal, this 17<sup>th</sup> day of May, 2012.

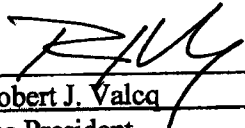
*Kathleen A. Anderson*  
Notary Public

My commission expires:

April 6, 2014

Agreed and Accepted as of the 21st day of  
May \_\_\_\_\_, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Robert J. Valca  
Title: Vice President



Schedule A to Trademark Security Agreement

TRADEMARKS

**1. Trademark Registrations**

**Owner: The Vollrath Company, L.L.C.**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Affidavit/ Renewal Due</b>	<b>Affida vit/ Renew al Filed</b>
FORMA & FUNCION. ESTO LO CAMBIA TODO	Argentina	1885311	1/19/2001	9/16/2002	9/16/2012	No
SUPER PAN 3	Argentina	1885312	1/19/2001	9/16/2002	9/16/2012	No
SUPER PAN 3	Brazil	823546659	2/6/2001	12/12/2006	12/12/2016	No
AVENGER	Canada	TMA673734	10/6/2005	9/29/2006	9/29/2021	No
CAYENNE	Canada	TMA654308	10/28/2004	12/02/2005	12/02/2020	No
CAYENNE	Canada	TMA751519	4/21/2006	10/29/2009	10/29/2024	No
CERAMIGUARD	Canada	TMA448585	2/24/1994	10/06/1995	10/06/2025	No
CONTAINER Design	Canada	TMA744098	12/22/2006	7/27/2009	7/27/2024	No
FOODFRAMES	Canada	TMA681723	10/6/2005	2/15/2007	2/15/2022	No
FORM AND FUNCTION. THIS CHANGES EVERYTHING	Canada	602213	2/14/2001	2/13/2004	2/13/2019	No
JACOB'S PRIDE	Canada	TMA678832	1/9/2004	1/2/2007	1/02/2022	No
MIRAGE	Canada	TMA748539	9/29/2006	9/23/2009	9/23/2024	No
NEW YORK, NEW YORK	Canada	403867	10/16/1990	10/23/1992	10/23/2022	No
SUPER PAN 3	Canada	645610	2/14/2001	8/12/2005	8/12/2020	No

SUPER PAN II	Canada	TMA396685	10/16/1990	4/03/1992	4/03/2022	No
TRIBUTE	Canada	625887	3/20/2003	11/18/2004	11/18/2019	No
TRIENNIUM	Canada	TMA661995	1/4/2005	3/31/2006	3/31/2021	No
TRIVENT	Canada	TMA803845	8/7/2008	8/08/2011	8/08/2026	No
CAYENNE	China P.R.	5669448	10/19/2006	11/28/2009	11/27/2019	No
CAYENNE	China P.R.	5669449	10/19/2006	12/7/2009	12/06/2019	No
PANACEA	China P.R.	4223155	8/17/2004	8/07/2007	8/06/2017	No
TRIVENT	China P.R.	6951293	9/12/2008	8/28/2010	8/27/2020	No
CAYENNE	European Union	005308598	8/25/2006	9/26/2007	8/25/2016	No
TRIVENT	European Union	00729477	10/7/2008	7/23/2009	10/07/2018	No
SUPER PAN 3	France	013078545	1/19/2001	1/19/2001	1/31/2021	No
FORM AND FUNCTION. THIS CHANGES EVERYTHING	Japan	4591105	1/31/2001	8/2/2002	8/2/2012	No
SUPER PAN 3 & Design	Japan	4954444	1/31/2001	5/19/2006	5/19/2016	No
SUPER PAN II	Japan	4933460	11/6/1998	3/03/2006	3/03/2016	No
CAYENNE	Mexico	960901	9/5/2006	10/31/2006	9/05/2016	No
DESIGN (HOME PLATE)	Mexico	982294	1/8/2007	4/25/2007	1/08/2017	No

SUPER PAN 3	Mexico	695257	2/9/2001	4/20/2001	2/09/2021	No
TRIVENT	Mexico	1095561	8/26/2008	4/20/2009	8/26/2018	No
SUPER PAN 3	Spain	2372834	1/23/2001	12/5/2001	1/23/2021	No
“NEW YORK, NEW YORK”	United States of America	1638439	7/10/1989	3/19/1991	3/19/2021	No
AVENGER	United States of America	3262846	9/20/2005	7/10/2007	7/10/2013	No
BATTER BOSS	United States of America	1657443	7/30/1990	9/17/1991	9/17/2021	No
CATERACK	United States of America	1762909	8/24/1992	4/06/1993	4/06/2013	No
CAYENNE	United States of America	3099286	10/12/2004	5/30/2006	5/30/2012	No
CAYENNE	United States of America	3833099	4/19/2006	8/10/2010	8/10/2016	No
CAYENNE	United States of America	3392640	3/8/2007	3/04/2008	3/04/2014	No
CAYENNE	United States of America	3503213	4/19/2006	9/16/2008	9/16/2014	No
CENTURION	United States of America	3568899	3/27/2007	2/03/2009	2/03/2015	No
CENTURION & Design	United States of America	1433940	2/4/1986	3/24/1987	3/24/2017	No
CERAMIGUAR D	United States of America	2816634	3/21/2003	2/24/2004	2/24/2014	No
CHOICE CUT	United States of America	2286711	5/7/1998	10/12/1999	10/12/201 9	No
CLASSIC SELECT	United States of America	2759758	7/24/2001	9/02/2003	9/02/2013	No
CLEAN CUT	United States of America	2785074	8/05/2002	11/18/2003	11/18/201 3	No
COOL HANDLE	United	4054402	6/08/2009	11/15/2011	11/15/201	No

	States of America				7	
COOL HANDLE II (Stylized)	United States of America	1166500	3/01/1979	8/25/1981	8/25/2021	No
COOLHEAT	United States of America	3551773	4/28/2004	12/23/2008	12/23/2014	No
COOLRANGE	United States of America	3548172	4/28/2004	12/16/2008	12/16/2014	No
COOLTOP	United States of America	3551772	4/28/2004	12/23/2008	12/23/2014	No
COOLWAVE	United States of America	3463939	4/28/2004	7/08/2008	7/08/2014	No
CUPPRO	United States of America	3050710	1/28/2005	1/24/2006	1/24/2016	No
DRIPCUT (Stylized)	United States of America	0373123	2/11/1939	11/28/1939	11/28/2019	No
EVER-SMOOTH	United States of America	3044054	11/24/2004	1/17/2006	1/17/2016	No
FOODFRAMES	United States of America	3320452	9/20/2005	10/23/2007	10/23/2013	No
GATORGRIP	United States of America	2085010	5/6/1996	7/29/1997	7/29/2017	No
GRILL TENDER	United States of America	1086267	6/7/1977	2/28/1978	2/28/2018	No
GRIP 'N SERV	United States of America	1360160	3/18/1985	9/17/1985	9/17/2015	No
HARDCOAT & Design	United States of America	2626015	5/30/2000	9/24/2002	9/24/2012	No
INSTA CHILL	United States of America	3710112	9/17/2008	11/10/2009	11/10/2015	No
INSTA CUT	United States of	2275852	5/18/1998	9/07/1999	9/07/2019	No

	America					
INTRIGUE	United States of America	2391606	10/22/1999	10/03/2000	10/03/2020	No
JACOB'S PRIDE	United States of America	3013977	12/1/2003	11/08/2005	11/08/2015	No
KONDI-KEEPER	United States of America	1673006	12/18/1989	1/21/1992	1/21/2012	No
KOOL-TOUCH	United States of America	1347279	2/16/1984	7/09/1985	7/09/2015	No
LETTUCE KING	United States of America	1043330	7/21/1975	7/13/1976	7/13/2016	No
MIRAGE	United States of America	3400105	8/14/2006	3/18/2008	3/18/2014	No
MIRAMAR	United States of America	3792013	1/22/2009	5/25/2010	5/25/2016	No
MIRAMAR	United States of America	3819154	10/15/2008	7/13/2010	7/13/2016	No
Design (HOME PLATE)	United States of America	3398563	6/30/2006	3/18/2008	3/18/2014	No
ODYSSEY	United States of America	2335389	3/1/1999	3/28/2000	3/28/2020	No
ONION KING	United States of America	1328059	9/30/1982	4/02/1985	4/02/2015	No
ONION KING	United States of America	0935311	6/8/1970	6/06/1972	6/06/2012	No
ORION	United States of America	2362097	7/13/1999	6/27/2000	6/27/2020	No
PLATE CRATE	United States of America	2007086	2/3/1995	10/08/1996	10/08/2016	No
RACK MAX	United States of America	2664502	8/16/2001	12/17/2002	12/17/2012	No

RACK-MASTER	United States of America	1605589	8/28/1989	7/10/1990	7/10/2020	No
REDCO	United States of America	0988339	2/28/1973	7/16/1974	7/16/2014	No
REDCO	United States of America	1342077	9/30/1982	6/18/1985	6/18/2015	No
SAFETY MATE	United States of America	3172410	4/8/2005	11/14/2006	11/14/2012	No
SAFETY MATE ICE PORTER	United States of America	3341094	4/8/2005	11/20/2007	11/20/2013	No
SERVEWELL	United States of America	2218352	6/30/1997	1/19/1999	1/19/2019	No
SIGNATURE SERVER	United States of America	1531878	8/1/1988	3/28/1989	3/28/2019	No
SPOODLE	United States of America	1318951	2/16/1984	2/12/1985	2/12/2015	No
STRAW BOSS	United States of America	1651525	8/24/1990	7/23/1991	7/23/2021	No
SUPER PAN	United States of America	1623717	5/1/1989	11/20/1990	11/20/2020	No
SUPER PAN 3	United States of America	2692136	1/10/2001	3/04/2003	3/04/2013	No
SUPER PAN 3 & Design	United States of America	2577921	1/10/2001	6/11/2002	6/11/2012	No
SUPER PAN II	United States of America	1673497	3/15/1991	1/28/1992	1/28/2022	No
SUPER PAN II PLUS	United States of America	1725756	6/28/1991	10/20/1992	10/20/2012	No
SWIRLSERVE	United States of America	1814961	3/18/1993	1/04/1994	1/04/2014	No
TILT & POUR	United	2166681	5/5/1997	6/16/1998	6/16/2018	No

	States of America					
TOMATO KING	United States of America	1334014	9/30/1982	5/07/1985	5/07/2015	No
TOTE 'N STORE	United States of America	1567185	1/12/1989	11/21/1989	11/21/2019	No
TRAEX	United States of America	1700599	7/23/1991	7/14/1992	7/14/2012	No
TRIBUTE	United States of America	2813117	3/13/2003	2/10/2004	2/10/2014	No
TRIENNIUM	United States of America	3128007	12/28/2004	8/08/2006	8/08/2012	No
TRIVENT	United States of America	3768183	4/8/2008	3/30/2010	3/30/2016	No
TUFFEX	United States of America	1706831	9/30/1991	8/11/1992	8/11/2012	No
TWISTER	United States of America	3613840	2/16/2005	4/28/2009	4/28/2015	No
VERSAGRIP	United States of America	2265713	1/6/1998	7/27/1999	7/27/2019	No
WEAR GUARD & Design	United States of America	2990029	2/7/2003	8/30/2005	8/30/2015	No
WEAR-EVER	United States of America	1652904	10/2/1989	8/06/1991	8/06/2021	No
WEDGEMASTER	United States of America	1308659	9/30/1982	12/11/1984	12/11/2014	No
WINDWAY	United States of America	2491034	11/24/1997	9/18/2001	9/18/2021	No

## 2. Trademark Applications

**Applicant: The Vollrath Company, L.L.C.**

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Applicant</b>	<b>Filing Date</b>
SUPERPAN 5 & Design	Japan	2011-094280	The Vollrath Company, L.L.C.	12/28/2011
SUPERPAN 5 & Design	Mexico	1238390	The Vollrath Company, L.L.C.	1/2/2012
SAUCE BOSS	United States of America	85/523196	The Vollrath Company, L.L.C.	1/23/2012
SOMERVILLE	United States of America	85/210935	The Vollrath Company, L.L.C.	1/05/2011
SUPER PAN 5	United States of America	85/367672	The Vollrath Company, L.L.C.	7/11/2011
SUPERPAN 5 & Design	United States of America	85/368292	The Vollrath Company, L.L.C.	7/11/2011



Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None