

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMI Industries Inc.		08/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	200 Public Square
Internal Address:	Suite 3200
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3501730	360°
Registration Number:	1973733	EMPRESS
Registration Number:	1810559	ENVIROPURE
Registration Number:	0378297	FILTER QUEEN
Registration Number:	3583244	GOOD FOR YOU . . . GOOD FOR YOUR ENVIRONMENT
Registration Number:	3583334	GOOD FOR YOU, GOOD FOR YOUR ENVIRONMENT
Registration Number:	2656358	HEALTH MOR AN HMI INDUSTRIES INC. COMPANY
Registration Number:	1753732	HEALTH-MOR INC.
Registration Number:	2651861	
Registration Number:	1866813	MAJESTIC
Registration Number:	2062855	MEDI-FILTER
Registration Number:	2320231	MEDI PURE
Registration Number:	1838584	MINI POW-R-NOZZLE

OP \$490.00 3501730

Registration Number:	1815375	
Registration Number:	1941266	PRINCESS
Registration Number:	3630378	RESTORER
Registration Number:	1593851	
Registration Number:	1976252	
Registration Number:	3587878	ZOË

CORRESPONDENCE DATA

Fax Number: 2163634588
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216.363.4635
Email: trademark@beneschlaw.com
Correspondent Name: Malisheia O. Douglas
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	35534-2
NAME OF SUBMITTER:	Malisheia O. Douglas
Signature:	/Malisheia O. Douglas/
Date:	08/20/2012

Total Attachments: 25

source=Intellectual Property Security Agreement - HMI Industries Inc#page1.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page2.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page3.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page4.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page5.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page6.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page7.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page8.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page9.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page10.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page11.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page12.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page13.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page14.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page15.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page16.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page17.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page18.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page19.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page20.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page21.tif

source=Intellectual Property Security Agreement - HMI Industries Inc#page22.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page23.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page24.tif
source=Intellectual Property Security Agreement - HMI Industries Inc#page25.tif

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered at Cleveland, Ohio as of this 7th day of August 2012, by HMI INDUSTRIES INC., a Delaware corporation (together with its successors and assigns, "Pledgor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS:

Pledgor, ADVANTEDGE CREDIT MANAGEMENT SERVICES INC., a Delaware corporation ("AdvantEdge", and together with Pledgor, collectively "Borrowers" and each individually a "Borrower"), and Bank are entering into that certain Credit Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Bank grant the financial accommodations to Borrowers as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Bank the Line of Credit (as defined in the Credit Agreement) and the other financial accommodations under the Credit Agreement.

Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Bank under the Credit Agreement and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Debt" shall mean (a) all present and future Indebtedness of Borrowers to Bank; (b) all obligations of Borrowers and rights of Bank under this Agreement; and (c) all present and future

7201208 v3

obligations of Borrowers (or any of them) to Bank of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrowers, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Borrowers may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

“Event of Default” shall mean (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Indebtedness, including, without limitation, the Credit Agreement, or (ii) any other agreement among Borrowers (or any of them) and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Borrowers (or any of them) herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Borrowers (or any of them) shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or proceeds thereto, or any attachment or like levy on any property of any Borrower; and (e) Bank, in good faith, believes any or all of the Collateral and/or proceeds thereto to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, Borrowers or any guarantor.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“PTO” shall mean the United States Patent and Trademark Office.

“Security Agreement” shall mean that certain Security Agreement between Pledgor and Bank, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified).

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for the lien created hereby or as otherwise agreed to by Bank, or as previously disclosed by Pledgor to Bank in writing, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so would not have a material adverse effect on the financial condition or operation of Pledgor;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said list contains, among other things, all Trademarks that are registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that said list contains, among others things, all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that it is not aware of any third party claim that infringes or will infringe on any patent.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice without Bank's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Bank and its employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times as is set forth in Section 4.2 of the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. With respect to all domestic patents, Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. With respect to all domestic trademarks, Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Bank may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in

escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, all commitments of Bank to extend credit to Borrowers have been terminated and such commitments are not replaced by any other credit facility or commitment with Bank, this Agreement shall terminate and Bank shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Bank's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Bank pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24 and 25 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Pledgor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred

at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Pledgor or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Pledgor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Bank's Prime Rate in effect from time to time.

10. Pledgor's Obligations to Prosecute. Unless Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such Collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Bank in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment would not reasonably be expected to result in a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Bank's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Bank for all damages, and expenses, including reasonable attorneys' fees incurred by Bank in connection with the provisions of this Section 11, in the event Bank elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Bank prompt written notice thereof.

16. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof or to remove any abandoned Collateral as contemplated by Sections 9 and 10 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Bank may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Bank. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

22. Notice. All notices, requests and demands required under this Agreement must be in writing, addressed to Bank or Pledgor at the address specified in the Credit Agreement for such party, or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by certified mail, upon receipt; and (c) if sent by telecopy, upon receipt.

23. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law.

24. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Bank pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Bank, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement, shall be diminished or impaired by:

(a) the granting by Bank of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Bank to grant any other credit to any Obligor even if Bank thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Bank of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of Loan Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor, whether or not Bank receives consideration for the release,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Bank to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Bank in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

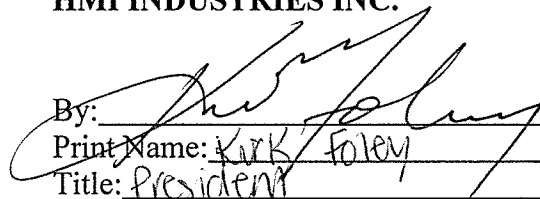
(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Loan Document.

25. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Bank, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

HMI INDUSTRIES INC.

By: 
Print Name: Kirk Foley
Title: President

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Print Name: _____
Title: _____

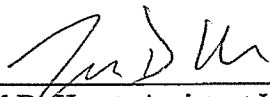
[SIGNATURE PAGE – IP SECURITY AGREEMENT – HMI INDUSTRIES]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

HMI INDUSTRIES INC.

By: _____
Print Name: _____
Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____
Todd D. Hurst, Assistant Vice President

[SIGNATURE PAGE – IP SECURITY AGREEMENT – HMI INDUSTRIES]

SCHEDULE A
Patents

See attached.

**HMI INDUSTRIES, INC.
ENFORCEABLE U.S. PATENTS**

Document	Filing Date	Issue Date	Legal Status	Title
US 5248323	11/9/1992	9/28/1993	Enforceable	Vacuum cleaner and filter thereof
US 5593479	2/2/1995	1/14/1997	Enforceable	Filter system
US 5641343	1/25/1996	6/24/1997	Enforceable	Room air cleaner
US 5651811	4/15/1996	7/29/1997	Enforceable	Filter system
US 5837020	6/20/1997	11/17/1998	Enforceable	Room air cleaner
US 6090184	2/27/1998	7/18/2000	Enforceable	Filter system
US 6197096	12/20/1999	3/6/2001	Enforceable	Filter system
US 6488744	3/19/2001	12/3/2002	Enforceable	Filter system
US 6491735	11/20/2001	12/10/2002	Enforceable	Furnace filter system
US 6511531	1/26/2001	1/28/2003	Enforceable	Room air filtering and freshening device
US 6547856	7/17/2002	4/15/2003	Enforceable	Filter system
US 6616722	1/11/2002	9/9/2003	Enforceable	Room air cleaner
US 6799351	3/29/2002	10/5/2004	Enforceable	Floating nozzle
US 7018438	3/29/2002	3/28/2006	Enforceable	Filtering system
US D432746	4/30/1999	10/24/2000	Enforceable	Canister vacuum cleaner
US D455531	2/26/2001	4/9/2002	Enforceable	Portable vacuum cleaner

SCHEDULE B
Trademarks

See attached.

<u>REFERENCE #</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>
ARMENIA		
31197/71492.135	DEFENDER	715894
AUSTRALIA		
31197/71492.146	FILTER QUEEN (WITH CROWN)	248296
31197/71492.155	FILTER QUEEN (WITH CROWN)	248297
31197/71492.164	FILTER QUEEN (WITH CROWN)	248298
31197/71492.174	HEALTH-MOR	248299
31197/71492.185	MAJESTIC	A637878
AUSTRIA		
31197/71492.029	FILTER QUEEN	151431
31197/71492.029A	FILTER QUEEN	1553322
31197/71492.018	PRINCESS	192508
31197/71492.030	TRIANGLE LOGO	154575
BENELUX		
31197/71492.071	FILTER QUEEN	0537836
31197/71492.081	FILTER QUEEN	537836
BRAZIL		
311797/71492.017	DEFENDER	823088693
31197/71492.014	FILTER QUEEN	823088715
31197/71492.015	MAJESTIC	823088707
31197/71492.016	VACUUM CLEANER DESIGN	823088685
CANADA		
31977/71492.092	5-IN-1	775075
31197/71492.097	AQUA QUEEN	TMA296741
31197/71492.107	BIRD LOGO	462,843
39117/71492.110	CAPTIVA	TMA456330
31197/71492.114	DEFENDER	481,134
31197/71492.115	ELEKTRAPURE	461,827
31197/71492.116	ENVIROPURE	440,845
31197/71492.119	FILTER QUEEN & DESIGN	114,459
31197/71492.117	FILTREX	UCA38930
31197/71492.122	HEALTH-MOR	TMDA51963
31197/71492.132	MAJESTIC	448,069
31197/71492.004	MEDI PURE	535,408
HMI/OPTIMA PLUS	OPTIMA PLUS	TMA457175
HMI/OPTIMA	OTIMPA	TMA457176
31197/71492.118	quot;FILTER-QUEEN"	UCA20357

<u>REFERENCE #</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>
31197/71492.139	TRIANGLE IN A CIRCLE DESIGN	344,208
31197/71492.144	VACU QUEEN DESIGN	327,453
31197/71492.143	VACU-QUEEN	321,040,
COLOMBIA		
31197/71492.151	FILTER QUEEN	185096
CZECH REPUBLIC		
31197/71492.157	FILTER QUEEN	199155
DENMARK		
3197/71492.160	FILTER QUEEN	5359/1995
EGYPT		
31197/71492.162	FILTER QUEEN	100239
EUROPEAN UNION (CTM)		
31197/71492.037	AIRMARK	2486520
31197/71492.006	HEALTH-MOR	001308493
31197/71492.036	LANDMARK	2486519
FINLAND		
31197/71492.166	FILTER QUEEN	140100
FRANCE		
3117/71492.168	FILTER QUEEN	94533389
GREECE		
31197/71492.169	FILTER QUEEN	121868
HONG KONG		
31197/71492.170	DEFENDER	11814
31197/71492.172	FILTER QUEEN & DESIGN	1967B0218
INDIA		
31197/71492.009	FILTER QUEEN	910727
31197/71492.010	VACUUM CLEANER DESIGN	910728
INDONESIA		
31197/71492.173	DEFENDER	IDM000107490
31197/71492.175	MAJESTIC	351529
IRELAND		
31197/71492.177	FILTER QUEEN	162225

<u>REFERENCE #</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>
ITALY		
31197/71492.178	FILTER QUEEN	639980
31197/71492.179	MAJESTIC	639979
31197/71492.180	TRIANGLE IN A CIRCLE	640061
JAPAN		
31197/71492.038	AIRMARK	4630591
31197/71492.181	CAPTIVA	3349693
31197/71492.183	FILTER QUEEN	2704646
MALAYSIA		
31197/71492.193	DEFENDER	97010211
31197.71492.194	FILTER QUEEN & DESIGN	91007402
31197/71492.194(A)	Filter Queen & Design	91007402
31197/71492.194	FILTER QUEEN & DESIGN	91007402
31197/71492.195	MAJESTIC	94007445
31977/71492.052	TRIANGLE IN A CIRCLE	9107403
31197/71492.052	TRIANGLE IN A CIRCLE	91007403
NEW ZEALAND		
31197/71492.066	DEFENDER	266177
31197/71492.068	FILTER QUEEN	B96958
31197/71492.069	FILTER QUEEN	B96959
31197/71492.070	FILTER QUEEN & DESIGN	96957
31197/71492.067	HEALTH-MOR	B96956
NORTH KOREA		
31197/71492.033	AIRMARK	564021
NORWAY		
31977/71492.065	FILTER QUEEN	170319
PHILIPPINES		
31197/71492.074	DEFENDER	41996116608
31197/71492.075	FILTER QUEEN	41996114045
31197/71492.076	MAJESTIC	4-2008-009038
31197/71492.077	VACUUM CLEANER DESIGN	41999000317
POLAND		
31197/71492.078	FILTER QUEEN	94064
PORTUGAL		
31197/71492.079	FILTER QUEEN	302968
31197/71492.301	Puras Recopensas	393633
31197/71492.300	PURE REWARDS	393294

<u>REFERENCE #</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>
SAUDI ARABIA		
31197/71492.080	FILTER QUEEN	32059
SINGAPORE		
31197/71492.085	DEFENDER	T97/08714C
31197/71492.086	FILTER QUEEN	T09/10272C
SLOVAK REPUBLIC		
31197/71492.089	FILTER QUEEN	179506
SOUTH KOREA		
31197/71492.192	VACUUM CLEANER DESIGN	0461532
SPAIN		
31197/71492.165	FILTER QUEEN	1918890
SWEDEN		
31197/71492.084	FILTER QUEEN POW-R-NOZZLE & DESIGN	307622
SWITZERLAND		
31197/71492.149	FILTER QUEEN	425809
TAIWAN		
31197/71492.093	DEFENDER	00768070
31197/71492.012	FILTER QUEEN	00957564
THAILAND		
31197/71492.090	DEFENDER	64642
31197/71492.091	MAJESTIC	Kor33951
TURKEY		
31197/71492.094	FILTER QUEEN	157782
UKRAINE		
31197/71492.FQ.UKR	FILTER QUEEN	30761
31197/71492.VCDUKR	VACUUM CLEANER DESIGN	30762
UNITED KINGDOM		
31197/71492.095	FILTER QUEEN	B797091

REFERENCE #**MARK****REGISTRATION NUMBER****UNITED STATES**

31197/71492.305	360°	3,501,730
31197/71492.101	EMPRESS	1,973,733
31197/71492.199	ENVIROPURE	1,810,559
31197/71492.302	FILTER QUEEN	378,297
31197/71492.307	GOOD FOR YOU . . . GOOD FOR YOUR ENVIRONMENT	3,583,244
31197/71492.303	Good for you, good for your environment	3,583,334
31197/71492.021	HEALTH MOR AN HMI INDUSTRIES INC. COMPANY	2,656,358
31197/71492.104	HEALTH-MOR INC.	1,753,732
31977/71492.048	HEALTH-MOR LEAF LOGO	2,651,861
31197/71492.105	MAJESTIC	1,866,813
31197/71492.100	MEDI-FILTER	2,062,855
31197/71492.106	MEDI-FILTER	2,062,855
31197/71492.001	MEDIpure (Stylized)	2,320,231
31197/71492.003	MINI POW-R-NOZZLE	1,838,584
31197/71492.005	MISC. FILTER DESIGN CONE DESIGN	1,815,375
31197/71492.108	PRINCESS	1,941,266
31197/71492.304	Restorer	3,630,378
31197/71492.198	TRIANGLE IN A CIRCLE DESIGN	1,593,851
31197/71492.002	VACUUM CLEANER DESIGN (US CUSTOMS)	1,976,252
31197/71492.047	VACUUM CLEANER DEVICE	1,976,252
31197/71492.201	ZOE	3,587,878

SCHEDULE C
Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY BANK IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF AUGUST 7, 2012 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY HMI INDUSTRIES INC., A DELAWARE CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BANK"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

WELLS FARGO BANK NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, HMI INDUSTRIES INC., a Delaware corporation (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ___ day of August, 2012.

HMI INDUSTRIES INC.

By: _____
Print Name: _____
Title: _____

[Signature page to Intellectual Property Security Assignment – HMI Industries]

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said HMI INDUSTRIES INC., a Delaware corporation, and that he/she executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of August 2012.

Notary Public

[Notary Page to Intellectual Property Security Assignment – HMI Industries]

STATE OF Ohio)
COUNTY OF Cuyahoga) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Kirk Foley, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said HMI INDUSTRIES INC., a Delaware corporation, and that he/she executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of August 2012.

Crystal A. Millner
Notary Public



CRYSTAL A. MILLNER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 9/18/12

[Notary Page to Intellectual Property Security Agreement – HMI Industries]

***INTELLECTUAL PROPERTY SECURITY AGREEMENT-WELLS FARGO/HMI
INDUSTRIES – HMI INDUSTRIES INC.***

7201208 v3

RECORDED: 08/20/2012

**TRADEMARK
REEL: 004845 FRAME: 0571**