

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
Fox Run USA, LLC		12/24/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fox Chase Bank
Street Address:	4390 Davisville Rd.
City:	Hatboro
State/Country:	PENNSYLVANIA
Postal Code:	19040
Entity Type:	Federally Chartered Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1742186	ADJUST-A-MEASURE
Registration Number:	1702464	ADJUST-A-SCOOP
Registration Number:	1702992	ADJUST-A-SPOON
Registration Number:	2426543	BUTTER MATE
Serial Number:	85635493	DOUGHMAKERS
Registration Number:	3629897	ENTERTAINING WELL DONE
Registration Number:	3287301	FORM + FIT
Registration Number:	3201011	GRANDMA'S TOUCH
Serial Number:	85515094	HEALTHY MEASURES
Registration Number:	1956078	KITCHENART
Registration Number:	3137522	KITCHENART
Registration Number:	2113275	KITCHENART
Serial Number:	76699044	MAGIC DICE
Registration Number:	3007654	

TRADEMARK

OP \$440.00 1742186

Registration Number:	2580469	ORIGINAL PEBBLE PATTERN
Registration Number:	3015934	OUTSET
Registration Number:	1616776	SELECT-A-SPICE

CORRESPONDENCE DATA

Fax Number:

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

Phone: 2158646857
 Email: albrights@whiteandwilliams.com
 Correspondent Name: Samuel C. Albright
 Address Line 1: 1650 Market Street
 Address Line 2: One Liberty Place, Suite 1800
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Samuel C. Albright

Signature: /salbright/

Date: 02/14/2013

Total Attachments: 18

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**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY
AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Agreement**”) is dated as of December 24, 2012 and made effective as of December 31, 2012 by and among **FOX RUN HOLDINGS, INC., FOX RUN USA, LLC, STOUT DRIVE, LLC, and FOX RUN CANADA CORP.** (each an “**Assignor**” and collectively, the “**Assignors**”) and **FOX CHASE BANK** (“**Assignee**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee, Assignors, Sean Leonard and Owen F. Leonard (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend certain credit facilities to Assignors subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee a security interest in substantially all of Assignors’ personal property assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All Obligations (as defined in the Loan Agreement) of Assignors to Assignee, whether now or hereafter owing or existing, are sometimes hereinafter referred to collectively as the “**Obligations**”.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Obligations, Assignors hereby assign, mortgage and pledge to Assignee and grant to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Liens permitted under the Loan Agreement), with power of sale, to the extent permitted by law, all of Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) 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, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit “B” attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether Assignors are licensors or licensees under any such license agreement, including, without limitation, the licenses listed on Exhibit “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 Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 Security Interest (Trademarks). To secure the complete and timely payment and satisfaction of all Obligations, Assignors hereby mortgage and pledge to Assignee and grant to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Liens permitted under the Loan Documents), with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in section 2.1, above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit “D”, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect

thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignors agree that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignors' obligations under this Agreement or the Loan Agreement and Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant, based on Assignor's actual knowledge, that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, which shall each be amended and supplemented to include those Patents, Trademarks and Copyrights that appear in the ownership searches conducted for the Assignors, which search results will be provided to the Bank within 30 days of this Agreement, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the rights provided in **Section 13.7** of the Loan Agreement, from time to time, to inspect Assignors' premises and to examine

Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Assignors agree that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignors under the Trademarks. Assignors agree (i) except as otherwise permitted under the Loan Agreement, not to sell or assign their interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignors certifying Assignors' compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors, except as otherwise permitted under the Loan Agreement. Except as otherwise permitted under the Loan Agreement, Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**; provided however, that Assignors shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement 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.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be 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.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13.1 **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by

the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located. The Assignors and Assignee acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. §5601(a), the provisions of 20 Pa.C.S. §5601 shall not apply to these powers of attorney or any of the powers granted in this Agreement.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. **Governing Law.** This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth, without regard to its rules and principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

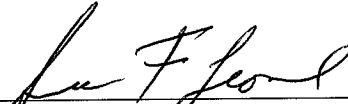
16. **Multiple Assignors.** Where the context requires, the particular Assignor that owns or otherwise possesses rights in particular Collateral shall be the assignor and grantor of the rights and security interests herein assigned and granted. Notwithstanding the foregoing, nothing herein shall modify the obligations of the Assignors under this Agreement, and such obligations being joint and several.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written.

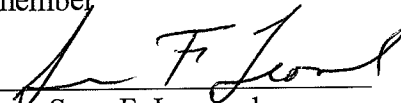
ASSIGNORS:

FOX RUN HOLDINGS, INC.

By: 
Name: Sean F. Leonard
Title: President

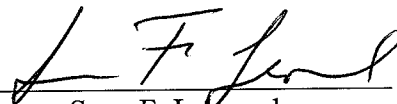
FOX RUN USA, LLC

By: FOX RUN HOLDINGS, INC.
its sole member

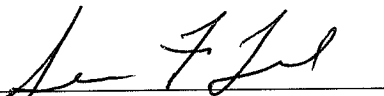
By: 
Name: Sean F. Leonard
Title: President

STOUT DRIVE, LLC

By: FOX RUN HOLDINGS, INC.
its sole member

By: 
Name: Sean F. Leonard
Title: President

FOX RUN CANADA CORP.

By: 
Name: Sean F. Leonard
Title: President

ACKNOWLEDGMENT

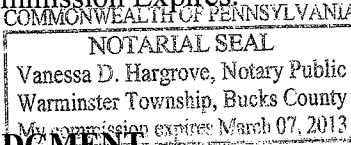
COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF :

On this 24 day of December, 2012, before me, a Notary Public, personally appeared Sean F. Leonard, who acknowledged himself/herself to be a duly acting President of **FOX RUN HOLDINGS, INC.**, Sole Member of **FOX RUN USA, LLC**, and **STOUT DRIVE, LLC** and that he/she as such President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such President on behalf of such corporation.

Vanessa D. Hargrove

Notary Public

My Commission Expires:



ACKNOWLEDGMENT

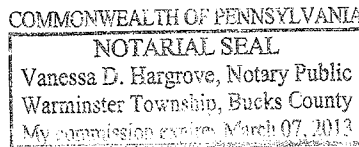
COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF :

On this 24 day of December, 2012, before me, a Notary Public, personally appeared Sean F. Leonard, who acknowledged himself/herself to be a duly acting President of **FOX RUN CANADA CORP.** and that he/she as such President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such President on behalf of such corporation.

Vanessa D. Hargrove

Notary Public

My Commission Expires:



ASSIGNEE:

FOX CHASE BANK

By: 

Name/Title: MATTHEW G. GRICZA / VP

EXHIBIT "A"**TO****PATENTS, TRADEMARKS, COPYRIGHTS****AND LICENSES SECURITY AGREEMENT****Patents**

TITLE	MATTER TYPE	COUNTRY	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	ISSUE DATE	OWNER
Cupcake Carrier	Design	United States of America	29/416,334	March 22, 2012			
Adjustable Spoon	Design	United States of America	29/416,328	March 21, 2012			
Slider for Adjustable Spoon	Design	United States of America	29/416,333	March 21, 2012			
Adjustable Measuring Device (Spoon & Scoop)	Utility	United States of America	13/403,448	February 23, 2012			Fox Run USA, LLC
Baster	Design	United States of America	29/413,544	February 16, 2012			
CONVERTIBLE SLICING/DICING MANDOLIN AND METHOD	Utility	Canada	2,767,471	February 10, 2012			Fox Run USA, LLC
ADJUSTABLE MEASURING DISPENSER AND METHOD	Utility	Canada	2,767,484	February 10, 2012			Fox Run USA, LLC
BASTER AND METHOD	Utility	Canada	2,767,481	February 10, 2012			Fox Run USA, LLC
Adjustable measuring dispenser and method	Utility	United States of America	12/932,354	August 24, 2011			
Baster	Utility	United States of America	13/065,010	March 11, 2011			
Convertible slicing/dicing mandolin and method	Utility	United States of America	12/931,844	February 11, 2011			
Spice Dispenser Set	Design	United States of America	29/349,257	March 22, 2010	D626,792	November 9, 2010	Fox Run USA, LLC
Condiment Dispensing Container	Utility	United States of America	12/653,377	December 14, 2009	8,210,401	July 3, 2012	
Adjustable Measuring Device	Utility	United States of America	12/592,662	December 1, 2009	8,336,377	December 25, 2012	Fox Run USA, LLC
Dual End Condiment Grinder	Design	United States of America	29/314,298	March 18, 2009	D609,535	February 9, 2010	Fox Run USA, LLC
Condiment Grinders	Utility	United States of America	12/383,107	March 18, 2009	7,988,081	August 2, 2011	Fox Run USA, LLC
Repositionable Lighting Device for Grilling Utensils	Utility	United States of America	12/037,444	February 26, 2008	7,896,520	March 1, 2011	Fox Run USA, LLC

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**TRADEMARK
REEL: 004962 FRAME: 0557**

Combined Salt and Pepper Grinder	Design	United States of America	29/294,134	December 20, 2007	D576,453	September 9, 2008	Fox Run USA, LLC
Condiment Grinder & Dispenser	Design	United States of America	29/289,981	November 9, 2007	D567,452	September 9, 2008	
Combined Grinder and Salt Dispenser	Utility	United States of America	11/891,181	August 9, 2007	7,648,094	January 19, 2010	
Adjustable Measuring Container and Cutting Board	Utility	United States of America	11/796,068	April 26, 2007	7,637,154	December 29, 2009	
Grilling Set	Design	United States of America	29/272,909	February 21, 2007	D564,845	March 25, 2008	Fox Run USA, LLC
Condiment Dispensing Container	Utility	United States of America	11/281,960	November 16, 2005	7,681,763	March 23, 2010	Fox Run USA, LLC
Can Opener	Utility	United States of America	11/082,418	March 17, 2005	7,121,009	October 17, 2006	Fox Run USA, LLC
Cheese Slicer (Apex Cheese Grater)	Design	United States of America	29/218,371	December 1, 2004	D518,689	April 11, 2006	Fox Run USA, LLC
Grater (Apex Grater)	Design	United States of America	29/218,164	November 29, 2004	D514,900	February 14, 2006	Fox Run USA, LLC
Can Opener (Apex Can Opener)	Design	United States of America	29/218,184	November 29, 2004	D522,824	June 13, 2006	Fox Run USA, LLC
Adjustable Spoon (P.C. Adjustable Spoon)	Design	United States of America	29/217,530	November 18, 2004	D519,041	April 18, 2006	Fox Run USA, LLC
Adjustable Scoop (P.C. Adjustable Scoop)	Design	United States of America	29/217,529	November 18, 2004	D515,949	February 28, 2006	Fox Run USA, LLC
Condiment Dispensing Carousel (Elite Carousel)	Design	United States of America	29/215,011	October 13, 2004	D522,318	June 6, 2006	Fox Run USA, LLC
Turntable for a Condiment Dispensing Carousel (Elite Carousel)	Design	United States of America	29/215,077	October 13, 2004	D511,941	November 29, 2005	Fox Run USA, LLC
Measuring Cup Set (P.C. Measuring Cup Set)	Design	United States of America	29/210,801	August 6, 2004	D518,391	April 4, 2006	Fox Run USA, LLC
Storage Unit for Multi-Tool Kitchen Device	Design	United States of America	29/205,759	May 20, 2004	D501,120	January 25, 2005	Fox Run USA, LLC
Storage Unit for Multi-Tool Kitchen Device	Design	United States of America	29/205,768	May 20, 2004	D506,107	June 14, 2005	Fox Run USA, LLC
Storage Unit for Multi-Tool Kitchen Device	Design	United States of America	29/205,769	May 20, 2004	D504,054	April 19, 2005	Fox Run USA, LLC
Storage Unit for Multi-Tool Kitchen Device	Design	United States of America	29/205,767	May 20, 2004	D503,590	April 5, 2005	Fox Run USA, LLC
Condiment Dispensing Container and Carousel (Elite Condiment Dispensing Container and Carousel)	Utility	United States of America	10/829,174	April 22, 2004	7,320,415	January 12, 2008	Fox Run USA, LLC
Condiment holders and dispensers	Design Registration	European Union	000165444-0001 - 0003	April 19, 2004	000165444-0001 - 0003	April 19, 2004	Fox Run USA, LLC
A container (ELITE	Design	Australia	200401014	March 17,	156494	September	Fox Run

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TRADEMARK
REEL: 004962 FRAME: 0558

Carousel)	Registration			2004		24, 2004	USA, LLC
Garlic Press	Design	United States of America	29/201,292	March 12, 2004	D500,642	January 11, 2005	Fox Run USA, LLC
Jar Opener with Handle	Design	United States of America	29/201,293	March 12, 2004	D501,771	February 15, 2005	Fox Run USA, LLC
Measuring Butter Cutter	Design	United States of America	29/197,912	January 22, 2004	D507,462	July 19, 2005	Fox Run USA, LLC
Kitchen Implement Handle (Apex Implement Handle)	Design	United States of America	29/196,105	December 22, 2003	D502,361	March 1, 2005	Fox Run USA, LLC
Pizza Cutter With Handle	Design	United States of America	29/195,827	December 17, 2003	D509,114	September 6, 2005	Fox Run USA, LLC
Set of Kitchen Implements	Design	United States of America	29/195,822	December 17, 2003	D504,287	April 26, 2005	Fox Run USA, LLC
Condiment Dispensing Container and Carousel (Elite Condiment Dispensing Container and Carousel)	Utility	United States of America	10/699,234	October 31, 2003	7,083,070	August 1, 2006	Fox Run USA, LLC
Condiment dispensing carousel with containers	Design Registration	Australia	200303795	October 30, 2003	155376	May 6, 2004	Fox Run USA, LLC
Condiment Dispensing Carousel (Elite Carousel)	Design Registration	Canada	104,673	October 28, 2003	104,673	August 4, 2005	Fox Run USA, LLC
Jar Opener	Design	United States of America	29/183,311	June 10, 2003	D493,082	July 20, 2004	Fox Run USA, LLC
Condiment Dispensing Carousel (Elite Carousel)	Design	United States of America	29/180,807	April 30, 2003	D497,288	October 19, 2004	Fox Run USA, LLC
Combined Storage Unit and Array for Multi-Tool Kitchen Device	Design	United States of America	29/170,161	November 1, 2002	D492,548	July 6, 2004	Fox Run USA, LLC
Handle for Multi-Tool Kitchen Device	Design	United States of America	29/164,208	July 19, 2002	D486,993	February 24, 2004	Fox Run USA, LLC
Turntable for a Condiment Storage and Dispensing Carousel (Pro Carousel Turntable)	Design	United States of America	29/163,839	July 12, 2002	D472,771	April 8, 2003	Fox Run USA, LLC
Dispensing Container (Pro Carousel Container)	Design	United States of America	29/163,781	July 12, 2002	D473,107	April 15, 2003	Fox Run USA, LLC
Handle and Top Structure for a Condiment Storage and Dispensing Carousel (Pro Carousel)	Design	United States of America	29/163,786	July 12, 2002	D472,763	April 8, 2003	Fox Run USA, LLC
Adjustable Measuring Spoon (Pro Adjust-A-Spoon)	Design	United States of America	29/149,449	November 10, 2001	D467,823	December 31, 2002	Fox Run USA, LLC
Condiment Storage and Dispensing Carousel (Pro Carousel)	Design	United States of America	29/149,809	October 17, 2001	D464,533	October 22, 2002	Fox Run USA, LLC

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Adjustable Measuring Spoon (Pro Adjust-A-Spoon)	Design	United States of America	29/132,173	November 3, 2000	D452,177	December 18, 2001	Fox Run USA, LLC
Slider for an Adjustable Measuring Spoon (Slider for Pro Adjust-A-Spoon)	Design	United States of America	29/132,175	November 3, 2000	D466,034	November 26, 2002	Fox Run USA, LLC
Adjustable Measuring Spoon (Pro Adjust-A-Scoop)	Design	United States of America	29/132,227	November 3, 2000	D451,829	December 11, 2001	Fox Run USA, LLC
Adjustable Measuring Container	Design	United States of America	29/132,164	November 3, 2000	D451,828	December 11, 2001	Fox Run USA, LLC
Condiment Dispenser (Sugar Dispenser)	Design	United States of America	29/132,174	November 3, 2000	D451,763	December 11, 2001	Fox Run USA, LLC
Butter Cutter and Storage Unit (Butter Mate)	Design	United States of America	29/127,694	August 10, 2000	D443,800	June 19, 2001	Fox Run USA, LLC
Adjustable Holder for a Container	Utility	United States of America	09/487,633	January 14, 2000	6,494,428	December 17, 2002	Fox Run USA, LLC
Top Structure for a Carousel Storage Device (Auto Measure Storage Rack Turntable Design)	Design	United States of America	29/094,190	September 28, 1998	D409,046	May 4, 1999	Fox Run USA, LLC
Adjustable Spoon (Curved Spoon)	Design	United States of America	29/084,108	February 24, 1998	D403,256	December 29, 1998	Fox Run USA, LLC
Adjustable Spoon Base (Curved Spoon Base)	Design	United States of America	29/084,112	February 24, 1998	D417,629	December 14, 1999	Fox Run USA, LLC
Adjustable Scoop (One Cup Spoon)	Design	United States of America	29/084,111	February 24, 1998	D403,211	December 29, 1998	Fox Run USA, LLC
Combined Carousel Storage Rack and Containers (Auto Measure Carousel Container - Storage Rack)	Design	United States of America	29/082,355	January 21, 1998	D407,610	April 6, 1999	Fox Run USA, LLC
Carousel Storage Rack (Auto Measure Storage Container)	Design	United States of America	29/082,373	January 21, 1998	D403,923	January 12, 1999	Fox Run USA, LLC
Combined Measuring Spoon and Carrying Handle for a Carousel Storage Device (Auto Measure Storage Rack Turntable Design)	Design	United States of America	29/082,089	January 21, 1998	D402,849	December 22, 1998	Fox Run USA, LLC
Vessel with Improved Food Support Surface	Utility	United States of America	08/911,900	August 15, 1997	6,279,771	August 28, 2001	Fox Run USA, LLC
Adjustable Measuring Device (Elliptical Adjust-A-Cup)	Utility	United States of America	08/780,391	January 8, 1997	6,026,685	February 22, 2000	Fox Run USA, LLC
Turntable Storage Device (Auto Measure Carousel - Basic Storage Device)	Utility	United States of America	08/742,515	November 1, 1996	6,182,839	February 6, 2001	Fox Run USA, LLC

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Large Spice Jar Rack	Design	United States of America	29/054,008	May 3, 1996	D413,035	August 24, 1999	Fox Run USA, LLC
Adjustable Measurement Container (Adjust-A-Spoon)	Utility	United States of America	08/344,075	November 23, 1994	5,678,450	October 21, 1997	Fox Run USA, LLC
Condiment Dispensing Carousel (Elite Carousel Alternate Design)	Design	United States of America	29/215,012		D521,321	May 23, 2006	Fox Run USA, LLC

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EXHIBIT "B"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Copyrights

None.

EXHIBIT "C"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Licenses

1. That certain Trademark Licensing Agreement made by and between The Kingsford Products Company, LLC, a Delaware limited liability company ("Kingsford") and Outset, Inc., a Minnesota corporation ("Outset"), dated February 21, 2007 (the "License Agreement");
 - a. As amended by an undated Letter Amendment #2;
 - b. As amended by Letter Amendment #3 executed on June 3, 2008;
 - c. As amended by Amendment #4 to the License Agreement executed on September 11, 2008;
 - d. As amended by Amendment #5 to the License Agreement executed on November 17, 2008;
 - e. As amended by Amendment #6 to the License Agreement executed on December 9, 2009;
 - f. As subject to Assignment and Assumption Agreement dated October 22, 2010, made by and among Kingsford, Outset and Fox Run USA, LLC, a Delaware limited liability company ("Fox USA"); and
 - g. As amended by Amendment #8 to the License Agreement executed on April 6, 2012.

EXHIBIT "D"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Trademarks

MARK	COUNTRY	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	OWNER
BAKELICIOUS	US	85764371	October 26, 2012			Fox Run Holdings, Inc.
FOX RUN CRAFTSMEN	US	78652367	June 16, 2005	3525715	October 28, 2008	Fox Run Holdings, Inc.
FOX RUN KITCHENS	CA	1232155	September 29, 2004	TMA770668	June 25, 2010	Fox Run Holdings, Inc.
FOX RUN KITCHENS	US	78392300	March 29, 2004	3628735	May 26, 2009	Fox Run Holdings, Inc.
FOX RUN KITCHENS	US	75655489	March 8, 1999	2502538	October 30, 2001	Fox Run Holdings, Inc.
FOX RUN KITCHENS	US	85522544	January 23, 2012	4205224	September 11, 2012	Fox Run Holdings, Inc.
IRONWOOD GOURMET	US	76698253	July 6, 2009	3812390	July 6, 2010	Fox Run Holdings, Inc.
IRONWOOD GOURMET	CA	1392079	April 18, 2008	TMA746321	August 26, 2009	Fox Run Holdings, Inc.
IRONWOOD GOURMET	US	76275197	June 25, 2001	2722788	June 3, 2003	Fox Run Holdings, Inc.
NANTUCKET SEAFOOD	US	76630128	February 1, 2005	3468433	July 15, 2008	Fox Run Holdings, Inc.
ADJUST-A-MEASURE	US	74159792	April 23, 1991	1742186	December 22, 1992	Fox Run USA, LLC
ADJUST-A-SCOOP	US	74159880	April 23, 1991	1702464	July 21, 1992	Fox Run USA, LLC
ADJUST-A-SPOON	US	74199479	August 30, 1991	1702992	July 28, 1992	Fox Run USA, LLC
ADJUST-A-SPOON	CA	719620	December 10, 1992	TMA435637	November 18, 1994	Fox Run USA, LLC
BUTTER MATE	US	75810025	October 18, 1999	2426543	February 6, 2001	Fox Run USA, LLC
DOUGHMAKERS	US	85635493	May 25, 2012			Fox Run USA, LLC
ENTERTAINING WELL DONE	US	77465905	May 5, 2008	3629897	June 2, 2009	Fox Run USA, LLC
FORM + FIT	US	76655487	February 22, 2006	3287301	September 4, 2007	Fox Run USA, LLC
FOX RUN CRAFTSMEN	CA	1283179	December 15, 2005	TMA697306	September 26, 2007	Fox Run USA,

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						LLC
GRANDMA'S TOUCH	US	78730184	October 10, 2005	3201011	January 23, 2007	Fox Run USA, LLC
HEALTHY MEASURES	US	85515094	January 12, 2012			Fox Run USA, LLC
KITCHEN ART	CL			674687	October 2, 2003	Fox Run USA, LLC
KITCHEN ART	CN			3892057	February 2, 2004	Fox Run USA, LLC
KITCHEN ART	CN			3892047	May 14, 2008	Fox Run USA, LLC
KITCHEN ART	CL			674686	December 2, 2003	Fox Run USA, LLC
KITCHEN ART (and design)	SE			249867	June 18, 1993	Fox Run USA, LLC
KITCHEN ART (and design)	EM	4000923	August 25, 2004	4000923	October 18, 2005	Fox Run USA, LLC
KITCHENART	US	74626130	January 26, 1995	1956078	February 13, 1996	Fox Run USA, LLC
KITCHENART	NO	200400557	January 26, 2004	225851	March 3, 2005	Fox Run USA, LLC
KITCHENART	CA	1207262	February 23, 2004	TMA683895	March 16, 2007	Fox Run USA, LLC
KITCHENART	US	76570454	January 16, 2004	3137522	September 5, 2006	Fox Run USA, LLC
KITCHENART	US	74626131	January 26, 1995	2113275	November 18, 1997	Fox Run USA, LLC
KITCHENART (and design)	CA		March 31, 1992	426880	May 6, 1994	Fox Run USA, LLC
MAGIC DICE	US	76699044	August 19, 2009			Fox Run USA, LLC
Miscellaneous Design	US	76528963	July 11, 2003	3007654	October 18, 2005	Fox Run USA, LLC
ORIGINAL PEBBLE PATTERN	US	75590070	November 17, 1998	2580469	June 11, 2002	Fox Run USA, LLC
OUTSET	US	76528959	July 11, 2003	3015934	November 15, 2005	Fox Run USA, LLC
SELECT-A-SPICE	US	73808246	June 21, 1989	1616776	October 9, 1990	Fox Run USA, LLC

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