

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBINSON HOME PRODUCTS INC.		11/15/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	100 Park Avenue		
City:	New york		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1892955	ROBINSON	
Registration Number:	1197932	CHIP-CLIP	
Registration Number:	2361975	CLICK-N-SEAL	
Registration Number:	3272838	ROBINSON	
Registration Number:	3443985	COLOUR GRIP	
Registration Number:	3655188	SINK THINGS	
Registration Number:	4384369	SQUISH	
Registration Number:	4151802	SQUISH	
Registration Number:	4415192	ZING	
Registration Number:	5548854	SQUISH	
Registration Number:	4105792	GREEN STREET	
Registration Number:	1480492	AMERICA COOKS	
Serial Number:	87647434	CRAFT KITCHEN	
Serial Number:	87647456	CK	
Serial Number:	87704509	STUDIO CUISINE	
Serial Number:	87708135	EXACTEDGE	
Serial Number:	87888286	F.B. ROGERS SILVER COMPANY 1883	
Serial Number:	87898068	PRIME CHEF	
Serial Number:	87925235	TABLEAU	
TRADEMARK			

CH \$565.00 1892955

Property Type	Number	Word Mark
Serial Number:	87951418	STUDIO CUISINE
Serial Number:	88053853	F.B. ROGERS
Serial Number:	88123899	ROBINSON

CORRESPONDENCE DATA

Fax Number:

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

Email: kansley@stradley.com
Correspondent Name: KAREEM ANSLEY
Address Line 1: STRADLEY RONON
Address Line 2: 100 PARK AVENUE
Address Line 4: New york, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0081
NAME OF SUBMITTER:	kareem ansley
SIGNATURE:	/kareem ansley/
DATE SIGNED:	11/16/2018

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of November 15, 2018, is made by and between **ROBINSON HOME PRODUCTS INC.**, a New York corporation having a business location at the address set forth below next to its signature (the “Company”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Wells Fargo”), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants

no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings

required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to

apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[Signatures appear on following page(s)]

EXHIBIT A
UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Collapsible Sifter	9,027,758	5/12/2015
Foldable Splatter Screen	9,504,355	11/29/2016
Collapsible Box Grater	9,204,760	12/8/2015
Handheld Grater With Catch Bin	9,420,919	8/23/2016
Over Sink Kitchen Work Station	9,386,886	7/12/2016
Collapsible Cake Carrier	9,730,555	8/15/2017
Foldable Dish Rack	9,730,571	8/15/2017
Convertible Trivet	8,714,507	5/6/2014
Egg Slicer	D573,418	7/22/2008
Design for: Pinch Bowl	D672,200	12/11/2012
Design for: Pinch Bowl	D682,619	5/21/2013
Design for: Sifter	D714,105	9/30/2014
Design for: Box Grater	D695,578	12/17/2013
Design for: Handheld Grater	D696,562	12/31/2013
Design for: Sink Caddy	D699,972	2/25/2014
Design for: Trivet	D694,061	11/26/2013
Design for: Sink Mat	D685,560	7/2/2013
Design for: Dish Pan	D688,019	8/13/2013
Design for: Dish Brush	D689,700	9/17/2013
Design for: Splatter Screen	D708,916	7/15/2014
Design for: Dish Rack	D692,200	10/22/2013
Berry Colander	D718,579	12/2/2014
Double Colander	D731,863	6/16/2015
Design for: Colander	D718,580	12/2/2014
Bowl with Lid	D722,252	2/10/2015
Scoop	D736,043	8/11/2015
Tea Infuser	D729,005	5/12/2015
Design for: Rim with Pour Spout	D725,441	3/31/2015
Bowl	D719,410	12/16/2014
Lid	D722,246	2/10/2015
Colander Scoop	D734,104	7/14/2015
Clipped Condiment Container (small)	D727,110	4/21/2015
Clipped Condiment Container (large)	D727,111	4/21/2015
Clipped Container	D727,112	4/21/2015
Clip	D718,614	12/2/2014
Butter Tool	D751,351	3/15/2016
Test Tool Array	D732,907	6/30/2015
Citrus Reamer	D738,168	9/8/2015
Trivet	D728,305	5/5/2015
Strawberry Huller	D722,254	2/10/2015
Toaster Tongs	D723,880	3/10/2015
Ice Pop Mold	D738,409	9/8/2015

Design for: Cutting Board	D741,121	10/20/2015
Design for: Steamer	D759,420	6/21/2016
Design for: Over Arm Colander	D752,928	4/5/2016
Utensil Handle	D777,509	1/31/2017
Design for: Pan Handle	D550,027	9/4/2007
Design for: Spice Grinder	D555,435	11/20/2007
Design for: Knife	D557,081	12/11/2007
Design for: Tong	D616,263	5/25/2010
Design for: Strainer Ladle	D627,610	11/23/2010
Design for: Spatula	D630,064	1/4/2011
Design for: Mixing Bowl	D652,258	1/17/2012
Design for: Cutting Board with Colander	D652,695	1/24/2012
Design for: Cutting Board	D652,696	1/24/2012
Design for: Hanging Ring	D652,711	1/24/2012
Design for: Liquid Measuring Cup	D652,745	1/24/2012
Design for: Measuring Cup	D652,746	1/24/2012
Design for: Large Colander	D656,800	4/3/2012
Design for: Measuring Spoon	D659,559	5/12/2012
Design for: Colander	D660,661	5/29/2012
Design for: Measuring Spoon	D660,728	5/29/2012
Design for: Funnel	D661,957	6/19/2012
Design for: Funnel	D669,750	10/30/2012
Design for: Over Sink Colander	D671,802	12/4/2012
Design for: Hanging Kitchen Implement	D678,000	3/19/2013
Luminaire	D692611	9/28/2012
Small Colander	D661955	6/19/2012
Measuring Spoon	D660730	5/29/2012
Measuring Spoon	D660729	5/29/2012

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Collapsible Splatter Guard	15/236,825	8/15/2016
Colander	29/625,007	11/6/2017

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Sifter	Canada	152595	4/16/2014
Box Grater	Canada	152595	6/4/2014
Design for: Handheld Grater	Canada	152597	6/4/2014
Design for: Sink Caddy	Canada	152598	5/9/2014
Design for: Trivet	Canada	152599	3/31/2014

Design for: Sink Mat	Canada	152600	5/9/2014
Design for: Dish Pan	Canada	152601	4/4/2014
Design for: Dish Brush	Canada	152602	5/5/2014
Design for: Splatter Screen	Canada	152603	4/17/2014
Design for: Dish Rack	Canada	152604	4/4/2014
Berry Colander	Canada	156263	3/9/2015
Double Colander	Canada	157700	2/23/2015
Design for: Colander	Canada	156265	3/9/2015
Bowl with Lid	Canada	157347	3/11/2015
Scoop	Canada	157695	3/23/2015
Tea Infuser	Canada	157701	2/23/2015
Spoon Rest	Canada	157348	3/6/2015
Design for: Rim with Pour Spout	Canada	156264	3/9/2014
Bowl	Canada	157345	3/11/2015
Lid	Canada	157346	3/11/2015
Colander Scoop	Canada	157694	3/23/2015
Collapsible Whisk	Canada	158092	3/9/2015

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS
REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROBINSON	1,892,955	5/9/1995
CHIP-CLIP	1,197,932	6/15/1982
CLICK-N-SEAL	2,361,975	6/27/2000
ROBINSON	3,272,838	7/31/2007
COLOUR GRIP	3,443,985	6/10/2008
SINK THINGS	3,655,188	7/14/2009
SQUISH (Cl. 9)	4,384,369	8/13/2013
SQUISH (Cl. 21)	4,151,802	5/29/2012
ZING	4,415,192	10/8/2013
SQUISH (Cl. 8, 20, 21)	5,548,854	8/28/2018
GREEN STREET	4,105,792	2/28/2012
AMERICA COOKS	1,480,492	3/15/1988

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
CRAFT KITCHEN (stylized)	87/647,434	10/16/2017
CK (design)	87/647,456	10/16/2017
STUDIO CUISINE	87/704,509	12/1/2017
EXACTEDGE	87/708,135	12/5/2017
F.B. Rogers Silver Company 1883	87/888,286	4/23/2018
PRIME CHEF	87/898,068	4/27/2018
TABLEAU	87/925,235	5/17/2018
STUDIO CUISINE	87/951,418	6/6/2018
F.B. Rogers	88/053,853	7/26/2018
ROBINSON	88/123,899	9/19/2018

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

FOREIGN ISSUED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CHIP-CLIP	TMA 397,541 (Canada)	4/24/1992
SQUISH	TMA 887,154 (Canada)	10/1/2014
ZING	TMA 895,006 (Canada)	1/27/2015

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
STUDIO CUISINE	1890388 (Canada)	3/27/2018