

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hong and Co.		10/19/2018	Corporation: WASHINGTON
Sensio Inc.		10/19/2018	Corporation: DELAWARE
Sensio Inc.		10/19/2018	Company: CANADA
Sensio Company		10/19/2018	Company: CANADA
Sensio Company (US) Inc.		10/19/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn
Internal Address:	Fl. L2 II1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES
Name:	JPMorgan Chase Bank, N.A., Toronto Branch
Street Address:	10 S. Dearborn
Internal Address:	Floor L2, II1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	86147094	BELLA
Registration Number:	5273793	BELLA
Serial Number:	87197066	BELLA
Serial Number:	87197069	BELLA
Serial Number:	87197071	BELLA
Serial Number:	87197073	BELLA
Serial Number:	87197075	BELLA

OP \$1440.00 86147094

Property Type	Number	Word Mark
Serial Number:	87260710	BELLA
Serial Number:	87222371	BELLA
Serial Number:	87260718	BELLA
Serial Number:	87222384	BELLA
Serial Number:	87304675	BELLA
Registration Number:	4633421	BELLA
Serial Number:	85341334	BELLA
Registration Number:	3540899	BELLA
Serial Number:	87639680	BELLA
Serial Number:	87870591	BELLA BASICS
Serial Number:	87870647	BELLA BASICS
Serial Number:	87870665	BELLA BASICS
Serial Number:	85908415	BELLA CELEBRATE GENUINE FUN OUTGOING FRE
Serial Number:	87406115	BELLA
Serial Number:	87513841	BELLA ELITE
Serial Number:	87513842	BELLA PRO SERIES
Serial Number:	86650652	BELLALIFE
Serial Number:	86650670	BELLALIFE
Serial Number:	87396377	BELLALIFE
Serial Number:	86161983	HOMEMADE
Serial Number:	85704225	NUTRIPRO
Serial Number:	88052150	NUTRIPRO
Registration Number:	3973724	B BELLA
Registration Number:	4578385	B BELLA
Serial Number:	87351783	AUTHENTIC THROWBACK APPLIANCE CO.
Serial Number:	86297395	AUTHENTIC THROWBACK APPLIANCE CO
Serial Number:	86297388	AUTHENTIC THROWBACK APPLIANCE CO
Serial Number:	87080623	CHEF-BUILT
Serial Number:	87304627	CHEF-BUILT
Serial Number:	87947568	CHEF-BUILT PROFESSIONAL
Serial Number:	86724431	CRUX
Serial Number:	86724418	CRUX
Serial Number:	86724407	CRUX
Registration Number:	5192760	CRUX
Registration Number:	5192767	CRUX
Serial Number:	87208968	HYDE PARK
Serial Number:	87208976	HYDE PARK
Serial Number:	87347110	HYDE PARK

Property Type	Number	Word Mark
Serial Number:	87632885	JAWZ
Serial Number:	86552171	KITCHENSMITH
Serial Number:	86552166	KITCHENSMITH
Serial Number:	86981940	KITCHENSMITH
Serial Number:	86981939	KITCHENSMITH
Serial Number:	87513838	KITCHENSMITH
Serial Number:	87603891	RAINIER PEAK
Serial Number:	87603877	RAINIER PEAK
Serial Number:	86121485	SIZE-WISE
Serial Number:	87957126	SPARIA
Serial Number:	87378866	THE CYBORG
Serial Number:	88010847	TRIO MULTIBREW SYSTEM

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695679

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 130735-01008

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/23/2018

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 19, 2018, is made by SENSIO COMPANY (US) INC., a Delaware corporation (“Sensio Company US”), SENSIO INC. a Delaware corporation (“Sensio US”), HONG AND CO., a Washington corporation (“Hong”), SENSIO COMPANY an unlimited liability company organized under the Companies Act of Nova Scotia (“Sensio Company”), SENSIO INC., a limited company organized under the Companies Act of Nova Scotia (“Sensio Canada” and together with Sensio Company US, Sensio US, Hong, Sensio Company and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A. and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH (collectively, the “Lenders” and each individually referred to as a “Lender” under the Credit Agreement referenced below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Lenders, the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the U.S. Security Agreement and the Canadian Security Agreement (together, the “Security Agreements”) Grantors have granted to Lenders, on behalf of and for the benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Patents, Trademarks and Copyrights (each as defined in the U.S. Security Agreement and Canadian Security Agreement Grantors, as applicable) and specifically including all of each Grantor’s registered United States and Canadian patents, trademarks, copyrights and industrial designs and all of each Grantor’s filed United States and Canadian patent applications, trademark applications, copyright applications and industrial design applications all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office and or the Canadian Intellectual Property Office (as applicable), in order to perfect and/or protect all of Lenders’ security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement and Security Agreements, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Security Agreements or any other Loan Document, to secure the prompt payment and performance of all Secured Obligations to Lenders and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lenders, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States and Canadian patents and filed United States and Canadian patent applications, unpatented inventions (whether or not patentable), industrial designs and industrial design applications including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States and Canadian trademarks and filed United States and Canadian trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States and Canadian copyrights and filed United States and Canadian copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Secured Obligations unless and until the Secured Obligations have been satisfied and paid in full in cash and all Commitments under the Credit Agreement have been terminated.

Section 2. Security Agreements. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lenders pursuant to the Security Agreements and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lenders with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lenders to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a compliance certificate under the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lenders a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lenders, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Lenders to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly executed and deliver a Supplement to Lenders pursuant to this Section 5, each Grantor hereby authorizes Lenders, acting under a Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Lenders that Schedule 1 sets forth a full, complete and correct list of all registered United States and Canadian Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lenders under the Credit Agreement or any of the other Loan Documents or otherwise available to Lenders as a secured creditor at law or in equity, Lenders may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lenders under the Credit Agreement or any other Loan Document, each Grantor hereby authorizes Lenders, their successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lenders may deem necessary or desirable in order to create, protect, or perfect the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable, in the name of and on behalf of such Grantor, and (b) to the maximum extent permitted by applicable law, after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lenders may deem necessary or desirable in order for Lenders to enforce assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lenders, their successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Secured Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 9. Miscellaneous. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 8.01, Section 8.03, Section 8.09 and Section 8.10 of the Credit Agreement are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lenders, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement

without the prior written consent of Lenders. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

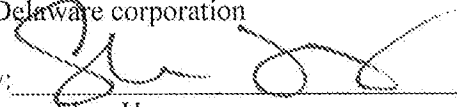
In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

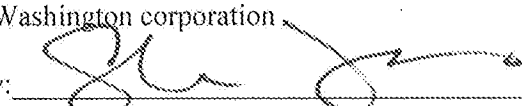
SENSIO COMPANY (US) INC.,
a Delaware corporation

By: 
Name: Shae Hong
Title: Authorized Officer

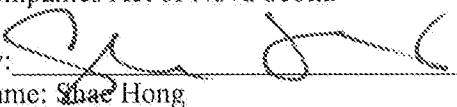
SENSIO INC.,
a Delaware corporation

By: 
Name: Shae Hong
Title: Authorized Officer

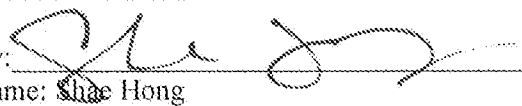
HONG AND CO.,
a Washington corporation

By: 
Name: Shae Hong
Title: Authorized Officer

SENSIO COMPANY,
an unlimited liability company organized under the
Companies Act of Nova Scotia

By: 
Name: Shae Hong
Title: Authorized Officer

SENSIO INC.,
a limited company organized under the Companies
Act of Nova Scotia

By: 
Name: Shae Hong
Title: Authorized Officer

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Joseph K. Kotusky

Title: Authorized Officer

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____

Name: Michael Tam

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006511 FRAME: 0958

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Joseph K. Kotusky
Title: Authorized Officer

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name: Michael Tam
Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006511 FRAME: 0959

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

A. US

Owned by Sensio US as successor to Sensio Canada:

Patent Name	Serial No. / Application No.	Application Date	Patent No.	Registration Date
COOKING UNIT	29/445,270	02/08/2013	D701,723	04/01/2014
COOKING UNIT	29/471,019	10/28/2013	D706,570	06/10/2014
COOKING UNIT	29/480,733	01/29/2014	D713,670	09/23/2014
FILTER	29/438,981	12/05/2012	D713,246 S	09/16/2014
JUICING MACHINE	29/430,097	08/21/2012	D698,210	01/28/2014
KITCHEN APPLIANCE BASE	29/438,973	12/05/2012	D684,010	06/11/2013
KITCHEN APPLIANCE BASE	29/453,673	05/01/2013	D694,060 S	11/26/2013
KITCHEN APPLIANCE BOWL	29/438,979	12/05/2012	D688,519S	08/27/2013
BEVERAGE FOUNTAIN WITH REMOVABLE FREEZABLE MEMBER	11,552,239	10/24/2006		

Owned by Sensio US as successor to 8479950 Canada Inc.

Title	Serial #	Filed Date	Patent #	Issue Date	Status
BLENDER BASE	29/446,124	02/20/2013	D695060	12/10/2013	ISSUED
COFFEE MAKER	29/500,192	08/22/2014	D750412	03/01/2016	ISSUED
COOKER	29/493,697	06/12/2014	D730107	05/26/2015	ISSUED
FILTER	29/461,851	07/29/2013	D720,960	01/13/2015	ISSUED
FILTER	29/519,471	03/05/2015	D766,656	09/20/2016	ISSUED
FOOD DISPENSER	29/475,439	12/03/2013	D745,309	12/15/2015	ISSUED
FOOD STATION	29/495,886	07/07/2014	D760,020	06/28/2016	ISSUED

Owned by Sensio US as successor to Shae Hong/ Danny Lavy:

Patent Name	Serial No. / Application No.	Application Date	Patent No.	Registration Date
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PORTFOLIO MANAGEMENT - BLENDER	29/325,461	10/01/2008	D587,961 S	03/10/2009
PORTFOLIO MANAGEMENT - BLENDER BASE	29/326,711	09/23/2008	D594,697 S	06/23/2009
PORTFOLIO MANAGEMENT - CHAFING DISH	29/356,618	03/01/2010	D625,548 S	10/19/2010
PORTFOLIO MANAGEMENT - COFFEE MAKER	29/326,765	10/24/2008	D604,087 S	11/17/2009
PORTFOLIO MANAGEMENT - COFFEE MAKER	29/401,127	09/07/2011	D674,232 S	01/15/2013
PORTFOLIO MANAGEMENT - COFFEE MAKER	29/406,140	11/10/2011	D674,233	01/15/2013
PORTFOLIO MANAGEMENT - COFFEE MAKER	29/325,045	09/25/2008	D600,062S	09/15/2009
PORTFOLIO MANAGEMENT - COOKER	29/386,574	03/02/2011	D648,981 S	11/22/2011
PORTFOLIO MANAGEMENT - COOKER	29/391,633	05/11/2011	D666,454 S	09/04/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,313	01/14/2011	D668,906 S	10/16/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,329	01/14/2011	D668,907 S	10/16/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,336	01/14/2011	D669,299 S	10/23/2012
PORTFOLIO MANAGEMENT - COOKER	29/385,674	02/17/2011	D643,673 S	08/23/2011
PORTFOLIO MANAGEMENT - COOKER	29/383,320	01/14/2011	D643,676 S	08/23/2011
PORTFOLIO MANAGEMENT - COOKER	29/383,334	01/14/2011	D643,677 S	08/23/2011
PORTFOLIO MANAGEMENT - COOKER	29/383,345	01/14/2011	D643,678 S	08/23/2011
PORTFOLIO MANAGEMENT - COOKER	29/401,515	09/12/2011	D657,608 S	04/17/2012
PORTFOLIO MANAGEMENT - COOKER	29/401,520	09/12/2011	D657,609 S	04/17/2012

PORTFOLIO MANAGEMENT - COOKER	29/383,315	01/14/2011	D668,500 S	10/09/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,339	01/14/2011	D669,300 S	10/23/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,341	01/14/2011	D669,301 S	08/23/2012
PORTFOLIO MANAGEMENT - COOKER	29/383,342	01/14/2011	D669,302 S	08/23/2012
PORTFOLIO MANAGEMENT - COOKER	29/385,669	02/17/2011	D642,420S	08/02/2011
PORTFOLIO MANAGEMENT - DETACHABLE PENDANT LAMP FOR EASY PACKING ASSEMBLY	09/670,201	09/25/2000	6,371,632 B1	04/16/2002
PORTFOLIO MANAGEMENT - TOASTER	29/326,792	10/24/2008	D590,653 S	04/21/2009
PORTFOLIO MANAGEMENT - TOASTER	29/320,848	07/07/2008	D594,269 S	06/16/2009
PORTFOLIO MANAGEMENT - TOASTER OVEN	29/326,768	10/24/2008	D600,495 S	09/22/2009
PORTFOLIO MANAGEMENT - TOASTER OVEN	29/325,035	09/25/2008	D602,306 S	10/20/2009
PORTFOLIO MANAGEMENT - TRIPLE SLOW COOKER	29/385,864	02/22/2011	D642,424 S	08/02/2011
PORTFOLIO MANAGEMENT - WAFFLE MAKER	29/326,739	10/23/2008	D587,061 S	02/24/2009

B. Canada

Owned by Sensio US as successor to Sensio Canada:

None.

Owned by Sensio US as successor to 8479950 Canada Inc.

Title	Serial #	Filed Date	Patent #	Issue Date	Status
BLENDER BASE	152342	08/05/2013	152342	09/22/2014	ISSUED

BREWING FILTER	161414	03/06/2015	161414	10/09/2015	ISSUED
BREWING FILTER	2,924,538	09/19/2014	2,924,538	07/12/2016	ISSUED
COFFEE MAKER	158433	08/25/2014	158433	05/06/2015	ISSUED
COOKER	157287	06/16/2014	157287	02/02/2015	ISSUED
FILTER	154970	01/29/2014	154970	12/01/2014	ISSUED
POPCORN MACHINE	2,864,960	09/23/2014			PUBLISHED

2. Trademarks and Trademark Applications:

A. US

Owned by Sensio US as successor to Sensio Canada:

Sensio Inc.	BELLA	86/147,094	12/18/2013		
Sensio Inc.	BELLA	86/848,565	12/14/2015	08/29/2017	5,273,793
Sensio Inc.	BELLA	87/197,066	10/07/2016		
Sensio Inc.	BELLA	87/197,069	10/07/2016		
Sensio Inc.	BELLA	87/197,071	10/07/2016		
Sensio Inc.	BELLA	87/197,073	10/07/2016		
Sensio Inc.	BELLA	87/197,075	10/07/2016		
Sensio Inc.	BELLA	87/260,710	12/07/2016		
Sensio Inc.	BELLA	87/222,371	11/01/2016		
Sensio Inc.	BELLA	87/260,718	12/07/2016		
Sensio Inc.	BELLA	87/222,384	11/01/2016		
Sensio Inc.	BELLA	87/304,675	01/17/2017		
Sensio Inc.	BELLA	85/978,214	06/08/2011	11/04/2014	4,633,421
Sensio Inc.	BELLA	85/341,334	06/08/2011		
Sensio Inc.	BELLA	77/104,098	02/09/2007	12/02/2008	3,540,899
Sensio Inc.	BELLA	87/639,680	10/10/2017		

Sensio Inc.	BELLA BASICS	87/870,591	04/10/2018		
Sensio Inc.	BELLA BASICS	87/870,647	04/10/2018		
Sensio Inc.	BELLA BASICS	87/870,665	04/10/2018		
Sensio Inc.	BELLA Design	85/908,415	04/18/2013		
Sensio Inc.	BELLA Design	87/406,115	04/10/2017		
Sensio Inc.	BELLA ELITE	87/513,841	07/01/2017		
Sensio Inc.	BELLA PRO SERIES	87/513,842	07/01/2017		
Sensio Inc.	BELLALIFE	86/650,652	06/03/2015		
Sensio Inc.	BELLALIFE	86/650,670	06/03/2015		
Sensio Inc.	BELLALIFE	87/396,377	04/03/2017		
Sensio Inc.	HOMEMADE	86/161,983	01/09/2014		
Sensio Inc.	NUTRIPRO	85/704,225	08/15/2012		
Sensio Inc.	NUTRIPRO	88/052,150	07/25/2018		
Sensio Inc.	B BELLA and Design			06/07/2011	3,973,724
Sensio Inc.	B BELLA and Design			08/05/2014	4,578,385

Owned by Sensio US as successor to 8479950 Canada Inc.:

Reference #	Mark	Goods / Services	Application #	File Date	Reg Date	Registration #	Status
295636.00129	AUTHENTIC THROWBACK APPLIANCE CO.	7, 11, 30	87/351,783	02/27/2017			PENDING
295636.00039	AUTHENTIC THROWBACK-APPLIANCE CO & Design	11	86/297,395	06/02/2014			PENDING
295636.00037	AUTHENTIC-THROWBACK-APPLIANCE CO & Design	7	86/297,388	06/02/2014			PENDING
295636.00104	CHEF-BUILT	7, 11	87/080,623	06/22/2016			PENDING
295636.00114	CHEF-BUILT	8, 21	87/304,627	01/17/2017			PENDING
295636.00175	CHEF-BUILT PROFESSIONAL	7, 11	87/947,568	06/04/2018			PENDING
295636.00120	CRUX	7, 8, 9, 21	86/724,431	08/13/2015			ALLOWED
295636.00121	CRUX	7, 11	86/724,418	08/13/2015			ALLOWED

295636.00122	CRUX	7	86/724,407	08/13/2015			ALLOWED
295636.00153	CRUX	7	86/724,407		04/25/2017	5,192,760	REGISTERED
295636.00154	CRUX	11	86/724,418		04/25/2017	5,192,767	REGISTERED
295636.00107	HYDE PARK	7	87/208,968	10/19/2016			PENDING
295636.00108	HYDE PARK	11	87/208,976	10/19/2016			PENDING
295636.00131	HYDE PARK	8, 21	87/347,110	02/23/2017			PENDING
295636.00160	JAWZ	7	87/632,885	10/04/2017			PENDING
295636.00054	KITCHENSMITH	11	86/552,171	03/03/2015			PENDING
295636.00055	KITCHENSMITH	7	86/552,166	03/03/2015			PENDING
295636.00137	KITCHENSMITH	11	86/981,940	03/03/2015			PENDING
295636.00138	KITCHENSMITH	7	86/981,939	03/03/2015			PENDING
295636.00146	KITCHENSMITH	8, 9, 21	87/513,838	07/01/2017			PENDING
295636.00157	RAINIER PEAK	21	87/603,891	09/11/2017			PENDING
295636.00165	RAINIER PEAK	8	87/603,877	09/11/2017			PENDING
295636.00016	SIZE-WISE	11	86/121,485	11/18/2013			ALLOWED
295636.00187	SPARIA	11	87/957,126	06/11/2018			PENDING
295636.00135	THE CYBORG	7	87/378,866	03/21/2017			PENDING
295636.00192	TRIO MULTIBREW SYSTEM	11	88/010,847	06/22/2018			PENDING

B. Canada

Owned by Sensio US as successor to Sensio Canada:

	Grantor	Trademark	Registration No./ Application No.	Registration Date
1.	Sensio Inc.	BELLA	App. No. 1831589	2017-04-07
2.	Sensio Inc.	BELLA	App. No. 1758149	2015-12-07
3.	Sensio Inc.	BELLA	App. No. 1816199	2016-12-29
4.	Sensio Inc.	BELLA	App. No. 1604714	2012-11-30
5.	Sensio Inc.	BELLA	App. No. 1807249	2016-11-01
6.	Sensio Inc.	BELLALIFE	App. No. 1723678	2015-04-14

	Grantor	Trademark	Registration No./ Application No.	Registration Date
7.	Sensio Inc.	BELLA PRO SERIES	App. No. 1862099	2017-10-11
8.	Sensio Inc.	GOURMET LIVING	App. No. 1718438	2015-03-09
9.	Sensio Inc.	GOURMET LIVING	App. No. 1718446	2015-03-09
10.	Sensio Inc.	GOURMET LIVING	TMA929866 App. No. 1516745	2016-02-25
11.	Sensio Inc.	BELLA BASICS	App. No. 1885855	2018-03-02
12.	Sensio Inc.	BELLA	App. No. 1807250	2016-11-01
13.	Sensio Inc.	GOURMET LIVING	App. No. 1718440	2015-03-09
14.	Sensio Inc.	BELLA	App. No. 1812845	2016-12-06
15.	Sensio Inc.	BELLALIFE	App. No. 1845188	2017-06-29
16.	Sensio Inc.	BELLA	App. No. 1803815	2016-10-07
17.	Sensio Inc.	BELLA	TMA972946 App. No. 1522606	2017-06-08
18.	Sensio Inc.	BELLA	App. No. 1816198	2016-12-29
19.	Sensio Inc.	BELLALIFE	TMA967313 App. No. 1723673	2017-04-03
20.	Sensio Inc.	BELLA	TMA994380 App. No. 1571089	2018-04-13
21.	Sensio Inc.	BELLA	App. No. 1812844	2016-12-06
22.	Sensio Inc.	BELLALIFE and Design	App. No. 1723670	2015-04-14
23.	Sensio Inc.	BELLA	App. No. 1803823	2016-10-07
24.	Sensio Inc.	BELLA	App. No. 1803817	2016-10-07
25.	Sensio Inc.	BELLA	TMA994381 App. No. 1571088	2018-04-13
26.	Sensio Inc.	BELLA ELITE	App. No. 1859132	2017-09-25
27.	Sensio Inc.	BELLALIFE	App. No. 1830267	2017-03-30
28.	Sensio Inc.	BELLA BASICS	App. No. 1885860	2018-03-02
29.	Sensio Inc.	BELLALIFE and Design	App. No. 1723677	2015-04-14
30.	Sensio Inc.	BELLA	App. No. 1803826	2016-10-07
31.	Sensio Inc.	BELLA	App. No. 1656200	2013-12-13
32.	Sensio Inc.	BELLA BASICS	App. No. 1885861	2018-03-02
33.	Sensio Inc.	BELLA	App. No. 1803821	2016-10-07
34.	Sensio Inc.	NUTRIPRO	App. No. 1910237	2018-07-18

Owned by Sensio US as successor to 8479950 Canada Inc.:

Reference #	Mark	Goods / Services	Application #	File Date	Reg Date	Registration #	Status
295636.00034	AUTHENTIC THROWBACK APPLIANCE CO & Design	7	1,678,981	05/29/2014			ALLOWED

295636.00036	AUTHENTIC THROWBACK APPLIANCE CO & Design	11	1,678,980	05/29/2014		ALLOWED
295636.00127	AUTHENTIC THROWBACK APPLIANCE CO.	7, 11, 30	1,824,221	02/23/2017		PENDING
295636.00105	CHEF-BUILT	7, 11	1,787,812	06/20/2016		PUBLISHED
295636.00112	CHEF-BUILT	8, 21	1,817,873	01/12/2017		PENDING
295636.00174	CHEF-BUILT PROFESSIONAL	7, 11	1,900,217	05/22/2018		PENDING
295636.00123	CRUX	7	1,824,149	02/23/2017		PENDING
295636.00124	CRUX	11	1,824,145	02/23/2017		PENDING
295636.00125	CRUX	8, 21	1,824,152	02/23/2017		PENDING
295636.00089	HYDE PARK	7	1,805,346	10/19/2016		ALLOWED
295636.00106	HYDE PARK	11	1,805,349	10/19/2016		ALLOWED
295636.00130	HYDE PARK	8, 21	1,824,043	02/22/2017		PENDING
295636.00161	JAWZ	7	1,857,590	09/14/2017		PENDING
295636.00052	KITCHENSMITH	11	1,700,901	11/03/2014		ALLOWED
295636.00056	KITCHENSMITH	7	1,700,900	11/03/2014		ALLOWED
295636.00145	KITCHENSMITH	21	1,845,295	06/30/2017		PENDING
295636.00159	RAINIER PEAK	8	1,855,833	09/05/2017		PENDING
295636.00163	RAINIER PEAK	21	1,855,842	09/05/2017		PENDING
295636.00186	SPARIA	11	1,899,481	05/16/2018		PENDING
295636.00132	THE CYBORG	7	1,828,226	03/20/2017		ALLOWED

3. Copyrights and Copyright Applications:

None.

4. Industrial Designs:

A. Canada

	Owner	Industrial Design	Registration Date	Registration No./ Application No.
1.	Sensio Inc.	COOKING UNIT	2014-05-26	150129
2.	Sensio Inc.	COOKING UNIT	2014-05-26	155681
3.	Sensio Inc.	COOKING UNIT	2014-05-26	155682
4.	Sensio Inc.	COOKING UNIT	2014-05-26	155683
5.	Sensio Inc.	JUICING ELEMENT	2014-03-28	148913
6.	Sensio Inc.	KITCHEN APPLIANCE BOWL	2014-03-28	148914
7.	Sensio Inc.	KITCHEN APPLIANCE BASE	2014-03-28	148915
8.	Sensio Inc.	JUICE FILTER	2014-03-28	148916
9.	Sensio Inc.	JUICE FILTER	2014-03-28	154971
10.	Sensio Inc.	KITCHEN APPLIANCE BASE	2014-03-28	155069
11.	Sensio Inc.	CLIP FOR SLOW COOKER	2013-10-24	145829
12.	Sensio Inc.	CLIP FOR SLOW COOKER	2013-10-24	152619

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201___, by SENSIO COMPANY (US) INC., a Delaware corporation ("Sensio Company US"), SENSIO INC. a Delaware corporation ("Sensio US"), HONG AND CO., a Washington corporation ("Hong"), SENSIO COMPANY an unlimited liability company organized under the Companies Act of Nova Scotia ("Sensio Company"), SENSIO INC., a limited company organized under the Companies Act of Nova Scotia ("Sensio Canada" and together with Sensio Company US, Sensio US, Sensio Company and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH (collectively, the "Lenders" and each individually referred to as a "Lender"):

W I T N E S S E T H

WHEREAS, Grantors and Lenders are parties to a certain Intellectual Property Security Agreement, dated as of October 19, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Secured Obligations to Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Lenders a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Security Agreements or any of the other Loan Documents, to secure the prompt payment and

performance of all Secured Obligations to Lenders and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Lenders to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Lenders that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

SENSIO COMPANY (US) INC.,
a Delaware corporation

By: _____
Name:
Title:

SENSIO INC.,
a Delaware corporation

By: _____
Name:
Title:

HONG AND CO.,
a Washington corporation

By: _____
Name:
Title:

SENSIO COMPANY,
an unlimited liability company organized under the
Companies Act of Nova Scotia

By: _____
Name:
Title:

SENSIO INC.,
a limited company organized under the Companies
Act of Nova Scotia

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____