

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507610

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oneida, LLC		01/25/2019	Limited Liability Company:
Franklin Financial Management, LLC		01/25/2019	Limited Liability Company:
Johnson-Rose Inc.		01/25/2019	Corporation:
Tomlinson Industries, LLC		01/25/2019	Limited Liability Company:
Crown Brands LLC		01/25/2019	Limited Liability Company:
Co-rect Products, Inc.		01/25/2019	Corporation:
Focus Foodservice, LLC		01/25/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC
Street Address:	1450 Brickell Ave., 31st floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	3600708	UPDATE INTERNATIONAL
Registration Number:	3600707	UPDATE INTERNATIONAL
Registration Number:	2599371	SS SUPER STEEL
Registration Number:	2598987	VAL-U-AIR
Registration Number:	2618755	SUP-R-AIR
Registration Number:	2598986	SUP-R-SERV
Registration Number:	2612034	JR
Registration Number:	760224	TOMLINSON
Registration Number:	1053232	FRONTIER KETTLE
Registration Number:	1261623	
Registration Number:	1299564	MODULAR
Registration Number:	1334177	TOMLINSON
Registration Number:	1392938	NO-DRIP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1731164	TOMLINSON
Registration Number:	1792653	SIMPLI-FLEX
Registration Number:	1851510	CHEF'S EDGE
Registration Number:	2031044	TOUCH GUARD
Registration Number:	2058539	
Registration Number:	2205488	CHEF'S EDGE
Registration Number:	2205501	RIPPLE TWIST MILLS
Registration Number:	2225606	BAR-MATE
Registration Number:	2394024	C-KURE
Registration Number:	2396023	GLENRAY
Registration Number:	2480531	C-KURE
Registration Number:	2887485	C-KURE
Registration Number:	3025494	
Registration Number:	3025495	
Registration Number:	4483507	
Registration Number:	4798751	TOMLINSON
Serial Number:	87911439	BIAGGIA
Serial Number:	87911387	GLENRAY
Serial Number:	87905624	FUSION
Serial Number:	87388355	LANCASTER GARDEN
Serial Number:	87388345	KNIT
Serial Number:	87289721	TRAPEZE
Serial Number:	87289726	TENOR
Serial Number:	85422102	SANT'ANDREA
Serial Number:	75104899	BELMORE
Serial Number:	73233363	BLUE RIDGE
Serial Number:	87460127	CARESSA
Serial Number:	87289558	CATO
Serial Number:	87460130	CHORD
Serial Number:	87289625	CIRCA
Serial Number:	87289622	CROMWELL
Serial Number:	76229980	DELCO
Serial Number:	76229981	DELCO
Serial Number:	76229979	DELCO
Serial Number:	73233482	DUNES
Serial Number:	75463980	ETAGE
Serial Number:	71523988	ETON
Serial Number:	86897972	JAZZ

Property Type	Number	Word Mark
Serial Number:	75104897	LEXINGTON
Serial Number:	87289532	MONTAGUE
Serial Number:	87289613	MOOD
Serial Number:	87275170	NEXUS
Serial Number:	71306832	NOBLESSE
Serial Number:	87289537	OTHELLO
Serial Number:	87289619	QUEENSBURY
Serial Number:	73170444	REGO
Serial Number:	73170443	REGO
Serial Number:	87289634	ROYALE
Serial Number:	87460132	SAHARA
Serial Number:	76294243	SANT' ANDREA
Serial Number:	76294244	SANT ANDREA
Serial Number:	76294245	SANT' ANDREA
Serial Number:	71524008	SENECA
Serial Number:	87289565	SURREY
Serial Number:	72268215	THOR
Serial Number:	75336504	UNITY
Serial Number:	77824889	ONEIDA FOODSERVICE
Serial Number:	87826232	FRANCIA
Serial Number:	87826270	PENSATO
Serial Number:	87860118	ANELLI
Serial Number:	87860126	RADIO SO
Serial Number:	87769839	SANT'ANDREA ADAGIO
Serial Number:	87769841	SANT'ANDREA AMORE
Serial Number:	87769836	SANT'ANDREA BRIO
Serial Number:	87769835	SANT'ANDREA FURIOSO
Serial Number:	87769831	SANT'ANDREA PENSATO
Serial Number:	87950979	ESPREE
Serial Number:	88103732	BRAHMIN
Registration Number:	980820	CO-RECT
Serial Number:	75287678	SANT'ANDREA
Serial Number:	76080756	SANT'ANDREA
Serial Number:	85135646	BOTTICELLI
Serial Number:	87342440	BOTTICELLI UNO

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.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Faiz Majidulla
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	87249/5
NAME OF SUBMITTER:	Faiz Majidulla
SIGNATURE:	/Faiz Majidulla by trademarkny/
DATE SIGNED:	01/28/2019

Total Attachments: 37

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of January 25, 2019, by and between each of the signatories hereto (each “**Pledgor**” and collectively, “**Pledgors**”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, as agent (in such capacity, “**Agent**”) for the benefit of the Lenders (as defined in the Loan Agreement, defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Loan Agreement**”), by and among the Credit Parties from time to time a party thereto, Agent and the Secured Parties have agreed to make certain Loans and other extensions of credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Secured Parties are willing to continue to extend credit to Pledgors and the other Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Pledgors shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of each Pledgor and the other Credit Parties.

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

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights, Domain Names and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively

referred to as the “**Copyrights**”); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits;

(d) rights under or interest in any patent, trademark or copyright license agreements under which such Pledgor licenses rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the “**Licenses**”). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically; and

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the “**Domain Names**”), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. Each Pledgor shall not, without Agent’s prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Intellectual Property Rights. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by such Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by such Pledgor, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by such Pledgor to any Person other than Agent for the benefit of the Secured Parties and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or

become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, as licensor, or license renewals, (v) enter into any new license agreement, or (vi) obtain rights or become entitled to the benefits of any additional Domain Names, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Pledgors shall give to Agent reasonably prompt written notice of events described in clauses (i) and (vi) of the preceding sentence. Each Pledgor hereby agrees to modify this Agreement (A) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (B) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (C) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (D) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (E) by amending Schedule 5 to include any future Domain Names. Pledgors hereby authorize Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by Agent of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Secured Parties to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated, as more fully provided for in the Loan Agreement. When this Agreement has terminated, Agent shall promptly execute and deliver to any Pledgor, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses, subject to any disposition thereof which may have been made by Agent or the Secured Parties, or any of them, pursuant to this Agreement.

10. Duties of Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by Pledgors. Agent and Secured Parties shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Pledgors. Each Pledgor, jointly and severally, hereby agrees to indemnify and hold harmless Agent and the Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Agent and/or the Secured Parties in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, Agent and/or the Secured Parties are judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights, Domain Names and Licenses and, if Agent shall commence any such suit, each Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

13. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between such Pledgor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any

other right. None of the undertakings, agreements, warranties, covenants and representations of Pledgors contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent, and directed to Pledgors and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, 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.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints Agent (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in any Pledgor's or Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Patents, Copyrights, Domain Names or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Secured Parties under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other 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 Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such

agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of Agent, the other members of the Secured Parties and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that, Pledgors shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Choice of Governing Law; Construction; Forum Selection.

(a) THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

(b) To induce Agent and Secured Parties to accept this Agreement, each Pledgor irrevocably agrees that, subject to the sole and absolute election of Agent, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. PLEDGORS HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. PLEDGORS HEREBY WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ANY PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. PLEDGORS HEREBY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST PLEDGOR BY AGENT OR SECURED PARTIES IN ACCORDANCE WITH THIS PARAGRAPH 18.**

19. Waiver of Jury Trial. EACH PLEDGOR, AGENT AND EACH SECURED PARTY EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR, ANY ALLEGED TORTIOUS CONDUCT BY SUCH PLEDGOR, AGENT OR SUCH SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP AMONG SUCH PLEDGOR, AGENT AND SECURED PARTIES. IN NO EVENT SHALL AGENT OR SECURED PARTIES BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of Pledgors and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Pledgors and Agent.

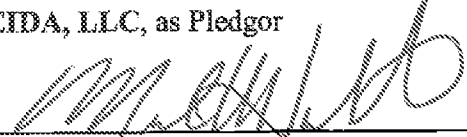
24. Effectiveness. This Agreement shall become effective on the Closing Date.

25. Intercreditor Agreement. This Agreement and the rights and actions of Agent are subject in all respects to the ABL Intercreditor Agreement.

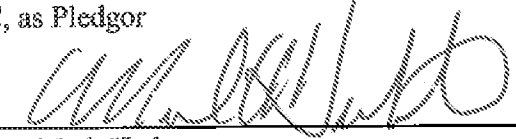
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

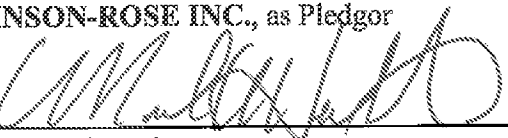
ONEIDA, LLC, as Pledgor

By: 
Name: Mark Hedstrom
Title: Vice President

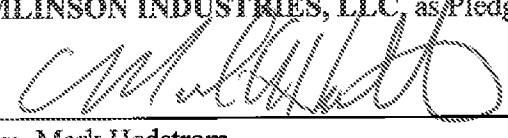
FRANKLIN FINANCIAL MANAGEMENT, LLC, as Pledgor

By: 
Name: Mark Hedstrom
Title: Vice President

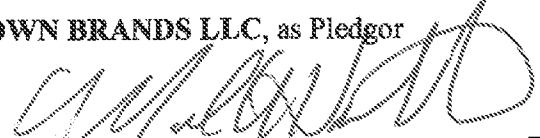
JOHNSON-ROSE INC., as Pledgor

By: 
Name: Mark Hedstrom
Title: Vice President

TOMLINSON INDUSTRIES, LLC, as Pledgor

By: 
Name: Mark Hedstrom
Title: Secretary and Treasurer

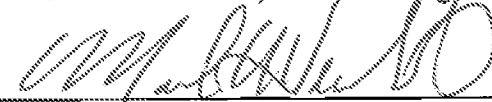
CROWN BRANDS LLC, as Pledgor

By: 
Name: Mark Hedstrom
Title: Vice President

[Signatures Continued on Following Page]

[Signature Page to Intellectual Property Security Agreement (Term Loan)]

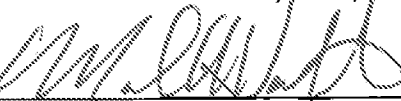
CO-RECT PRODUCTS, INC., as Pledgor

By: 

Name: Mark Hedstrom

Title: Treasurer and CFO

FOCUS FOODSERVICE, LLC, as Pledgor

By: 

Name: Mark Hedstrom

Title: Vice President

[Signatures Continued on Following Page]

[Signature Page to Intellectual Property Security Agreement (Term Loan)]

TRADEMARK
REEL: 006544 FRAME: 0048

[Signatures Continued from Previous Page]

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as Agent**

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Term Loan)]

**TRADEMARK
REEL: 006544 FRAME: 0049**

SCHEDULE 1

Trademarks and Trademark Applications

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Franklin Financial Management , LLC	Update International	United States of America	3600708	April 7, 2009
Franklin Financial Management , LLC	Update International	United States of America	3600707	April 7, 2009
Franklin Financial Management , LLC	SS Super Steel	United States of America	2599371	September 30, 2011
Franklin Financial Management , LLC	Val-U Air	United States of America	2598987	September 1, 2011
Franklin Financial Management , LLC	Sup-R-Serv	United States of America	2618755	September 14, 2011
Franklin Financial Management , LLC	Sup-R-Air	United States of America	2598986	September 9, 2011
Johnson- Rose Inc.	JR	United States of America	2612034	August 27, 2002
Johnson- Rose Inc.	Integra	Canada	1644938	September 24, 2013

SCHEDULE 2

Page 1

**TRADEMARK
REEL: 006544 FRAME: 0050**

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Johnson-Rose Inc.	JR & Design	Canada	TMA862158	October 7, 2013
Johnson-Rose Inc.	JOHNSON-ROSE INC.	Canada	TMA857728	August 14, 2013
Johnson-Rose Inc.	JR & Design	Canada	TMA164305	August 1, 1969
Tomlinson Industries, LLC	Tomlinson	United States of America	0,760,224	November 19, 1963
Tomlinson Industries, LLC	Frontier Kettle	United States of America	1,053,232	November 23, 1976
Tomlinson Industries, LLC	Wishbone Handle Design	United States of America	1,261,623	December 20, 1983
Tomlinson Industries, LLC	Modular	United States of America	1,299,564	October 9, 1984
Tomlinson Industries, LLC	Tomlinson	United States of America	1,334,177	November 10, 1992
Tomlinson Industries, LLC	No-Drip	United States of America	1,392,938	May 13, 1986
Tomlinson Industries, LLC	Tomlinson	United States of America	1,731,164	November 10, 1992
Tomlinson Industries, LLC	Simpli-Flex	United States of America	1,792,653	September 14, 1993
Tomlinson Industries, LLC	Chef's Edge (Logo)	United States of America	1,851,510	August 30, 1994
Tomlinson Industries, LLC	Touch Guard	United States of America	2,031,044	January 14, 1997
Tomlinson Industries, LLC	Miscellaneous Design	United States of America	2,058,539	May 6, 1997

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Tomlinson Industries, LLC	Chef's Edge	United States of America	2,205,488	November 24, 1998
Tomlinson Industries, LLC	Ripple Twist Mills	United States of America	2,205,501	November 24, 1998
Tomlinson Industries, LLC	Bar-Mate	United States of America	2,225,606	February 23, 1999
Tomlinson Industries, LLC	C-Kure	United States of America	2,394,024	October 10, 2000
Tomlinson Industries, LLC	Glenray	United States of America	2,396,023	October 17, 2000
Tomlinson Industries, LLC	C-Kure	United States of America	2,480,531	August 21, 2001
Tomlinson Industries, LLC	C-Kure	United States of America	2,887,485	September 21, 2004
Tomlinson Industries, LLC	Configuration Of A Faucet Body	United States of America	3,025,494	December 13, 2005
Tomlinson Industries, LLC	Configuration Of A Faucet Handle And Body	United States of America	3,025,495	December 13, 2005
Tomlinson Industries, LLC	Dispensing Faucet Configuration	United States of America	4,483,507	February 18, 2014
Tomlinson Industries, LLC	Tomlinson	United States of America	4,798,751	August 25, 2015
Tomlinson Industries, LLC	Biaggia	United States of America	87911439	May 8, 2018
Tomlinson Industries, LLC	Glenray	United States of America	87911387	May 8, 2018
Tomlinson Industries, LLC	Fusion	United States of America	87905624	May 3, 2018

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	LANCASTER GARDEN	United States of America	87/388,355	May 22, 2018
Oneida, LLC	KNIT	United States of America	87/388,345	May 22, 2018
Oneida, LLC	TRAPEZE	United States of America	87/289,721	Mar 27, 2018
Oneida, LLC	TENOR	United States of America	87/289,726	Mar 27, 2018
Oneida, LLC	SANT'ANDREA	United States of America	85/422,102	May 1, 2012
Oneida, LLC	BELMORE	United States of America	75/104,899	Oct 14, 1997
Oneida, LLC	BLUE RIDGE	United States of America	73/233,363	Dec 8, 1981
Oneida, LLC	CARESSA	United States of America	87/460,127	Oct 17, 2017
Oneida, LLC	CATO	United States of America	87/289,558	Aug 29, 2017
Oneida, LLC	CHORD	United States of America	87/460,130	Oct 17, 2017
Oneida, LLC	CIRCA	United States of America	87/289,625	Aug 1, 2017
Oneida, LLC	CROMWELL	United States of America	87/289,622	Feb 27, 2018
Oneida, LLC	DELCO	United States of America	76/229,980	Sep 10, 2002
Oneida, LLC	DELCO	United States of America	76/229,981	Sep 10, 2002
Oneida, LLC	Delco	United States of America	76/229,979	Sep 17, 2002
Oneida, LLC	DUNES	United States of America	73/233,482	Nov 10, 1981
Oneida, LLC	ETAGE	United States of America	75/463,980	Aug 3, 1999
Oneida, LLC	ETON	United States of America	71/523,988	Jul 12, 1949

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	JAZZ	United States of America	86/897,972	Oct 31, 2017
Oneida, LLC	LEXINGTON	United States of America	75/104,897	Sep 9, 1997
Oneida, LLC	MONTAGUE	United States of America	87/289,532	Feb 13, 2018
Oneida, LLC	MOOD	United States of America	87/289,613	Aug 22, 2017
Oneida, LLC	NEXUS	United States of America	87/275,170	May 22, 2018
Oneida, LLC	NOBLESSE	United States of America	71/306,832	Feb 24, 1931
Oneida, LLC	OTHELLO	United States of America	87/289,537	Aug 29, 2017
Oneida, LLC	QUEENSBURY	United States of America	87/289,619	Jul 25, 2017
Oneida, LLC	REGO	United States of America	73/170,444	Aug 19, 1980
Oneida, LLC	REGO & Design	United States of America	73/170,443	Nov 11, 1980
Oneida, LLC	ROYALE	United States of America	87/289,634	Aug 1, 2017
Oneida, LLC	SAHARA	United States of America	87/460,132	Oct 17, 2017
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,243	Nov 19, 2002
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,244	Dec 31, 2002
Oneida, LLC	SANT'ANDREA & Design	United States of America	76/294,245	Jan 7, 2003
Oneida, LLC	SENECA	United States of America	71/524,008	Jul 6, 1948
Oneida, LLC	SURREY	United States of America	87/289,565	Jan 23, 2018
Oneida, LLC	THOR	United States of America	72/268,215	Aug 5, 1969

<u>Pledgor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	UNITY	United States of America	75/336,504	Oct 13, 1998
Oneida, LLC	ONEIDA GLOBAL FOODSERVICE	United States of America	77/824,889	Dec 13, 2011
Oneida, LLC	FRANCIA	United States of America	87/826,232	Mar 8, 2018
Oneida, LLC	PENSATO	United States of America	87/826,270	Mar 8, 2018
Oneida, LLC	ANELLI	United States of America	87/860,118	Apr 2, 2018
Oneida, LLC	RADIOSO	United States of America	87/860,126	Apr 2, 2018
Oneida, LLC	SANT'ANDREA ADAGIO	United States of America	87/769,839	Jan 25, 2018
Oneida, LLC	SANT'ANDREA AMORE	United States of America	87/769,841	Jan 25, 2018
Oneida, LLC	SANT'ANDREA BRIO	United States of America	87/769,836	Jan 25, 2018
Oneida, LLC	SANT'ANDREA FURIOSO	United States of America	87/769,835	Jan 25, 2018
Oneida, LLC	SANT'ANDREA PENSATO	United States of America	87/769,831	Jan 25, 2018
Oneida, LLC	ESPREE	United States of America	87/950,979	Jun 6, 2018
Oneida, LLC	BRAHMIN	United States of America	88/103,732	Sep 4, 2018
Oneida, LLC	SANT'ANDREA	United States of America	75/287,678	Sep 19, 2000
Oneida, LLC	SANT'ANDREA	United States of America	76/080,756	Jun 17, 2001
Oneida, LLC	BOTTICELLI	United States of America	85/135,646	Mar 1, 2011
Oneida, LLC	BOTTICELLI UNO	United States of America	87/342,440	N/A
Co-Rect Products, Inc.		United States of America	980820	Mar. 26, 1974

International Trademark Registrations and Registrations Applications for Tomlinson Industries, LLC			
Reg. Number	Application Number	Word or Design Mark	Jurisdiction
A282,589	A282,589	TOMLINSON	Australia
A282,590	A282,590	TOMLINSON	Australia
51,152	541,115	TOMLINSON	Benelux
51,153	541,116	TOMLINSON NO-DRIP	Benelux
396661	664581	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Benelux
507910	72774	MODULAR	Benelux
818215348	818215348	NO-DRIP	Brazil
222457	379,918	TOMLINSON	Canada
314487	534267	FRONTIER KETTLE	Canada
336,540	UNKNOWN	MODULAR	Canada
422,931	696,854	TOMLINSON	Canada
1197553	970063875	TOMLINSON	China P.R.
1219576	970063874	TOMLINSON	China P.R.
1228368	970063877	TOMLINSON	China P.R.
1231613	970091583	TOMLINSON	China P.R.
1246376	970063876	TOMLINSON	China P.R.
160580	349064	TOMLINSON	Colombia
160871	349063	TOMLINSON	Colombia
160872	349065	TOMLINSON	Colombia
161336	349,066	TOMLINSON	Colombia
1301467	UNKNOWN	TOMLINSON	France
1472096	UNKNOWN	NO-DRIP	France
1,695,561	310,280	MODULAR	France
1695562	310281	TOMLINSON & DESIGN	France
938832	938832	TOMLINSON	Germany
1126134	UNKNOWN	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Germany
1043022	1043022	TOMLINSON	Great Britain
1232679	1232679	TOMLINSON	Great Britain
107261	107261	TOMLINSON	Greece
199812834AA	12855 OF 1997	TOMLINSON	Hong Kong
000026128	D99.20344	TOMLINSON	Indonesia
152223	N/A	TOMLINSON	Ireland
1300443	302008901655137	NO-DRIP	Italy
1300444	RM2008C005130	TOMLINSON	Italy
1562040	MIC8434281	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Italy
1278603	UNKNOWN	TOMLINSON	Japan
2070969	UNKNOWN	TOMLINSON	Japan
4572907	10-071783	TOMLINSON	Japan
9797	576202	NO-DRIP	Peru

International Trademark Registrations and Registrations Applications for Tomlinson Industries, LLC			
Reg. Number	Application Number	Word or Design Mark	Jurisdiction
11409	486858	TOMLINSON	Peru
96315	481470	TOMLINSON	Peru
96316	481464	TOMLINSON	Peru
96317	481465	TOMLINSON	Peru
100525	581637	NO-DRIP	Peru
77301	Z-104928	TOMLINSON	Poland
194940	194940	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Sweden
769763	(85)11020	TOMLINSON	Taiwan
779986	(85)11022	NO-DRIP	Taiwan
836068	(85)11021	TOMLINSON	Taiwan
836069	(85)11023	NO-DRIP	Taiwan

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	REGO	Brazil	819877751	Apr 8, 1997
Oneida, LLC	REGO	Canada	TMA263393	Dec 1, 1980
Oneida, LLC	REGO & Design	Canada	TMA263638	Dec 1, 1980
Oneida, LLC	CHATEAU	Canada	TMA505816	Oct 30, 1997
Oneida, LLC	JAZZ	Canada	1,769,699	Feb 26, 2016
Oneida, LLC	FRANCIA (Standard Characters)	Canada	1,918,575	Sep 6, 2018
Oneida, LLC	PENSATO (Standard Characters)	Canada	1,918,570	Sep 6, 2018
Oneida, LLC	ANELLI	Canada	N/A	N/A
Oneida, LLC	RADIO SO	Canada	N/A	N/A
Oneida, LLC	ESPREE	Canada	N/A	N/A
Oneida, LLC	BRAHMIN	Canada	N/A	N/A

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	JAZZ	China	22493720	Jan 4, 2017
Oneida, LLC	JAZZ	Mexico	1650318	Feb 2, 2016
Oneida, LLC	FRANCIA (Standard Characters)	Mexico	2097307	Sep 7, 2018
Oneida, LLC	PENSATO (Standard Characters)	Mexico	2097317	Sep 7, 2018
Oneida, LLC	FRANCIA (Standard Characters)	Mexico	2097313	Sep 7, 2018
Oneida, LLC	PENSATO (Standard Characters)	Mexico	2097320	Sep 7, 2018
Oneida, LLC	ANELLI	Mexico	N/A	N/A
Oneida, LLC	RADIOSO	Mexico	N/A	N/A
Oneida, LLC	ESPREE	Mexico	N/A	N/A
Oneida, LLC	BRAHMIN	Mexico	N/A	N/A
Oneida, LLC	TECHTONIC	United Kingdom	UK00002215173	Nov 29, 1999
Oneida, LLC	SANT'ANDRE A	Argentina	2939552	Aug 23, 2010
Oneida, LLC	SANT'ANDRE A	Australia	512320	Jul 11, 1991
Oneida, LLC	BOTTICELLI	Australia	1881112 (IR No. 1370713)	May 16, 2018
Oneida, LLC	BOTTICELLI UNO	Australia	1,370,729	May 16, 2018
Oneida, LLC	SANT'ANDRE A	Canada	TMA373664	Sep 21, 1990
Oneida, LLC	BOTTICELLI UNO	Canada	1,864,727	Oct 26, 2017
Oneida, LLC	BOTTICELLI	Canada	1,864,726	Oct 26, 2017
Oneida, LLC	SANT'ANDRE A ADAGIO (STANDARD CHARACTER)	Canada	1,911,261	Jul 24, 2018

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDRE A AMORE (STANDARD CHARACTER)	Canada	1,911,262	Jul 24, 2018
Oneida, LLC	SANT' ANDREA BRIO (Standard Character)	Canada	1,911,265	Jul 24, 2018
Oneida, LLC	SANT' ANDREA FURIOSO (Standard Character)	Canada	1,911,269	Jul 24, 2018
Oneida, LLC	SANT' ANDREA PENSATO	Canada	1,911,271	Jul 24, 2018
Oneida, LLC	SANT'ANDRE A	China	529545	Sep 20, 1990
Oneida, LLC	SANT'ANDRE A	China	530373	Sep 30, 1990
Oneida, LLC	BOTTICELLI	China	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	China	A0069794	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	European Union	1370729	Oct 23, 2017
Oneida, LLC	BOTTICELLI	European Union	A0069793	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A	France	1535188	Jun 2, 1989
Oneida, LLC	SANT'ANDRE A	Germany	1157006	Apr 4, 1990
Oneida, LLC	SANT'ANDRE A (TM Registration - Merger)	Hong Kong	19903655AA	Nov 29, 1990
Oneida, LLC	SANT'ANDRE A (Design in IC 008)	Indonesia	IDM000132352	Aug 19, 1999
Oneida, LLC	SANT'ANDRE A (Design in IC 014)	Indonesia	IDM000131846	Jul 2, 1999

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDRE A (Design in IC 021)	Indonesia	IDM000131852	Jul 5, 1999
Oneida, LLC	BOTTICELLI	Indonesia	DID2017059909	Nov 13, 2017
Oneida, LLC	BOTTICELLI UNO	Indonesia	DID2017059910	Nov 13, 2017
Oneida, LLC	BOTTICELLI	International Bureau (WIPO)	1370713	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	International Bureau (WIPO)	1370729	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A (Design)	Italy	01361661	Dec 1, 2003
Oneida, LLC	SANT'ANDRE A	Italy	1251639	Mar 10, 2110
Oneida, LLC	SANT' ANDREA	Japan	2352837	Nov 29, 1991
Oneida, LLC	BOTTICELLI	Japan	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	Japan	A0069794	Sep 8, 2017
Oneida, LLC	SANT'ANDRE A	Mexico	370888	Dec 14, 1989
Oneida, LLC	BOTTICELLI	Mexico	A0069793	Sep 8, 2017
Oneida, LLC	BOTTICELLI UNO	Mexico	A0069794	Sep 8, 2017
Oneida, LLC	SANT' ANDREA ADAGIO (Standard Character)	Mexico	2079211	Jul 24, 2018
Oneida, LLC	SANT' ANDREA AMORE (Standard Character)	Mexico	2079212	Jul 24, 2018
Oneida, LLC	SANT' ANDREA BRIO (Standard Character)	Mexico	2079213	Jul 24, 2018



International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT' ANDREA FURIOSO (Standard Character)	Mexico	2079214	Jul 24, 2018
Oneida, LLC	SANT' ANDREA PENSATO (Standard Character)	Mexico	2079215	Jul 24, 2018
Oneida, LLC	BOTTICELLI UNO	Panama	261066-01	Sep 18, 2017
Oneida, LLC	BOTTICELLI UNO	Panama	261065-01	Sep 18, 2017
Oneida, LLC	SANT'ANDREA (design)	Philippines	41998000330	May 13, 2002
Oneida, LLC	BOTTICELLI UNO	Philippines	1370729	Jan 29, 2018
Oneida, LLC	BOTTICELLI UNO	Philippines	A0069793	Sep 8, 2017
Oneida, LLC	SANT'ANDREA A	Singapore	T8903542C	Aug 31, 1992
Oneida, LLC	SANT'ANDREA A	Singapore	T8903544Z	Mar 31, 1993
Oneida, LLC	BOTTICELLI UNO	Singapore	1370729	Aug 30, 2018
Oneida, LLC	BOTTICELLI UNO	Singapore	A0069793	N/A
Oneida, LLC	SANT'ANDREA A	Spain	2888990	Mar 5, 1992
Oneida, LLC	SANT'ANDREA A	Taiwan R.O.C.	478353	Mar 16, 1990
Oneida, LLC	SANT'ANDREA A	Taiwan R.O.C.	00487732	Jun 16, 1990
Oneida, LLC	SANT'ANDREA A	Taiwan R.O.C.	00483397	May 1, 1990
Oneida, LLC	BOTTICELLI UNO	Taiwan R.O.C.	106066692	Oct 24, 2017
Oneida, LLC	BOTTICELLI UNO	Taiwan R.O.C.	106066691	Oct 24, 2017
Oneida, LLC	BOTTICELLI UNO	Thailand	170132898	Sep 18, 2017
Oneida, LLC	BOTTICELLI UNO	Thailand	170132899	Sep 18, 2017

International Trademarks for Oneida, LLC

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	SANT'ANDREA	United Kingdom	UK00001386211	Apr 12, 1991
Oneida, LLC	BOTTICELLI UNO	United Kingdom	1370729	Jan 24, 2018
Oneida, LLC	BOTTICELLI	United Kingdom	A0069793	Sep 8, 2017

The following US trademarks are licensed for use by Crown Brands LLC pursuant to the Trademark License Agreement dated September 16, 2016 with Francis I Acquisition Corp., a subsidiary of Lifetime Brands Inc.

<u>Title</u>	<u>Country</u>	<u>Filing Date/Issued Date</u>	<u>Application/Registration No.</u>
SWING-A-WAY	United States of America	August 8, 2006	3126623
	United States of America	May 1, 2007	3236009
RUB-A-WAY	United States of America	November 1, 2005	3011216
ADVANCED PERFORMANCE	United States of America	May 17, 2005	2953147
OJEX	United States of America	May 1, 2001	2448401
	United States of America	August 5, 2003	2745904
ORANGEX	United States of America	July 3, 2001	2465948
STILAX	United States of America	January 20, 1998	2130599
PROFESSIONAL PERFORMANCE	United States of America	June 13, 1995	1899459
HOUSEWORKS	United States of America	December 30, 1986	1422895

Trade Names

<u>Pledgor</u>	<u>Trade/Assumed Name</u>
Franklin Financial Management, LLC	Update International (currently registered in Los Angeles County, California)
Franklin Financial Management, LLC	Franklin International (not currently registered)
Franklin Financial Management, LLC	Franklin Financial (not currently registered)
Franklin Financial Management, LLC	Franklin Financial Management, Inc.
Crown Brands LLC	Crown Brands
Focus Foodservice, LLC	Focus Foodservice
Co-Rect Products, Inc.	Co-Rect Products
Tomlinson Industries, LLC	Tomlinson

SCHEDULE 2

Patents and Patent Applications

The following US patents are licensed for use by Crown Brands LLC pursuant to the Patent License Agreement dated September 16, 2016 with Francis I Acquisition Corp., a subsidiary of Lifetime Brands Inc.

Utility Patents:

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Francis I Acquisition Group	Juicer	USA	6155164	December 5, 2000
Francis I Acquisition Group	Comestible Product Press	USA	7395753	July 8, 2008
Francis I Acquisition Group	Food Press	USA	7296762 B2	November 20, 2007
Francis I Acquisition Group	Avocado Pitter/Slicer	USA	7421786 B2	September 9, 2008
Francis I Acquisition Group	Kitchen Utensil with Compound Hinge	USA	9326631 B2	Ma 3, 2016

Design Patents:

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Francis I Acquisition Group	Egg Slicer	USA	D464851 S	October 29, 2002
Francis I Acquisition Group	Spoon Rest	USA	D465974 S	November 26, 2002
Francis I Acquisition Group	Spoon Rest	USA	D466375 S	December 3, 2002
Francis I Acquisition Group	Hand Operated Citrus Fruit Squeezer	USA	D468975 S	January 21, 2003

Francis I Acquisition Group	Measuring Cup	USA	D486745 S	February 17, 2004
Francis I Acquisition Group	Food Press	USA	D521814 S	May 30, 2006
Francis I Acquisition Group	Avocado Pitter/Slicer	USA	D528379 S	September 19, 2006

The following US patents are licensed for use by Franklin pursuant to the Licensing Agreement, dated as of October 1, 2012, by and between Agostino Di Fante, an individual, and Franklin, as amended by that certain Amendment to Original Licensing Agreement dated as of May 8, 2013 and as further modified by that certain Modification to Original Licensing Agreement dated as of October 3, 2013:

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Franklin Financial Management, LLC	Combined Cooking Device	USA	D653,073S	January 31, 2012
Franklin Financial Management, LLC	Combined Cooking Container	USA	D658,425S	May 1, 2012
Franklin Financial Management, LLC	Combined Stock Pot Apparatus Configured to Support a Fitted Cooking Basket Above Cooking Liquid for Straining of Food	USA	D658,424S	May 1, 2012
Franklin Financial Management, LLC	Combined Handi-Grip Spoon Tong	USA	D664,815S	August 7, 2012
Franklin Financial Management, LLC	Combined Handi-Grip Spoon	USA	D664,816S	August 7, 2012
Franklin Financial Management, LLC	Cooking Container With Strainer-Basket	USA	12/932,357	February 25, 2011

Franklin Financial Management, LLC	Stock Pot with Fitted Strainer-Basket	USA	12/373,639	November 22, 2011
Franklin Financial Management, LLC	Combined Handi-Hold Serving Spoon	USA	13/200,956	October 5, 2011

The following US patents were assigned to Co-Rect Products Inc. by Michael B. Pierce pursuant to the U.S. Patent Assignment dated August 31, 2015:

Patent/Application No.	Title	Issue/Filing Date
D468,205	Pourer Device	January 7, 2003
D484,801	Pourer Device	January 6, 2004
D522,317	Four Compartment Condiment Holder	June 6, 2006
D523,288	Six Compartment Condiment Holder	June 20, 2006
D609,056	Deep Dish Condiment Tray	February 2, 2010

The following patent was issued to Co-Rect Products, Inc.:

Patent/Application No.	Title	Issue/Filing Date
D705,610	Roll Top Condiment Tray	May 27, 2014

The following US patents were assigned to Tomlinson Industries, LLC by The Meyer Company pursuant to the Intellectual Property Assignment Agreement dated October 3, 2018:

Grantor	Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
Tomlinson Industries, LLC	Faucet With Shearing Valve Element	USA	9,862,591	01/09/2018
Tomlinson Industries, LLC	Single Handle, Dual-Flow Faucet	USA	9,517,924	12/13/2016

Tomlinson Industries, LLC	Faucet With Locking Safety Handle	USA	9,217,513	12/22/2015
Tomlinson Industries, LLC	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	USA	9,198,526	12/01/2015
Tomlinson Industries, LLC	Faucet Valve With Safety Handle	USA	9,061,876	06/23/2015
Tomlinson Industries, LLC	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	USA	8,763,854	07/01/2014
Tomlinson Industries, LLC	Faucet With Lock Safety Handle	USA	8,418,992	04/16/2013
Tomlinson Industries, LLC	Faucet Valve With Safety Handle	USA	8,418,991	04/16/2013
Tomlinson Industries, LLC	Modular Air Gap Device And Faucet Including Same	USA	7,357,147	04/15/2008
Tomlinson Industries, LLC	Dispenser For Cup-Shaped Articles With Improved Clamp-Ring Securement Feature	USA	7,325,701	02/05/2008
Tomlinson Industries, LLC	Sight Gauge Shield And Method	USA	7,258,006	08/21/2007
Tomlinson Industries, LLC	Method Of Manufacturing Blow-Molded Cup Dispenser	USA	7,055,234	06/06/2006
Tomlinson Industries, LLC	Modular Air Gap Device And Faucet Including Same	USA	7,011,106	03/14/2006

Tomlinson Industries, LLC	Self-Closing Faucet With Shearing Action	USA	6,908,071	06/21/2005
Tomlinson Industries, LLC	Blow-Molded Cup Dispenser And Method Of Manufacturing Same	USA	6,772,908	08/10/2004
Tomlinson Industries, LLC	Bag-In-Box Container And Faucet	USA	6,644,510	11/11/2003
Tomlinson Industries, LLC	Insulated Faucet For Dispensing Hot Liquids	USA	5,944,225	08/31/1999
Tomlinson Industries, LLC	Faucet Handle	USA	D686,704	07/23/2013
Tomlinson Industries, LLC	Faucet Handle	USA	D686,302	07/16/2013
Tomlinson Industries, LLC	Faucet Handle	USA	D632,368	02/08/2011
Tomlinson Industries, LLC	Faucet Handle (Upper)	USA	D508,109	08/02/2005
Tomlinson Industries, LLC	Faucet Handle	USA	D506,529	06/21/2005
Tomlinson Industries, LLC	Liquid Dispensing Faucet With Pull-To-Open Valve Element	USA	15/449,829	3/3/2017
6,648,186	Push-Button Faucet	USA	6,648,186	11/18/2003
6,454,243	Springless Seat Cup	USA	6,454,243	9/24/2002
6,282,952	Shield for a Sight Gauge	USA	6,282,952	9/4/2001
5,941,415	Cup Dispenser	USA	5,941,415	8/24/1999
5,845,791	Device for Storage and Dispensing of Articles	USA	5,845,791	12/8/1998
5,449,144	Faucet Valve with Safety Handle	USA	5,449,144	9/12/1995
7,513,395	Vented Valve	USA	7,513,395	4/7/2009

6,966,454	Dispenser for Cup-Shaped Articles and Adjustable Retainer for Same	USA	6,966,454	11/22/2005
6,953,070	Dispenser Valve with Push to Open Spout	USA	6,953,070	10/11/2005
6,868,994	Liquid-Dispensing Faucet Including Mounting Fitting with Valve Seat	USA	6,868,994	3/22/2005
6,779,556	Half Tube Seal Coupling for Beverage System	USA	6,779,556	8/24/2004

The following are patents used by Oneida, LLC:

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Oneida, LLC	Room Service Plate/Bowl pairs for Roomservice System (Foodservice only)	United States of America	15/475600	Mar 31, 2017
Oneida, LLC	The Ornamental Design of a Plate	United States of America	D792163	Jul 18, 2017
Oneida, LLC	The ornamental design for a bowl	United States of America	D788539	Jun 6, 2017
Oneida, LLC	The ornamental design for a tray	United States of America	D774830	Dec 27, 2016
Oneida, LLC	The ornamental design for a tray	United States of America	D774831	Dec 27, 2016
Oneida, LLC	Ornamental design for flatware	United States of America	D758796	Jun 14, 2016
Oneida, LLC	The ornamental design for a spoon	United States of America	D605904	Dec 15, 2009
Oneida, LLC	The ornamental design for a spoon	United States of America	D594714	Jun 23, 2009

Oneida, LLC	No results (Foodservice System)	WIPO	PCT/US17/25314	Mar 31, 2017
Oneida, LLC	Ornamental design for flatware	WIPO	DM/094 481	Sep 1, 2016

International Patents and Patent Applications for Tomlinson Industries, LLC			
Patent No. / App. No.	Title	Jurisdictions	Issue Date
CA2673874	FAUCET VALVE WITH SAFETY HANDLE	Canada	04/21/2015
CA2493759	MODULAR AIR GAP DEVICE AND FAUCET INCLUDING SAME	Canada	12/18/2012
CA2336438	BLOW-MOLDED CUP DISPENSER AND METHOD OF MANUFACTURING SAME	Canada	12/15/2009
MX314559	FAUCET VALVE WITH SAFETY HANDLE	Mexico	10/24/2013

SCHEDULE 3

Copyrights

<u>Grantor</u>	<u>Copyright</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Tomlinson Industries, LLC	Cup-trip faucets & 9 other titles / Author: Tomlinson Industries, Inc.	V1654P453	1978
Tomlinson Industries, LLC	Tomlinson service helps. By Tomlinson No-Drip Faucet Company, a division of Tomlinson Industries, Inc.	RE0000295793	1986
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004361861	August 27, 1996
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004660874	November 24, 1997
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0005055348	February 11, 2000
Oneida, LLC	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	TX0004977832	April 21, 1999
Oneida, LLC	Care and handling instructions	TX0005008663	June 24, 1999
Oneida, LLC	Arcadia	VA0000972384	March 19, 1999

SCHEDULE 3

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TRADEMARK
REEL: 006544 FRAME: 0071

<u>Grantor</u>	<u>Copyright</u>	Application No. or Registration No. <u>(as applicable)</u>	Application Filing Date or Registration Date <u>(as applicable)</u>
Oneida, LLC	Rego chinaware designs	VAu000146864	November 23, 1988

SCHEDULE 4

Licenses²

Focus Foodservice, LLC is party to the Software Licensing Agreement, dated as of April 17, 2015 with TECSYS Inc.

Distribution Agreement, dated December 29, 2010, between Oneida, LLC and Common Sense Hospitality Products, LLC pursuant to which Oneida, LLC has a license to use the following trademarks, Strata, Strata Serving System, Strata Buffet System by Oneida, Strata SizzleTop, Strata HotTop, Strata CarveTop, Strata LinkTop, Strata Stack/Store/Roll.

² See Schedules 1 and 2 for references to other license agreements.

SCHEDULE 5

Domain Names

The following are domain names for Oneida, LLC.

COUNTRY	DOMAIN NAME	BUSINESS UNIT	REGISTRATION DATE
Switzerland	oneidafoodservice.ch	Oneida, LLC	11-Jan-2010
gTLD	oneidafoodservice.com	Oneida, LLC	14-Mar-2016
Germany	oneidafoodservice.de	Oneida, LLC	12-Jan-2010
Spain	oneidafoodservice.es	Oneida, LLC	12-Jan-2010
European Union	oneidafoodservice.eu	Oneida, LLC	11-Jan-2010
France	oneidafoodservice.fr	Oneida, LLC	12-Jan-2010
Italy	oneidafoodservice.it	Oneida, LLC	14-Jan-2010
Russian Federation	oneidafoodservice.ru	Oneida, LLC	12-Jan-2010
gTLD	oneidafoodservice.xn--ses554g	Oneida, LLC	13-Dec-2016
gTLD	santandrea.asia	Oneida, LLC	21-Nov-2007
Canada	santandrea.ca	Oneida, LLC	29-Nov-2005
Italy	santandrea.co.it	Oneida, LLC	06-Jun-2006
Republic of Korea	santandrea.co.kr	Oneida, LLC	01-Dec-2005
Taiwan, Province of China	santandrea.com.tw	Oneida, LLC	09-Nov-2005
Germany	santandrea.de	Oneida, LLC	29-Nov-2006
Spain	santandrea.es	Oneida, LLC	29-Nov-2005
European Union	santandrea.eu	Oneida, LLC	07-May-2006
France	santandrea.fr	Oneida, LLC	30-Nov-2005
Hong Kong	santandrea.hk	Oneida, LLC	30-Nov-2005
India	santandrea.in	Oneida, LLC	08-Nov-2005
Japan	santandrea.jp	Oneida, LLC	30-Nov-2005
gTLD	plateenvy.com	Oneida, LLC	25-Oct-2016

The following are domain names for Crown:

DOMAIN NAME
co-rectproducts.com
crown-brands.com
crown-brands.net
crownbrandspub.com
crownbrandsweb.com
crownbrands.onmicrosoft.com
crownbrands.com
focusfoodservice.com
johnson-rose.com
johnsonrose.net
tomlinsonind.com
update-international.com
update-international.net
Fusioncommerical.com
Modulardispensing.com
Nodrip.com
Tomlinsonind.info

The following are domain names for Tomlinson:

Fusioncommerical.com
Modulardispensing.com
Nodrip.com
Tomlinsonind.info

SCHEDULE 5

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