

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instant Brands Inc.		10/09/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street, 7th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3887207	INSTANT POT	
Registration Number:	5881626		
Registration Number:	5881627		
Serial Number:	88546331	DINNER. DONE.	
Serial Number:	88766046	DUO	
Serial Number:	87919840	INSTANT BLEND	
Serial Number:	88623208	INSTANT COOK	
Serial Number:	88786398	INSTANT CRISP	
Serial Number:	87762187	INSTANT OVEN	
Serial Number:	87451909	INSTANT POT	
Serial Number:	87247642	INSTANT POT	
Serial Number:	88344443	INSTANT POT	
Serial Number:	87828078	NUTRIBOOST	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 3887207

Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1276347 TM

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 10/13/2020

Total Attachments: 5

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US Trademark Security Agreement

US Trademark Security Agreement, dated as of October 9, 2020 (this "Trademark Security Agreement"), by Instant Brands Inc. (the "Grantor"), in favour of Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Grantor is party to a Canadian Security Agreement dated as of October 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favour of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) Trademarks of the Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term "Trademark Collateral" shall not include, any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Section 4. Termination. On the Termination Date or as otherwise set forth in Section 11.5 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Province of Ontario and the federal laws of Canada applicable therein.

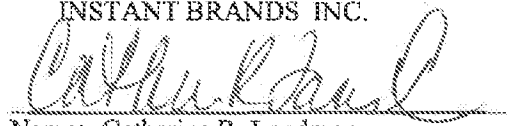
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INSTANT BRANDS INC.

By:



Name: Catherine R. Landman

Title: Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name: Michael V. Moore

Title: Director & Vice President

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007088 FRAME: 0199

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT
US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Instant Brands Inc.	3887207	7 Dec 2010	INSTANT POT
Instant Brands Inc.	5881626	8 Oct 2019	Sound mark - lid closing [Sensory mark]
Instant Brands Inc.	5881627	8 Oct 2019	Sound mark - lid opening [Sensory mark]

U.S. Trademark Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
Instant Brands Inc.	88546331	29 Jul 2019	DINNER. DONE.
Instant Brands Inc.	88766046	20 Jan 2020	DUO
Instant Brands Inc.	87919840	14 May 2018	INSTANT BLEND
Instant Brands Inc.	88623208	19 Sep 2019	Instant Cook
Instant Brands Inc.	88786398	5 Feb 2020	INSTANT CRISP
Instant Brands Inc.	87762187	19 Jan 2018	INSTANT OVEN
Instant Brands Inc.	87451909	16 May 2017	INSTANT POT
Instant Brands Inc.	87247642	24 Nov 2016	INSTANT POT
Instant Brands Inc.	88344443	18 Mar 2019	INSTANT POT
Instant Brands Inc.	87828078	9 Mar 2018	NUTRIBOOST