

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

18103-325

7

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Frymaster L.L.C.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other LA limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A. as agent

Internal _____

Address: _____

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Association Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 17, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

3/18/09
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$515.00 232428 77536987

Continuation Item 4

SCHEDULE A

U.S. MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AQUAMASTER	77/536,987 (App.)	8/1/2008 (App.)
COMPUTER MAGIC	1,294,014	9/11/1984
DEAN	2,591,488	7/9/2002
FILTERLOGIC	77/142,622 (App.)	3/28/2007 (App.)
FILTER MAGIC	1,171,097	9/29/1981
FOOTPRINT	1,632,265	1/22/1991
FOOTPRINT BY FRYMASTER PRO SERIES and Design	2,823,808	3/16/2004
FRYMASTER	1,186,591	1/19/1982
HOLDMASTER	3,489,698	8/19/2008
LOV	3,397,186	3/18/2008
MASTER JET	763,951	1/28/1964
OIL ATTENDANT	77/142,633 (App.)	3/28/2007 (App.)
OIL BUTLER	77/142,627 (App.)	3/28/2007 (App.)
PROTECTOR	3,402,758	3/25/2008
SINBAD	2,368,082	7/18/2000
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SMART4U	3,406,321	4/1/2008

SPAGHETTI MAGIC

1,029,993

1/13/1976

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EXECUTION VERSION 7

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Frymaster L.L.C., a Louisiana limited liability company (the "Grantor") with principal offices at 2400 South 44th Street, Manitowoc, Wisconsin 54220, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and


EXECUTION VERSION

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

{Signature page follows}

 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
day of December, 2008.

FRYMASTER L.L.C., as Grantor


By: 
Name: W. David Wrench
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

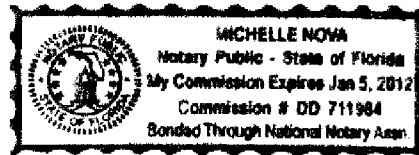
By: _____
Name:
Title:

STATE OF Florida
COUNTY OF Pasco) ss:

On this 17th day of December 2008, before me personally came W. David Wrench, who, being by me duly sworn, did state as follows: that he is Vice President of Frymaster L.L.C., that he is authorized to execute the foregoing Grant on behalf of Frymaster L.L.C. and that he did so by authority of the Board of Directors of Frymaster L.L.C.



Notary Public



1 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
day of December, 2008.

FRYMASTER L.L.C., as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: Michael Kelly
Name: Michael B. Kelly
Title: Vice President

TRADEMARK

REEL: 003955 FRAME: 0604

SCHEDULE AU.S. MARKS

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AQUAMASTER	77/536,987 (App.)	8/1/2008 (App.)
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