

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THERMOS L.L.C.		11/13/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank USA, N.A.
Street Address:	95 Washington Street
Internal Address:	5th Floor NW
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3166478	E5
Registration Number:	3178247	ELEMENT5
Registration Number:	3098836	HIDE 'N SNAK
Registration Number:	3259414	LUNCH LUGGER
Registration Number:	1897909	
Registration Number:	2984199	RAYA
Registration Number:	3399848	RAYA
Registration Number:	2330063	ROCK
Registration Number:	1905015	STASH TOP
Registration Number:	1861403	STASH TOP
Registration Number:	2412909	THE ROCK
Registration Number:	2211478	THERMOS
Registration Number:	3291441	THERMOS

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Registration Number:	2819934	THERMOS
Registration Number:	3011222	THERMOS
Registration Number:	0229816	THERMOS
Registration Number:	0176064	THERMOS
Registration Number:	0067002	THERMOS
Registration Number:	3362913	FOOGO
Registration Number:	3362914	FOOGO
Registration Number:	3398988	FOOGO
Registration Number:	3362911	FOOGO
Registration Number:	3605701	INTAK
Registration Number:	3846270	ROHO
Registration Number:	3874778	ROHO
Registration Number:	4073957	FUNTAINER

CORRESPONDENCE DATA

Fax Number:

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

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: PATRICK TIERNEY

Address Line 1: PO BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	13422600
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	11/14/2013

Total Attachments: 7

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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 13, 2013

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Thermos L.L.C., a Delaware limited liability company (the "**Grantor**") with principal offices at 475 North Martingale Road, Suite 1100, Schaumburg, Illinois 60173, hereby grants HSBC Bank USA, N.A., as Administrative Agent, with principal offices at 95 Washington Street, 5th Floor NW, Buffalo, New York 14203 (the "**Administrative Agent**"), pursuant to the Security Agreement (defined below), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) the United States trademarks and registrations and applications therefor set forth on Schedule A attached hereto (the "**Trademarks**"); provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law;

(b) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark.

THIS SECURITY INTEREST (this "**Agreement**") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Lender Provided Hedging Agreements and certain Lender Provided Financial Services Products, as such terms are defined in the Security Agreement among the Grantor, Thermos Direct Response, Inc., a Delaware corporation, each subsidiary of the Grantor that becomes party thereto from time to time and the Administrative Agent, dated as of November 13, 2013 (the "**Security Agreement**").

Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record the grant of security interest made pursuant to this Agreement.

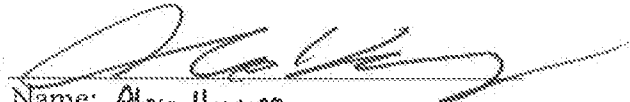
This security interest has been made in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under and as defined in the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS GRANT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (INCLUDING STATUTE OF LIMITATIONS) OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF).

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

THERMOS L.L.C., Grantor

By: 
Name: Alex Huang
Title: Chief Executive Officer

REPUBLIC OF CHINA

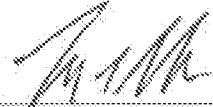
Personally appeared before me, the undersigned authority who is a notary public or other individual commissioned or authorized by the laws of the Republic of China to take oaths or acknowledgments, on this _____ day of October, 2013, within my jurisdiction, the within named **Yuanfu Alex Huang**, who acknowledged that he is **CEO** of **Thermos L.L.C.**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instruments, after first having been duly authorized by said limited liability company so to do.

.....
Signature

.....
Title

..... (SEAL)

HSBC BANK USA, N.A., as Administrative Agent

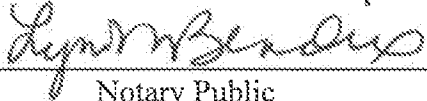
By: 

Name: Frank L. Gruber

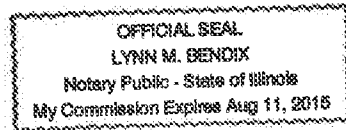
Title: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 28th day of October, 2013, before me personally came Frank L. Gruber who, being by me duly sworn, did state as follows: that he is Vice President of HSBC Bank USA, N.A., and that he is authorized to execute the foregoing Security Interest on behalf of and with the authority of said Person.



Notary Public



SCHEDULE A

(Attached)

COUNTRY	PROPRIETOR/ Assignment	WORD MARK	REGISTRATION NUMBER	REGISTRATION DATE
USA	Thermos L.L.C.	E5	3166478	31-Oct-2006
USA	Thermos L.L.C.	ELEMENT5	3178247	28-Nov-2006
USA	Thermos L.L.C.	HIDE 'N SNAK	3098836	30-May-2006
USA	Thermos L.L.C.	LUNCH LUGGER	3259414	03-Jul-2007
USA	Thermos L.L.C.	MISC. DESIGN (Thermos Oblong Oval Logo)	1897909	06-Jun-1995
USA	Thermos L.L.C.	RAYA	2984199	09-Aug-2005
USA	Thermos L.L.C.	RAYA	3399848	18-Mar-2008
USA	Thermos L.L.C.	ROCK	2330063	14-Mar-2000
USA	Thermos L.L.C.	STASH TOP	1905015	11-Jul-1995
USA	Thermos L.L.C.	STASH TOP	1861403	01-Nov-1994
USA	Thermos L.L.C.	THE ROCK & Design	2412909	12-Dec-2000
USA	Thermos L.L.C.	THERMOS	2211478	15-Dec-1998
USA	Thermos L.L.C.	THERMOS	3291441	11-Sep-2007
USA	Thermos L.L.C.	THERMOS	2819934	02-Mar-2004
USA	Thermos L.L.C.	THERMOS	3011222	01-Nov-2005
USA	Thermos L.L.C.	THERMOS (Special Form-arched)	229,816	05-Jul-1927
USA	Thermos L.L.C.	THERMOS (Special Form-arched)	176,064	13-Nov-1923
USA	Thermos L.L.C.	THERMOS (Stylized Letters)	067002	07-Jan-1908
USA	Thermos LLC	FOOGO (design)	3362913	1-Jan-2008
USA	Thermos LLC	FOOGO (design)	3362914	1-Jan-2008
USA	Thermos LLC	FOOGO (word)	3398988	18-Mar-2008
USA	Thermos LLC	FOOGO (word)	3362911	1-Jan-2008
USA	Thermos L.L.C.	INTAK	3605701	14-Apr-2009
USA	Thermos L.L.C.	ROHO	3846270	07-Sep-2010
USA	Thermos L.L.C.	ROHO	3874778	09-Nov-2010
USA	Thermos L.L.C.	FUNTAINER	4,073,957	20-Dec-2011