

01/02/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

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



103670312

12/18/14

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)/Execution Date(s):

Weston Brands, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: QH

Execution Date(s) December 16, 2014

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Name: Wells Fargo Bank, National Association No

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ 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:

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

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: sls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

01/14/2015 TIMBERL 00000024 85827892

01 FC:8521
02 FC:8522

45.00
150.00

December 16, 2014
Date

Total number of pages including cover sheet, attachments, and document: 7

9. Signature:


Signature

Joanne BL Arnold
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 808-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application No. | Registration No. | Reg Date |
|--------------------|----------------|---|------------------------|-------------------------|-----------------|
| Weston Brands, LLC | USA | SAUSAGE TONIC | 85827892 | 4399322 | 9/10/13 |
| Weston Brands, LLC | USA | SAUSAGE DUST | 85827891 | 4399321 | 9/10/13 |
| Weston Brands, LLC | USA | JERKY TONIC | 85827890 | 4399320 | 9/10/13 |
| Weston Brands, LLC | USA | JERKY DUST | 85827884 | 4402900 | 9/17/13 |
| Weston Brands, LLC | USA | WESTON  | 77839193 | 3824127 | 7/27/10 |
| Weston Brands, LLC | USA | RECONNECT WITH REAL FOOD & DESIGN | 86446175 | NA | NA |
| Weston Brands, LLC | USA | RECONNECT WITH REAL FOOD | 86446173 | NA | NA |

Trade Names

None

[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of December, 2014, by and among WESTON BRANDS, LLC, a Ohio limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for the lenders party thereto (such lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 31, 2012, by and among Agent, Lenders, Hamilton Beach Brands, Inc., formerly known as Hamilton Beach/Proctor-Silex Inc., a Delaware corporation ("Parent" or "US Borrower"), and Hamilton Beach Brands Canada, Inc., formerly known as Proctor-Silex Canada Inc., an Ontario corporation ("Hamilton Brands Canada" or "Canadian Borrower"), and together with US Borrower, each individually a "Borrower" and collectively, "Borrowers"), as amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated July 29, 2014 and Amendment No. 2 to Amended and Restated Credit Agreement, dated November 20, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Lender Group and the Bank Product Providers (as such terms are defined in the Credit Agreement) have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, reference is made to the Amended and Restated Guaranty and Security Agreement, dated as of May 31, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among each of the parties listed on the signature pages thereto and Agent; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided, however, that, notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor's hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WESTON BRANDS, LLC

By: 

Name: Gregory H. Trepp
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement - Weston]

TRADEMARK
REEL: 005439 FRAME: 0636

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

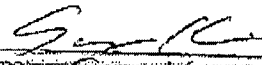
WESTON BRANDS, LLC

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Sarah Miller
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement - Weston]