

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371935

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	103674224		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Welbilt Walk-Ins, LP		12/04/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4126391	KYSOR	
CORRESPONDENCE DATA			
Fax Number:	4105803423		
<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:	4105804423		
Email:	diane.williams@dlapiper.com		
Correspondent Name:	Diane S. Williams		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	6225 Smith Avenue		
Address Line 4:	Baltimore, MARYLAND 21209		
ATTORNEY DOCKET NUMBER:	119316640V1/380265-18		
NAME OF SUBMITTER:	Diane S. Williams		
SIGNATURE:	/Diane S. Williams/		
DATE SIGNED:	02/04/2016		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of December 4, 2015 is made by WELBILT WALK-INS, LP, a Delaware limited partnership, located at 4201 N. Beach Street, Fort Worth, TX 76137 (the "*Grantor*"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 4, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among COOL GROUP LLC, a Delaware limited liability company ("*Parent*"), KPS GLOBAL LLC, a Delaware limited liability company (the "*Borrower*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), ARCC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered a Security Agreement, dated as of December 4, 2015, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

I. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

II. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

III. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

IV. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

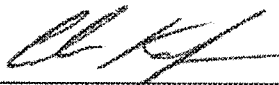
V. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WELBILT WALK-INS, LP,
a Delaware limited partnership,
as Grantor

By: **KPS WWI LLC,**
a Delaware limited liability company,
as its general partner,

By: 
Name: Glenn Kaufman
Title: President

[Signature Page to Trademark Security Agreement)]

TRADEMARK
REEL: 005722 FRAME: 0344

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: _____
Title: Mitchell Goldstein
Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Mark	Country	Status	Registration No.	Registration Date
Welbilt Walk-Ins, LP	KYSOR	United States	Registered	4,126,391	4/10/2012

Trademark Licenses:

1. Consent and License Agreement, dated January 14, 2011, by and among Welbilt Walk-Ins, LP and Heatcraft Refrigeration Products LLC