

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dacor	FORMERLY Distinctive Appliances, Inc.	05/06/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lateral U.S. Credit Opportunities Fund, L.P.		
Street Address:	1825 South Grant Street, Suite 210		
Internal Address:	c/o Lateral Global Investors LLC		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2533596	MILLENNIA	
Registration Number:	2469427	EPICURE	
Registration Number:	1126528	DACOR	
Registration Number:	2776162	THE LIFE OF THE KITCHEN	
Registration Number:	4432265	DISCOVERY	
Registration Number:	4432266	DISTINCTIVE	
Registration Number:	3712641	RENAISSANCE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	56865-00005		

CH \$190.00 2533596

NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	05/06/2016
Total Attachments: 5 source=DacorExecuted Trademark Security Agreement#page1.tif source=DacorExecuted Trademark Security Agreement#page2.tif source=DacorExecuted Trademark Security Agreement#page3.tif source=DacorExecuted Trademark Security Agreement#page4.tif source=DacorExecuted Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2016, is made by DACOR, a California corporation (formerly known as Distinctive Appliances, Inc.), with its place of business located at 14425 Clark Avenue, City of Industry, California 91745 ("**Grantor**"), in favor of LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P. ("**Lateral**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 6, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), among, *inter alios*, Dacor (the "**Borrower**"), the other Credit Parties, the Lenders from time to time party thereto and Lateral, as the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of May 6, 2016 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case other than any Excluded Property (the "**Trademark Collateral**"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

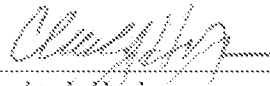
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

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.

DACOR,
as Grantor

By: 
Name: Charles J. Haeber
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LATERAL U.S. CREDIT OPPORTUNITIES FUND,
L.P., as Administrative Agent

By: Lateral Credit Opportunities, LLC, its General
Partner

By: _____
Richard de Silva, Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005788 FRAME: 0956

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.

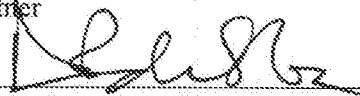
DACOR,
as Grantor

By: _____
Name: Charles J. Huebner
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LATERAL U.S. CREDIT OPPORTUNITIES FUND,
L.P., as Administrative Agent

By: Lateral Credit Opportunities, LLC, its General
Partner

By: 
Richard de Silva, Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No.	Reg. No.	Date of Reg.	Country	Status	Owner	Nature of Interest
MILLENNIA	76016470	2533596	01/29/2002	US	Active	Distinctive Appliances, Inc.	Ownership
EPICURE	76016076	2469427	07/17/2001	US	Active	Distinctive Appliances, Inc.	Ownership
DACOR	73184912	1126528	11/06/1979	US	Active	Distinctive Appliances, Inc.	Ownership
THE LIFE OF THE KITCHEN	76137839	2776162	10/21/2003	US	Active	Distinctive Appliances, Inc.	Ownership
DISCOVERY	85892093	4432265	11/12/2013	US	Active	Dacor, Inc.	Ownership
DISTINCTIVE	85892100	4432266	11/12/2013	US	Active	Dacor, Inc.	Ownership
RENAISSANCE	77355726	3712641	11/17/2009	US	Active	Dacor, Inc.	Ownership
DACOR	432345	TMA257116	03/20/1981	CA	Active	Dacor, Inc.	Ownership
RENAISSANCE	1400312	TMA801871	07/08/2011	CA	Active	Dacor Inc.	Ownership
THE LIFE OF THE KITCHEN	1097612	TMA623681	10/27/2004	CA	Active	Distinctive Appliances, Inc.	Ownership
DACOR	000705079	000705079	05/17/1999	EM	Active	Distinctive Appliances, Inc.	Ownership
DACOR	0119850173842	444063	10/12/1993	MX	Active	Dacor, Inc.	Ownership

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

Mark	Serial No.	Reg. No.	Date of Reg.	Country	Status	Owner	Nature of Interest
BLOMBERG	Unknown	Unknown	Unknown	US	Unknown	Arcelik A.S.	Limited License