

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blendtec, Inc.	FORMERLY K-TEC, Incorporated	05/31/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZB, N.A.		
<b>Doing Business As:</b>	Zions First National Bank		
<b>Street Address:</b>	One South Main Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84133		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86785222	REALSMOOTH	
<b>Registration Number:</b>	4949200	SPACESAVER	
<b>Serial Number:</b>	86693316	WILDSIDE PRO	
<b>Serial Number:</b>	86526198	SELF SERVE SYSTEM	
<b>Registration Number:</b>	4050765		
<b>Registration Number:</b>	4520070	SIGNATURE SERIES	
<b>Registration Number:</b>	4385145	STEALTH	
<b>Registration Number:</b>	4238310	SMOOTHIE SHOP IN A BOX	
<b>Registration Number:</b>	4238309	MAKE YOUR OWN DANG SMOOTHIE	
<b>Registration Number:</b>	3909158	WILD SIDE	
<b>Registration Number:</b>	3703784	SELF SERVE SYSTEM	
<b>Registration Number:</b>	3617188	S3	
<b>Registration Number:</b>	3460391	EZ	
<b>Registration Number:</b>	3600462	SPACESAVER	
<b>Registration Number:</b>	3447878	SMOOTHER	
<b>Registration Number:</b>	3452244	XPRESS	
<b>Registration Number:</b>	3338347	TOTAL BLENDER	
<b>TRADEMARK</b>			

OP \$590.00 86785222

Property Type	Number	Word Mark
Registration Number:	3576702	WILLITBLEND?
Registration Number:	3338080	WILL IT BLEND?
Registration Number:	2431060	BLENDTEC
Registration Number:	1761014	
Registration Number:	1885818	THE KITCHEN CHAMP
Registration Number:	2028069	KITCHENETICS

**CORRESPONDENCE DATA**

**Fax Number:** 8015327543  
*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.*  
**Phone:** 8015321500  
**Email:** bowen@rqn.com  
**Correspondent Name:** S. Brandon Owen  
**Address Line 1:** 36 South State Street  
**Address Line 2:** Suite 1400  
**Address Line 4:** Salt Lake City, UTAH 84111

<b>NAME OF SUBMITTER:</b>	S. Brandon Owen
<b>SIGNATURE:</b>	/S. Brandon Owen/
<b>DATE SIGNED:</b>	07/05/2016

**Total Attachments: 11**  
source=Patent and Trademark Security Agreement Blendtec#page1.tif  
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2016, is made by BLENDTEC, INC., a Utah corporation fka K-TEC, Incorporated ("**Grantor**"), in favor of ZB, N.A. dba ZIONS FIRST NATIONAL BANK ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreements listed below (as the same may be amended, restated, modified or otherwise supplemented from time to time), between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has made available to Grantor or its affiliated entities loans in the aggregate principal amount set forth in the Loan Agreements;

WHEREAS, Grantor (or its affiliated entities) and Lender have entered into those certain Business Loan Agreements (each a "**Loan Agreement**", and collectively, the "**Loan Agreements**"), and related documents, in which Lender agreed to extend the following loans to Grantor, evidenced by those certain Promissory Notes (each a "**Note**", and collectively the "**Notes**") executed by Grantor in favor of Lender, in accordance with the terms and conditions in the Loan Agreements: (1) Loan No. 5361176-0200 (Blendtec); (2) Loan No. 5361176-0201 (Blendtec); (3) Loan No. 5361176-0202 (Blendtec); (4) Loan No. 5361176-0300 (Blendtec); (5) Loan No. 5361176-9001 (Blendtec); (6) Loan No. 5361176-9005 (Blendtec); (7) Loan No. 5361176-9006 (Blendtec) (consolidation of -0200, -0201, -0202, and -0300), (8) Loan No. 6312179-9001 (Dickson Properties), and (9) Loan No. CC 9990000001152203 (Blendtec).

WHEREAS, Grantor is party to one or more Commercial Security Agreements executed in connection with the Loans in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreements**"), and Grantor now hereby executes and delivers this Patent and Trademark Security Agreement in connection therewith;

WHEREAS, the Notes, the Security Agreements and all other documentation granting liens or security interests to Lender in connection with the Loan Agreements and the Notes shall be referred to collectively as the "**Collateral Documents**." The Loan Agreements, the Notes, the Collateral Documents, and all other documents and agreements executed in connection therewith or herewith shall be referred to as the "**Loan Documents**."

WHEREAS, All obligations and liabilities of Grantor under the Loan Documents, now existing or hereafter arising, which shall be deemed to include without limitation this Patent and Trademark Security Agreement, shall be referred to as the "**Obligations**."

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

Section 1. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Patent Collateral**"):

(a) all of its patents and patent applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*"):

(a) all of each of Grantor's trademarks and applications therefor, including, without limitation, those referred to on Schedule 2 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. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and Collateral Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements and Collateral Documents, 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, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Patents, Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent and 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.

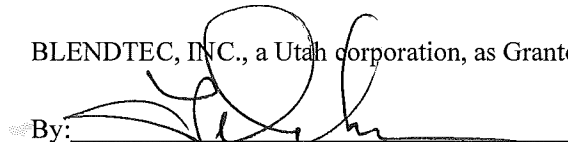
Section 6. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BLENDTEC, INC., a Utah corporation, as Grantor

By:   
Name: Thomas Dickson  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BLENDTEC, INC., a Utah corporation, as Grantor

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK

By:  \_\_\_\_\_

Name: R. SCOTT DEEDS

Title: SVP

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005829 FRAME: 0338**

**SCHEDULE 1**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
*United States Patent Applications*

<i>App. No.</i>	<i>Title</i>	<i>Assignee</i>	<i>File Date</i>
12/901,992	"Mixing Blade for Blending Apparatus and Method"	BlendTec, Inc.	October 13, 2015
13/110,147	"Blending Jar With Scraper Apparatus"	BlendTec, Inc.	May 18, 2011
14/298,903	"Blending Jar With Ridges"	BlendTec, Inc.	June 7, 2014
14/494,465	"Method for Making a Mixing Blade for Blending Apparatus"	BlendTec, Inc.	September 23, 2014
14/538,138	"Ice Dispensing and Metering System and Methods"	BlendTec, Inc.	November 11, 2014
14/640,579	"Mixer Apparatus and Method"	BlendTec, Inc.	March 6, 2015
29/519,635	"Mixer"	BlendTec, Inc.	March 6, 2015
62/129,333	"Ingredient Scale System and Methods"	BlendTec, Inc.	March 6, 2015
14/640,847	"Control System for Mixers"	BlendTec, Inc.	March 6, 2015
14/640,898	"Programmable Wireless Control System for Mixers"	BlendTec, Inc.	March 6, 2015
14/640,963	"Emergency Stop System for Mixers"	BlendTec, Inc.	March 6, 2015
14/640,731	"Gear System for Mixers and Mixer Attachments"	BlendTec, Inc.	March 6, 2015
14/710,442	"Blending Systems and Methods With Blade Assembly Dampening"	BlendTec, Inc.	May 12, 2015
14/730,549	"Chilled Product Post-Processing Apparatus and Methods"	BlendTec, Inc.	June 4, 2015

**PCT APPLICATIONS**

<i>App. No.</i>	<i>Title</i>	<i>Assignee</i>	<i>Issue Date</i>
PCT/US14/59084	"Blending Jar With Ridges"	Parent assigned to BlendTec, Inc.	October 3, 2014

**U.S. PATENTS**

<i>Patent No.</i>	<i>Title</i>	<i>Assignee</i>	<i>Issue Date</i>
5,957,577	"Enclosure System for a Blender Apparatus"	BlendTec, Inc.	September 28, 1999
D436,789	"Blending Station Apparatus"	BlendTec, Inc.	January 30, 2001
7,048,217	"Blending Station Apparatus and Method"	BlendTec, Inc.	May 23, 2006
6,811,303	"Blending Apparatus With Articulate Motor Actuating Housing"	BlendTec, Inc.	November 2, 2004
D482,231	"Blending Dispenser Enclosure"	BlendTec, Inc.	November 18, 2003
6,854,876	"Nestable Blending Jar Apparatus"	BlendTec, Inc.	February 15, 2005
6,979,117	"Blending Jar Apparatus With Truncated Wall"	BlendTec, Inc.	December 27, 2005
7,207,506	"Blending Station Apparatus and Method"	BlendTec, Inc.	April 24, 2007
7,281,842	"Blending Jar Apparatus Having a Generally Rectangular Shape"	BlendTec, Inc.	October 16, 2007
5,556,198	"Multipurpose Food Mixing Appliance Specially Adapted for Kneading Dough"	BlendTec, Inc.	September 17, 1996
5,655,834	"Blender Appliance With Beveled Blade Portions"	BlendTec, Inc.	August 12, 1997
D664,808	"Blending Jar With Scraper Apparatus"	BlendTec, Inc.	August 7, 2012




8,851,740	"Liquid Level Detection and Autonomous Calibration for Self-Serve Blending Apparatus and Methods"	BlendTec, Inc.	October 7, 2014
8,881,952	"Ice Dispensing and Metering System and Methods"	BlendTec, Inc.	November 11, 2014
D742,172	"Blender Jar With Internal Ribs"	BlendTec, Inc.	November 3, 2015
9,179,801	"Liquid Level Detection and Autonomous Calibration for Self-Serve Blending Apparatus and Method"	BlendTec, Inc.	November 10, 2015

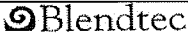
**SCHEDULE 2**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
*U.S. Trademarks*

<b>Mark</b>	<b>U.S. Serial No. Filing Date</b>	<b>U.S. Reg. No. Registration Date</b>	<b>Goods / Services (International Class No.)</b>
“Realsmooth”	86/785,222 October 12, 2015	-	Electric Blenders and Mixers for Making Beverages, Namely, Smoothies, Slushes and Granitas (Int’l Class No. 7)
“Spacesaver”	86/549,082 February 27, 2015	4,949,200 May 3, 2016	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int’l Class No. 7)
“Wildside Pro”	86/693,316 July 15, 2015	-	Jars for Blenders (Int’l Class No. 21)
“Self Serve System”	86/526,198 February 5, 2015	November 20, 2015	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int’l Class No. 7)
	85/203,654 December 22, 2010	4,050,765 November 1, 2011	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int’l Class No. 7)
“Signature Series”	85/826,536 January 18, 2013	4,520,070 April 29, 2014	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int’l Class No. 7)
“Stealth”	85/610,735 April 27, 2012	4,385,145 August 13, 2013	Electric Blenders for use in the Field of Food and Drink Preparation (Int’l Class No. 7)
“Smoothie Shop In A Box”	85/229,025 January 28, 2011	4,238,310 November 6, 2012	Self-Serve Electric Food and Drink Blenders Featuring a Service Pitcher for Dispensing the Blended Food and Drink (Int’l Class No. 7)
“Make Your Own Dang Smoothie”	85/229,021 January 28, 2011	4,238,309 November 6, 2012	Self-Serve Electric Food and Drink Blenders Featuring a Service Pitcher for Dispensing the Blended Food and Drink (Int’l Class No. 7)

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
"Wild Side"	77/891,493 December 11, 2009	3,909,158 January 18, 2011	Jars for Blenders (Int'l Class No. 21)
"Self Serve System"	77/639,102 December 23, 2008	3,703,784 October 27, 2009	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"S3"	77,416,520 March 7, 2008	3,617,188 May 5, 2009	Electric Food Blenders for Use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"EZ"	77/165,780 April 25, 2007	3,460,391 July 8, 2008	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"Spacesaver"	77/165,777 April 25, 2007	3,600,462 Mach 31, 2009	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"Smoother"	77/165,775 April 25, 2007	3,447,878 June 17, 2008	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"Xpress"	77/165,771 April 25, 2007	3,452,244 June 24, 2008	Electric Food Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)
"Total Blender"	77/082,847 January 15, 2007	3,338,347 November 20, 2007	Mixers and Electric Food Blenders (Int'l Class No. 7)
"Willitblend?"	77/046,021 November 16, 2006	3,576,702 February 17, 2009	Mixers and Electric Food Blenders (Int'l Class No. 7)
"Will It Blend?"	77/045,910 November 16, 2006	3,338,080 November 20, 2007	Online Retail Store Services Featuring Mixers and Electric Food Blenders and Distributorship Services Featuring Mixers and Electric Food Blenders (Int'l Class No. 35)
"Blendtec"	75/801,328 September 18, 1999	2,431,060 February 27, 2001	Blenders for use in the Field of Food and Drink Preparation (Int'l Class No. 7)

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
	74/209,068 September 30, 1991	1,761,014 March 30, 1993	Small Kitchen Appliances; Namely, Electric Multifunction Kitchen Machines; Namely, Bread Maker, Mixer, Blender, Food Processor, Food Grinder And Juicer and Grain Grinders (Int'l Class No. 7)
"The Kitchen Champ"	74/508,396 April 4, 1994	1,885,818 March 28, 1995	Electric Kitchen Appliances; Namely, a Combination Breadmaker, Mixer, Blender, Pasta Maker, Juicer and Food Processor (Int'l Class No. 7)
"Kitchenetics"	74/209,064 September 30, 1991	2,028,069 January 7, 1997	Small Kitchen Appliances, Namely Electronic Multifunction Kitchen Machines, Namely Bread Maker, Mixer, Blender, Food Processor, Food Grinder and Juicer; Grain Grinders (Int'l Class No. 7)

**Foreign Trademark/Service Mark Applications**

<i>Mark</i>	<i>Application No. Filing Date</i>	<i>Applicant</i>	<i>Country</i>
BLENDTEC	840716966 November 25, 2013	<sup>1</sup> K-Tec, Inc.	Brazil
Swirl Design	840716958 November 25, 2013	*K-Tec, Inc.	Brazil
Swirl Design	1,653,894 November 27, 2013	BlendTec, Inc.	Canada
BLENDTEC	2013/33049 November 22, 2013	*K-Tec, Inc.	South Africa
 Blendtec	40-2015-26328 April 9, 2015	BlendTec, Inc.	Korea (Class 7)

<sup>1</sup> K-TEC, Inc. is in the process of changing its name to BlendTec, Inc.

**Foreign Trademark/Service Mark Registrations**

<i><b>Mark</b></i>	<i><b>Registration No. Registration Date</b></i>	<i><b>Applicant</b></i>	<i><b>Country</b></i>
Swirl Design	1504899 February 16, 2012	*K-TEC, Inc.	Taiwan
Swirl Design	1 080 438 May 23, 2011  November 21, 2013	*K-TEC, Inc.	Madrid Protocol (designating China, South Korea, and Japan)  Subsequent designation filed European Community, Belarus, Iceland, Mexico, New Zealand, Norway, and Ukraine
BLENDTEC	1532886 June 26, 2013	*K-TEC, Inc.	Australia
BLENDTEC	1 186 720 November 22, 2013	*K-TEC, Inc.	Madrid Protocol (designating Belarus, European Community, China, Japan, Korea, Iceland, Mexico, New Zealand, Norway, and Ukraine)
BLENDTEC	302812473 November 22, 2013	*K-TEC, Inc.	Hong Kong (Class 7)
Swirl Design	302812464 November 22, 2013	*K-TEC, Inc.	Hong Kong (Class 7)
BLENDTEC	TMA897,294 February 24, 2015	BlendTec, Inc.	Canada
Swirl Design	1532885 February 23, 2015	*K-TEC, Inc.	Australia (Class 7)
BLENDTEC	1704446 May 1, 2015	*K-TEC, Inc.	Taiwan (Class 7)
Swirl Design	2013/33048 August 27, 2015	*K-TEC, Inc.	South Africa (Class 7)