

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FORTESSA TABLEWARE SOLUTIONS, LLC		06/30/2016	Limited Liability Company: VIRGINIA
ESCHENBACH, USA, INC.		06/30/2016	Corporation: VIRGINIA
INTEGRUS HOLDINGS, INC.		06/30/2016	Corporation: VIRGINIA
STERLING RESTAURANT SUPPLY, LLC		06/30/2016	Limited Liability Company: VIRGINIA
RENTAL RESOURCE PARTNERS LLC		06/30/2016	Limited Liability Company: VIRGINIA
CLOUD TERRE STUDIOS, LLC		06/30/2016	Limited Liability Company: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1600 Market Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3247130	VITRALUXE
<b>Registration Number:</b>	3217024	ACCENTZ
<b>Registration Number:</b>	3613320	F
<b>Registration Number:</b>	4165807	FORTALITE
<b>Registration Number:</b>	4698254	FORTANIUM
<b>Registration Number:</b>	3613319	FORTESSA
<b>Registration Number:</b>	2594039	FORTESSA
<b>Registration Number:</b>	3603698	FORTESSA
<b>Registration Number:</b>	3237498	FORTESSA
<b>Registration Number:</b>	3644511	D&V
<b>Registration Number:</b>	2672923	FORTALUXE
<b>Registration Number:</b>	3090308	OCEANA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3603699	SUPERWHITE
Registration Number:	3693262	TECHNOCERAM
Registration Number:	3719181	LEADING THE WAY IN TABLEWARE
Registration Number:	4593525	SRS
Serial Number:	87066330	CLOUD TERRE
Serial Number:	87066341	CLOUD TERRE
Serial Number:	87066357	CLOUD TERRE STUDIO
Serial Number:	87066366	CLOUD TERRE STUDIO
Serial Number:	87066375	CLOUD TERRE STUDIO A FORTESSA TABLEWARE

#### CORRESPONDENCE DATA

Fax Number: 2158648999

*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: (215) 864-8629

Email: goswamia@ballardspahr.com

Correspondent Name: Anuj Goswami

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Anuj Goswami
SIGNATURE:	/Anuj Goswami/
DATE SIGNED:	07/20/2016

#### Total Attachments: 11

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of June 30, 2016 by FORTESSA TABLEWARE SOLUTIONS, LLC (f/k/a Fortessa, Inc.) ("Fortessa"), ESCHENBACH, USA, INC. ("Eschenbach"), INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC) ("Integrus"), STERLING RESTAURANT SUPPLY, LLC (f/k/a Sterling Housewares LLC) ("Sterling"), RENTAL RESOURCE PARTNERS LLC ("Resource") and CLOUD TERRE STUDIOS, LLC ("Cloud"; and together with Fortessa, Eschenbach, Integrus, Sterling and Resource, each a "Grantor" and, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, Lenders and Agent are parties to that certain Revolving Credit and Security Agreement dated as of May 9, 2006 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Grantors by Lenders;

WHEREAS, the Grantors (other than Cloud) entered into that certain Intellectual Property Security Agreement, dated as August 29, 2013 (the "Existing IP Security Agreement") and Grantors and Agent have agreed to amend and restate the Existing IP Security Agreement to include Cloud and to update Schedule 1 attached hereto;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed opposite its name on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

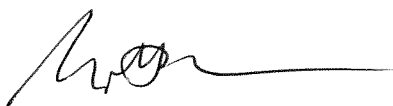
(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed opposite such Grantor's name on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.


[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**FORTESSA TABLEWARE SOLUTIONS, LLC  
(f/k/a Fortessa, Inc.)**

By:   
Name: Scott M. Hamberger  
Title: President


**ESCHENBACH, USA, INC.**

By:   
Name: Scott M. Hamberger  
Title: Chairman


**INTEGRUS HOLDINGS, INC. (f/k/a Fortessa  
Intellectual Property, LLC)**

By:   
Name: Scott M. Hamberger  
Title: President

**STERLING RESTAURANT SUPPLY, LLC**


By:   
Name: Scott M. Hamberger  
Title: President

**RENTAL RESOURCE PARTNERS LLC**

By:   
Name: Scott M. Hamberger  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

**CLOUD TERRE STUDIOS, LLC**

By:   
Name: Scott M. Hamberger  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: James Sierakowski  
Title: Vice President

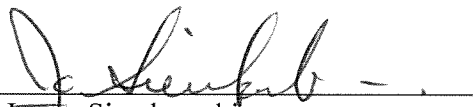
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SECURITY AGREEMENT]

**CLOUD TERRE STUDIOS, LLC**

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

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: James Sierakowski  
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

DMEAST #26163303

**TRADEMARK**  
**REEL: 005838 FRAME: 0007**

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

GRANTOR	TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
Fortessa	VITRALUXE	USA	3247130	05/29/07
Fortessa	ACCENTZ	USA	3217024	03/13/07
Fortessa	CASTLE F LOGO / CASTLE F with Fortessa	USA	3613320	04/28/09
Fortessa	FORTALITE	USA	4165807	06/26/12
Fortessa	FORTANIUM	USA	4698254	03/10/15
Fortessa	FORTESSA	USA	3613319	04/28/09
Fortessa	FORTESSA	USA	2594039	07/16/02
Fortessa	FORTESSA	USA	3603698	04/07/09
Fortessa	FORTESSA	USA	3237498	05/01/07
Fortessa	D&V	USA	3644511	06/23/09
Fortessa	FORTALUXE	USA	2672923	01/07/03
Fortessa	OCEANA	USA	3090308	05/09/06
Fortessa	SUPERWHITE	USA	3603699	04/07/09
Fortessa	TECHNOCERAM	USA	3693262	10/06/09
Fortessa	LEADING THE WAY IN TABLEWARE	USA	3719181	12/01/09
Eschenbach	CIRCLE LOGO	European Community	3096856	10/12/04
Sterling Restaurant Supply, LLC	SRS	USA	4593525	08/26/14

### PENDING TRADEMARK APPLICATIONS

TRADEMARK	OWNER	COUNTRY	APPLICATION NO.	APPLICATION DATE
CLOUD TERRE	Cloud Terre Studios, LLC	USA	87/066330	Filed 6/9/16
CLOUD TERRE (stylized)	Cloud Terre Studios, LLC	USA	87/066341	Filed 6/9/16
CLOUD TERRE STUDIO	Cloud Terre Studios, LLC	USA	87/066357	Filed 6/9/16
CLOUD TERRE STUDIO (stylized)	Cloud Terre Studios, LLC	USA	87/066366	Filed 6/9/16
CLOUD TERRE STUDIO a Fortessa Tableware Solutions Company (stylized)	Cloud Terre Studios, LLC	USA	87/066375	Filed 6/9/16



DESIGN PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	APPLICATION NO.	REG. DATE	PATENT NO.
Boullion Cup	05/08/06	29/259,401	02/26/08	D562638
Coffee Cup	05/08/06	29/259,400	12/04/07	D556514
Plate	05/08/06	29/259,400	01/15/08	D559626
Saucer	05/08/06	29/259,387	01/29/08	D560439
Soup Bowl	05/08/06	29/259,389	01/29/08	D560438

SCHEDULE - 1

COPYRIGHTS

GRANTOR	TITLE	JURISDICTION	REG. NO.	REGISTRATION DATE
Eschenbach	BRISTOL BLUE	USA	VA 855116	12/04/97
Eschenbach	CHATEAU LOIRE GREEN	USA	VA 855118	12/04/97
Eschenbach	EVITA	USA	VA 985828	02/15/00
Eschenbach	MARRAKESH	USA	VA 1024871	09/28/00
Eschenbach	MUG AT WORK	USA	VA 859624	06/06/97
Eschenbach	ST. REGIS	USA	VA 855117	12/04/97
Eschenbach	TAKE IT	USA	VA 857041	06/06/97
Eschenbach	TAKE IT	USA	VA 859631	06/06/97

SCHEDULE -1

## POWER OF ATTORNEY

On this June 30, 2016, each of FORTESSA TABLEWARE SOLUTIONS, LLC (f/k/a Fortessa, Inc.) ("Fortessa"), ESCHENBACH, USA, INC. ("Eschenbach"), INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC) ("Integrus"), STERLING RESTAURANT SUPPLY, LLC (f/k/a Sterling Housewares LLC) ("Sterling"), RENTAL RESOURCE PARTNERS LLC ("Resource") and CLOUD TERRE STUDIOS, LLC ("Cloud"; and together with Fortessa, Eschenbach, Integrus, Sterling and Resource, each a "Grantor" and, collectively, the "Grantors"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Fortessa, Eschenbach, Integrus, Sterling, Resource and Cloud, dated as of May 9, 2006 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between such Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents or copyrights in the United States Patent and Trademark Office, United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

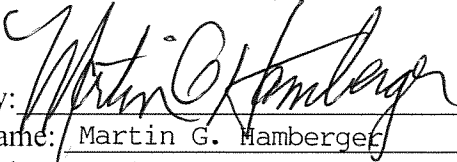
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney, as of the date first set forth above.


**FORTESSA TABLEWARE SOLUTIONS, LLC  
(f/k/a Fortessa, Inc.)**

By:   
Name: Scott M. Hamberger  
Title: President

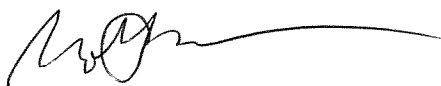
**ESCHENBACH, USA, INC.**

By:   
Name: Martin G. Hamberger  
Title: Chairman


**INTEGRUS HOLDINGS, INC. (f/k/a Fortessa  
Intellectual Property, LLC)**

By:   
Name: Scott M. Hamberger  
Title: President

**STERLING RESTAURANT SUPPLY, LLC**

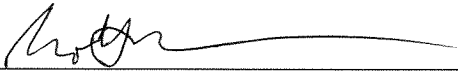
By:   
Name: Scott M. Hamberger  
Title: President

**RENTAL RESOURCE PARTNERS LLC**

By:   
Name: Scott M. Hamberger  
Title: President

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT)

**CLOUD TERRE STUDIOS, LLC**

By:   
Name: Scott M. Hamberger  
Title: President

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT)

DMEAST #26163303 v2

**RECORDED: 07/20/2016**

**TRADEMARK**  
**REEL: 005838 FRAME: 0013**