

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lloyd Industries, LLC	FORMERLY Lloyd Industries, Inc.	10/14/2016	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Lloyd Industries, LLC
<b>Street Address:</b>	3808 N. Sullivan Rd.
<b>Internal Address:</b>	Bldg. 25E
<b>City:</b>	Spokane Valley
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	99216
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Serial Number:</b>	87071780	DIAMOND GRILL PAN
<b>Registration Number:</b>	4992391	PRE SEASONED TUFF-KOTE
<b>Registration Number:</b>	4924280	DURA-KOTE
<b>Registration Number:</b>	4924281	SILVER-KOTE
<b>Registration Number:</b>	4716513	QUIK-DISKS
<b>Registration Number:</b>	4821049	HEARTH BAKE DISK
<b>Registration Number:</b>	4751851	THE EQUALIZER
<b>Registration Number:</b>	4911994	THE EQUALIZER
<b>Registration Number:</b>	4711537	LLOYD PANS
<b>Registration Number:</b>	4707834	LLOYD PANS
<b>Registration Number:</b>	4793230	LLOYD PANS
<b>Registration Number:</b>	4711540	LLOYD PANS
<b>Registration Number:</b>	4711546	LLOYD PANS
<b>Registration Number:</b>	4793231	LLOYD PANS
<b>Registration Number:</b>	4711551	LLOYD PANS
<b>Registration Number:</b>	4711541	LLOYD PANS
<b>Registration Number:</b>	3856580	MANPANS
<b>Registration Number:</b>	3859923	MANPANS

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3107884471*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:** 3107884541**Email:** janie.freedman@kattenlaw.com**Correspondent Name:** Jane Freedman c/o Katten Muchin Rosenman**Address Line 1:** 2029 Century Park East**Address Line 2:** Suite 2600**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Jane Freedman
<b>SIGNATURE:</b>	/Jane Freedman/
<b>DATE SIGNED:</b>	10/14/2016

**Total Attachments: 8**

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# LIMITED LIABILITY COMPANY AGREEMENT

OF

## LLOYD INDUSTRIES, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Lloyd Industries, LLC, a Washington limited liability company (the "Company"), is dated as of October 14, 2016 and made by Focus Products Group International, LLC, an Illinois limited liability company, as the sole member of the Company (the "Member").

### RECITAL

The Member has formed the Company as a limited liability company under the laws of the State of Washington by concurrently filing Articles of Conversion and a Certificate of Formation and desires to enter into a written agreement in accordance with the provisions of the Washington Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), governing the affairs of the Company and the conduct of its business.

### ARTICLE 1

#### The Limited Liability Company

1.1 *Formation.* The Member has previously converted and formed the Company as a limited liability company pursuant to the provisions of the Act. The Articles of Conversion for the Company (the "Articles of Conversion") and Certificate of Formation for the Company (the "Certificate of Formation") have been filed in the Office of the Secretary of State of the State of Washington in conformity with the Act.

1.2 *Name.* The name of the Company shall be "Lloyd Industries, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.3 *Business Purpose; Powers.* The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.4 *Registered Office and Agent.* The name of the registered agent of the Company shall be C T Corporation System, and the registered address of the Company shall be 505 Union Avenue SE, Suite 120, Olympia, WA 98501.

1.5 *Term.* Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

**ARTICLE 2**  
**The Member**

2.1 *The Member.* The name and address of the Member are as follows:

<u>Name</u>	<u>Address</u>
Focus Products Group International, LLC	300 Knightsbridge Parkway #500 Lincolnshire, IL 60069

2.2 *Liability of the Member.* All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.3 *Admission of Members.* New members shall be admitted only upon the approval of the Member.

**ARTICLE 3**  
**Management**

3.1 *Management by the Member.* The management of the Company is reserved to the Member. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. Decisions or actions taken by the Member in accordance with this Agreement shall constitute decisions or action by the Company and shall be binding on the Company. The Member, and any officers appointed by the Member, shall have the authority to bind the Company to any third party with respect to any matter. Any action required or permitted to be taken at any meeting of the Member may be taken without a meeting if the Member consents thereto in writing, and the writing or writings are filed with the minutes of the Company.

3.2 *Officers.* The Member shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Member deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The Member may assign titles to particular officers. Unless the Member otherwise decides, if the title is one commonly used for officers of a corporation formed under the Washington Business Corporation Act, as amended, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Member pursuant to the first sentence of this Section 3.2. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Member.

## ARTICLE 4

### Capital Structure; Contributions; Nature of Units; Certificates of Units

4.1 *Capital Structure.* The capital structure of the Company shall consist of one class of units (the “Units”). All Units shall be identical with each other in every respect. The Member shall own 1,000 Units, which comprise all of the Units issued and outstanding.

4.2 *Capital Contributions.* The original capital contribution of the Member is as set forth in Schedule A hereto. From time to time the Member may, but shall not be obligated to, contribute additional capital or make loans to the Company, all at such times and upon such terms as the Member shall approve. The Member shall not be required to contribute any additional capital to the Company, and the Member shall not have any personal liability for any obligations of the Company.

4.3 *Nature of Limited Liability Company Units.* Subject to Section 4.5(b) below, each Unit shall constitute a “security” within the meaning of, and governed by, Article 8 of the Washington Uniform Commercial Code, or any other applicable jurisdiction, that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

#### 4.4 *Certificates of Limited Liability Company Units.*

(a) All Units shall be represented by a certificate of interest in such form as shall be determined by the Member in accordance with the Act. Each certificate shall be signed by the President of the Company. Each certificate of Units shall state the name of the Company, the fact that the Company is formed under the laws of the State of Washington as a limited liability company, the name of the person or entity to whom issued, the date of issue, the number of Units represented thereby and the following legend: “This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Washington and, to the extent permitted by applicable law, each other applicable jurisdiction.” Each certificate shall also contain a statement to the effect that the rights, preferences, and privileges of, and restrictions on the limited liability company interests in the Company represented thereby are determined, and sale, transfer, assignment, pledge and hypothecation of the limited liability company interests in the Company represented by the certificate are limited by, and subject to the terms and provisions of, this Agreement.

(b) Copies of certificates may be inspected and copied during normal business hours by any member upon reasonable request, for purposes reasonably related to the limited liability company interest of that person or entity as a member of the Company. If a certificate has been worn out or lost, it may be renewed on production of the worn out or lost certificate or on satisfactory proof of its loss together with such indemnity as may be required by the Member.

#### 4.5 *Pledgee’s Rights; Units to be General Intangibles.*

(a) Notwithstanding anything contained herein to the contrary, each Member shall be permitted to pledge or hypothecate any or all of its Units, including, without limitation, all economic rights and privileges, all control rights, authority, and powers, and all status rights

as a Member, to any lender to the Company or any affiliate of the Company, or to any agent acting on such lender's behalf, and any transfer of such Units pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, subject to the terms of the financing giving rise to any pledge or hypothecation of Units, the lender (or agent) shall have the right, to the extent set forth in the applicable pledge or hypothecation agreement, and without further approval of any Member and without becoming a Member (unless such lender (or agent) expressly elects in writing to become a Member), to exercise the membership voting rights of the Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, to the extent set forth in the applicable pledge or hypothecation agreement, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall, if it so elects, become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a Member under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a Member and shall have no further rights or powers under this Agreement. Notwithstanding anything contained herein to the contrary, no legal opinion shall be required in connection with any pledge or hypothecation of Units, or any transfer or exercise of rights or remedies pursuant hereto. The execution and delivery of this Agreement by a Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Section 4.5 and any of the actions permitted pursuant to this Section 4.5.

(b) So long as any pledge or hypothecation of any Units is in effect, the Company shall not elect that its Units become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the prior written consent of all pledgees of such Units or the delivery of any applicable limited liability company certificate or control agreement necessary to perfect each such pledgee's interests in the applicable Units.

(c) This Section 4.5 may not be amended or modified so long as any of the Units is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the Units shall be a third party beneficiary of the provisions of this Section 4.5.

## ARTICLE 5

### Profits, Losses and Distributions

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, profits and losses shall be allocated entirely to the Member.

5.2 *Distributions.* The Member shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Units, the determined amount when, as and if declared by the Member. The distributions of the Company shall be allocated entirely to the Member. Any provision contained herein to the contrary notwithstanding, the Company shall not be obligated to redeem or otherwise purchase or acquire, or make any distribution in respect of, and shall not redeem, otherwise purchase or acquire or make any distribution in respect of, any Units to the extent such redemption, purchase, acquisition or distribution is prohibited or otherwise not permitted under any agreements, documents or instruments relating to or otherwise evidencing any outstanding indebtedness for borrowed money of the Company or any of its subsidiaries or other affiliates.

## **ARTICLE 6**

### Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an “Event of Dissolution”):

- (a) A vote for dissolution by the Member; or
- (b) A judicial dissolution of the Company under the Act.

## **ARTICLE 7**

### Exculpation and Indemnification

7.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, any director, officer or employee of the Member or any officer of the Company (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement.

7.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 7.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in intentional misconduct or a knowing violation of law, or conduct adjudged to be in violation of Section 25.15.231 of the Act (relating to limitations on distributions) (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance

of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 7.2.

7.3 Amendments. Any repeal or modification of this Article 7 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 7, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## **ARTICLE 8** Miscellaneous

8.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

8.2 Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

8.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided, however*, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the principles of conflicts of laws thereof.

8.5 Limited Liability Company. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Washington or any other laws.

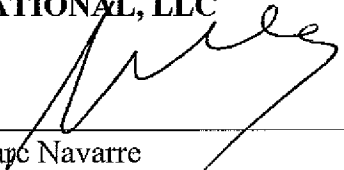
*[Signature page follows]*



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

**MEMBER:**

**FOCUS PRODUCTS GROUP  
INTERNATIONAL, LLC**

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

Name: Marc Navarre

Title: President

**SCHEDULE A**

**INITIAL CAPITAL CONTRIBUTION**

<b><u>MEMBER NAME</u></b>	<b><u>INITIAL CONTRIBUTION</u></b>	<b><u>NUMBER OF MEMBERSHIP UNITS</u></b>
Focus Products Group International, LLC, an Illinois limited liability company	*	1,000

\* These Units were converted from issued and outstanding shares of Lloyd Industries, Inc.