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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM434096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lloyd Industries, LLC		07/03/2017	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Johnson Bank		
Street Address:	333 East Wisconsin Avenue, Suite 82		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	State Bank: WISCONSIN		

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark			
Serial Number:	87205872	LLOYD PANS KITCHENWARE			
Serial Number:	87071780	DIAMOND GRILL PAN			
Serial Number:	86799832	PRE SEASONED TUFF-KOTE			
Serial Number:	86594276	DURA-KOTE			
Serial Number:	86594286	SILVER-KOTE			
Serial Number:	86428479	QUIK-DISKS			
Serial Number:	86428494	HEARTH BAKE DISK			
Serial Number:	86428509	THE EQUALIZER			
Serial Number:	86428528	THE EQUALIZER			
Serial Number:	86353662	LLOYD PANS			
Serial Number:	86353677	LLOYD PANS			
Serial Number:	86353695	LLOYD PANS			
Serial Number:	86353705	LLOYD PANS			
Serial Number:	86353781	LLOYD PANS			
Serial Number:	86353798	LLOYD PANS			
Serial Number:	86353818	LLOYD PANS			
Serial Number:	86353754	LLOYD PANS			
Serial Number:	77944692	MANPANS			
		TRADEMARK			

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77944728	MANPANS

CORRESPONDENCE DATA

Fax Number: 4142713552

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.

Email: tm-dept@quarles.com

Correspondent Name: Hillary J. Wucherer

Address Line 1: Quarles & Brady LLP - ATTN IP Docket
Address Line 2: 411 E. Wisconsin Ave., Suite 2350
Address Line 4: Milwaukee, WISCONSIN 53202-4426

NAME OF SUBMITTER:	Hillary J. Wucherer
SIGNATURE:	/Hillary J. Wucherer/
DATE SIGNED:	07/07/2017

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Grant") is made effective as of July 3, 2017, by and from LLOYD INDUSTRIES, LLC, a Washington limited liability company ("Assignor"), whose principal address is 3808 N. Sullivan Road, Spokane, Washington 99216, to and in favor of JOHNSON BANK, whose principal address is 333 East Wisconsin Avenue, Suite 82, Milwaukee, Wisconsin 53202, as administrative agent ("Assignee") for the lenders (the "Lenders") from time to time parties to that certain Credit Agreement dated as of the date hereof by and among Assignor, Cornerstone Foodservice Group, Inc., a Delaware corporation (the "Parent"), Spring (U.S.A.) Corporation, a Delaware corporation (the "Company"), CLP Lloyd, Inc., a Delaware corporation ("Lloyd Parent"; Assignor, the Parent, the Company and Lloyd Parent, jointly and severally, are sometimes referred to herein individually as a "Borrower" and collectively, as the "Borrowers"), Assignee, as administrative agent, and the Lenders, as such Credit Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers and SV-Spring Holdings, LLC, a Delaware limited liability company, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated or refinanced from time to time, the "Security Agreement"), pursuant to which Assignor has granted Assignee, for the benefit of the Benefited Parties (as defined in the Security Agreement), a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the federally registered patents (the "<u>Patents</u>"), the trademarks and the goodwill of the business in connection therewith (the "<u>Trademarks</u>"), and the copyrights (the "<u>Copyrights</u>"), all listed on <u>Exhibit A</u> attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Credit Agreement). Upon the Payment in Full, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an

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instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Grant.

- (b) Assignor hereby grants to Assignee, for the benefit of the Benefited Parties, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by Assignor (but excluding intent-to-use trademark applications which are described in clause (b) of the definition of Excluded Property contained in the Security Agreement), together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Benefited Parties and their affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
- (d) This Confirmatory Grant is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

(Signature Pages Follow)

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IN WITNESS WHEREOF, Assignor has executed this Confirmatory Grant effective as of the above-indicated date.

LLOYD INDUSTRIES, LLC

Name: Adam Reeves

Title: Vice President

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Patents

None.

Trademarks

lmage	Owner Name	Application Number	Application Date	Registration Number	Registration Date
LOYD PONS PITCHENWARE	LLOYD INDUSTRIES, LLC	87205872	10/17/16		
DIAMOND GRILL PAN	LLOYD INDUSTRIES, LLC	87071780	15-JUN-2016	5097608	12-DEC-2016 Note: - Supplemental Register
PRE SEASONED TUFF-KOTE	LLOYD INDUSTRIES, LLC	86799832	26-OCT-2015	4992391	05-JUL-2016
DURA-KOTE	LLOYD INDUSTRIES, LLC	86594276	10-APR-2015	4924280	22-MAR-2016
SILVER-KOTE	LLOYD INDUSTRIES, LLC	86594286	10-APR-2015	4924281	22-MAR-2016
QUIK-DISKS	LLOYD INDUSTRIES, LLC	86428479	20-OCT-2014	4716513	07-APR-2015
HEARTH BAKE DISK	LLOYD INDUSTRIES, LLC	86428494	20-OCT-2014	4821049	29-SEP-2015
THE EQUALIZER	LLOYD INDUSTRIES, LLC	86428509	20-OCT-2014	4751851	09-JUN-2015
THE EQUALIZER	LLOYD INDUSTRIES, LLC	86428528	20-OCT-2014	4911994	08-MAR-2016
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353662	31-JUL-2014	4711537	31-MAR-2015
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353677	31-JUL-2014	4707834	24-MAR-2015
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353695	31-JUL-2014	4793230	18-AUG-2015

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lmage	Owner Name	Application Number	Application Date	Registration Number	Registration Date
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353705	31-JUL-2014	4711540	31-MAR-2015
(LOYD	LLOYD INDUSTRIES, LLC	86353781	31-JUL-2014	4711546	31-MAR-2015
	LLOYD INDUSTRIES, LLC	86353798	31-JUL-2014	4793231	18-AUG-2015
Pans	ELOTO INDUSTRIES, LLO	003337 80	01-00L-2014	1,00201	
Pans	LLOYD INDUSTRIES, LLC	86353818	31-JUL-2014	4711551	31-MAR-2015
Pans	LLOYD INDUSTRIES, LLC	86353754	31-JUL-2014	4711541	31-MAR-2015
ManPans	LLOYD INDUSTRIES, LLC	77944692	25-FEB-2010	3856580	05-OCT-2010
WanPans	LLOYD INDUSTRIES, LLC	77944728	25-FEB-2010	3859923	12-OCT-2010

Copyrights

None.