

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434098

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spring (U.S.A.) Corporation		07/03/2017	Corporation: DELAWARE

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: 11

Property Type	Number	Word Mark
Serial Number:	77454656	SMARTSTONE
Serial Number:	77454663	SMARTSTONE INDUCTION
Serial Number:	76396053	SPRING USA
Serial Number:	77847149	SPRING WORLDWIDE
Serial Number:	77947800	MAX INDUCTION
Serial Number:	85658990	THE EVOLUTION OF INTELLIGENT DESIGN
Serial Number:	85501416	XCESSORIES
Serial Number:	86258627	INTEGRA
Serial Number:	85501421	XCESSORIES
Serial Number:	86258632	MOTIF
Serial Number:	86258637	SPRING USA MOTIF

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

TRADEMARK

Address Line 4: Milwaukee, WISCONSIN 53202-4426

NAME OF SUBMITTER: Hillary J. Wucherer

SIGNATURE: /Hillary J. Wucherer/

DATE SIGNED: 07/07/2017

Total Attachments: 6

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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 SPRING (U.S.A.) CORPORATION, a Delaware corporation ("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"), Lloyd Industries, LLC, a Washington limited liability company ("Lloyd"), CLP Lloyd, Inc., a Delaware corporation ("Lloyd Parent"; Assignor, the Parent, Lloyd 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 "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A 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. Definitions. 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

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)

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

SPRING (U.S.A.) CORPORATION

By: 
Name: Adam Reeves
Title: Vice President

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



Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Patents

Country	Status	Title	Application Number	Filing Date	Patent Number	Issue Date
US	Granted	<i>Reconfigurable Induction Cooktops</i>	12/901,106	October 8, 2010	9,402,284	July 26, 2016
US	Granted	<i>Hinged Cover</i>	29/405,273	October 31, 2011	D658,934	May 8, 2012
US	Granted	<i>Heating and Cooling Unit with Semiconductor Device and Heat Pipe</i>	13/495,643	June 13, 2012	8,850,829	October 7, 2014
US	Granted	<i>Heating and Cooling Unit with Semiconductor Device and Heat Pipe</i>	14/471,949	August 28, 2014	9,416,995	August 16, 2016
US	Application Filed	<i>Food Server</i>	29/571,262	July 15, 2016		
US	Application Filed	<i>Heating and Cooling Unit with Canopy Light</i>	15/211,841	July 15, 2016		
US	Application Filed	<i>Food Server</i>	29/571,267	July 15, 2016		
US	Abandoned	<i>Hinged pot cover</i>	10/618,870	July 14, 2003		
US	Abandoned	<i>Heating and Cooling Unit with Semiconductor Device and Heat Pipe</i>	13/347,229	January 10, 2012		
US	Application Filed	<i>Induction Range</i>	62/508,598	May 19, 2017		

Trademarks

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Registered; Notice of Acceptance Under Section 8 received 3/29/15	SMARTSTONE	US	77/454656	April 22, 2008	3600549	March 31, 2009
Registered; Notice of Acceptance of Renewal received 12/4/15	SMARTSTONE INDUCTION	US	77/454663	April 22, 2008	3652811	July 7, 2009
Registered; Notice of Acceptance of Renewal received 6/28/14	SPRING USA	US	76/396053	April 16, 2002	2882361	September 7, 2004
Registered	SPRING WORLDWIDE	US	77/847149	October 12, 2009	4158185	June 12, 2012
Registered; Notice of Acceptance of Section 8 & 15 received 9/23/16	MAX INDUCTION	US	77/947800	March 1, 2010	3909267	January 18, 2011
Registered	THE EVOLUTION OF INTELLIGENT DESIGN	US	85/658990	June 22, 2012	4433438	November 12, 2013
Registered	XCESSORIES	US	85/501416	December 21, 2011	4235279	October 30, 2012
Published; Extension of time to file Statement of Use approved 1/19/17	INTEGRA	US	86/258627	April 22, 2014		

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Registered	 CESSORIES (STYLIZED)	US	85/501421	December 21, 2011	4235280	October 30, 2012
Registered	MOTIF	US	86/258632	April 22, 2014	4652243	December 9, 2014
Registered	SPRING USA MOTIF Logo 	US	86/258637	April 22, 2014	4655767	December 16, 2014

Copyrights

None.