

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469422

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carlisle Foodservice Products, LLC		04/10/2018	Limited Liability Company: DELAWARE
San Jamar, Inc.		04/10/2018	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Registration Number:	1563046	ADJUST-A-GLIDE
Registration Number:	4501420	ALIBI
Registration Number:	3423607	BRONCO
Registration Number:	0950583	CAFE
Registration Number:	1634116	COLDMASTER
Registration Number:	4928117	COOLCHECK
Registration Number:	1507215	CRYSTALON
Registration Number:	0829607	DALLAS WARE
Registration Number:	1670822	DELIWARE
Registration Number:	2246746	
Registration Number:	1809224	
Registration Number:	1586997	DINET-KIT
Registration Number:	0825552	DINEX
Registration Number:	1913365	DINEX
Registration Number:	1995955	DINEX
Registration Number:	3309096	DINEXPRESS
Registration Number:	1756905	DIRT NAPPER SYSTEM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1612111	DUAL SURFACE
Registration Number:	2730011	DUO-PAN
Registration Number:	1959727	DUO-SWEEP
Registration Number:	3139729	DUO-SWEEPER
Registration Number:	5182752	DURATHERM
Registration Number:	1170277	DURUS I
Registration Number:	1687160	DYNA-SCRUB
Registration Number:	1077908	EPICURE
Registration Number:	2164568	EZ-SIP
Registration Number:	4976399	EZSNAP
Registration Number:	1281613	FLO-PAC
Registration Number:	2082845	FLO-PAC
Registration Number:	2122350	FOLD 'N GO
Registration Number:	1563052	GRIND-AWAY
Registration Number:	2969533	GRIPLITE
Registration Number:	1484314	HI-LO
Registration Number:	2806307	LAFAYETTE
Registration Number:	2042752	MARKO
Registration Number:	3693116	MEALS ON COMMAND
Registration Number:	4321545	MEALTIMEXPRESS
Registration Number:	1395512	MEASURE MISER
Registration Number:	2707873	OMNI
Registration Number:	2824718	OMNI SWEEP
Registration Number:	1900434	PAD GRAB
Registration Number:	3111933	PERFECT · SERV
Registration Number:	1773023	PETAL MIST
Registration Number:	2149643	POLY PELLET
Registration Number:	1652449	POUR-FREE
Registration Number:	2378946	POUR-RITE
Registration Number:	1813759	PROCAP
Registration Number:	1587881	PRO'S CHOICE
Registration Number:	1803764	READY SWEEP
Registration Number:	3159677	ROTARY WIZARD
Registration Number:	1635516	SCRAPE-AWAY
Registration Number:	2918072	SMART-THERM
Registration Number:	2157327	SPARTA
Registration Number:	1483498	STACK-ALL
Serial Number:	87660786	STADIA

Property Type	Number	Word Mark
Registration Number:	2713431	STERI-PAIL
Registration Number:	1294328	STORE N' POUR
Serial Number:	86627749	STORPLUS
Registration Number:	1500990	STRATA-GRIT
Registration Number:	2667084	SUDS-PAIL
Registration Number:	1490702	SWIVEL SCRUB
Registration Number:	1923702	SWIVEL SCRUB
Registration Number:	1589993	TECH CLEAN
Registration Number:	1589994	TECH CLEAN
Registration Number:	2102984	THE HERITAGE COLLECTION
Registration Number:	2656275	TROPEZ
Registration Number:	3779161	TURBO TEMP
Registration Number:	2031162	TURNBURY
Registration Number:	2411701	VERSAPOUR
Registration Number:	4696482	ASSURE
Registration Number:	4525911	BESTAN
Registration Number:	2625305	BESTGUARD
Registration Number:	4685404	BIO KLEEN
Registration Number:	2216408	BOARD-MATE
Registration Number:	4914173	BREADGUARD
Registration Number:	2706489	CHILL-IT
Registration Number:	3146366	CUT- N- CARRY
Registration Number:	4778460	DOCK TO DINING
Registration Number:	2989134	DOMO
Registration Number:	4748831	D-SHIELD
Registration Number:	2283700	EZ-FIT
Registration Number:	4983612	EZ-KLEEN
Registration Number:	2717747	INFINITY
Registration Number:	3188024	KATCHALL
Registration Number:	2251016	KLEEN-PAIL
Registration Number:	4756753	MANI-KARE
Registration Number:	2753510	OCEANS
Registration Number:	2610342	PRESENT
Registration Number:	2401435	RAPI-KOOL
Registration Number:	4778957	RELY
Registration Number:	2082524	RESERVA
Registration Number:	4971502	SAN JAMAR SMART. SAFE. SANITARY.
Registration Number:	3542070	SAF-CHECK

Property Type	Number	Word Mark
Registration Number:	4549077	SAF-T-DRAIN
Registration Number:	3370868	SAF-T-GRIP
Registration Number:	2216088	SAF-T-ICE
Registration Number:	4657028	SAF-T-ICE DESCALER
Registration Number:	4265128	SAF-T-KNIFE
Registration Number:	3018676	SAF-T-SCOOP
Registration Number:	4106572	SAF-T-WRAP
Registration Number:	2045853	SAN JAMAR
Registration Number:	3496453	SAN JAMAR
Registration Number:	4949091	SAN JAMAR
Registration Number:	2482928	SAVVY
Registration Number:	3551496	SENTRY
Registration Number:	4050356	SIL-MAT
Registration Number:	3008164	SMART SAFE SANITARY
Serial Number:	87543840	SUMMIT
Registration Number:	3562040	TRUCK TO TABLE
Registration Number:	2321657	TUFF-CUT
Registration Number:	3013916	ULTIGRIPS
Registration Number:	4044688	VENUE
Registration Number:	2380047	VERSA-MAT
Registration Number:	2039465	VERSATWIN

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.98105

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 04/11/2018

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 10, 2018, between the signatory hereto (the “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of March 20, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated March 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Goldman Sachs Bank USA, as First Lien Agent, Goldman Sachs Bank USA, as Second Lien Agent, each Additional First Lien Representative and Additional Second Lien Representative from time to time party

thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.


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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CARLISLE FOODSERVICE PRODUCTS,
LLC,
as a Grantor

By: 
Name: Peter Suffredini
Title: Vice President

SAN JAMAR, INC.,
as a Grantor

By: 
Name: Peter Suffredini
Title: Vice President

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:


Authorized Signatory

Robert Chudlin
Authorized Signatory

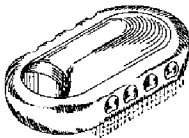
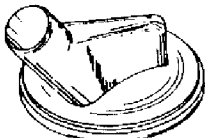
[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]



TRADEMARK
REEL: 006331 FRAME: 0356

Schedule 1 to
Second Lien Intellectual Property Security Agreement

UNITED STATES TRADEMARKS:

Registrations and Applications:

Country	App. No.	Registration No.	Trademark	Owner
United States	73765146	1563046	ADJUST-A-GLIDE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	86035421	4501420	ALIBI	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	77053076	3423607	BRONCO	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	72400163	0950583	CAFE CAFÉ	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74042912	1634116	COLDMASTER	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	86280610	4928117	COOLCHECK	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73675585	1507215	CRYSTALON	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	72236778	0829607	DALLAS WARE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74075628	1670822	DELIWARE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74638881	2246746	<i>Design Only</i> 	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74304494	1809224	<i>Design Only</i> 	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73797894	1586997	DINET-KIT	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	72238489	0825552	DINEX	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74529035	1913365	DINEX	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74524518	1995955	DINEX	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	78751120	3309096	DINEXPRESS	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74280880	1756905	DIRT NAPPER SYSTEM	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73819788	1612111	DUAL SURFACE	CARLISLE FOODSERVICE

Country	App. No.	Registration No.	Trademark	Owner
States				PRODUCTS, LLC
United States	76225434	2730011	DUO-PAN	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74553019	1959727	DUO-SWEEP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	78203678	3139729	DUO-SWEEPER	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	86873249	5182752	DURATHERM	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73239411	1170277	DURUS I 	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74090154	1687160	DYNA-SCRUB	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73117662	1077908	EPICURE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75146539	2164568	EZ-SIP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	86631514	4976399	EZSNAP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73369447	1281613	 FLO-PAC	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74685481	2082845	FLO-PAC	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75110570	2122350	FOLD 'N GO	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73786211	1563052	GRIND-AWAY	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76589219	2969533	GRIPLITE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73681884	1484314	HI-LO	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76436824	2806307	LAFAYETTE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74692596	2042752	MARKO	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	77197916	3693116	MEALS ON COMMAND	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	85345913	4321545	MEALTIMEXPRESS	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73564936	1395512	MEASURE MISER	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76326926	2707873	OMNI	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76497878	2824718	OMNI SWEEP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74494212	1900434	PAD GRAB	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	78673050	3111933	PERFECT · SERV	CARLISLE FOODSERVICE PRODUCTS, LLC

Country	App. No.	Registration No.	Trademark	Owner
United States	74323247	1773023	PETAL MIST	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74734390	2149643	POLY PELLETT	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74087175	1652449	POUR-FREE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75659786	2378946	POUR-RITE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74376832	1813759	PROCAP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73819787	1587881	PRO'S CHOICE	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74196042	1803764	READY SWEEP	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	78152727	3159677	ROTARY WIZARD	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73772484	1635516	SCRAPE-AWAY	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	78210811	2918072	SMART-THERM	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75065596	2157327	SPARTA	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73675584	1483498	STACK-ALL	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	87660786		STADIA	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76435123	2713431	STERI-PAIL	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73264129	1294328	STORE N' POUR	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	86627749		STORPLUS	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73702262	1500990	STRATA-GRIT	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76204339	2667084	SUDS-PAIL	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73633132	1490702	SWIVEL SCRUB	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	74567033	1923702	SWIVEL SCRUB	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73772471	1589993	TECH CLEAN	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	73772476	1589994	TECH CLEAN 	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75129037	2102984	THE HERITAGE COLLECTION	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	76339808	2656275	TROPEZ	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	77652444	3779161	TURBO TEMP	CARLISLE FOODSERVICE PRODUCTS, LLC

Country	App. No.	Registration No.	Trademark	Owner
United States	74700616	2031162	TURNBURY	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	75467770	2411701	VERSAPOUR	CARLISLE FOODSERVICE PRODUCTS, LLC
United States	85865761	4696482	ASSURE	SAN JAMAR, INC.
United States	86113886	4525911	BESTAN	SAN JAMAR, INC.
United States	78104158	2625305	BESTGUARD	SAN JAMAR, INC.
United States	85944619	4685404	BIO KLEEN	SAN JAMAR, INC.
United States	75403356	2216408	BOARD-MATE	SAN JAMAR, INC.
United States	86072686	4914173	BREADGUARD	SAN JAMAR, INC.
United States	76353256	2706489	CHILL-IT	SAN JAMAR, INC.
United States	78411579	3146366	CUT-N-CARRY	SAN JAMAR, INC.
United States	86261889	4778460	DOCK TO DINING	SAN JAMAR, INC.
United States	78355741	2989134	DOME	SAN JAMAR, INC.
United States	86116280	4748831	D-SHIELD	SAN JAMAR, INC.
United States	75279449	2283700	EZ-FIT	SAN JAMAR, INC.
United States	86072684	4983612	EZ-KLEEN	SAN JAMAR, INC.
United States	76006900	2717747	INFINITY	SAN JAMAR, INC.
United States	78516778	3188024	KATCHALL	SAN JAMAR, INC.
United States	75368820	2251016	KLEEN-PAIL	SAN JAMAR, INC.
United States	86099539	4756753	MANI-KARE	SAN JAMAR, INC.
United States	76006657	2753510	OCEANS	SAN JAMAR, INC.
United States	76006660	2610342	PRESENT	SAN JAMAR, INC.
United States	75648918	2401435	RAPI-KOOL	SAN JAMAR, INC.
United States	86394723	4778957	RELY	SAN JAMAR, INC.
United States	75108677	2082524	RESERVA	SAN JAMAR, INC.
United States	86505847	4971502	S SAN JAMAR SMART. SAFE. SANITARY. 	SAN JAMAR, INC.
United	78946441	3542070	SAF-CHECK	SAN JAMAR, INC.

Country	App. No.	Registration No.	Trademark	Owner
States				
United States	85944640	4549077	SAF-T-DRAIN	SAN JAMAR, INC.
United States	78946445	3370868	SAF-T-GRIP	SAN JAMAR, INC.
United States	75351732	2216088	SAF-T-ICE	SAN JAMAR, INC.
United States	85944893	4657028	SAF-T-ICE DESCALER	SAN JAMAR, INC.
United States	85275553	4265128	SAF-T-KNIFE	SAN JAMAR, INC.
United States	78393341	3018676	SAF-T-SCOOP	SAN JAMAR, INC.
United States	85179092	4106572	SAF-T-WRAP	SAN JAMAR, INC.
United States	75077360	2045853	SAN JAMAR	SAN JAMAR, INC.
United States	77054724	3496453	SAN JAMAR	SAN JAMAR, INC.
United States	86505857	4949091	SAN JAMAR	SAN JAMAR, INC.
United States	75574304	2482928	SAVVY	SAN JAMAR, INC.
United States	77368539	3551496	SENTRY	SAN JAMAR, INC.
United States	85095679	4050356	SIL-MAT	SAN JAMAR, INC.
United States	76473292	3008164	SMART SAFE SANITARY	SAN JAMAR, INC.
United States	87543840		SUMMIT	SAN JAMAR, INC.
United States	77269881	3562040	TRUCK TO TABLE	SAN JAMAR, INC.
United States	75658980	2321657	TUFF-CUT	SAN JAMAR, INC.
United States	78298589	3013916	ULTIGRIPS	SAN JAMAR, INC.
United States	85274276	4044688	VENUE	SAN JAMAR, INC.
United States	75622880	2380047	VERSA-MAT	SAN JAMAR, INC.
United States	74691710	2039465	VERSATWIN	SAN JAMAR, INC.

Schedule 2 to
Second Lien Intellectual Property Security Agreement

UNITED STATES PATENTS:

Registrations and Application:

Country	Patent No. or Application No.	Issue or Filing Date	Title	Owner
US	14/995,014	1/13/16	ADAPTER PLATE FOR A ROTARY FLOOR SCRUBBING MACHINE	Carlisle Foodservice Products, LLC
US	9,265,397	2/23/16	ADAPTER PLATE FOR A ROTARY FLOOR SCRUBBING MACHINE	Carlisle Foodservice Products, LLC
US	7,328,816	2/12/08	BEVERAGE DISPENSER	Carlisle Foodservice Products, LLC
US	D640,098	6/21/11	BOWL	Carlisle Foodservice Products, LLC
US	6,343,720	2/5/02	CONDIMENT PUMP	Carlisle Foodservice Products, LLC
US	6,450,373	09/17/02	CONDIMENT PUMP	Carlisle Foodservice Products, LLC
US	D640,096	6/21/11	CUP	Carlisle Foodservice Products, LLC
US	6,076,699	06/20/00	DRINKING CUP AND LID	Carlisle Foodservice Products, LLC
US	7,013,590	3/21/06	FLOOR SIGN	Carlisle Foodservice Products, LLC
US	D642,011	7/26/11	FOOD COVER	Carlisle Foodservice Products, LLC
US	D618,954	7/6/10	FOOD PAN	Carlisle Foodservice Products, LLC
US	D618,955	7/6/10	FOOD PAN	Carlisle Foodservice Products, LLC
US	D618,956	7/6/10	FOOD PAN	Carlisle Foodservice Products, LLC
US	7,134,552	11/14/06	FOOD PAN CARRIER	Carlisle Foodservice Products, LLC
US	D637,373	5/3/11	FOOD PAN CARRIER	Carlisle Foodservice Products, LLC
US	D630,045	1/4/11	FOOD PAN LID	Carlisle Foodservice Products, LLC
US	D630,046	1/4/11	FOOD PAN LID	Carlisle Foodservice Products, LLC
US	D630,047	1/4/11	FOOD PAN LID	Carlisle Foodservice Products, LLC
US	15/156,096	5/16/16	MODULAR CART	Carlisle Foodservice Products, LLC
US	62/555,939	9/8/17	PORTABLE, STACKABLE, ICELESS BEVERAGE CARRYING TUB AND METHOD OF USING SAME	Carlisle Foodservice Products, LLC
US	8,402,590	3/26/13	PUSH BROOM HEAD	Carlisle Foodservice Products, LLC
US	15/439,738	2/22/17	TRAY FOR USE IN THE FOOD SERVICE INDUSTRY AND METHOD OF MANUFACTURING THE SAME	Carlisle Foodservice Products, LLC

Country	Patent No. or Application No.	Issue or Filing Date	Title	Owner
US	15/028,274	4/8/16	VISUAL TEMPERATURE INDICATOR CONTAINER AND METHOD	Carlisle Foodservice Products, LLC
US	D625,065	10/5/10	WASTE RECEPTACLE	Carlisle Foodservice Products, LLC
US	D625,066	10/5/10	WASTE RECEPTACLE	Carlisle Foodservice Products, LLC
US	D625,067	10/5/10	WASTE RECEPTACLE	Carlisle Foodservice Products, LLC
US	D625,068	10/5/10	WASTE RECEPTACLE	Carlisle Foodservice Products, LLC
US	29/580,441	10/10/16	BAG WORKING TOOL	San Jamar, Inc.
US	D522,241	6/6/06	CARRYING DEVICE	San Jamar, Inc.
US	D550,089	9/4/07	CHILLING UTENSIL	San Jamar, Inc.
US	D550,724	9/11/07	CHILLING UTENSIL	San Jamar, Inc.
US	D577,041	9/16/08	CHILLING UTENSIL	San Jamar, Inc.
US	D496,233	9/21/04	COMBINED SCOOP AND SHEATH	San Jamar, Inc.
US	D507,460	7/19/05	CONDIMENT DISPENSER	San Jamar, Inc.
US	9,185,997	11/17/15	CONTAINER DISPENSER	San Jamar, Inc.
US	15/046,599	2/18/16	CUP SLEEVE DISPENSER	San Jamar, Inc.
US	D507,463	7/19/05	CUTTING BOARD	San Jamar, Inc.
US	D512,281	12/6/05	CUTTING BOARD	San Jamar, Inc.
US	D563,180	3/4/08	CUTTING BOARD	San Jamar, Inc.
US	D574,200	8/5/08	CUTTING STATION	San Jamar, Inc.
US	D605,908	12/15/09	CUTTING STATION	San Jamar, Inc.
US	8,544,785	10/1/13	DISCRIMINATING WEB MATERIAL DISPENSER	San Jamar, Inc.
US	D522,784	6/13/06	DISPENSER	San Jamar, Inc.
US	D525,063	7/18/06	DISPENSER	San Jamar, Inc.
US	D525,465	7/25/06	DISPENSER	San Jamar, Inc.
US	D493,312	7/27/04	DISPENSER FACE PLATE	San Jamar, Inc.
US	15/368,784	12/5/16	DISPENSER FOR ROLL OF CORELESS WEB MATERIAL	San Jamar, Inc.
US	7,931,228	4/26/11	DISPENSER FOR SHEET MATERIAL	San Jamar, Inc.
US	9,867,509	1/16/18	DISPENSER WITH CAPACITIVE-BASED PROXIMITY SENSOR	San Jamar, Inc.
US	7,044,421	5/16/06	ELECTRONICALLY CONTROLLED ROLL TOWEL DISPENSER WITH DATA COMMUNICATION SYSTEM	San Jamar, Inc.
US	9,446,924	9/20/16	EXCLUSIVITY SYSTEM AND METHOD	San Jamar, Inc.
US	D546,604	7/17/07	FACEPLATE	San Jamar, Inc.
US	D579,249	10/28/08	FACEPLATE	San Jamar, Inc.
US	6,315,155	11/13/01	FOLDED PAPER TOWEL DISPENSER	San Jamar, Inc.
US	6,543,641	4/8/03	FOLDED PAPER TOWEL DISPENSER	San Jamar, Inc.
US	15/289,326	10/10/16	FOOD BAG WORKING TOOL	San Jamar, Inc.
US	D602,203	10/13/09	HAND AND NAIL BRUSH	San Jamar, Inc.
US	D656,382	3/27/12	HANDLE FOR TOWEL DISPENSER	San Jamar, Inc.
US	15/045,527	2/17/16	HANDLED CONTAINER	San Jamar, Inc.
US	9,051,086	6/9/15	ICE TOTE HAVING A HANGING DEVICE	San Jamar, Inc.
US	D802,326	11/14/17	INSERT FOR A WEB MATERIAL DISPENSER	San Jamar, Inc.

Country	Patent No. or Application No.	Issue or Filing Date	Title	Owner
US	9,066,638	6/30/15	INSERT FOR USE WITH A ROLL OF WEB MATERIAL, AND PROVIDING A UNIQUE IDENTIFIER FOR THE ROLL OF WEB MATERIAL	San Jamar, Inc.
US	7,168,653	1/30/07	LOW COST ROLL DISPENSER	San Jamar, Inc.
US	D488,654	4/20/04	LOW COST ROLL DISPENSER	San Jamar, Inc.
US	D571,834	6/24/08	MANDREL FOR HOLDING ROLLS OF WEB MATERIAL	San Jamar, Inc.
US	8,967,693	3/3/15	MATERIALS SCOOP	San Jamar, Inc.
US	15/046,628	2/18/16	MODULAR COUNTER SERVICES DISPENSING SYSTEM	San Jamar, Inc.
US	29/573,403	8/5/16	MULTIPLE MATERIAL FOOD SERVICE DISPENSER	San Jamar, Inc.
US	14/351,665	6/3/14	NAPKIN DISPENSER	San Jamar, Inc.
US	7,543,719	6/9/09	NAPKIN DISPENSER	San Jamar, Inc.
US	D590,213	4/14/09	NAPKIN HOLDER	San Jamar, Inc.
US	D608,066	1/12/10	PAIL	San Jamar, Inc.
US	D784,786	4/25/17	ROLL DISPENSER HANDLE	San Jamar, Inc.
US	7,621,572	11/24/09	SCOOP AND SHEATH	San Jamar, Inc.
US	8,857,660	10/14/14	SOLID FOOD PRODUCT CONTAINER DISPENSER	San Jamar, Inc.
US	7,455,451	11/25/08	TEST STRIP DISPENSER AND THERMOMETER HOLDER	San Jamar, Inc.
US	9,150,234	10/6/15	TOTE TRANSPORT	San Jamar, Inc.
US	9,580,096	2/28/17	TOTE TRANSPORT	San Jamar, Inc.
US	D637,841	5/17/011	TOWEL DISPENSER	San Jamar, Inc.
US	D665,206	8/14/12	TOWEL DISPENSER	San Jamar, Inc.
US	D573,619	7/22/08	WRAP DISPENSING STATION	San Jamar, Inc.
US	8,596,031	12/3/13	WRAP DISPENSING STATION AND METHOD	San Jamar, Inc.

Schedule 3 to
Second Lien Intellectual Property Security Agreement

UNITED STATES COPYRIGHTS

Registrations and Applications:

Copyright	Owner	Registration No. / Registration Date
Clematis mate : style no. 7705.	Carlisle FoodService Products, LLC	VA0001132751 / 2002-05-01
Clematis : style 7704.	Carlisle FoodService Products, LLC	VA0001152841 / 2002-08-26
Linen-look.	Carlisle FoodService Products, LLC	VA0001162069 / 2002-05-01
Mesa.	Carlisle FoodService Products, LLC	VA0001132423 / 2002-05-02
Pepper : style no. 5804.	Carlisle FoodService Products, LLC	VA0001132752 / 2002-05-01
Rorschach : style no. 5801.	Carlisle FoodService Products, LLC	VA0001213088 / 2002-05-01
Shell fish : style no. 5802.	Carlisle FoodService Products, LLC	VA0001153574 / 2002-07-08