

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOMLINSON INDUSTRIES, LLC		10/05/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	72154386	TOMLINSON
Serial Number:	73068577	FRONTIER KETTLE
Serial Number:	73380139	
Serial Number:	73412911	MODULAR
Serial Number:	73455753	TOMLINSON
Serial Number:	73481857	NO-DRIP
Serial Number:	74200873	TOMLINSON
Serial Number:	74283615	SIMPLI-FLEX
Serial Number:	74436802	CHEF'S EDGE
Serial Number:	74669613	TOUCH GUARD
Serial Number:	74496304	
Serial Number:	75358523	CHEF'S EDGE
Serial Number:	75359635	RIPPLE TWIST MILLS
Serial Number:	75399973	BAR-MATE
Serial Number:	75518177	C-KURE
Serial Number:	75867637	GLENRAY
Serial Number:	75678321	C-KURE
Serial Number:	78124905	C-KURE
Serial Number:	76591447	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76591448	
Serial Number:	85783779	
Serial Number:	86483114	TOMLINSON
Serial Number:	87911439	BIAGGIA
Serial Number:	87911387	GLENRAY
Serial Number:	87905624	FUSION

CORRESPONDENCE DATA

Fax Number:

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: kansley@stradley.com
Correspondent Name: KAREEM ANSLEY
Address Line 1: STRADLEY RONON
Address Line 2: 100 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0023
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	11/09/2018

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of October 5, 2018, by and between TOMLINSON INDUSTRIES, LLC, a Delaware limited liability company (“**Pledgor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, “**Agent**”) for the benefit of the Lenders (as defined in the Loan Agreement, defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of October 24, 2014 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Loan Agreement**”), by and among the Credit Parties from time to time a party thereto, Agent and the Secured Parties have agreed to make certain Loans and other extensions of credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Secured Parties are willing to continue to extend credit to Pledgor and the other Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of Pledgor and the other Credit Parties.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights, Domain Names and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits;

(d) rights under or interest in any patent, trademark or copyright license agreements under which Pledgor licenses rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically; and

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the "**Domain Names**"), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. Pledgor shall not, without Agent's prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Intellectual Property Rights. Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which Pledgor is the licensee or licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by Pledgor, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by Pledgor to any Person other than Agent for the benefit of the Secured Parties and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, as licensor, or license renewals, (v) enter into any new license agreement, or (vi)

obtain rights or become entitled to the benefits of any additional Domain Names, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Pledgor shall give to Agent reasonably prompt written notice of events described in clauses (i) and (vi) of the preceding sentence. Pledgor hereby agrees to modify this Agreement (A) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (B) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (C) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (D) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (E) by amending Schedule 5 to include any future Domain Names. Pledgor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Pledgor hereby agrees that the use by Agent of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Secured Parties to Pledgor.

8. Further Assignments and Security Interest. Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated, as more fully provided for in the Loan Agreement. When this Agreement has terminated, Agent shall promptly execute and deliver to Pledgor, at Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses, subject to any disposition thereof which may have been made by Agent or the Secured Parties, or any of them, pursuant to this Agreement.

10. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter

until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of Pledgor's business without the prior written consent of Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Agent and Secured Parties shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Pledgor. Pledgor hereby agrees to indemnify and hold harmless Agent and the Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Agent and/or the Secured Parties in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, Agent and/or the Secured Parties are judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights, Domain Names and Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

13. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Pledgor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Pledgor contained in this Agreement shall be deemed to have been suspended or waived by

Agent unless such suspension or waiver is in writing signed by an officer of Agent, and directed to Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Pledgor hereby irrevocably designates, constitutes and appoints Agent (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as Pledgor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Pledgor's or Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Patents, Copyrights, Domain Names or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Secured Parties under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect

to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent, the other members of the Secured Parties and their nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of Pledgor; provided, however, that, Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Choice of Governing Law; Construction; Forum Selection.

(a) THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

(b) To induce Agent and Secured Parties to accept this Agreement, Pledgor irrevocably agrees that, subject to the sole and absolute election of Agent, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. PLEDGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST PLEDGOR BY AGENT OR SECURED PARTIES IN ACCORDANCE WITH THIS PARAGRAPH 18.**

19. Waiver of Jury Trial. PLEDGOR, AGENT AND EACH SECURED PARTY EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR, ANY ALLEGED TORTIOUS CONDUCT BY PLEDGOR, AGENT OR SUCH SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP AMONG PLEDGOR, AGENT AND SECURED PARTIES. IN NO EVENT SHALL AGENT OR SECURED PARTIES BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of Pledgor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Pledgor and Agent.

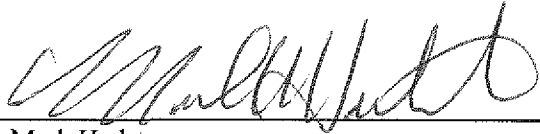
24. Effectiveness. This Agreement shall become effective on the Closing Date.

25. Intercreditor Agreement. This Agreement and the rights and actions of Agent are subject in all respects to the Term Loan Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOMLINSON INDUSTRIES, LLC, as Pledgor

By: 
Name: Mark Hedstrom
Title: Secretary and Treasurer

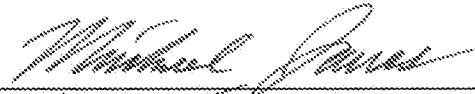
[Signatures Continued on Following Page]

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006479 FRAME: 0606

[Signatures Continued from Previous Page]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Michael James
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006479 FRAME: 0607

Schedule 1
Trademarks and Trademark Applications; Trade Names

Reg. Number	Serial Number	Mark	Jurisdiction
0,760,224	72/154,386	TOMLINSON	US
1,053,232	73/068,577	FRONTIER KETTLE	US
1,261,623	73/380,139	WISHBONE HANDLE DESIGN	US
1,299,564	73/412,911	MODULAR	US
1,334,177	73/455,753	TOMLINSON	US
1,392,938	73/481,857	NO-DRIP	US
1,731,164	74/200,873	TOMLINSON	US
1,792,653	74/283,615	SIMPLI-FLEX	US
1,851,510	74/436,802	CHEF'S EDGE (LOGO)	US
2,031,044	74/669,613	TOUCH GUARD	US
2,058,539	74/496,304	MISCELLANEOUS DESIGN	US
2,205,488	75/358,523	CHEF'S EDGE	US
2,205,501	75/359,635	RIPPLE TWIST MILLS	US
2,225,606	75/399,973	BAR-MATE	US
2,394,024	75/518,177	C-KURE	US
2,396,023	75/867,637	GLENRAY	US
2,480,531	75/678,321	C-KURE	US
2,887,485	78/124,905	C-KURE	US
3,025,494	76/591,447	CONFIGURATION OF A FAUCET BODY	US
3,025,495	76/591,448	CONFIGURATION OF A FAUCET HANDLE AND BODY	US
4,483,507	85/783,779	DISPENSING FAUCET CONFIGURATION	US
4,798,751	86/483,114	TOMLINSON	US
	87911439	BIAGGIA	US
	87911387	GLENRAY	US
	87905624	FUSION	US

Schedule 2
Patents and Patent Applications

Patent No.	Title	Jurisdiction	Issue Date
9,862,591	Faucet With Shearing Valve Element	US	01/09/2018
9,517,924	Single Handle, Dual-Flow Faucet	US	12/13/2016
9,217,513	Faucet With Locking Safety Handle	US	12/22/2015
9,198,526	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	US	12/01/2015
9,061,876	Faucet Valve With Safety Handle	US	06/23/2015
8,763,854	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	US	07/01/2014
8,418,992	Faucet With Lock Safety Handle	US	04/16/2013
8,418,991	Faucet Valve With Safety Handle	US	04/16/2013
7,357,147	Modular Air Gap Device And Faucet Including Same	US	04/15/2008
7,325,701	Dispenser For Cup-Shaped Articles With Improved Clamp-Ring Securement Feature	US	02/05/2008
7,258,006	Sight Gauge Shield And Method	US	08/21/2007
7,055,234	Method Of Manufacturing Blow-Molded Cup Dispenser	US	06/06/2006
7,011,106	Modular Air Gap Device And Faucet Including Same	US	03/14/2006
6,908,071	Self-Closing Faucet With Shearing Action	US	06/21/2005
6,772,908	Blow-Molded Cup Dispenser And Method Of Manufacturing Same	US	08/10/2004
6,644,510	Bag-In-Box Container And Faucet	US	11/11/2003
5,944,225	Insulated Faucet For Dispensing Hot Liquids	US	08/31/1999
D686,704	Faucet Handle	US	07/23/2013
D686,302	Faucet Handle	US	07/16/2013
D632,368	Faucet Handle	US	02/08/2011
D508,109	Faucet Handle (Upper)	US	08/02/2005
D506,529	Faucet Handle	US	06/21/2005

App. No.	Title	Jurisdiction	Filing Date
15/449,829	Liquid Dispensing Faucet With Pull-To-Open Valve Element	US	3/3/2017

**Schedule 3
Copyrights**

Title	Jurisdiction	Registration Number	Registration Date
Cup-trip faucets & 9 other titles / Author: Tomlinson Industries, Inc.	US	V1654P453	1978
Tomlinson service helps. By Tomlinson No-Drip Faucet Company, a division of Tomlinson Industries, Inc.	US	RE0000295793	1986

**Schedule 4
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