

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANTOVER, INC.		06/17/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	536 SOUTH YORK STREET		
Internal Address:	2ND FLOOR, MK-IL-RM2		
City:	ELMHURST		
State/Country:	ILLINOIS		
Postal Code:	60126		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5566976	TRICK CONTROL CAP	
Registration Number:	5566975	THE SPIN O3	
Registration Number:	4663388	TRIMIT HP	
Registration Number:	3952396	KNEADED SAVINGS	
Registration Number:	4466099	THINK INSIDE THE BLOCK	
Registration Number:	4489060	TRIMIT HP	
Registration Number:	3306563	HANTOVER	
Registration Number:	3730118	KAPOOSH	
Registration Number:	3062355	POWER KNOCKER	
Registration Number:	2871759	TRIMIT	
Registration Number:	3853375	TRIMIT	
Registration Number:	2350162	GLOVE COMPARTMENT	
Registration Number:	2410254	KNIFE BLOCK	
Registration Number:	2188498	POP'S	
Registration Number:	2246750	POWER KNOCKER	
Registration Number:	1347265	"THE KNOCKER"	
Serial Number:	88331393	MOXFLY	

CH \$440.00 5566976

CORRESPONDENCE DATA**Fax Number:** 2025339099*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:** 202-467-8800**Email:** BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM**Correspondent Name:** VORYS, SATER, SEYMOUR AND PEASE LLP**Address Line 1:** P.O. BOX 2255 -- IPLAW@VORYS**Address Line 2:** ATTN: LAURA T. GEYER**Address Line 4:** COLUMBUS, OHIO 43216-2255**ATTORNEY DOCKET NUMBER:** 27656-244**NAME OF SUBMITTER:** Bernice E. Hogue**SIGNATURE:** /bernice e hogue/**DATE SIGNED:** 06/17/2019**Total Attachments: 11**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as the same may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, this "Agreement"), dated as of June 17, 2019 (the "Effective Date"), is entered into by and between HANTOVER, INC., a Missouri corporation ("Debtor"), whose principal place of business and mailing address is 5200 W. 110th Street, Suite 200, Overland Park, Kansas 66211, and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the "Patent Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Financing Agreement, dated as of January 31, 2012, by and among Debtor, ARY, Inc., a Missouri corporation ("ARY"), M8 Products, LLC, a Nevada limited liability company ("M8"), Sanwa Professional Cutlery, Inc., a Missouri corporation ("Sanwa"; and together with Debtor, ARY and M8, collectively, "Borrowers" and each, a "Borrower"), and Secured Party, as heretofore amended and as further amended contemporaneously herewith pursuant to the Forbearance Agreement and Amendment to Loan Documents (as amended, as the same may be further amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Financing Agreement").

2. PATENT COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the "Patent Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications listed on Schedule I, attached hereto and made a part hereof (the property in this item (a) being, each, a "Patent," and, collectively, the "Patents"); (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (d) all rights to sue for past, present and future infringements of any and all of the Patents; (e) all rights corresponding to each of the Patents throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Patent License Rights"); and (g) all books, records, cash and non-cash proceeds of any and all of the foregoing described in this definition of Patent Collateral. Notwithstanding anything to the contrary in this Agreement, the Patent Collateral shall not include any license or any contractual agreement (each, an "Excluded Patent Agreement") entered into by Debtor (i) that prohibits or requires the consent of any Person other than Debtor and its Affiliates as a condition to the creation by Debtor of a Lien on any right, title or interest in such license or contractual agreement or (ii) to the extent that any law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (i) and (ii), to the extent such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective pursuant to Sections 9-405, 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) or any other applicable law or principles of equity (the "General Restriction Exclusions"); provided, that:

(A) immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction described in clauses (i) or (ii) above (each, a "Restriction" and collectively, the "Restrictions"), Patent Collateral shall include, and Debtor shall be automatically deemed

to have granted a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect;

(B) the Restrictions shall in no way limit, impair, or otherwise adversely affect, or be deemed, construed or interpreted to limit, impair or otherwise adversely affect, any of Secured Party's continuing Liens upon any rights or interests of Debtor in or to: (1) monies due or to become due under or in connection with any Excluded Patent Agreement or (2) any proceeds from the sale, license, lease, or other dispositions of any Excluded Patent Agreement; and

(C) notwithstanding anything to the contrary herein, the Patent Collateral shall, to the extent any Restrictions do not by their respective terms apply expressly thereto, include (1) all rights and interests incident or appurtenant to any Excluded Patent Agreement, (2) any substitutions or replacements of any Excluded Patent Agreement and (3) the right to receive all proceeds and products derived from or in connection with any Excluded Patent Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Financing Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Code" means the Uniform Commercial Code, as adopted in the State of Missouri, as amended or superseded from time to time.

4. LICENSES: Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Patents (a "Patent License") included in the Patent Collateral without the prior written consent of Secured Party (such consent will not be unreasonably withheld or delayed), and each such Patent License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Secured Party to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Financing Agreement is required to be, or is deemed to be, remade pursuant thereto, true in all material respects, except that in the case of a representation and warranty which is given as of specified earlier date or for a specified earlier period, such representation and warranty shall be true in all material respects as of such earlier date or for such earlier period:

(a) Except for the security interest hereby granted, granted by the Security Agreement (as defined below) or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Patent Collateral, shall be, the owner or licensee of each and every item of the Patent Collateral, or otherwise has the right to grant a security interest in the Patent Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) As of the Effective Date, set forth on Schedule I is a complete and accurate list of all United States federally registered Patents and applications for Patents (or any registered Patent and

applications for Patents registered in any other country or any political subdivision of that country) and Patent License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Patent is subsisting and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part, and each application for a Patent is valid, registered or registrable, and enforceable, and (ii) there have been no prior uses of any item of the Patent Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third Persons;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Patent Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper statutory notice has been used in all respects in connection with the use of each Patent;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Patent License Rights are in full force and effect. Debtor is not in default under any of the Patent License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Patent License Rights;

(g) Except for the filing of financing statements (or similar filings) and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder; and

(h) Except as set forth on Schedule I, there are no Restrictions which are not terminated or rendered unenforceable or otherwise deemed ineffective by the General Restriction Exclusions affecting Debtor or any of the Patent Collateral as of the Effective Date.

6. DEBTOR'S RESPONSIBILITIES: Until the Termination of this Agreement in accordance with Section 9(i) of this Agreement:

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable request a current list of the Patent Collateral for the purpose of identifying the Patent Collateral, including any licensing of Patent Collateral, and all other information in connection with the Patent Collateral as Secured Party may request, all in commercially reasonable detail, and execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in and Lien on any or all of the Patent Collateral;

(b) Should Debtor obtain an ownership interest in any Patent License Rights or Patents which are not now identified in Schedule I, (i) Debtor will give written notice to Secured Party within ten Business Days after the date on which Debtor obtained any such Patent License Rights or Patents, (ii) the provisions of Section 2 shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) each of such Patent License Rights and Patents (exclusive of any Excluded Patent

Agreements) shall automatically become part of the Patent Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Patents and Patent License Rights which become part of the Patent Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Patent and to pursue each item of Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications; the filing of applications for reissue, renewal or extensions; the payment of maintenance fees, and the participation in reexamination, opposition, interference and infringement proceedings, or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new Patent and Patent application to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any item of Patent Collateral, (ii) abandon any right to file a patent application, or (iii) abandon any pending patent application or Patent unless (A) Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such pending application, registration or Patent, (B) no Event of Default has occurred and is continuing or would result from such abandonment and (C) no material default would occur under, or with respect to, any of the Patent License Rights as a result of, or in connection with, such abandonment;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Patent Collateral or the rights of Secured Party with respect thereto; (ii) subject to Section 6(c)(iii) above, when any item of the Patent Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Patent Collateral; or (iv) that Debtor is or could reasonably be expected to be in default of any of the Patent License Rights, unless (A) Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such item and (B) no Event of Default has occurred and is continuing or would result from any such default;

(e) Debtor will promptly notify Secured Party if any of the Patent Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly take such commercially reasonable actions under the circumstances to protect the Patent Collateral, including to sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Financing Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Patent Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Patent Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Financing Agreement; or (iii) take any other action in connection with any of the items of Patent Collateral that would reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each Patent in its business, except where the failure to do so would not

reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent; and

(h) Debtor will pay all reasonable expenses, including reasonable Attorneys' Fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that such expenses and fees, in each instance, shall constitute part of the Obligations and be secured by the Patent Collateral and all other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes, and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements (or similar filings) reflecting Secured Party's security interest in the Patent Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Patent Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection, and collection of any of the Patent Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Patent Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Patent Collateral.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Patent Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Patent Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Patent Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be reasonably designated by Secured Party; (iii) licensing the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Patent License Rights or otherwise in respect of the Patent Collateral; and (iv) selling the Patent Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale after Payment in Full of the Obligations, only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Patent Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Patent Collateral Debtor will supply to Secured Party or its designee Debtor's customer lists and other records relating to such Patent Collateral. Further, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Patent Collateral.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default, and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Patent Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Patent Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Patent Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Patent Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, permitted assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Missouri (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or similar filings) and amendments thereto that: (i) indicate the Patent Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or similar filing) or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing

statements (or similar filings), continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Patent Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Patent Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in the Security Agreement among Borrowers and Secured Party dated as of January 31, 2012, as amended by the Forbearance Agreement (as amended, as the same may be further amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Security Agreement”) or Secured Party’s rights or remedies respecting the “Collateral.” Without limiting the generality of the foregoing, (a) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party, (b) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Agreement and made applicable to all of the Patent Collateral as if fully rewritten herein, and (c) the Patent Collateral will be “Collateral” as defined in, and for all purposes of, the Security Agreement.

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate (“Termination”) upon the Payment in Full of the Obligations and the termination of the Financing Agreement. Upon such Termination, the Liens on the Patent Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall promptly execute and deliver to Debtor proper documentation acknowledging such release at the expense of and reasonably acceptable to Debtor, and shall duly assign and deliver to Debtor such of the Patent Collateral as has been released and is in the possession of Secured Party, pursuant to one or more instruments of re-conveyance prepared by Secured Party, and shall deliver UCC termination statements with respect to its Liens on the Patent Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTOR:

HANTOVER, INC.

By: Bernard G. Huff
Bernard G. Huff, President

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

TRADEMARK
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IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.


DEBTOR:

HANTOVER, INC.

By: _____
Bernard G. Huff, President

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By:  _____
Name: Andrew J. Stredde
Title: Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

TRADEMARK
REEL: 006671 FRAME: 0586

SCHEDULE I

U.S. REGISTERED PATENTS

Title	Serial Number	Filing Date	Patent Number	Issue Date
Tripes cleaning drum with partial revolution cleaning fluid shut-off	15/786,413	10/17/2017	10,034,481	07/31/2018
Blade bushing for rotary knife	13/647,229	10/08/2012	9,168,663	10/27/2015
Combination chamber and external suction vacuum packaging machine	14/469,375	08/26/2014	9,708,088	07/18/2017
Vacuum packaging machine	10/907,074	03/18/2005	7,146,783	12/12/2006
Removable bearing cover	14/725,900	05/29/2015	9,482,281	11/01/2016
Rotary knife with mechanism for controlling blade housing	13/283,324	10/27/2011	8,893,391	11/25/2014
Knife blade dressing apparatus	10/907,075	03/18/2005	7,198,558	04/03/2007
Container for storing knives, utensils, and the like having integral blade sharpener	13/413,722	03/07/2012	8,905,825	12/09/2014
Dual operation tripe washing and refining machine	10/709,210	04/21/2004	7,261,628	08/28/2007
Self-aligning rotary blade holder for sharpener	12/488,393	06/19/2009	8,337,281	12/25/2012
Blade bushing for rotary knife	14/788,370	06/30/2015	9,943,973	04/17/2018
Rotary knife with blade bushing	11/839,382	08/15/2007	8,037,611	10/18/2011
Rotary knife with blade bushing	13/275,930	10/18/2011	8,281,493	10/09/2012
Knife holder	09/452121	11/30/1999	6,439,403	08/27/2002
Deodorizing and sanitizing container	14/055,766	10/16/2013	9,669,123	06/06/2017
Safety release for direct drive rotary knife	12/350,057	01/07/2009	8,250,766	08/28/2012
Tripes cleaning machine with integrated cleaning fluid nozzle and valve handle	15/786,422	10/17/2017	10,034,482	07/31/2018
Knife holder	09/264,267	03/08/1999	6,082,559	07/04/2000
Removable bearing cover	13/716,491	12/17/2012	9,074,634	07/07/2015
Meat and poultry scissors	09/356,580	07/19/2019	6,158,128	12/12/2000
Eccentric blade housing for rotary knife	15/240,508	08/18/2016		
Rotary knife blade with double beveled inside surface	14/693,697	04/22/2015		
Rotary knife providing material removal via suction	15/785,196	10/16/2017		
Fidget toy	15/996,009	06/01/2018		
Blade bushing for rotary knife	15/953,644	04/16/2018		
Combination chamber and external suction vacuum	15/651,635	07/17/2017		

Title	Serial Number	Filing Date	Patent Number	Issue Date
packaging machine				
Inter connectable utensil holders	15/183,544	06/15/2016		
Combination vacuum packaging machine	29/500,592	08/26/2014	D774,577	12/20/2016
Fidget toy	29/606,143	06/01/2017	D839,360	01/29/2019
Vacuum packaging machine	29/225,626	03/18/2005	D536,355	02/06/2007
Manual knife dressing tool	29/327,000	10/28/2008	D640,115	06/21/2011
Combined knife, tool and utensil holder	29/249,456	10/06/2006	D575,995	09/02/2008

PATENT LICENSE RIGHTS

None.

RESTRICTIONS

Agreement between Hantover, Inc. and Lifetime Brands, Inc. regarding the licensing of Patent No. 6,082,559. Hantover, Inc. provides a license for Lifetime Brands, Inc. to utilize the aforementioned patent (knife holder) in order to make, have made, use and import the licensed products for sale and offering to sell as a packaged set of knives or cutlery to consumer housewares retailers. The license is exclusive with respect to the United States, Canada and Mexico, and non-exclusive with respect to the rest of the world. An "assignment for benefit of creditors" could result in the Lifetime Brands, Inc. right to terminate the agreement. This is in regards to the Kapoosh trademark knife block, which is no longer in production by Lifetime Brands, Inc.

OTHER DISCLOSURES

None.