

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lodge Manufacturing Company		06/28/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	First Tennessee Bank National Association		
Street Address:	165 Madison Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	National Banking Association: TENNESSEE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1497789	LODGE	
Registration Number:	2188434	PRO GRID/IRON GRIDDLE	
Registration Number:	2542968	LODGE	
Registration Number:	2701181	LODGE LOGIC	
Registration Number:	3695260	SIZZLEWARE	
Registration Number:	4185941	100 YEARS & STILL COOKING	
Registration Number:	4575782	COMBO COOKER	
Serial Number:	88218456		
Serial Number:	88215142		
Registration Number:	5595404	F	
Registration Number:	4539372	FINEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	901-579-3128		
Email:	wrobertson@bakerdonelson.com		
Correspondent Name:	Wendy Robertson		
Address Line 1:	6060 Poplar Avenue, Suite 440		

OP \$290.00 1497789

Address Line 4: Memphis, TENNESSEE 38119

ATTORNEY DOCKET NUMBER: 2100000-C11205

NAME OF SUBMITTER: Wendy Robertson

SIGNATURE: /wrobertson/

DATE SIGNED: 07/29/2019

Total Attachments: 27

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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

[This Amended and Restated Patent and Trademark Security Agreement is entered into for the purpose of amending and restating in its entirety that certain Security Agreement dated July 28, 2016 from Lodge Manufacturing Company in favor of First Tennessee Bank National Association (the "Existing Agreement").]

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of July 1, 2019 between **LODGE MANUFACTURING COMPANY**, a Tennessee corporation, ("Grantor"), and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as a Lender and as agent for Lenders ("Agent"), and the other financial institutions party to the Loan Agreement (defined below) (singularly and collectively, "Lenders").

W I T N E S S E T H:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition, the following terms shall have the following meanings:

"Bank Products" means any of the following that Lenders provide, to or enter into with the Grantor: (i) any deposit, lockbox, Cash Management Services, or other cash management agreement, (ii) any Interest Rate Management Agreements, (iii) any credit cards, purchase cards and/or debit cards, and (iv) any other product, service or agreement pursuant to which Grantor is indebted to the Lenders.

"Cash Management Services" means any services provided from time to time by the Lenders to Grantor in connection with the operating, collections, payroll, trust or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

"Interest Rate Management Agreements" means interest rate management contracts with Lenders on behalf of the Grantor, whether now existing or hereafter arising, which shall include, but are not limited to, interest rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap

transactions, cross-currency rate swap transactions, currency options or any other similar transaction (including any option with respect to any of these transactions).

"Loan Agreement" means, singularly and collectively, the Amended and Restated Term Loan Agreement, the Amended and Restated Revolving Loan Agreement, the Term Loan Agreement, the Revolving Loan Agreement, and the Construction Loan Agreement, all dated July 28, 2016, between the Grantor and Lenders, each as may or may have been amended from time to time.

"Obligations" means all of the Obligations as defined in the Loan Agreement, obligations of the Grantor to Lenders pertaining to Bank Products, and those obligations now existing or hereafter arising, owing from the Grantor to the Lenders howsoever evidenced, created, incurred or acquired.

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto; and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Trademark Licenses" means any agreement, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto; and (b) all renewals thereof.

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the personal property of the Grantor (to the extent not constituting Excluded Property), whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral") including, without limitation, the following:

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses; and
- (e) Proceeds of any and all of the foregoing.

The Grantor and the Agent hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Patents, Patent Licenses, Trademarks or Trademark Licenses.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Agent that until such time as the Obligations are satisfied in full:

(a) Patents and Trademarks.

(i) **Schedule 1(a)** hereto includes all Patents, Patent Licenses, Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(ii) To the best of the Grantor's knowledge, each Patent and Trademark of the Grantor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in **Schedule 1(a)** hereto, none of such Patents and Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent or Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent or Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Patent or Trademark.

(vi) All applications pertaining to the Patents and Trademarks of the Grantor have been duly and properly filed, and all registrations or letters pertaining to such Patents and Trademarks have been duly and properly filed and issued, and all of such Patents and Trademarks are valid and enforceable.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Patents or Trademarks of the Grantor hereunder.

4. **Covenants.** The Grantor covenants that until such time as the Obligations are fully satisfied the Grantor shall:

(a) *Other Liens.* Defend the Collateral against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all liens.

(b) *Filing of Financing Statements, Notices, etc.* The Grantor hereby authorizes the Agent to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. The Grantor shall also execute and deliver to the Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Agent may reasonably request) and do all such other things as the Agent may reasonably deem necessary or appropriate (i) to assure to the Agent its security interests hereunder, including (A) with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(i)** attached hereto, and (B) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(ii)** attached hereto; (ii) to consummate the transactions contemplated hereby; and (iii) to otherwise protect and assure the Agent of its rights and interests hereunder. To that end, the Grantor agrees that the Agent may file one or more financing statements disclosing the Agent's security interest in any or all of the Collateral of the Grantor without, to the extent permitted by law, the Grantor's signature thereon, and further the Grantor also hereby irrevocably makes, constitutes and appoints the Agent, its nominee or any other person whom the Agent may designate, as the Grantor's attorney in fact with full power and for the limited purpose to sign in the name of the Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Agent's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until the Obligations are fully satisfied. The Grantor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to such Grantor wherever the Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Tennessee becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Agent in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Agent under the law of such other jurisdiction (and, if the Grantor shall fail to do so promptly upon the request of the Agent, then the Agent may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove). The Grantor agrees to mark its books and records to reflect the security interest of the Agent in the Collateral.

(c) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Take all reasonable and necessary steps, including, without limitation, 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 thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) Promptly notify the Agent after it learns that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(vi) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of the Grantor hereunder.

(d) New Patents and Trademarks. Whenever the Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, promptly provide the Agent with (i) a listing of all such applications (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be

subject to the terms and conditions hereunder; and (ii) (A) with respect to Patents, a duly executed Notice of Security Interest in Patents, (B) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks, or (C) such other duly executed documents as the Agent may request in a form acceptable to counsel for the Agent and suitable for recording to evidence the security interest in the Patent or Trademark which is the subject of such new application.

5. **Events of Default.** The occurrence of an event which under the Loan Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

6. **Remedies.** This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. **Rights of the Agent.**

(a) **Power of Attorney.** In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Agent, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Agent may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Agent may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of the Grantor on behalf of and in the name of the Grantor, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Agent were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Agent may determine necessary in order to perfect and maintain the security interests and liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that the Agent may deem appropriate; and

(ix) do and perform all such other acts and things as the Agent may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Obligations are satisfied in full. The Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Agent of Obligations. If the Grantor fails to perform any agreement or obligation contained herein, the Agent itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 9 hereof.

(c) Assignment by the Agent. The Agent may from time to time assign the Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Agent under this Security Agreement in relation thereto.

8. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by the Agent in cash or its equivalent, will be applied in reduction of the Obligations, unless the Loan Agreement specifies otherwise.

9. Costs of Counsel. At all times hereafter, the Grantor agree to promptly pay upon demand any and all reasonable costs and expenses of the Agent, as required under the Loan Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Obligations hereunder.

10. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Obligations are satisfied in full. At

such time as the Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Agent shall, upon the request and at the expense of the Grantor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Obligations is rescinded or must otherwise be restored or returned by the Agent as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Agent in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations.

11. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Agent, as required by the Loan Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Agent, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of the Agent, or its officers, employees or agents.

12. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Loan Agreement.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. This Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Tennessee.

16. Severability. If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining

provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

17. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Agent has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Agent's rights or the Obligations under this Security Agreement

18. Reaffirmation. This Amended and Restated Patent and Trademark Security Agreement is an amendment and restatement of the Existing Agreement. Borrower hereby reaffirms and acknowledges the execution and delivery of this Amended and Restated Patent and Trademark Security Agreement does not constitute cancellation, satisfaction, discharge, release or novation of the Existing Agreement.

(Signatures on Next Page)

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT AND
TRADEMARK SECURITY AGREEMENT

The Grantor has caused this Amended and Restated Patent and Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

LODGE MANUFACTURING COMPANY

By: [Signature]
Name: Sam Touchstone
Title: SVP Finance

STATE OF TENNESSEE
COUNTY OF MARION

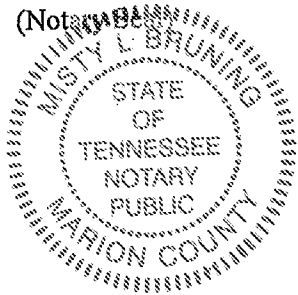
Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, Sam Touchstone, who acknowledged himself to be, the SVP Finance of Lodge Manufacturing Company, a corporation, and as such officer duly authorized and empowered to execute the above instrument for and on behalf of the said corporation for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this 28th day of June, 2019.

[Signature]
Notary Public

My Commission Expires:

10/27/2022



SCHEDULE 1(a)

INTELLECTUAL PROPERTY

U.S. Patents

1. Issued Patents

PATENT NO.	DESCRIPTION OF PATENT ITEM	DATE OF PATENT
D458,796	Pizza/Roasting Pan	June 18, 2002
D458,797	Breakfast Griddle	June 18, 2002
D458,798	All-Purpose Griddle	June 18, 2002
D467,462	Skillet	December 24, 2002
D472,759	Dutch Oven	April 8, 2003
D480,598	Dutch Oven Lid	October 14, 2003
D501,365	Rimmed Platter	February 1, 2005
D506,351	Pot	June 21, 2005
D507,718	Pot	July 26, 2005
D508,369	Dutch Oven Lid	August 16, 2005
D508,817	Dutch Oven	August 30, 2005
D509,403	Melting Pot	September 13, 2005
D512,582	Lid	December 13, 2005
D538,584	Square Reversible Grill Pan/Griddle	March 20, 2007
D549,041	Cast Iron Pot With Polished Metal Handles	August 21, 2007
D558,513	Invertible Lid	January 1, 2008
D559,032	Cast Iron Pan With Polished Metal Handles	January 8, 2008
D581,720	Divided Rectangular Server	December 2, 2008
D582,201	Rectangular Server	December 9, 2008
D600,070	Double Play Griddle	September 15, 2009
D607,280	Oval Server	January 5, 2010
D608,149	Round Server	January 19, 2010
D618,497	Silicone Underliner	June 29, 2010
D630,061	Serving Dish	January 4, 2011
D648,977	Guitar Skillet	November 22, 2011

8,070,116	Cookware Underliner	December 6, 2011
D767,330	Lid Handle	September 27, 2016

2. Patent Applications

DESCRIPTION OF PATENT APPLIED FOR	PATENT APPLICATION NO.	DATE OF FILING OF PATENT APPLICATION
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3. Registered U.S. Trademarks

MARK	REGISTRATION NO.	REGISTRATION DATE
Lodge	1,497,789	July 26, 1988
Pro Grid/Iron Griddle	2,188,434	September 8, 1998
Lodge	2,542,968	February 26, 2002
Lodge Logic	2,701,181	March 25, 2003
Sizzleware	3,695,260	October 13, 2009
100 Years & Still Cooking	4,185,941	August 7, 2012
Combo Cooker	4,575,782	July 29, 2014

4. U.S. Trademark Applications

TRADEMARK APPLICATION NO.	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATION

5. Foreign Trademark Registrations

TRADEMARK REGISTRATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK REGISTRATION
1646951	Australia	LODGE	September 15, 2014
TMA907643	Canada	LODGE	July 2, 2015
5136658	China	LODGE	May 21, 2009
5134115	China	LODGE (with design)	May 21, 2009
10629798	China	LODGE 1896 USA (with design)	May 14, 2013
303132981	Hong Kong	LODGE	September 12, 2014
4271327	Japan	LODGE (with design)	May 14, 1999
4010919500000	Korea	LODGE 1896 USA (with design)	March 5, 2015
1509027	Mexico	LODGE	January 26, 2015

TRADEMARK REGISTRATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK REGISTRATION
1005161	New Zealand	LODGE	March 17, 2015
P00232866	Peru	LODGE	December 24, 2015
01236750	Taiwan	LODGE	November 16, 2006
01236749	Taiwan	LODGE (with design)	November 16, 2006

6. Foreign Trademark Applications

TRADEMARK APPLICATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATION
40201513014R	Singapore	LODGE	July 30, 2015
964184	Thailand	LODGE	November 27, 2014

7. Common Law Marks


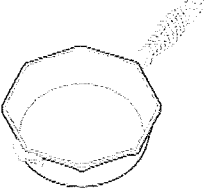
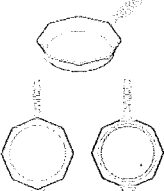
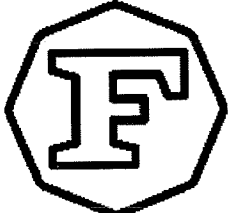
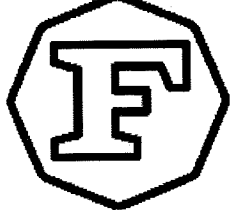
DESCRIPTION OF COMMON LAW MARK
Lodge Sizzlin' Cast Iron
Lid Design
Skillet Design
Seasoned Steel

If and to the extent of use:

DESCRIPTION OF COMMON LAW MARK
Original Cajun
Outback Grill
Natural Healthy Cooking
Outpost Grill
Original Heirloom Bakeware
Lodge Outdoors Since 1896
Eurocast
Lodge Lite

8. Additional Trademarks, Patents, etc. obtained in Finex acquisition

Marks:

Jurisdiction	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
United States		88218456 December 5, 2018	N/A	Pending Office Action issued March 4, 2019
United States		88215142 December 3, 2018	N/A	Pending Office Action issued March 4, 2019
China		Priority Filing No: 88/215,142 May 31, 2019	N/A	Pending
China	F 	33656230 September 21, 2018	N/A	Pending Publication of Preliminary Approval issued March 6, 2019
United States	F 	87847159 March 23, 2018	5595404 October 30, 2018	Registered
United States	FINEX	85856720 February 21, 2013	4539372 May 27, 2014	Registered; Combined Declaration of

				Use and Incontestability under Sections 8 & 15 filed May 28, 2019
China	FINEX	16771287 April 22, 2015	16771287 September 14, 2017	Registered

Patents:

Jurisdiction	Title	Serial No. Filing Date	Patent No. Issue Date	Status
United States	Skillet	29/469,996 October 16, 2013	D717,586 November 18, 2014	Patented
United States	GRILL PAN	29/524,587 April 21, 2015	D764,858 August 30, 2016	Patented
United States	COOKING PAN WITH DRAINING SURFACE	16/158,054 October 11, 2018	N/A	Pending
United States	Spring Handle Between Arms	29/644,090 April 13, 2018	N/A	Pending; Allowed, Issue Fee due August 6, 2019
China	Spring Handle Between Arms	2018305664900 October 11, 2018	ZL201830566 4900 February 12, 2019	Patented
United States	American Classic Skillet	N/A (Internal Docket #: FCI19302D)	N/A	In Process
United States	American Classic Griddle	N/A (Internal Docket #: FCI19301D)	N/A	In Process
United States	Copper Clad Cast Iron Cookware	N/A (Internal Docket #: FCI19303)	N/A	In Process

Domain names:

castironnation.com
finexcastiron.com
finexusa.com
finexusa.co.uk
finexusa.de
finexusa.kr
finexusa.nl
finexusa.cn

SCHEDULE 5(a)(i)

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Amended and Restated Patent and Trademark Security Agreement dated as of July _____, 2019 (the "Security Agreement"), by and between the Grantor and First Tennessee Bank National Association in its capacity as a Lender and as agent for Lenders ("Agent"), and the other financial institutions party to the Loan Agreements (singularly and collectively, "Lenders") the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Agent:

PATENTS

PATENT NO.	DESCRIPTION OF PATENT ITEM	DATE OF PATENT
D458,796	Pizza/Roasting Pan	June 18, 2002
D458,797	Breakfast Griddle	June 18, 2002
D458,798	All-Purpose Griddle	June 18, 2002
D467,462	Skillet	December 24, 2002
D472,759	Dutch Oven	April 8, 2003
D480,598	Dutch Oven Lid	October 14, 2003
D501,365	Rimmed Platter	February 1, 2005
D506,351	Pot	June 21, 2005
D507,718	Pot	July 26, 2005
D508,369	Dutch Oven Lid	August 16, 2005
D508,817	Dutch Oven	August 30, 2005
D509,403	Melting Pot	September 13, 2005
D512,582	Lid	December 13, 2005
D538,584	Square Reversible Grill Pan/Griddle	March 20, 2007
D549,041	Cast Iron Pot With Polished Metal Handles	August 21, 2007
D558,513	Invertible Lid	January 1, 2008

D559,032	Cast Iron Pan With Polished Metal Handles	January 8, 2008
D581,720	Divided Rectangular Server	December 2, 2008
D582,201	Rectangular Server	December 9, 2008
D600,070	Double Play Griddle	September 15, 2009
D607,280	Oval Server	January 5, 2010
D608,149	Round Server	January 19, 2010
D618,497	Silicone Underliner	June 29, 2010
D630,061	Serving Dish	January 4, 2011
D648,977	Guitar Skillet	November 22, 2011
8,070,116	Cookware Underliner	December 6, 2011
D767,330	Lid Handle	September 27, 2016

PATENT APPLICATIONS

DESCRIPTION OF PATENT APPLIED FOR	PATENT APPLICATION NO.	DATE OF FILING OF PATENT APPLICATION
-----------------------------------	------------------------	--------------------------------------

Additional Patents:

Jurisdiction	Title	Serial No. Filing Date	Patent No. Issue Date	Status
United States	Skillet	29/469,996 October 16, 2013	D717,586 November 18, 2014	Patented
United States	GRILL PAN	29/524,587 April 21, 2015	D764,858 August 30, 2016	Patented
United States	COOKING PAN WITH DRAINING SURFACE	16/158,054 October 11, 2018	N/A	Pending
United States	Spring Handle Between Arms	29/644,090 April 13, 2018	N/A	Pending; Allowed, Issue Fee due August 6, 2019
China	Spring Handle Between Arms	2018305664900 October 11, 2018	ZL201830566 4900 February 12, 2019	Patented

United States	American Classic Skillet	N/A (Internal Docket #: FCI19302D)	N/A	In Process
United States	American Classic Griddle	N/A (Internal Docket #: FCI19301D)	N/A	In Process
United States	Copper Clad Cast Iron Cookware	N/A (Internal Docket #: FCI19303)	N/A	In Process

(Signatures on Next Page)

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

LODGE MANUFACTURING COMPANY

By: [Signature]
Name: Joe Tenkora
Title: SUP FINANCE

ACKNOWLEDGED AND ACCEPTED:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as Agent

By: SEE NEXT PAGE
Name: Camille H. Daniel
Title: Senior Vice President

Schedule 5(a)(1) - 4

4840-9323-1771v2
2100000-C11205 06/28/2019

TRADEMARK
REEL: 006705 FRAME: 0547

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

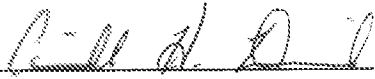
Very truly yours,

LODGE MANUFACTURING COMPANY

By: SEE PREVIOUS PAGE
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as Agent

By: 
Name: Camille H. Daniel
Title: Senior Vice President

SCHEDULE 5(a)(ii)

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Amended and Restated Patent and Trademark Security Agreement dated as of July 1, 2019 (the "Security Agreement"), by and between the Grantor and First Tennessee Bank National Association in its capacity as a Lender and as agent for Lenders ("Agent"), and the other financial institutions party to the Loan Agreements (singularly and collectively, "Lenders") the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent:

TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
Lodge	1,497,789	July 26, 1988
Pro Grid/Iron Griddle	2,188,434	September 8, 1998
Lodge	2,542,968	February 26, 2002
Lodge Logic	2,701,181	March 25, 2003
Sizzleware	3,695,260	October 13, 2009
100 Years & Still Cooking	4,185,941	August 7, 2012
Combo Cooker	4,575,782	July 29, 2014

TRADEMARK APPLICATIONS

TRADEMARK APPLICATION NO.	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATION

FOREIGN TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK REGISTRATION
1646951	Australia	LODGE	September 15, 2014
TMA907643	Canada	LODGE	July 2, 2015
5136658	China	LODGE	May 21, 2009

TRADEMARK REGISTRATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK REGISTRATION
5134115	China	LODGE (with design)	May 21, 2009
10629798	China	LODGE 1896 USA (with design)	May 14, 2013
303132981	Hong Kong	LODGE	September 12, 2014
4271327	Japan	LODGE (with design)	May 14, 1999
4010919500000	Korea	LODGE 1896 USA (with design)	March 5, 2015
1509027	Mexico	LODGE	January 26, 2015
1005161	New Zealand	LODGE	March 17, 2015
P00232866	Peru	LODGE	December 24, 2015
01236750	Taiwan	LODGE	November 16, 2006
01236749	Taiwan	LODGE (with design)	November 16, 2006

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK APPLICATION NO.	COUNTRY	DESCRIPTION OF TRADEMARK APPLIED FOR	DATE OF TRADEMARK APPLICATION
40201513014R	Singapore	LODGE	July 30, 2015
964184	Thailand	LODGE	November 27, 2014


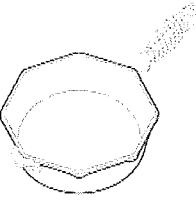
COMMON LAW MARKS

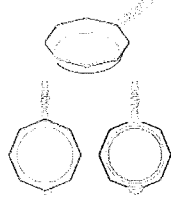
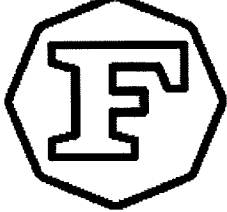
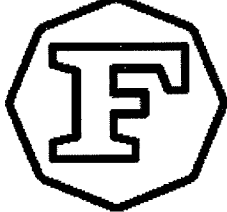
DESCRIPTION OF COMMON LAW MARK
Lodge Sizzlin' Cast Iron
Lid Design
Skillet Design
Seasoned Steel

If and to the extent of use:

DESCRIPTION OF COMMON LAW MARK
Original Cajun
Outback Grill
Natural Healthy Cooking
Outpost Grill
Original Heirloom Bakeware
Lodge Outdoors Since 1896
Eurocast
Lodge Lite

Additional Marks:


Jurisdiction	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
United States		88218456 December 5, 2018	N/A	Pending Office Action issued March 4, 2019
United States		88215142 December 3, 2018	N/A	Pending Office Action issued March 4, 2019

China		Priority Filing No: 88/215,142 May 31, 2019	N/A	Pending
China	F 	33656230 September 21, 2018	N/A	Pending Publication of Preliminary Approval issued March 6, 2019
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United States	FINEX	85856720 February 21, 2013	4539372 May 27, 2014	Registered; Combined Declaration of Use and Incontestability under Sections 8 & 15 filed May 28, 2019
China	FINEX	16771287 April 22, 2015	16771287 September 14, 2017	Registered

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

LODGE MANUFACTURING COMPANY

By: 
Name: Dan Touchstone
Title: SVP Finance

ACKNOWLEDGED AND ACCEPTED:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as Agent

By: SEE NEXT PAGE
Name: Camille H. Daniel
Title: Senior Vice President

Schedule 5(a)(ii) - 5

4840-9323-1771v2
2100000-C11205 06/28/2019

TRADEMARK
REEL: 006705 FRAME: 0553

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

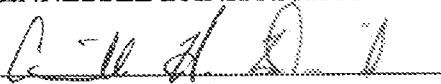
Very truly yours,

LODGE MANUFACTURING COMPANY

By: SEE PREVIOUS PAGE
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as Agent

By: 
Name: Camille H. Daniel
Title: Senior Vice President

Schedule 5(a)(ii) - 5

4840-9323-1771v2
2100000-C11205 06/28/2019

RECORDED: 07/29/2019

TRADEMARK
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