



08/27/2019



103680700

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

COMMERCE
emark Office

Re 103680277

RECORDATION FORM
TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Instant Brands Inc.

- Individual(s)
- Partnership
- Corporation- State: Canada - Federal
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 3, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada

Zip: M5J 1C4

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87/247642, 87/451909, 87/762187, 87/828078, 87/919840, 88/129403, 88/129390, 88/202622

B. Trademark Registration No.(s)

3,887,207

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Norton Rose Fulbright Canada LLP

Internal Address: 200 Bay Street, Suite 3800

Street Address: 200 Bay Street, Suite 3800

City: Toronto

State: Ontario

Zip: M5J 2Z4

Phone Number: 416-216-4092

Docket Number: 1001018280

Email Address: maria.tsetsos@nortonrosefulbright.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 360.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

April 15, 2019

Date

Maria Tsetsos

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006732 FRAME: 0404

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of July 3, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Instant Brands Inc. (formerly Double Insight Inc.) (the "Grantor") and Royal Bank of Canada, as administrative agent and collateral agent, for itself and on behalf of the other present and future Secured Parties under the hereinafter defined Credit Agreement (in such capacity, together with any successor administrative agent or collateral agent, the "Agent").

Reference is made to (a) the credit agreement, dated on or about the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, the Grantor and the Agent, (b) the Canadian general security agreement dated on or about the date hereof by and between the Grantor and the Agent (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Canadian General Security Agreement"), and (c) the US security agreement dated on or about the date hereof by and between the Grantor and the Agent (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "US Security Agreement" and together with the Canadian General Security Agreement, the "Security Agreements"). The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in favour of the Agent in order to induce the Lender to make additional Loans to the Grantor and accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreements or the Credit Agreement, as applicable. The interpretive provisions, set forth in Section 1.2 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Obligations, the Grantor hereby grants to the Agent a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property (as defined in the Canadian General Security Agreement) arising under the laws of Canada or the United States of America, now owned or at any time hereafter acquired by the Grantor, including as set forth on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the Canadian Intellectual Property Office ("CIPO") or the United States Patent and Trademark Office ("USPTO") to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "IP Collateral"). The Grantor authorizes and requests that CIPO, USPTO and the United States Copyright Office, as applicable, record this Agreement.

Section 3. Security Agreement. The security interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. Termination. Upon the termination of the Security Agreements in accordance with their terms, or any disposition of the IP Collateral in a transaction permitted under the Credit

Agreement, following a written request therefor, the Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable IP Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles.

[Remainder of this page intentionally left blank]

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

GRANTOR:

INSTANT BRANDS INC.

Per: 

Name: Jiwei Wang

Title: Chief Executive Officer

Per: 

Name: Chris Larocque

Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK

REEL: 006732 FRAME: 0407


Accepted and Agreed:

ROYAL BANK OF CANADA, as Agent

Per: _____

Name:

Title:


Susan Khokher
Manager, Agency

[Signature Page to IP Security Agreement]

TRADEMARK

EL: 006732 FRAME: 0408

Schedule I to Intellectual Property Security Agreement

Trademarks

CANADA

	<i>Mark</i>	<i>App.Reg. No.</i>	<i>Goods/Services</i>
1	NUTRIBOOST	1886864	Class 11: Electric pressure cooker; Electric kettles, electric milk makers in the nature of crushing nuts, beans and grains to produce milk-like liquids, electric soya and nuts milk makers, constant temperature circulators, immersion circulators and thermal circulators; Toaster ovens, microwave ovens, electric cooking ovens for household purposes, baking ovens for household purposes, electric grills
2	INSTANT POT	1837812	Class 9: Computer software mobile application for use with smartphones, tablets, portable and pocket-sized computers which allows users to browse recipes, send commands and inquire the status of the electric pressure cookers; Computer software application for use on smart speakers which allows users to send voice commands using speech-to-text recognition software to guide users through a cooking process, send commands and to inquire the status of the electric pressure cookers

TRADEMARK

REEL: 006732 FRAME: 0409

	<i>Mark</i>	<i>App.Reg. No.</i>	<i>Goods/Services</i>
			Class 11: Electric cooking ovens for household purposes; microwave ovens; toasters Class 16: Books Class 21: Cooking accessories for electric pressure cooker, namely glass lids; Cooking accessories for electric pressure cooker, namely silicone lids; Cooking accessories for electric pressure cooker, namely silicone baking pans, silicone sealing rings and trivets Class 25: Aprons
3	INSTANT POT	1809588	Electric kettles, electric milk makers in the nature of crushing nuts, beans and grains to produce milk-like liquids, electric soya and nuts milk makers, electric rice cookers, constant temperature circulators, immersion circulators and thermal circulators
4	INSTANT POT	1438356/TMA779876	Electric pressure cooker

UNITED STATES

	<i>Mark</i>	<i>Reg./App. No.</i>	<i>Goods/Services</i>
1	INSTANT POT	3,887,207	<u>Class 11:</u> Electric pressure cookers
2	INSTANT POT	87/451,909	<u>Class 9:</u> Computer software mobile application for use with smartphones, tablets, portable and pocket-sized computers which allows users to send voice commands using speech-to-text recognition to small appliances

	<i>Mark</i>	<i>Reg./App. No.</i>	<i>Goods/Services</i>
			<p>enabled with a wireless communication receiver; Computer software application which allows users to send voice commands using speech-to-text recognition</p> <p><u>Class 11</u>: Electric cooking ovens for household purposes; microwave ovens; electric toasters</p> <p><u>Class 16</u>: Books, namely, cookbooks, books featuring instructions for the use of household cooking equipment.</p> <p><u>Class 21</u>: Cooking accessories for electric pressure cooker, namely, silicone lids, silicone baking pans, silicone sealing rings, trivets and glass lids</p> <p><u>Class 25</u>: Aprons</p>
3	INSTANT POT	87/247,642	<p><u>Class 7</u>: Electric milk makers, electric soya makers, and electric nuts milk makers, all being electric frothers</p> <p><u>Class 11</u>: Electric kettles; electric rice cookers; constant temperature circulators, immersion circulators and thermal circulators, all being convection ovens</p>
4	INSTANT OVEN	87/762,187	<p><u>Class 11</u>: Toaster ovens, microwave ovens, electric cooking ovens for household purposes, baking ovens for household purposes, electric grills</p>
5	NUTRIBOOST	87/828,078	<p><u>Class 11</u>: Electric pressure cooker; Electric kettles, electric milk makers in the nature of crushing nuts, beans and grains to produce milk-like liquids, electric soya and nuts milk makers, constant temperature circulators;</p>

	<i>Mark</i>	<i>Reg./App. No.</i>	<i>Goods/Services</i>
			immersion circulators and thermal circulators; Toaster ovens, microwave ovens, electric cooking ovens for household purposes, baking ovens for household purposes, electric grills
6	INSTANT BLEND	87/919,840	<p><u>Class 7:</u> Electric food blenders for use with cooking namely, making soup, salsa, peanut butter, flour, milk, soybean milk; bean milk, nut milk, rice milk, grain milk, smoothies, frozen drinks, ice cream, sorbet, milk shakes, fruit drinks, vegetable drinks, food purees; electric heated blender, hand-held blender, personal blender, single serve blender; electric food processors; electric food choppers; electric coffee grinders; dough kneading machines for household purposes</p> <p><u>Class 16:</u> Books, namely, cookbooks featuring instructions and recipes for the use with household cooking appliances</p>

Copyrights

Canada

<i>Title</i>	<i>Reg. No.</i>	<i>Date Registered</i>
Instant Pot	1147445	December 26, 2013

Patents

Canada

<i>Title</i>	<i>Reg. No.</i>	<i>Date Issued</i>
APPARATUS FOR COOKING A FOOD ITEM	2922195	Not yet issued



August 20, 2019

Sent By Courier

U.S. Patent and Trademark Office
Mail Stop: Assignment Recordation Branch
P.O. Box 1450
Alexandria, VA 22313

NORTON ROSE FULBRIGHT

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
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Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

Maria Tsetsos
+1 416.216.4092
maria.tsetsos@nortonrosefulbright.com

Our reference
1001018280

Dear Sir/Madam:

Instant Brands Inc. (the Grantor) and Royal Bank of Canada, as Agent (the Agent) – Intellectual Property Security Agreement

Further to your letter dated August 6, 2019 (copy attached), please find attached the resubmission documentation with respect to our letter originally dated April 15, 2019.

In due course, we look forward to receiving confirmation that the Trademark Security Agreement Second Supplement has been recorded against the American trademark referenced therein.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

Maria Tsetsos
Law Clerk

MT/

Enclosure

CAN_DMS: \126686543\1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

August 06, 2019

PTAS

NORTON ROSE FULBRIGHT CANADA LLP
200 BAY STREET
SUITE 3800
TORONTO, ONTARIO M5J 2Z4



103680377

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The trademark serial numbers listed on the cover sheet are invalid numbers. Trademark serial number consist of eight digits serial number 247642 should be 87/247,642

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, September 5, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Assignments originally filed by paper and facsimile

You can use the electronic Resubmission form even if you originally submitted your assignment paperwork to the Assignment Recordation Branch by paper or facsimile. Once you enter your Document ID and Access Code as shown on the Notice of Non-Recordation, the Resubmission form will prepopulate with most information from the cover sheet you originally submitted. However, it will not prepopulate with the Conveying party and Receiving party information. You will have to reenter this information.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 103680377
Access Code: VEKYN4QB3DNIS7I

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

ANGELA WHITE
ASSIGNMENT RECORDATION BRANCH

PUBLIC RECORDS DIVISION



APR 15, 2019

Sent By Courier

Mail Stop Assignment Recordation Branch,
Director of the USPTO,
P.O. Box 1450
Alexandria, VA 22313-1450

NORTON ROSE FULBRIGHT

Barristers & Solicitors / Patent & Trade-mark Agents

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maria.tsetsos@nortonrosefulbright.com

Our reference
1001018280

Dear Sir/Madam:

Instant Brands Inc. (the Grantor) and Royal Bank of Canada, as Agent (the Agent) – Intellectual Property Security Agreement

Pursuant to an Intellectual Property Security Agreement entered into by the Grantor and the Agent dated as of July 3, 2018, the Grantor granted a security interest to and in favour of the Agent in the trademarks described in Schedule "A" hereto, as security for the payment to the Agent of any and all indebtedness from time to time of the Grantor to the Agent.

A copy of the Intellectual Property Security Agreement is attached hereto as Schedule "B".

We enclose the Recordation Form Cover Sheet for Trademarks together with a cheque in the amount of \$360.00(US) made to the order of the Director of the U.S. Patent and Trademark Office for the requisite filing fees.

In due course, we look forward to receiving confirmation that the Trademark Security Agreement Second Supplement has been recorded against the American trademark referenced therein.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly

Maria Tsetsos
Law Clerk

MT/

Enclosure

CAN_DMS: \126686543\1

Norton Rose Canada LLP is a limited liability partnership established in Canada. Norton Rose Canada LLP together with Norton Rose LLP, Norton Rose Australia, Norton Rose South Africa (incorporated as Deneys Reitz Inc) and their respective affiliates constitute Norton Rose, an international legal firm with offices worldwide, details of which, with certain regulatory information, are at nortonrose.com.