

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wasserstrom, Inc.		12/04/2019	Corporation: OHIO
Darling Food Service Products, LLC		12/04/2019	Limited Liability Company: OHIO
Wasserstrom Holdings, Inc.		12/04/2019	Corporation: OHIO
The Wasserstrom Company		12/04/2019	Corporation: OHIO
N. Wasserstrom & Sons, Inc.		12/04/2019	Corporation: OHIO
Gen III, LLC		12/04/2019	Corporation: SOUTH CAROLINA
Designer's Choice Stainless IV, LLC		12/04/2019	Limited Liability Company: ARIZONA
Quadra-Tech, Inc.		12/04/2019	Corporation: OHIO
Garland Kitchen Solutions V, LLC GKS Group		12/04/2019	Corporation: TEXAS
Amtekco Industries, LLC		12/04/2019	Limited Liability Company: OHIO
Wasserstrom Consolidated, Inc.		12/04/2019	Corporation: OHIO
The Stone and Granite Company, LLC		12/04/2019	Limited Liability Company: OHIO
Racksquared, LLC		12/04/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	PNC Firstside Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2291407	AQUA SCRUBBER

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 4125621041

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: 4125621622**Email:** vicki.cremonese@bipc.com**Correspondent Name:** Duane A. Stewart III**Address Line 1:** 501 Grant Street**Address Line 2:** Suite 200**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0023138-006099
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NAME OF SUBMITTER:	Duane A. Stewart
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SIGNATURE:	/Duane A. Stewart III/
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DATE SIGNED:	12/05/2019
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Total Attachments: 10

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BORROWER JOINDER AND ASSUMPTION AGREEMENT

THIS BORROWER JOINDER AND ASSUMPTION AGREEMENT is made as of December 4, 2019, by WASSERSTROM, INC., an Ohio corporation and DARLING FOOD SERVICE PRODUCTS, LLC, an Ohio limited liability company (collectively, the "New Borrower").

Background

Reference is made to (i) Amended and Restated Revolving Credit and Security Agreement dated as of December 21, 2011, as amended by that certain First Amendment thereto dated as of March 28, 2012, that certain Second Amendment thereto dated as of June 24, 2013, that certain Third Amendment thereto dated as of July 1, 2014, that certain Fourth Amendment thereto dated May 13, 2015, that certain Fifth Amendment and Waiver dated January 3, 2017, that certain Sixth Amendment dated March 31, 2017, that certain Seventh Amendment dated August 22, 2017, that certain Eighth Amendment and Waiver dated February 27, 2019, that certain Ninth Amendment dated May 10, 2019, and that certain Tenth Amendment and Waiver dated as of even date herewith (collectively, the "Credit Agreement"), by and among by and among WASSERSTROM HOLDINGS, INC., an Ohio corporation, WASSERSTROM CONSOLIDATED, INC., an Ohio corporation, THE STONE AND GRANITE COMPANY, LLC, an Ohio limited liability company, THE WASSERSTROM COMPANY, an Ohio corporation, N. WASSERSTROM & SONS, INC., an Ohio corporation, GEN III, LLC, a South Carolina limited liability company, DESIGNER'S CHOICE STAINLESS IV, LLC, an Arizona limited liability company, QUADRA - TECH, INC., an Ohio corporation, GARLAND KITCHEN SOLUTIONS V, LLC GKS GROUP, a Texas limited liability company, RACKSQUARED, LLC, an Ohio limited liability company, and AMTEKCO INDUSTRIES, LLC, an Ohio limited liability comp (each a "Borrower," and collectively "Borrowers"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent"), (ii) the Revolving Credit Notes made by the Borrowers and payable to the Lenders (the "Notes"), and (iii) the Other Documents referred to in the Credit Agreement, as the same may be amended, restated, supplemented or modified from time to time (the "Loan Documents").

Agreement

Capitalized terms defined in the Credit Agreement are used herein as defined therein.

New Borrower hereby becomes a Borrower under the terms of the Credit Agreement and in consideration of the value of the synergistic and other benefits received by New Borrower as a result of being or becoming affiliated with the Borrowers, New Borrower hereby agrees that effective as of the date hereof it hereby is, and shall be deemed to be, and assumes the obligations of, a "Borrower", jointly and severally under the Credit Agreement and each of the Notes, and a Borrower or other party, as the case may be, under each of the Other Documents to which the Borrowers are a party; and, New Borrower hereby agrees that from the date hereof and so long as any Advance or any commitment of any Lender shall remain outstanding and until the

payment in full of the Obligations, the expiration of all Letters of Credit, and the performance of all other obligations of the Borrowers under the Credit Agreement and the Other Documents, New Borrower shall perform, comply with, and be subject to and bound by each of the terms and provisions of the Credit Agreement, the Notes, and each of the Other Documents jointly and severally with the existing parties thereto. Without limiting the generality of the foregoing, New Borrower hereby represents and warrants that, after giving effect to the updates to the disclosure schedules referenced below, (i) each of the representations and warranties set forth in Section 5 of the Credit Agreement applicable to a Borrower is true and correct as to Borrower on and as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to a previous date, and (ii) New Borrower has heretofore received a true and correct copy of the Credit Agreement, the Notes, and each of the Other Documents (including any modifications thereof or supplements or waivers thereto) in effect on the date hereof. The following disclosure schedules to the Credit Agreement, are hereby supplemented by the schedules attached hereto, which from and after the date hereof shall constitute an integral part of the Credit Agreement:

Schedule 1.2(L)	Life Insurance Policy Information
Schedule 4.5	Equipment and Inventory Locations
Schedule 4.19	Real Property
Schedule 5.2(a)	States of Qualification and Good Standing
Schedule 5.2(b)	Subsidiaries
Schedule 5.4	Federal Tax Identification Number
Schedule 5.6	Prior Names
Schedule 5.9	Intellectual Property

The following disclosure schedules to the Loan Documents, are hereby supplemented by the schedules attached hereto, which from and after the date hereof shall constitute an integral part of such Loan Document:

Schedule A to IP Security Agreement
Schedule A Pledge Agreement

New Borrower hereby makes, affirms, and ratifies in favor of the Lenders and the Agent the Credit Agreement, the Notes, and each of the Other Documents given by the Borrowers to the Agent and any of the Lenders, and to secure the prompt payment and performance to Agent and the Lenders of the Obligations, New Borrower hereby assigns, pledges, and grants to Agent, for the benefit of the Lenders, a continuing security interest in and to all of its Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located.

New Borrower is simultaneously delivering to the Agent the documents, together with this Borrower Joinder and Assumption Agreement, required under Sections 8.1(c), 8.1(d), 8.1(e), 8.1(f), 8.1(g) and 8.1(m), as well as allonges to the Notes.

In furtherance of the foregoing, New Borrower shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts as may be reasonably necessary in the

reasonable opinion of Agent to carry out more effectively the provisions and purposes of this Borrower Joinder and Assumption Agreement and the Other Documents.

New Borrower acknowledges and agrees that a telecopy transmission to the Agent or any Lender of signature pages hereof purporting to be signed on behalf of New Borrower shall constitute effective and binding execution and delivery hereof by New Borrower.

[SIGNATURE PAGES FOLLOW]


[SIGNATURE PAGE TO BORROWER
JOINDER AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Borrower has duly executed this Borrower Joinder and Assumption Agreement and delivered the same to the Agent for the benefit of the Lenders, as of the date and year first above written with the intention that this Borrower Joinder and Assumption Agreement constitute a sealed instrument.

WITNESS/ATTEST:


Name: Gary C. Mangelson
Title: Chief Financial Officer

WASSERSTROM, INC.

By:  (SEAL)
Name: Eric Wasserstrom
Title: Vice President


Name: Gary C. Mangelson
Title: Chief Financial Officer

DARLING FOOD SERVICE PRODUCTS, LLC

By:  (SEAL)
Name: Bradley Wasserstrom
Title: President

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO BORROWER
JOINDER AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Borrower has duly executed this Borrower Joinder and Assumption Agreement and delivered the same to the Agent for the benefit of the Lenders, as of the date and year first above written with the intention that this Borrower Joinder and Assumption Agreement constitute a sealed instrument.

WITNESS/ATTEST:

WASSERSTROM, INC.

Name: _____
Title: _____

By: _____ (SEAL)
Name: _____
Title: _____

DARLING FOOD SERVICE PRODUCTS, LLC

Name: _____
Title: _____

By: _____ (SEAL)
Name: _____
Title: _____


Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

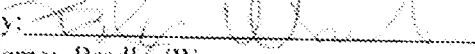
By:  _____
Name: David Keith
Title: Senior Vice President

[SIGNATURE PAGE TO BORROWER
JOINDER AND ASSUMPTION AGREEMENT]

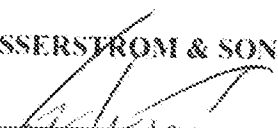
WASSERSTROM HOLDINGS, INC.

By: 
Name: Bradley Wasserstrom
Title: Vice President

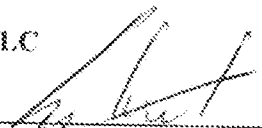
THE WASSERSTROM COMPANY

By: 
Name: Bradley Wasserstrom
Title: President

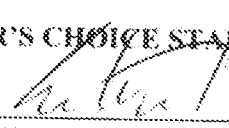
N. WASSERSTROM & SONS, INC.

By: 
Name: Eric Wasserstrom
Title: President

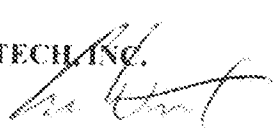
GEN III, LLC

By: 
Name: Eric Wasserstrom
Title: President

DESIGNER'S CHOICE STAINLESS IV, LLC

By: 
Name: Eric Wasserstrom
Title: President

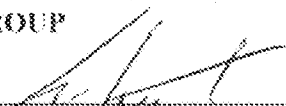
QUADRA-TECH, INC.

By: 
Name: Eric Wasserstrom
Title: President

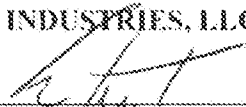
TRADEMARK

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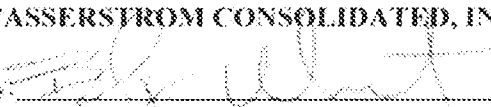
**GARLAND KITCHEN SOLUTIONS V, LLC
GKS GROUP**

By: 
Name: Eric Wasserstrom
Title: President

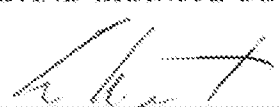
AMTEKCO INDUSTRIES, LLC

By: 
Name: Eric Wasserstrom
Title: Treasurer

WASSERSTROM CONSOLIDATED, INC.

By: 
Name: Bradley Wasserstrom
Title: Vice President

**THE STONE AND GRANITE COMPANY,
LLC**

By: 
Name: Eric Wasserstrom
Title: President

RACKSQUARED, LLC

By: 
Name: Bradley Wasserstrom
Title: President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

a. Registered Trademarks and Trademark Applications

1.

- (a) Owner: N. Wasserstrom & Sons, Inc.
- (b) Trademark to which application applies: Aqua Scrubber
- (c) Registration number: 2,291,407
- (d) Property covered: pot, pan and utensil ware washing machine
- (e) Date of application: 11/9/1999, renewed until 11/2029
- (f) Country of application: USA

2.

- (a) Owner: Darling Food Service Products, LLC
- (b) Trademark to which application applies: Bolder
- (c) Application number: 88/485,920
- (d) Property covered: Commercial restaurant, foodservice and food preparation equipment, namely: commercial cooking ovens, baking ovens, gas and electric broilers, gas and electric charbroilers, cheese melters, combi ovens, combi steamers, convection ovens, conveyor ovens, conveyor toasters, countertop electric ranges, countertop gas ranges, countertop induction ranges, crepe makers, deck conveyor ovens, drop-in food warming units, gas and electric fryers, electric ranges, hot food holding cabinets, food warmers, gas ranges, gas and electric griddles, high speed ovens, hot dog rollers, hot dog steamers, hot dog grills, gas and electric hot food tables, hot plates, induction cookers, microwave ovens, omelet makers, panini grills, pasta cookers, pizza ovens, electric toasters, portable gas ranges, rethermalizers, rice cookers, rice warmers, roaster ovens, rotisseries, salamanders, sandwich grills, sandwich presses, smoker ovens, smoker grills, sous-vide machines, electric steam kettles, electric food steamers, gas food steamers, stock pot burners, stock pot ranges, gas and electric tilting skillets, turkey fryers, waffle cone makers, waffle makers, wok burners, wok ranges, gas and electric vertical broilers, immersion circulators for cooking, refrigerators, freezers, back bar coolers, refrigerated bakery display cases, refrigerators for use behind bars, refrigerated draft beer dispensing units, refrigerated beverage dispensing units, blast chillers for commercial food preparation and storage, bottle coolers, refrigerated cabinets containing racks for beverage bottle storage, refrigerator/freezers, chef bases, chest freezers, refrigerated condiment holders, deli cases, ice cream dipping cabinets, refrigerated food display cases, drop-in refrigeration units, equipment stands with refrigerated base, floral refrigerators, frozen drink making machines, frozen dessert making machines, ice machines and ice bins for use therewith, ice cream freezers, ice cream making machines, refrigerated food preparation tables, refrigerated display cases, merchandiser refrigerators, merchandiser freezers, milk coolers, glass and plate chillers, open air coolers, reach-in freezers, reach-in refrigerators, snow cone machines, refrigerated sushi cases, undercounter freezers, undercounter refrigerators, walk-in refrigerators, walk-in freezers, wine refrigerators, beverage refrigerators, food and beverage chilling units, worktop freezers, worktop refrigerators, refrigerated salad bar counters, food preparation tables with undercounter refrigerators and freezers, and replacement parts for the forgoing.
- (e) Date of application: 6/24/2019 (pending)

(f) Country of application: USA

3.

- (a) Owner: Wasserstrom Holdings, Inc.
- (b) Trademark to which application applies: WASSERSTROM
- (c) Registration number: 12517495
- (d) Property covered: Work tables, stainless steel; display units (heated / cooled / ambient); furniture shelves; shelves for storage.
- (e) Date of application: 5/2/2013
- (f) Country of application: CHINA

4.

- (a) Owner: Wasserstrom Holdings, Inc.
- (b) Trademark to which application applies: WASSERSTROM
- (c) Registration number: 12517496
- (d) Property covered: Cooking apparatus and installations; refrigerator; heating equipment; ventilation hoods; extractor hoods for kitchens; ice machines and apparatus; deep fryers, electric; deep fryers, gas; kitchen ranges [ovens]; microwave ovens [cooking apparatus]; convection ovens; pizza ovens; sinks; hot plates; cooking apparatus and installations.
- (e) Date of application: 5/2/2013
- (f) Country of application: CHINA

5.

- (a) Owner: Wasserstrom Holdings, Inc.
- (b) Trademark to which application applies: WASSERSTROM IN CHINESE -- WEI ZHE TONG
- (c) Registration number: 12517498
- (d) Property covered: Cooking apparatus and installations; refrigerator; heating equipment; ventilation hoods; extractor hoods for kitchens; ice machines and apparatus; deep fryers, electric; deep fryers, gas; kitchen ranges [ovens]; microwave ovens [cooking apparatus]; convection ovens; pizza ovens; sinks; hot plates; cooking apparatus and installations.
- (e) Date of application: 5/2/2013
- (f) Country of application: CHINA

6.

- (a) Owner: Wasserstrom Holdings, Inc.
- (b) Trademark to which application applies: WASSERSTROM IN CHINESE -- WEI ZHE TONG
- (c) Registration number: 12517497
- (d) Property covered: Work tables, stainless steel; display units (heated / cooled / ambient); furniture shelves; shelves for storage.
- (e) Date of application: 5/2/2013
- (f) Country of application: CHINA

b. Patents and Patent Applications

None.

c. Trade names

National Office Warehouse
Wasserstrom Restaurant Supply Superstore
Wasserstrom Used Restaurant Equipment

The Source at the North Market
N. Wasserstrom & Sons, Gen III Group
N. Wasserstrom & Sons, DCS Group
CBC, Construction Building Components

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