

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G & S Metal Products Co., Inc.		04/30/2020	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	10 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6011868	BAKEREZE	
<b>Registration Number:</b>	1078958	BAKER-EZE	
<b>Registration Number:</b>	1074060	BLACK BEAUTY	
<b>Registration Number:</b>	5065411	CLICK 'N GO	
<b>Registration Number:</b>	1942776	CRITTER CAKES	
<b>Registration Number:</b>	5351144	DURACLEAR	
<b>Registration Number:</b>	3446695	DURAGLIDE PLUS	
<b>Registration Number:</b>	5027875	EVENWAVE	
<b>Registration Number:</b>	1780322	E-Z BAKER	
<b>Registration Number:</b>	1725761	E-Z HANDY HELPERS	
<b>Registration Number:</b>	1723299	E-Z HANDY HELPERS	
<b>Registration Number:</b>	2098310	EZ HANDY HELPERS SMART GRIPS	
<b>Registration Number:</b>	2637296	EZ PARTY HELPERS	
<b>Registration Number:</b>	5428905	FAMILY TRADITIONS	
<b>Registration Number:</b>	2149771	FAT-A-WAY	
<b>Registration Number:</b>	5897396	G&S	
<b>Registration Number:</b>	5897397	G & S	
<b>Registration Number:</b>	5833640	G&S ELEMENTS	
<b>Registration Number:</b>	5833644	G&S SIGNATURE	

OP \$715.00 6011868

Property Type	Number	Word Mark
Registration Number:	4459747	GRILL SENSATIONS
Registration Number:	3311358	KRIS' KITCHEN
Registration Number:	5880628	NEW GENERATION
Registration Number:	2187392	OVEN STUFF
Registration Number:	6000418	OVENSTUFF
Registration Number:	2500867	PROBAKE
Registration Number:	5404528	PROBAKEPETS
Registration Number:	4481774	STOW-A-WAY GRILL
Registration Number:	3447020	THERMAWARE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Ted.mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Syed Humza Moinuddin
<b>SIGNATURE:</b>	/Syed Humza Moinuddin/
<b>DATE SIGNED:</b>	05/07/2020

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of April, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of April 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), G & S Metal Products Co., Inc., an Ohio corporation ("G&S" and together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

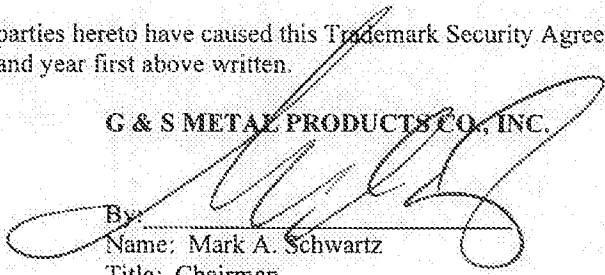
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

G & S METAL PRODUCTS CO., INC.

By:   
Name: Mark A. Schwartz  
Title: Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006932 FRAME: 0048

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**G & S METAL PRODUCTS CO., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Roger Piffner  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
G&S Metal Products Company, Inc.	US	BAKEREZE	6011868	3/17/2020
G & S Metal Products Company, Inc.	AU	BAKER-EZE	530650	10/27/1992
G & S Metal Products Company, Inc.,	CA	BAKER-EZE	TMA352710	3/3/1989
G & S Metal Products Co., Inc.	EM	BAKER-EZE	002321297	12/3/2002
G & S Metal Products Co., Inc.	MX	BAKER-EZE	1443447	3/27/2014
G & S Metal Products Company, Inc.	MX	BAKER-EZE	545198	3/31/1997
G & S Metal Products Company, Incorporated	NZ	BAKER-EZE	200495	8/26/1994
G AND S METAL PRODUCTS COMPANY, INC.	US	BAKER-EZE	1078958	12/6/1977
G&S Metal Products Company, Inc.	US	BAKING WITH G&S SINCE 1949 & DESIGN		
G AND S METAL PRODUCTS COMPANY, INC.	US	BLACK BEAUTY	1074060	9/27/1977
G&S Metal Products Company, Inc.	US	CLICK 'N GO	5065411	10/18/2016
G & S Metal Products Company, Inc.	US	CRITTER CAKES	1942776	12/19/1995
G&S Metal Products Company, Inc.	US	DURACLEAR	5351144	12/5/2017
G&S Metal Products Co., Inc.	CA	DURAGLIDE	TMA560730	4/24/2002
G & S Metal Products Co.,	US	DURAGLIDE PLUS	3446695	6/10/2008



Inc.				
G & S Metal Products Company, Inc.	MX	EZ HANDY HELPERS & DESIGN	531392	9/23/1996
G&S Metal Products Company, Inc.	US	EVENWAVE	5027875	8/23/2016
G & S Metal Products Company, Inc.,	CA	E-Z BAKER	TMA352757	3/3/1989
G & S Metal Products Company, Inc.	MX	E-Z BAKER	556297	8/28/1997
G & S Metal Products Company Inc.	US	E-Z BAKER	1780322	7/6/1993
G & S Metal Products Company, Inc.	US	EZ HANDY HELPERS	1725761	10/20/1992
G & S Metal Products Company, Inc.	MX	EZ HANDY HELPERS & Design	561106	10/27/1997
G & S Metal Products Company, Inc.	US	EZ HANDY HELPERS & Design	1723299	10/13/1992
G & S Metal Products Company, Inc.	US	EZ HANDY HELPERS SMART GRIPS	2098310	9/16/1997
G&S Metal Products Company, Inc.	US	EZ PARTY HELPERS	2637296	10/15/2002
G&S Metal Products Company, Inc.	US	FAMILY TRADITIONS	5428905	3/20/2018
G & S Metal Products, Inc.	US	FAT-A-WAY	2149771	4/7/1998
G&S Metal Products Company, Inc.	US	<u>G&amp;S</u>	5897396	10/29/2019
G&S Metal Products Company, Inc.	US	<u>G&amp;S</u> & Design	5897397	10/29/2019
G&S Metal Products Company, Inc.	CA	G&S ELEMENTS & Design		
G&S Metal Products Company, Inc.	MX	G&S ELEMENTS & Design		
G&S Metal Products Company, Inc.	US	G&S ELEMENTS & Design	5833640	8/13/2019
G&S Metal Products	CA	G&S SIGNATURE &		

Company, Inc.		Design		
G&S Metal Products Company, Inc.	MX	G&S SIGNATURE & Design		
G&S Metal Products Company, Inc.	US	G&S SIGNATURE & Design	5833644	8/13/2019
G&S Metal Products Company, Inc.	US	GRILL SENSATIONS	4459747	12/31/2013
One Six Eight, LLC DBA Kris' Kitchen	US	KRIS' KITCHEN	3311358	10/16/2007
G & S Metal Products Co., Inc.	US	NEW GENERATION	5880628	10/8/2019
G & S Metal Products, Inc.	CA	OVEN STUFF	TMA524058	2/29/2000
G & S Metal Products, Inc.	MX	OVEN STUFF	586331	8/31/1998
G & S Metal Products, Inc.	US	OVEN STUFF	2187392	9/8/1998
G&S Metal Products Company, Inc.	US	OVENSTUFF	6000418	3/3/2020
G & S Metal Products, Inc.	US	PROBAKE	2500867	10/23/2001
G & S Metal Products Company Inc	US	PROBAKEPETS	5404528	2/20/2018
G&S Metal Products Company, Inc.	US	STOW-A-WAY GRILL	4481774	2/11/2014
G&S Metal Products Company, Inc.	US	THERMAWARE	3447020	6/10/2008

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.