

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FORTESSA TABLEWARE SOLUTIONS, LLC (f/k/a Fortessa, Inc.)		07/24/2020	Limited Liability Company: VIRGINIA
ESCHENBACH, USA, INC.		07/24/2020	Corporation: VIRGINIA
INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC)		07/24/2020	Corporation: VIRGINIA
STERLING RESTAURANT SUPPLY, LLC (f/k/a Sterling Housewares LLC)		07/24/2020	Limited Liability Company: VIRGINIA
RENTAL RESOURCE PARTNERS LLC		07/24/2020	Limited Liability Company: VIRGINIA
CLOUD TERRE STUDIOS, LLC		07/24/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3217024	ACCENTZ
Registration Number:	3644511	D&V
Registration Number:	3613320	F
Registration Number:	4165807	FORTALITE
Registration Number:	4698254	FORTANIUM
Registration Number:	3237498	FORTESSA
Registration Number:	2594039	FORTESSA
Registration Number:	3603698	FORTESSA

CH \$665.00 3217024

Property Type	Number	Word Mark
Registration Number:	3613319	FORTESSA
Registration Number:	2672923	FORTALUXE
Registration Number:	3719181	LEADING THE WAY IN TABLEWARE
Registration Number:	3090308	OCEANA
Registration Number:	4593525	SRS
Registration Number:	3603699	SUPERWHITE
Registration Number:	3693262	TECHNOCERAM
Registration Number:	3247130	VITRALUXE
Registration Number:	5302619	CLOUD TERRE
Registration Number:	5302620	CLOUD TERRE
Registration Number:	5302621	CLOUD TERRE STUDIO
Registration Number:	5302622	CLOUD TERRE STUDIO
Registration Number:	5302623	CLOUD TERRE STUDIO A FORTESSA TABLEWARE
Serial Number:	88581609	FORTESSA
Serial Number:	88761940	FORTESSA TABLEWARE SOLUTIONS
Serial Number:	88761957	FORTESSA
Serial Number:	88761963	F
Serial Number:	88775938	THE DIFFERENCE BETWEEN A MEAL & AN EXPER

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 215.864.8352

Email: shorem@ballardspahr.com

Correspondent Name: Michael Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Michael S. Shore
SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	08/04/2020

Total Attachments: 21

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of July 24, 2020 by FORTESSA TABLEWARE SOLUTIONS, LLC (f/k/a Fortessa, Inc.) ("Fortessa"), ESCHENBACH, USA, INC. ("Eschenbach"), INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC) ("Integrus"), STERLING RESTAURANT SUPPLY, LLC (f/k/a Sterling Housewares LLC) ("Sterling"), RENTAL RESOURCE PARTNERS LLC ("Resource") and CLOUD TERRE STUDIOS, LLC ("Cloud"; and together with Fortessa, Eschenbach, Integrus, Sterling and Resource, each a "Grantor" and, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, the Grantors, Lenders and Agent are parties to that certain Revolving Credit and Security Agreement dated as of May 9, 2006 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Grantors by Lenders;

WHEREAS, the Grantors (other than Cloud) entered into that certain Amended and Restated Intellectual Property Security Agreement, dated June 30, 2016 (the "Existing IP Security Agreement") and Grantors and Agent have agreed to amend and restate the Existing IP Security Agreement to update Schedule 1 attached hereto;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed opposite its name on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed opposite such Grantor's name on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

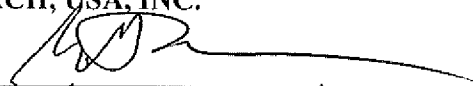
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


FORTESSA TABLEWARE SOLUTIONS, LLC
(f/k/a Fortessa, Inc.)

By: 
Name: Scott M. Hamburger
Title: CEO

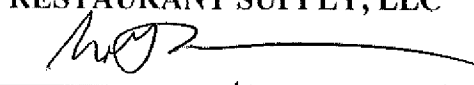
ESCHENBACH, USA, INC.

By: 
Name: Scott M. Hamburger
Title: President


INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC)

By: 
Name: Scott M. Hamburger
Title: CEO

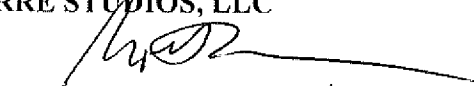
STERLING RESTAURANT SUPPLY, LLC

By: 
Name: Scott M. Hamburger
Title: CEO

RENTAL RESOURCE PARTNERS LLC

By: 
Name: Scott M. Hamburger
Title: CEO


CLOUD TERRE STUDIOS, LLC

By: 
Name: Scott M. Hamburger
Title: CEO

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: James Sierakowski
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

SCHEDULE 1

COPYRIGHTS

Title	Owner	Description	Jurisdiction	Registration Number	Registration Date	Status
BRISTOL BLUE (pattern H5/6872)	Eschenbach USA	Design on porcelain plate	U.S. Federal	VA 855 116	12/04/97	Registered
CHATEAU LOIRE GREEN	Eschenbach USA	Design on porcelain plate	U.S. Federal	VA 855 118	12/04/97	Registered
EVITA	Eschenbach USA		U.S. Federal	VA 985 828	02/15/00	Registered
MARRAKESH (service plate series 7621)	Eschenbach USA	Designs on porcelain plates	U.S. Federal	VA 1 024 871	09/28/00	Registered
MUG AT WORK	Eschenbach USA		U.S. Federal	VA 859 624	06/06/97	Registered
ST. REGIS	Eschenbach USA	Design on porcelain plate	U.S. Federal	VA 855 117	12/04/97	Registered
TAKE IT	Eschenbach USA		U.S. Federal	VA 857 041	06/06/97	Registered
TAKE IT	Eschenbach USA	Product packaging	U.S. Federal	VA 859 631	06/06/97	Registered

PATENTS

Title of Invention	Owner	Jurisdiction	Application Number	Filing Date	Patent Number	Issue Date / Expiration Date	Status
BOULLION CUP	Fortessa, Inc.	U.S. Federal	29/259,401	5/8/06	D562,638	2/26/2008 / 2/26/2022	Issued
COFFEE CUP	Fortessa, Inc.	U.S. Federal	29/259,400	5/8/06	D556,514	12/4/2007 / 12/4/2021	Issued
PLATE	Fortessa, Inc.	U.S. Federal	29/259,400	5/8/06	D559,626	1/15/2008 / 1/15/2022	Issued
SAUCER	Fortessa, Inc.	U.S. Federal	29/259,387	5/8/06	D560,439	1/29/2008 / 1/29/2022	Issued
SOUP BOWL	Fortessa, Inc.	U.S. Federal	29/259,389	5/8/06	D560,438	1/29/2008 / 1/29/2022	Issued

SCHEDULE 1

TRADEMARKS

Trademark Registrations:

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
ACCENTZ	Fortessa Tableware Solutions, LLC	Dinnerware, namely plates, cups, saucers, bowls, serving bowls and platters, serving trays not of precious metal, dipping dishes and trays, butter dishes, gravy boats, sugar bowls, creamer pitchers, tea pots not of precious metal, coffee pots not of precious metal, ramekins, and compote dishes	Virginia	7475	07/25/15	Registered
ACCENTZ (Stylized)	Fortessa Tableware Solutions, LLC	Non-precious metal serving platters, serving bowls, serving trays, dipping dishes and trays, butter dishes, gray boats, sugar bowls, tea pots, coffee pots, ramekins, and compote dishes for use by commercial and institutional establishments	U.S. Federal	3,217,024	03/13/07	Registered Section 8 and 15 affidavit acknowledged and accepted 1/28/13
ACCENTZ	Fortessa, Inc.	Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur	China	7167360	7/14/10	Registered

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal				
CIRCLE LOGO [a.k.a. EVITA WHITE Design]	Eschenbach U.S.A., Inc.	Kitchen cutlery, namely, table knives, forks and spoons; knives, namely paring knives, butcher knives, chef's knives, cleavers, bread knives, hunting knives, fishing knives, pocket-knives, penknives and machetes; boxes specially designed for storage of kitchen cutlery; cheese slicers; manicure and pedicure sets sold complete; nail files; nail clippers; finger nail buffers; hand tools, namely crimping irons, curling nippers, cuticle tweezers, and sugar tongs; razors; electric and non-electric razors; egg slicers; non-electric vegetable and fruit peelers, and strainers; scissors; tea, coffee and dinner services; chinaware, glassware, porcelain and earthenware not included in other classes; brushes, combs, grooming aids; clothes brushes; cork	European Community	3096856	3/14/03	Registered Registration renewed 3/14/13

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		screws; bottle openers; hip flasks; candleholders; scent bottles and vases (none being of precious metal or coated therewith); figurines; household utensils and containers; kitchen utensils and containers; small domestic containers and utensils; toothpicks; picnic baskets; cosmetic utensils; shaving brush stands; sponges (not for surgical use); the bringing together for the benefit of others of a variety of goods enabling customers to conveniently view and purchase those goods in a department store; consultancy services relating to the acquisition of goods and services; the bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view and purchase those goods from a general merchandise catalogue by mail order or by means of telecommunications; the bringing together for the benefit of				

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		others of a variety of goods enabling customers to conveniently view and purchases those goods from a general merchandise Internet website.				
D&V	Fortessa Tableware Solutions, LLC	Flatware, namely, knives, forks, and spoons; Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, carafes, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, olive boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, egg cups, compote dishes, dipping dishes, dipping trays, cruets, saki dispensers, soy dispensers, chopsticks, chopstick holders, trays not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, bottle openers, covers for plates and bowls, caddies for serving condiments, vases, servingware for serving food, beverage	U.S. Federal	3644511	6/23/09	Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		glassware, and stemware				
D&V	Fortessa, Inc.	Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal	China	7167336	11/14/10	Registered
D&V	Fortessa, Inc.	Knives, spoons, and forks	China	7167337	10/21/10	Registered
F & Design (Castle Logo)	Fortessa Tableware Solutions, LLC	Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate	U.S. Federal	3613320	04/28/09	Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		warmers, caddies for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and spoons				
F & Design (Castle Logo)	Fortessa, Inc.	Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal	China	7167338	7/14/10	Registered
F & Design (Castle Logo)	Fortessa, Inc.	Knives, spoons, and forks	China	7167339	10/21/10	Registered
FORTALITE	Fortessa Tableware Solutions, LLC	cookware	U.S. Federal	4,165,807	6/26/12	Registered
FORTANIUM	Fortessa Tableware Solutions, LLC	Flatware	U.S. Federal	4,698,254	03/10/15	Registered
FORTESSA	Fortessa Tableware Solutions, LLC	Flatware	U.S. Federal	3,237,498	05/01/07	Registered Section 8 and 15 acknowledged and

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
						accepted 5/19/13
FORTESSA	Fortessa Tableware Solutions, LLC	Dishes, bowls, cups, saucers, pitchers, mugs, plates, serving platters, ramekins, sugar bowls, tea pots not of precious metal, coffee pots not of precious metal, gravy boats, butter dishes, creamer pitchers, serving trays not of precious metal, vases, salt and pepper shakers, and compote dishes	U.S. Federal	2,594,039	07/16/02	Registered Section 8 and 15 affidavit acknowledged and accepted 8/6/08 Renewal accepted 7/18/12
FORTESSA	Fortessa Tableware Solutions, LLC	Beverage glassware and stemware, serving ware for serving food, caddies for serving condiments, cruets, decanters, bread baskets, ice buckets, wine buckets and plate warmers	U.S. Federal	3603698	04/07/09	Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14
FORTESSA (Stylized)	Fortessa Tableware Solutions, LLC	Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper	U.S. Federal	3613319	04/28/09	Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate warmers, caddies for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and spoons				
FORTESSA	Fortessa Tableware Solutions, LLC	Flatware, namely, knives, forks, and spoons Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, carafes, decanters, creamers, sugar bowls, teapots, coffee pots, gravy boats, olive boats, butter dishes, salt and pepper shakers, bread baskets, cruets, caddies for serving condiments, ice buckets, wine buckets, bottle openers, trays, platters, chargers, plate warmers, covers for plates and bowls, dipping dishes, dipping trays, saki dispensers, soy sauce dispensers, chopsticks, chopstick holders,	Canada	TMA801822	7/8/11	Registered

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		ramekins, compote dishes, bouillon cups, egg cups, servingware for serving food, beverage glassware and stemware, and vases				
FORTESSA	Fortessa, Inc.	Knives, spoons, and forks	China	7167359	10/21/10	Registered
FORTALUX E	Fortessa Tableware Solutions, LLC	Dishes, bowls, cups, saucers, pitchers, mugs, serving platters not made of precious metal, ramekins, sugar bowls, tea pots and coffee pots not made of precious metal, gravy boats, butter boats, creamers, and compotes	U.S. Federal	2,672,923	01/07/03	Registered Section 8 and 15 affidavit acknowledged and accepted 12/22/08 Renewal accepted 1/12/13
Fu Ting (Chinese Characters for FORTESSA)	Fortessa, Inc.	Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal	China	7167334	7/14/10	Registered

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
Fu Ting (Chinese Characters for FORTESSA)	Fortessa, Inc.	Knives, spoons, and forks	China	7167335	10/21/10	Registered
LEADING THE WAY IN TABLEWARE	Fortessa Tableware Solutions, LLC	dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate warmers, caddies for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and spoons	U.S. Federal	3,719,181	12/01/09	Registered
OCEANA	Fortessa Tableware Solutions, LLC	Dinnerware, namely, plates, cups, saucers, bowls, serving bowls, serving platters, serving trays not of precious metal, dipping dishes and trays, butter dishes, gravy boats, sugar	U.S. Federal	3,090,308	05/09/06	Registered Section 8 and 15 affidavit acknowledged and accepted 5/16/12

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		bowls, creamer pitchers, tea pots not of precious metal, coffee pots not of precious metal, ramekins, and compote dishes				
SRS	Sterling Restaurant Supply, LLC	(INT. CL. 8) flatware (INT. CL. 21) dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, compote dishes, butter dishes, ramekins, bouillon cups, gravy boats, bread baskets, salt and pepper shakers, cruets, and caddies for serving condiments; teapots not made of precious metal; coffee pots not made of precious metal; trays not made of precious metal; platters not made of precious metal; ice buckets and wine buckets; servingware for serving food and drinks; beverage glassware and stemware; cookware (INT. CL. 35) retail store services and online retail store services featuring flatware, dinnerware, beverage glassware and stemware,	U.S. Federal	4,593,525	8/26/14	Registered

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
		cookware, servingware for serving food and drinks, and housewares				
SUPERWHITE	Fortessa Tableware Solutions, LLC	Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, trays not made of precious metal, platters not made of precious metal	U.S. Federal	3,603,699	04/07/09	Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14
TECHNOCE RAM	Fortessa Tableware Solutions, LLC	Plates, bowls, cups, saucers, mugs, pitchers, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, serving spoons and spoon rests, serving trays not made of precious metal, and platters not made of precious metal	U.S. Federal	3,693,262	10/06/09	Registered Section 8 and 15 affidavit acknowledged and accepted 10/19/15
TECHNOCE	Fortessa,	Household or kitchen	China	7167341	7/14/10	Registered

SCHEDULE 1

Mark	Owner	Goods and Services	Jurisdiction	Registration Number	Registration Date	Status
RAM	Inc.	utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal				
VITRALUX E	Fortessa, Inc.	Dinnerware, namely, plates, bowls, cups, saucers, mugs, creamers, bouillon cups, teapots, spoons, serving spoons, spoon rests, platters, and trays not of precious metal	U.S. Federal	3,247,130	05/29/07	Registered Section 8 & 15 affidavit acknowledged and accepted 1/28/13
VITRALUX E	Fortessa, Inc.	Household or kitchen utensils and containers not of precious metal	China	7167340	11/14/10	Registered

CLOUD TERRE	CLOUD TERRE STUDIOS, LLC	U.S. Federal	5302619
CLOUD TERRE (stylized)	CLOUD TERRE STUDIOS, LLC	U.S. Federal	5302620
CLOUD TERRE STUDIO	CLOUD TERRE STUDIOS, LLC	U.S. Federal	5302621
CLOUD TERRE STUDIO (stylized)	CLOUD TERRE STUDIOS, LLC	U.S. Federal	5302622
CLOUD TERRE STUDIO A FORTESSA TABLEWARE SOLUTIONS COMPANY (stylized)	CLOUD TERRE STUDIOS, LLC	U.S. Federal	5302623

SCHEDULE 1

Trademark Applications:

Mark	Applicant	Jurisdiction	Application Number
FORTESSA (stylized) w/ Framing Castle left outline Design	Fortessa, Inc.	U.S. Federal	88/581609
FORTESSA TABLEWARE SOLUTIONS (stylized)	Fortessa, Inc.	U.S. Federal	88/761940
FORTESSA (stylized) w/ F fully framed by castle design outline in background	Fortessa, Inc.	U.S. Federal	88/761957
F (stylized) fully framed by castle design outline in background	Fortessa, Inc.	U.S. Federal	88/761963
THE DIFFERENCE BETWEEN A MEAL AND AN EXPERIENCE	Fortessa, Inc.	U.S. Federal	88/775938

SCHEDULE 1

POWER OF ATTORNEY

On this July 24, 2020, each of FORTESSA TABLEWARE SOLUTIONS, LLC (f/k/a Fortessa, Inc.) ("Fortessa"), ESCHENBACH, USA, INC. ("Eschenbach"), INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property, LLC) ("Integrus"), STERLING RESTAURANT SUPPLY, LLC (f/k/a Sterling Housewares LLC) ("Sterling"), RENTAL RESOURCE PARTNERS LLC ("Resource") and CLOUD TERRE STUDIOS, LLC ("Cloud"; and together with Fortessa, Eschenbach, Integrus, Sterling and Resource, each a "Grantor" and, collectively, the "Grantors"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Fortessa, Eschenbach, Integrus, Sterling, Resource and Cloud, dated as of May 9, 2006 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Second Amended and Restated Intellectual Property Security Agreement between such Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents or copyrights in the United States Patent and Trademark Office, United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

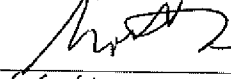
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.


This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney, as of the date first set forth above.


FORTESSA TABLEWARE SOLUTIONS, LLC
(f/k/a Fortessa, Inc.)

By: 
Name: Scott M. Hamberger
Title: CEO

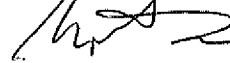
ESCHENBACH, USA, INC.

By: 
Name: Scott M. Hamberger
Title: President


INTEGRUS HOLDINGS, INC. (f/k/a Fortessa Intellectual Property LLC)

By: 
Name: Scott M. Hamberger
Title: CEO


STERLING RESTAURANT SUPPLY, LLC

By: 
Name: Scott M. Hamberger
Title: CEO

RENTAL RESOURCE PARTNERS LLC

By: 
Name: Scott M. Hamberger
Title: CEO

CLOUD TERRE STUDIOS, LLC

By: 
Name: Scott M. Hamberger
Title: CEO

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO SECOND
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT)
DMEAST #41242534