

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., AS TERM COLLATERAL AGENT		08/03/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CORELLE BRANDS HOLDINGS INC.
Street Address:	9525 W. Bryn Mawr, Suite 300
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0964975	BAKER'S SECRET
Registration Number:	3233132	BAKER'S SECRET

CORRESPONDENCE DATA

Fax Number: 3038617767

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: 7202922026

Email: Jeffrey.Kass@lewisbrisbois.com

Correspondent Name: Jeffrey H. Kass

Address Line 1: 1700 Lincoln Street, Suite 4000

Address Line 4: Denver, COLORADO 80203

NAME OF SUBMITTER:	Sheryl Tan
SIGNATURE:	/Sheryl Tan/
DATE SIGNED:	10/02/2020

Total Attachments: 23

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CORELLE BRANDS HOLDINGS INC.

Request for and Acknowledgment of Partial Collateral Release

August 3, 2020

This Request for and Acknowledgment of Partial Collateral Release (this “Release”) is delivered to, and acknowledged by, the Collateral Agents (as defined below) pursuant to (i) that certain Asset-Based Revolving Credit Agreement, dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among Corelle Brands Holdings Inc., a Delaware corporation (the “Borrower”), Corelle Brands Acquisition Intermediate Holdings Inc., a Delaware corporation (“Holdings”), the lenders party thereto and Citibank, N.A., as administrative agent (in such capacity, the “ABL Administrative Agent”) and (ii) that certain Senior Secured Credit Agreement, dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Credit Agreement” and, together with the ABL Credit Agreement, collectively, the “Credit Agreements”), by and among Holdings, the Borrower, the lenders party thereto and Citibank, N.A., as administrative agent (in such capacity, the “Term Administrative Agent”) and as collateral agent (in such capacity, the “Term Collateral Agent” and, together with the ABL Administrative Agent, the “Collateral Agents”). Capitalized terms used, but not defined herein, shall have the meanings given to such terms in the applicable Credit Agreement.

Pursuant to that certain Intellectual Property Purchase Agreement dated as of August 3, 2020, as attached hereto as Exhibit A (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) between the Borrower, Corelle Brands LLC, and Ecko Housewares Inc. as assignors (each an “Assignor” and, collectively, the “Assignors”), and RL Industry Co., LTD, as assignee (the “Assignee”), (i) Assignee has agreed to purchase all of the rights, title and interests in and to certain intellectual property and assets of the Assignors from the Assignors set forth on Schedules 1 and 2 to the Purchase Agreement (the “Purchased Assets”), in each case subject to the terms and conditions set forth in the Purchase Agreement (the “Specified Dispositions”) and (ii) Assignors are obligated to cause the Liens on the Purchased Assets to be released in full and to deliver to Assignee documents evidencing the same.

Pursuant to (i) Section 10.21(a) of the ABL Credit Agreement and (ii) Section 10.22(a) of the Term Credit Agreement, the Borrower hereby confirms as of the date hereof that:

1. the Specified Dispositions and use of proceeds thereof are in compliance with each Credit Agreement and are permitted by Section 7.05(a)(iv) of the ABL Credit Agreement and Section 7.05(a)(4) of the Term Credit Agreement; and
2. pursuant to (i) Section 10.21(a) of the ABL Credit Agreement and (ii) Section 10.22(a) of the Term Credit Agreement, Liens granted to each Collateral Agent by the Seller (or any of its applicable Affiliates) on the Purchased Assets shall be automatically released upon consummation of the Specified Dispositions.

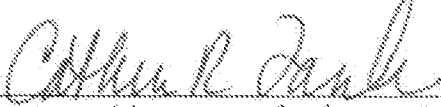
The Borrower hereby agrees to pay expenses reasonably incurred by the Collateral Agents in connection with this request, in each case in accordance with (i) Section 10.03(a) of the ABL Credit Agreement and (ii) Section 10.04(a) of the Term Credit Agreement.

The Borrower hereby requests that, in connection with the foregoing, each Collateral Agent confirms the automatic release of such Collateral Agent's Liens on the Purchased Assets (but not any proceeds received by the Assignors from the Assignee pursuant to the Purchase Agreement) upon the consummation of the Specified Dispositions by signing this Release to confirm such release. In furtherance of the foregoing, each Collateral Agent hereby agrees to take such action and execute any such documents as may be reasonably requested by the Borrower and Assignee, and at the Borrower's expense, in connection with the foregoing release of Liens in respect of such Purchased Assets.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned officer has executed this Partial Collateral Release as of the date first written above.

CORELLE BRANDS HOLDINGS INC.

By: 
Name: Catherine R. Lapidman
Title: CEO/CHRO & Secretary

Acknowledged, accepted and agreed to as of the date first written above:

CITIBANK, N.A.,
as ABL Administrative Agent

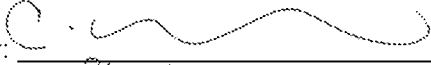
By: _____
Name: _____
Title: _____

CITIBANK, N.A.,
as Term Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged, accepted and agreed to as of the date first written above:

CITIBANK, N.A.,
as ABL Administrative Agent

By: 
Name: Christopher Harris
Title: Director & Vice President

CITIBANK, N.A.,
as Term Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged, accepted and agreed to as of the date first written above:

CITIBANK, N.A.,
as ABL Administrative Agent

By: _____
Name: _____
Title: _____

CITIBANK, N.A.,
as Term Collateral Agent

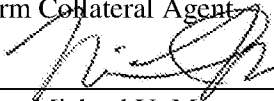
By:  _____
Name: Michael V. Moore
Title: Director & Vice President

EXHIBIT A

Intellectual Property Purchase Agreement

[See Attached]

**INTELLECTUAL PROPERTY
PURCHASE AGREEMENT**

This **INTELLECTUAL PROPERTY PURCHASE AGREEMENT** (the "Agreement") dated as of July 30, 2020 (the "Effective Date"), is entered into by and among **CORELLE BRANDS HOLDINGS INC.** f/k/a WKI Holding Company, its affiliate **CORELLE BRANDS LLC** f/k/a World Kitchen LLC and World Kitchen Inc., and **ECKO HOUSEWARES INC.** (collectively, "Assignors"), each with offices at 9525 W. Bryn Mawr, Suite 300, Rosemont, Illinois 60018, United States of America, and **RL INDUSTRY CO., LTD.**, a Hong Kong company with offices at Unit D, 19/FL, Eton Building, 288 Des Voeux Road Central, Hong Kong ("Assignee").

WHEREAS, Assignors are the sole owners of all right, title and interest in and to the "**BAKER'S SECRET**" trademarks, brands, logos, trade dress, trade names and other indicia of source or origin as set forth in Schedule 1 attached hereto (collectively, including all registrations, applications for registration and renewals thereof, the "Trademarks") along with related recordable assignment documentation;

WHEREAS, Assignors are the sole owners of all right, title and interest in and to the domain names, *Bakerssecret.com* and *bakerssecretstores.com* all as more fully described in Schedule 2 attached hereto (collectively "Domain Names");

WHEREAS, the Trademarks and Domain Names are free and clear of any charge, claim, community property interest, condition, easement, covenant, warrant, demand, encumbrance, equitable interest, lien, mortgage, option, purchase right, pledge, security interest, right of first refusal or other right of third parties or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership ("**Encumbrance**"); other than that certain lien against the Trademarks in favor of the senior secured creditors of Corelle Brands Holdings Inc. and its parent, Corelle Brands Acquisition Intermediate Holdings Inc. (the "**Lienholders**"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and Domain Names and related rights, together with the goodwill of the business connected with and symbolized by the Trademarks in the Territories in which they are used and as set forth on Schedule 3 attached hereto (the "Territory").

NOW, THEREFORE, in consideration of the foregoing recitals, the respective covenants, representations, warranties and agreements contained in this Agreement and for other consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound by this Agreement, the parties agree as follows:

1. **Purchase and Sale of Intellectual Property Assets.** Upon execution of this Agreement and effective as of the Effective Date, Assignors hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee purchases and acquires from Assignor, free and clear of all Encumbrances (subject to release of the Lien in the manner provided below), all of Assignors' rights, title and interest to the following assets, properties and rights (collectively, the "**Purchased Assets**");

- a. the Trademarks and Domain Names including, without limitation, all associated brands, logos, trade dress, trade names and other similar indicia of source or origin and all



registrations, applications for registration and renewals related thereto or associated therewith;

- b. all of the goodwill relating to the Trademarks and Domain Names;
- c. all claims and causes of action with respect to the Purchased Assets, whether accruing before, on, or after the , including all rights to and claims for damages, restitution, and injunctive relief and other legal and equitable relief for past, present and future infringement, dilution, violation, breach, or default; and
- d. all other rights, privileges, and protections of any kind whatsoever of Assignors accruing under or related to the Purchased Assets in any manner and provided by any applicable law, treaty or other international convention throughout the world.

2. **Excluded Liabilities.** Assignee shall not, in any manner, assume all or any portion of any liabilities or obligations of Assignors of any kind, whether known, or unknown, contingent, matured or otherwise and whether existing on, prior to, or following the Effective Date (the "Excluded Liabilities"). All such Excluded Liabilities shall remain with Assignors following the transactions contemplated by this Agreement. Notwithstanding the foregoing, it is understood and agreed that Assignee will be responsible for any future governmental and internet domain name registration and maintenance obligations and liabilities associated with the Purchased Assets arising after the Effective Date .

3. **The Purchase Price.** In consideration of the sale of the Purchased Assets to Assignee, on or prior to July 30, 2020, Assignee shall pay Assignors and Lienholders, collectively, the amount of USD \$700,000.00 (Seven Hundred Thousand Dollars 00/100) (the "Purchase Price"). The payment of the Purchase Price (the "Payment") shall be made by wire transfer of immediately available funds to the Assignors pursuant to the wire instructions set forth on Schedule 5 attached hereto. .

4. **Limited Rescission Right Upon Non-Payment.** Notwithstanding anything to the contrary set forth in this Agreement, if Assignee does not make the Payment on or before July 30, 2020, the Assignors shall have a one-time right to rescind the transactions contemplated by this Agreement and to reclaim all rights, title and interest in the Purchased Assets and, effective thereafter, all rights, duties and obligations of the parties hereunder shall terminate and no party shall have any liability to any other party. Notwithstanding the foregoing, effective as of the initiation of the wired Payment: (i) all right, title, and interest in and to the Purchased Assets shall immediately and irrevocably vest in Assignee; (ii) Assignors shall promptly and, in any event, within ten (10) business days, cause the Lien to be released in full by the Lienholders and to deliver to Assignee documents evincing same and to file, or cause to be filed by the senior secured creditors or any other third party, any and all documents necessary to evidence the termination and release of the lien (e.g. UCC-3); and (iii) Assignors shall promptly and, in any event, within five (5) business days, execute and deliver to Assignee any and all documents reasonably requested by Assignee acknowledging receipt of the Payment, which constitutes the satisfaction in full of Assignee's payment obligations under this Agreement.

5. **Transfer Taxes; Recording Fees.** Assignors shall pay and be fully responsible for any and all sales, use, transfer or other similar taxes in connection with the purchase and sale of the Purchased Assets and the other transactions contemplated by this Agreement. Assignee shall pay and be fully

responsible for any and all recording, filing or transfer fees necessary to evidence ownership of the Purchased Assets in Assignee in connection with the consummation of the transactions contemplated by this Agreement.

6. Items to be Delivered on Effective Date. On the Effective Date, subject to the terms and conditions contained in this Agreement, Assignors shall: (i) sign and deliver to Assignee, without limitation of Assignors' obligations in Section 8 of this Agreement, the documentation requested by Assignee as being necessary to record the assignments of the Trademarks in the Territory; and (iii) deliver to Assignee the complete prosecution files for the Trademarks in such form as reasonably requested by Assignee and that are in Assignors' possession or to which Assignors have reasonable access, and such other documents, correspondence, and information as are reasonably requested by Assignee to register, own, or otherwise use the Purchased Assets as of the Effective Date (i.e., Assignors shall have no obligation to pay any fees or make any filings concerning prosecution and maintenance of the Trademarks that were not required to be paid or made prior to the Effective Date).

7. Operations of Assignors. From and after the Effective Date, and for so long as Assignee is the owner or licensee of the "BAKER'S SECRET" trademark or any of the other Trademarks, Assignors shall: (i) not operate under nor otherwise use the Trademarks or any confusingly similar trade dress or trademark in the Territory; and (ii) not conduct any sales or distribution under the Trademark "BAKER'S SECRET" or any confusingly similar trade dress or trademark in the Territory, including, without limitation, by selling products to distributors or fulfilling orders brokered by sales representatives. The Assignors and Assignee acknowledge and agree that the goodwill value of the Purchased Assets comprises an essential portion of the consideration received by the Assignors for which Assignee is paying the Purchase Price and Assignee would not enter into this Agreement or purchase the Purchased Assets from the Assignors without the Assignors' agreement to the provisions of this Section 7.

8. Further Assurances

a. Without limiting the obligations of Assignors pursuant to Section 6 or any other provisions of this Agreement, Assignors, as necessary from time to time during the period commencing on the Effective Date and ending as of December 1, 2021, agree to take any and all actions necessary to cause or otherwise effect the assignment, and evidence of the assignment, of the Purchased Assets to Assignee as contemplated by this Agreement, but at no out-of-pocket cost to each Assignor. In connection therewith, each Assignor agrees to execute, acknowledge and deliver to Assignee such other instruments of transfer and will take such other actions and execute and deliver such other documents as Assignee may reasonably request in order to evidence of the release of the Lien, properly and fully record and perfect the assignment in any jurisdiction of the Territory or otherwise vest or evidence more effectively in Assignee its right, title and interest in the Purchased Assets.

b. Without limiting the foregoing, within twenty (20) business days following the Effective Date, Assignors shall take such actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and to enable Assignee to register those Domain Names in the name of Assignee with the domain name registry selected by Assignee.

9. Representations and Warranties of Assignors. Assignors jointly and severally represent and warrant to Assignee that each and every one of the following statements is true and correct, except as

set forth on the Schedules. For purposes of this Section 9, "Assignors' knowledge," "knowledge of Assignors," and similar phrases means the actual knowledge of any director or officer of either of Assignors, after reasonable inquiry and investigation.

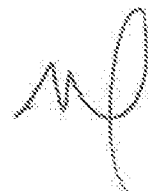
a. **Corporate Existence**. Corelle Brands Holdings Inc. and Ekco Housewares, Inc. are corporations duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Corelle Brands LLC is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

b. **Corporate Power; Authorization; Enforceable Obligations**. Assignors have the corporate or limited liability company power, authority and legal right to execute, deliver and perform this Agreement. This Agreement has been duly authorized, duly executed and delivered on behalf of Assignors, and this Agreement constitutes the legal, valid and binding obligation of the Assignors, enforceable against each Assignor in accordance with its terms, except as such enforcement may be limited by or subject to (i) bankruptcy, insolvency, reorganization, or other similar laws relating to or affecting rights of creditors, and (ii) general equitable principles.

c. **Validity of Contemplated Transactions**. The execution, delivery and performance of this Agreement by each Assignor does not and will not violate, conflict with or result in the breach of any material term, condition or provision of, or require the consent of any other person under (i) any regulation, (ii) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental entity, (iii) the charter documents of each Assignor or any securities issued by each Assignor, or (iv) any mortgage, indenture, undertaking, note, bond, debenture, letter of credit, commitment, agreement, contract, lease, authorization, assigned contract or other instrument, or understanding (each a "Contract" and collectively, the "Contracts") by which any Assignor may have rights or be bound or by which any of the Purchased Assets may be bound or affected. No fact or condition exists which would give any party to a Contract the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Assignor in or to the Purchased Assets. Except for post-closing recordings, filings, transfers or assignments with respect to the Trademarks in the Territory, no authorization, approval or consent of, and no registration or filing with, any governmental entity is required in connection with the execution, delivery or performance of this Agreement by Assignors.

d. **No Third Party Options**. No person has any existing agreements, options, commitments or rights to acquire any of the Purchased Assets or any interest therein.

e. **Title to Properties**. Except for the Lien, which Assignors shall, at Assignors' sole cost and expense cause to be released and terminated in the manner provided above, each Assignor has, in each case depending on its ownership of the Trademarks, as detailed in Schedule I, good title to all of the Trademarks free and clear of any and all Encumbrances. The Purchased Assets are valid, subsisting, and enforceable in the Territory, and are not subject to any pending or, to Assignors' knowledge, threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any of the Trademarks. Assignors are in full compliance in all material respects with all legal requirements applicable to the Purchased Assets and each



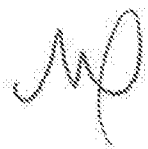
Assignor's ownership thereof. All trademark and domain name registrations have at all times been and remain in good standing. Assignors have provided Assignee with true and complete copies in its possession or to which they have reasonable access of all documents, certificates, correspondence, and other materials related to all such trademark and domain name registrations. All of the trademark applications within the Purchased Assets have been duly filed in the jurisdiction named in each such application, are being actively prosecuted and have not been abandoned or allowed to lapse. All Domain Names have been validly registered with an authorized domain name registrar and the registration therefor will be Effective Date. To the knowledge of each Assignor, there is no unauthorized use, infringement or misappropriation of the Purchased Assets by any third party and there is no action that is pending or threatened by Assignors with respect thereto. Other than the Lien, there is nothing to otherwise limit or restrict the transfer from Assignors to Assignee, pursuant to this Agreement, of all right, title and interest in and to (i) the Trademarks throughout the world and (ii) the Domain names.

f. Non-Infringement. The registration, ownership, and exercise of the Purchased Assets did not, do not, and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To Assignors' knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating, the Trademarks and Domain Names.

g. Litigation. No litigation or administrative proceeding of or before any court, arbitrator or governmental entity is pending or, to each Assignor's knowledge, threatened, which relates to the Purchased Assets, including, without limitation, any actions: (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Trademark, or (ii) by any Assignor or any third party alleging any infringement or other violation by any third party of any Trademark. Neither Assignor is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental entity, which may adversely affect the Purchased Assets contemplated herein.

h. Contracts and Commitments. Except for the Lien, neither Assignor is party to any written or oral lease, contract or agreement relating to the Purchased Assets, or contract or agreement limiting or restraining such Assignor, its successors or assigns from utilizing the Purchased Assets in any manner. None of the Purchased Assets is licensed to any person or entity or subject to any similar contractual rights or permissions in favor of any person or entity. Assignors have identified approximately USD \$1,250 of goods for sale in five (5) outlet stores located in Australia and Assignee agrees that Assignors may sell such goods on or before October 1, 2020.

i. Restrictions. Except for the Lien, neither Assignor is a party to any agreement, license, permit, authorization or other instrument or any understanding or oral agreement, and neither Assignor is subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree or award, which adversely affects or restricts Assignors' use or ownership of the Purchased Assets.



j. Sales Representatives and Distributors There are no Contracts or other agreements between any Assignor and any other person or entity that grant any license or other rights with respect to the Trademarks in the Territory.

EXCEPT AS PROVIDED IN THIS SECTION 9, ASSIGNORS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF ENFORCEABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Representations and Warranties of Assignee Assignee represents and warrants to Assignors as follows:

a. Corporate Existence Assignee is a company duly organized, validly existing and in good standing under the laws of Hong Kong.

b. Corporate Power; Authorization; Enforceable Obligations Assignee has the power, authority and legal right to execute, deliver and perform this Agreement. This Agreement has been duly authorized, duly executed and delivered on behalf of Assignee and this Agreement constitutes the legal, valid and binding obligation of Assignee enforceable against Assignee in accordance with its terms, except as such enforcement may be limited by or subject to (i) bankruptcy, insolvency, reorganization, or other similar laws relating to or affecting rights of creditors, and (ii) general equitable principles.

c. Validity of Contemplated Transactions The execution, delivery and performance of this Agreement by Assignee does not and will not violate, conflict with or result in the breach of any material term, condition or provision of, or require the consent of any other person under (i) any regulation, (ii) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental entity, (iii) the charter documents of Assignee or any securities issued by Assignee, or (iv) any Contract by which Assignee may have rights or be bound. Except as aforesaid, no authorization, approval or consent of, and no registration or filing with, any governmental entity is required in connection with the execution, delivery or performance of this Agreement by Assignee.

EXCEPT AS PROVIDED IN THIS SECTION 10, ASSIGNEE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF ENFORCEABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Survival of Representations and Warranties The representations and warranties made by Assignors in Section 9 of this Agreement shall survive for a period of twelve (12) months after the Effective Date. The representations and warranties made by Buyer in Section 10 of this Agreement shall survive for a period of twelve (12) months after the Effective Date. All other covenants and terms and conditions of this Agreement shall continue in effect until a period of twelve months following the expiration of the applicable statute of limitations.

12. Indemnification

a. **Assignors' Indemnification Obligation.** Each Assignor agrees that, from and after the Effective Date, it shall indemnify, defend and hold harmless Assignee, its officers, directors, Affiliates, partners, members, managers, employees, agents and other representatives ("**Assignee Indemnified Parties**") from and against any damages, claims, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (each, a "**Liability**" and, collectively, "**Liabilities**") incurred by any of the foregoing Persons arising out of (a) any inaccuracy or breach of any representation or warranty of Assignors contained in this Agreement, (b) any breach of any covenant or agreement of Assignors contained in this Agreement or (c) any use by Assignors, its affiliates or their respective licensees of the Trademarks or Domain Names prior to the Effective Date, including, without limitation, any claims of infringement relating thereto.

b. **Assignee's Indemnification Obligation.** Assignee agrees that, from and after the Closing, it shall indemnify, defend and hold harmless each Assignor, its officers, directors, Affiliates, partners, members, managers, employees, agents and other representatives ("**Assignor Indemnified Parties**") from and against any Liabilities incurred by any of the foregoing Persons arising out of (a) any inaccuracy or breach of any representation or warranty of Assignee contained in this Agreement, (b) any breach of any covenant or agreement of Assignee contained in this Agreement, or (c) any use by Assignee, its affiliates or their respective licensees of the Trademarks or Domain Names after the Effective Date, including, without limitation, any claims of infringement relating thereto.

c. **Procedures for Indemnification for Third Party Claims.** For purposes of this Section 12, any Party entitled to be indemnified under this Section 12 is referred to herein as an "**Indemnified Party**," and any Party obligated to provide indemnification under this Section 12 is referred to herein as an "**Indemnifying Party**." The obligations and liabilities of the Parties under this Section 12 with respect to, relating to or arising out of claims of third parties (individually, a "**Third Party Claim**" and, collectively, the "**Third Party Claims**") shall be subject to the following terms and conditions:

(i) The Indemnified Party shall give the Indemnifying Party prompt written notice of any Third Party Claim, and the Indemnifying Party may undertake the defense of that claim by representatives chosen by it and reasonably satisfactory to the Indemnified Party, provided, that, in such event, the Indemnified Party will have the right to participate in such defense through counsel of its own choice and at its own expense. Any such notice of a Third Party Claim shall identify with reasonable specificity the basis for the Third Party Claim, the facts giving rise to the Third Party Claim and the amount of the Third Party Claim (or, if such amount is not yet known, a reasonable estimate of the amount of the Third Party Claim). The Indemnified Party shall make available to the Indemnifying Party copies of all relevant documents and records in its possession. Failure of an Indemnified Party to give prompt notice shall not relieve the Indemnifying Party of its obligation to indemnify, except to the extent that the failure to so notify materially prejudices the Indemnifying Party's ability to defend such claim against a third party.



(ii) If the Indemnifying Party, within twenty (20) days after notice from the Indemnified Party of any such Third Party Claim, notifies the Indemnified Party in writing of its election not to, or fails to, assume the defense thereof in accordance with the terms of this Agreement, the Indemnified Party shall have the right (but not the obligation) to undertake the defense of the Third Party Claim. Any failure on the part of the Indemnifying Party to notify the Indemnified Party within the time period provided above regarding its election shall be deemed an election by the Indemnifying Party not to assume and control the defense of the Third Party Claim.

(iii) Notwithstanding anything herein to the contrary, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle or compromise any Third Party Claim or consent to the entry of judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of an unconditional release from all liability in respect of the Third Party Claim. The Indemnified Party shall not, without the prior written consent (which shall not be unreasonably withheld or delayed) of the Indemnifying Party, settle, compromise or pay any Third Party Claim or consent to the entry of judgment with respect thereto.

d. Indemnification Limitations.

(i) Time Limits On Indemnification. No claim on account of a breach or inaccuracy of a representation or warranty shall be made after the expiration of the survival periods referred to in Section 11 of this Agreement. Notwithstanding the foregoing, if a written claim or written notice is given with respect to any representation or warranty prior to the expiration of its survival period, the claim with respect to such representation or warranty shall continue until such claim is finally resolved.

(ii) Waiver of Conditions. The right of an Indemnified Party to indemnification hereunder shall not be affected by any investigation conducted with respect to the accuracy of or compliance with any of the representations, warranties, covenants or obligations set forth in this Agreement. Notwithstanding the foregoing, the waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, shall negate the right to indemnification or other remedy based on such representations, warranties, covenants and obligations.

13. Public Announcements. In any public announcements made by Assignee about the trademarks or this transaction in this Agreement, Assignee shall not mention Assignors' company names.

14. Support in defending the Trademarks. Assignors shall reasonably cooperate with Assignee as may be reasonably requested from time to time, but at no out-of-pocket cost to Assignors, in any matter to defend and protect the Trademarks, including, but not limited to, the granting of appropriate Powers of Attorney to the persons so designated by Assignee for such effects.

15. Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

16. **Commercially Reasonable Efforts.** Notwithstanding any other provision to the contrary, following the Effective Date each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated herein and to vest in Assignee (and any transferee of Assignee) good and marketable title to the Purchased Assets, including obtaining all consents, waivers, authorizations and approvals from Governmental Authorities and other third parties required for the consummation of the Transactions. From time to time after the Effective Date, at the reasonable request of Assignee (or any transferee of Assignee) and at such requesting party's expense, and without further consideration, Assignors agree on each of their own behalf, as well as on behalf of its subsidiaries, affiliates, successors, assigns and legal representatives, to execute and deliver to Assignee any further documents or instruments and perform any further acts that may reasonably be deemed necessary or desirable by Assignee to vest, record, perfect, support and/or confirm the rights herein conveyed, or intended so to be, to Assignee (and any transferee of Assignee) with respect to the Purchased Assets, including without limitation such assignments, agreements and limited powers of attorney as may be needed for recording or effectuating the transfer of the Trademarks and Domain Names in the Territory. Nothing herein shall be deemed a waiver by Assignee of its right to receive at the Effective Date an effective assignment of such rights by Assignors as otherwise set forth in this Agreement. From time to time after the Effective Date, at the request of Assignee and at its expense, and without further consideration, Assignors shall reasonably assist Assignee (and any transferee of Assignee) as Assignee may reasonably require in connection with the defense or prosecution of any claim by or against any third party with respect to the ownership, validity, enforceability, infringement or other violation of or by the Trademarks or Domain Names.

17. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of Assignors and Assignee. Neither Assignor may assign its rights or obligations under this Agreement without the prior written consent of Assignee. Assignee may not assign any of its rights or obligations under this Agreement without the prior written consent of Assignors. Notwithstanding the foregoing, a party may assign its rights and obligations under this Agreement in whole, without such consent, to an entity that acquires, directly or indirectly, all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. Any purported assignment in violation of this Section 18 shall be null and void.

18. **Notices.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by internationally-recognized overnight courier (with all fees prepaid); or (iii) on the date sent by email of a PDF document (with confirmation of receipt) if sent during normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses or at such other address for a party as is specified in a notice given in accordance with this Section 16:

If to Assignors, to:
Corelle Brands Holdings Inc.
9525 W. Bryn Mawr
Suite 300
Rosemont, Illinois, 60018

If to Assignee, to
RL Industry Co., Ltd
Unit D, 19/FL, Eton Building,
288 Des Voeux Rd Central
Hong Kong

United States of America
Attn: Mr. Ben J. Gadbois

Attn: Mr. Aharon R. Daniel

with a copy to:

with a copy to:

legal@corellebrands.com

Email: daniel@rlindustry.com

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws. Any case, controversy, suit, action or proceeding arising out of, in connection with, or related to this agreement shall be brought in the Delaware Court of Chancery. Assignors and Assignee hereby expressly submit to the personal jurisdiction and venue of such court.

21. Modification, Amendment, Supplement or Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the parties to this Agreement. A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement. A waiver by either party of any of the terms and conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

22. Entirety of Agreement. This Agreement and the documents to be delivered hereunder, and related exhibits and schedules, constitute the entire agreement between the parties and supersede all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

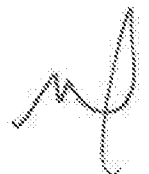
23. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which, being valid, legal and enforceable comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

24. Damages. WITHOUT LIMITATION OF A PARTY'S RIGHT TO INDEMNIFICATION UNDER SECTION 12, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, REMOTE, SPECULATIVE OR CONSEQUENTIAL DAMAGES.

25. Headings. The headings in this Agreement are for the purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

26. Schedules. The terms and provisions of the schedules attached to this Agreement are hereby incorporated herein as if fully set forth herein.

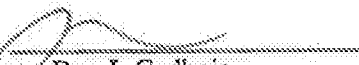
27. Counterparts. This Agreement may be executed by facsimile or similar electronic means, in any number of counterparts and any party hereto may execute any such counterpart, each of which

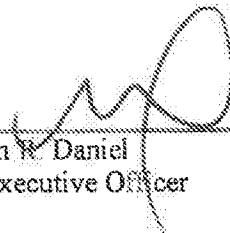


when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

CORELLE BRANDS HOLDINGS INC. RL INDUSTRY CO., LTD.,
f/k/a WKI Holding Company Inc.

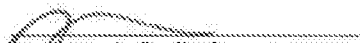
By: 
Name: Ben J. Gadbois
Title: President and Chief Executive Officer

By: 
Name: Aharon W. Daniel
Title: Chief Executive Officer

EKCO HOUSEWARES, INC.

By: 
Name: Ben J. Gadbois
Title: President

CORELLE BRANDS LLC

By: 
Name: Ben J. Gadbois
Title: President and Chief Executive Officer

SCHEDULE 1

**The Assigned Trademarks and the
Trademark Assignment Recordation Documents (Exhibit A)**

Country	Trade Mark	Int. Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Trade Mark Status
Australia	BAKER'S SECRET	21	411138	3 Jul 1984	411138	3 Jul 1984	3 Jul 2025	Registered
Brazil	BAKER'S SECRET	21	840571364	8 Jul 2013	840571364	26 Apr 2016	26 Apr 2026	Registered
Canada	BAKER'S SECRET	21	1216607	12 May 2004	TMA646811	26 Aug 2005	26 Aug 2030	Registered
Canada	BAKER'S SECRET	0	0377275	22 Jul 1974	TMA208951	22 Aug 1975	22 Aug 2030	Registered
Canada	BAKER'S SECRET BAKE & SERVE & Design	21	1773850	23 Mar 2016	1069564	15 Jan 2020	15 Jan 2030	Registered
Dominican Republic	BAKER'S SECRET		229850	5 Feb 2016	229850	2 May 2016	2 May 2026	Registered
El Salvador	BAKER'S SECRET & design		2006063173	30 Nov 2006	64-92-129130	26 Sep 2007	26 Sep 2027	Registered
EUTM	BAKER'S SECRET	21	004259255	27 Jan 2005	004259255	27 Mar 2006	27 Jan 2025	Registered
Hong Kong	BAKER'S SECRET	21	300305874	23 Oct 2004	300305874	23 Oct 2004	22 Oct 2024	Registered
India	BAKER'S SECRET				A0103INTK06TM	8 Aug 2008		Registered
India	BAKER'S SECRET		1608484	5 Oct 2007	1608484	31 Mar 2009	5 Oct 2027	Registered
Israel	BAKER'S SECRET	21	183281	29 Aug 2005	183281	15 Apr 2007	29 Aug 2025	Registered
Jamaica	BAKER'S SECRET	21	44822	23 Jan 2004	44822	23 Jan 2004	23 Jan 2024	Registered
New Zealand	BAKER'S SECRET	21	152926	24 May 1984	152926	11 Nov 1987	24 May 2025	Registered
Puerto Rico	BAKER'S SECRET	21	217006-21-0	7 Nov 2016				Pending

Republic of Korea (South)	BAKER'S SECRET	21	4020000045254	27 Sep 2000	4005090350000	19 Dec 2001	19 Dec 2021	Registered
Saudi Arabia	BAKER'S SECRET		1437028207	26 Sep 2016	1437028207	17 Jan 2017	9 Jun 2026	Registered
South Africa	BAKER'S SECRET		80/6613	9 Oct 1980	80/6613	9 Oct 1980	9 Oct 2020	Registered
Taiwan	BAKERS SECRET	9, 21	106011790	6 Mar 2017	01896812	1 Feb 2018	31 Jan 2028	Registered
United States of America	BAKER'S SECRET	21	72430318	19 Jul 1972	0964975	31 Jul 1973	31 Jul 2023	Registered
United States of America	BAKER'S SECRET	21	78906625	13 Jun 2006	3233132	24 Apr 2007	24 Apr 2027	Registered
Vietnam	BAKER'S SECRET	21	4200606253	21 Apr 2006	40100187000	24 Apr 2008	21 Apr 2026	Registered

EXHIBIT A
(to Schedule 1)

Trademark Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CORELLE BRANDS HOLDINGS INC. f/k/a WKI Holding Company, Inc. Inc.**, and its affiliates **CORELLE BRANDS LLC f/k/a World Kitchen Inc.** and **ECKO HOUSEWARES INC.** located at 9525 W. Bryn Mawr, Suite 300, Rosemont, Illinois 60018, United States of America (collectively, "Assignors"), hereby sell, assign, transfer, and convey to **RL INDUSTRY CO., LTD.**, a Hong Kong company with offices at Unit D, 191F, Eton Building, 288 Des Voeux Road, Central, Hong Kong ("Assignee"), pursuant to the Trademark Assignment Agreement dated as of [DATE], to which Assignors and Assignee are a party, all right, title, and interest in and to the trademark set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignors accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignors hereby authorizes Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed on this 30 day of July, 2020 by its duly authorized officer.

CORELLE BRANDS HOLDINGS INC. f/k/a
WKI Holding Company Inc.

By: _____
Name: *Ben Gadbois*
Title: *President & CEO*

ECKO HOUSEWARES, INC.

By: _____
Name: *Ben Gadbois*
Title: *President & CEO*

CORELLE BRANDS LLC

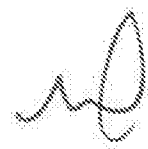
By: _____
Name: *Ben Gadbois*
Title: *President & CEO*



SCHEDULE 2

Domain Names

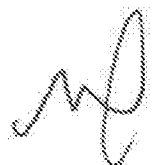
<u>Domain Name</u>	<u>Domain Registrar</u>	<u>Expiration Date</u>	<u>Registrant</u>
Bakerssecret.com	GoDaddy	4/20/2026	World Kitchen LLC cka Corelle Brands LLC
Bakerssecretstores.com	GoDaddy	4/20/2026	World Kitchen LLC cka Corelle Brands LLC



SCHEDULE 3

Territory

The countries set forth on Schedule 1.



SCHEDULE 4

Amounts of Purchase Price to be delivered
to Assignors

Assignors' Wire Instructions

Amount: USD \$700,000.00
Bank: BMO Harris Bank NA
111 W. Monroe Street
Chicago, IL 60603
Swift: HATRUS44
ABA: 071000288
Account Name: Corelle Brands LLC (as designee of Assignors)
Account Number: 440-043-8

