

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fortessa Tableware Solutions, LLC		12/04/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	First Bank of the Lake
Street Address:	4558 Osage Beach Parkway
Internal Address:	Suite 100
City:	Osage Beach
State/Country:	MISSOURI
Postal Code:	65065
Entity Type:	Chartered Bank: MISSOURI

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	88775938	THE DIFFERENCE BETWEEN A MEAL & AN EXPER
Serial Number:	88761957	FORTESSA
Serial Number:	88761963	F
Serial Number:	88761940	FORTESSA TABLEWARE SOLUTIONS
Serial Number:	86168509	FORTANIUM
Serial Number:	85371360	FORTALITE
Serial Number:	78973001	FORTESSA
Serial Number:	78915334	VITRALUXE
Serial Number:	78642028	OCEANA
Serial Number:	78636941	ACCENTZ
Serial Number:	77418773	D&V
Serial Number:	77342733	LEADING THE WAY IN TABLEWARE
Serial Number:	77342729	SUPERWHITE
Serial Number:	77342726	F
Serial Number:	77342718	FORTESSA
Serial Number:	77342715	FORTESSA
Serial Number:	77325039	TECHNOCERAM
Serial Number:	76187678	FORTESSA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76187280	FORTALUXE

CORRESPONDENCE DATA

Fax Number: 3148548660

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: 3148548612

Email: jml@carmodymacdonald.com

Correspondent Name: Julia M. Lang

Address Line 1: 120 South Central Avenue

Address Line 2: Suite 1800

Address Line 4: St. Louis, MISSOURI 63105

NAME OF SUBMITTER:	Julia M. Lang
SIGNATURE:	/Julia Lang/
DATE SIGNED:	01/04/2021

Total Attachments: 6

source=Patent, Copyright and Trademark Security Agreement - Fortessa Tableware Solutions, LLC (3006884x9DB39)#page1.tif

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 4, 2020, by FORTESSA TABLEWARE SOLUTIONS, LLC, a Virginia limited liability company (the "Grantor"), in favor of and for the benefit of FIRST BANK OF THE LAKE, a Missouri state-chartered bank (together with its successors and/or assigns, the "Bank").

RECITALS

A. INTEGRUS HOLDINGS, INC., a Virginia corporation (the "Borrower"), has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank has agreed to make a loan or loans to Borrower, subject to the terms and conditions set forth therein (the "Loan"). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. The Borrower owns 100% of the Equity Interests of the Grantor, and Grantor will materially benefit from the Bank making the Loan to Borrower pursuant the Credit Agreement.

D. Pursuant to the terms of that certain Security Agreement dated as of the date hereof executed by Grantor, the Borrower and the other Debtors (as such term is defined therein), for the benefit of Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, copyrights, copyright applications, copyright licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto,

any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items (1) through (3) being herein collectively referred to as the “**Trademark Collateral**”);

- (4) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each copyright license, including, without limitation, each copyright license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 2 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 2 and any copyright license under any copyright license listed on Schedule 2 annexed hereto (items (4) through (6) being herein collectively referred to as the “**Copyright Collateral**”);
- (7) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each patent license, including, without limitation, each patent license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith; and
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 3 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 3 and any patent license under any patent license listed on Schedule 3 annexed hereto (items (7) through (9) being herein collectively referred to as the “**Patent Collateral**”).

This security interest and Lien (as defined in the Credit Agreement) is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, the Copyright Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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[Signature page(s) to follow.]

The Grantor has caused this Patent, Copyright and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

**FORTESSA TABLEWARE SOLUTIONS,
LLC**, a Virginia limited liability company



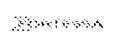

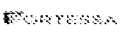
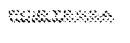
By:  _____

Name: Scott M. Hamberger

Title: *President, CEO* _____

SCHEDULE 1

(Trademark Collateral)

Trademark	Applicant/Registrant	First Use	Application Date	Registration Date	Renewal Due	Registration Number	Application Number
ACCENTZ	Fortessa Tableware Solutions, LLC	Apr, 2000	25 May 2005	13 Mar 2007	13 Mar 2027	3217024	78636941
ACCENTZ (Virginia TM)	Fortessa Tableware Solutions, LLC	Apr, 2000		14-Nov-15	11/14/2025	7475	n/a
D&V	Fortessa Tableware Solutions, LLC	31 Jan 2009	11 Mar 2008	23 Jun 2009	23 Jun 2029	3644511	77418773
	Fortessa Tableware Solutions, LLC	31 Jan 2000	03 Dec 2007	28 Apr 2009	28 Apr 2029	3613320	77342726
	Fortessa Tableware Solutions, LLC		16 Jan 2020				88761963
FORTALITE	Fortessa, Inc.	Jul, 2011	14 Jul 2011	26 Jun 2012	26 Jun 2022	4165807	85371360
FORTALUXE	Fortessa, Inc.	Nov, 2000	14 Dec 2000	07 Jan 2003	07 Jan 2023	2672923	76187280
FORTANIUM	Fortessa Tableware Solutions, LLC	15 Jan 2014	17 Jan 2014	10 Mar 2015	10 Mar 2025	4698254	86168509
	Fortessa Tableware Solutions, LLC		16 Jan 2020				88761957
FORTESSA	Fortessa Tableware Solutions, LLC	31 Jan 2001	03 Dec 2007	07 Apr 2009	07 Apr 2029	3603698	77342715
	Fortessa Tableware Solutions, LLC	31 Jan 2000	03 Dec 2007	28 Apr 2009	28 Apr 2029	3613319	77342718
FORTESSA	Fortessa Tableware Solutions, LLC	31 Jul 2002	13 Sep 2006	01 May 2007	01 May 2027	3237498	78973001
FORTESSA	Fortessa, Inc.	Jan, 2000	29 Dec 2000	16 Jul 2002	16 Jul 2022	2594039	76187678
	Fortessa Tableware Solutions, LLC		16 Aug 2019				88581609
	Fortessa Tableware Solutions, LLC		16 Jan 2020				88761940
LEADING THE WAY IN TABLEWARE	Fortessa Tableware Solutions, LLC	31 Jan 2000	03 Dec 2007	01 Dec 2009	01 Dec 2029	3719181	77342733
OCEANA	Fortessa, Inc.	11 May 2005	02 Jun 2005	09 May 2006	09 May 2026	3090308	78642028
SUPERWHITE	Fortessa Tableware Solutions, LLC	31 Jan 2004	03 Dec 2007	07 Apr 2009	07 Apr 2029	3603699	77342729
TECHNO CERAM	Fortessa Tableware Solutions, LLC	1 Jul 2008	08 Nov 2007	06 Oct 2009	06 Oct 2029	3693262	77325039
THE DIFFERENCE BETWEEN A MEAL & AN EXPERIENCE	Fortessa Tableware Solutions, LLC		28 Jan 2020				88775938
VITRALUXE	Fortessa, Inc.	31 Dec 2005	23 Jun 2006	29 May 2007	29 May 2027	3247130	78915334

SCHEDULE 2

(Copyright Collateral)

Title	Owner	Description	Jurisdiction	Registration Number	Registration Date	Status
BRISTOL BLUE (pattern H5/6872)	Fortessa Tableware Solutions, LLC	Design on porcelain plate	U.S. Federal	VA 855 116	12/4/1997	Registered
CHATEAU LOIRE GREEN	Fortessa Tableware Solutions, LLC	Design on porcelain plate	U.S. Federal	VA 855 118	12/4/1997	Registered
EVITA	Fortessa Tableware Solutions, LLC		U.S. Federal	VA 985 828	2/15/2000	Registered
MARRAKESH (service plate series 7621)	Fortessa Tableware Solutions, LLC	Designs on porcelain plates	U.S. Federal	VA 1 024 871	9/28/2000	Registered
MUG AT WORK	Fortessa Tableware Solutions, LLC		U.S. Federal	VA 859 624	6/6/1997	Registered
ST. REGIS	Fortessa Tableware Solutions, LLC	Design on porcelain plate	U.S. Federal	VA 855 117	12/4/1997	Registered
TAKE IT	Fortessa Tableware Solutions, LLC		U.S. Federal	VA 857 041	6/6/1997	Registered
TAKE IT	Fortessa Tableware Solutions, LLC	Product packaging	U.S. Federal	VA 859 631	6/6/1997	Registered

SCHEDULE 3

(Patent Collateral)

Title of Invention	Owner	Jurisdiction	Application Number	Filing Date	Patent Number	Issue Date / Expiration Date	Status
BOULLION CUP	Fortessa Tableware Solutions, LLC	U.S. Federal	29/259,401	5/8/2006	D562,638	02/26/2008 / 02/26/2022	Issued
COFFEE CUP	Fortessa Tableware Solutions, LLC	U.S. Federal	29/259,400	5/8/2006	D556,514	12/04/2007 / 12/4/2021	Issued
PLATE	Fortessa Tableware Solutions, LLC	U.S. Federal	29/259,400	5/8/2006	D559,626	01/15/2008 / 1/15/2022	Issued
SAUCER	Fortessa Tableware Solutions, LLC	U.S. Federal	29/259,387	5/8/2006	D560,439	01/29/2008 / 1/29/2022	Issued
SOUP BOWL	Fortessa Tableware Solutions, LLC	U.S. Federal	29/259,389	5/8/2006	D560,438	01/29/2008 / 1/29/2022	Issued