

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Murray Sales Inc.		04/16/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85460025		
Serial Number:	85684292	SPUD DUDE	
Serial Number:	87616587	JOIE	
Serial Number:	85981412		
Serial Number:	85183776		
Serial Number:	85183628		
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0340		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	04/16/2021		

CH \$165.00 85460025

Total Attachments: 6

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**CONFIRMATION OF SECURITY INTEREST AND HYPOTHEC
IN PATENTS AND TRADEMARKS**

This Confirmation of Security Interest and Hypothec is made as of April 16, 2021 by Murray Sales Inc. / Les Ventes Murray Inc., a Quebec corporation (the “**Grantor**”), to and in favour of JPMORGAN CHASE BANK, N.A., for itself and as administrative agent for the Secured Parties (as defined the Credit Agreement referenced below) (the “**Administrative Agent**”).

WHEREAS Evriholder Acquisition, Inc., a Delaware corporation, Evriholder Products, LLC, an Indiana limited liability company, Joie Holdings, Inc., a company incorporated and organized under the laws of Quebec, Joie Acquisition, Inc., a company incorporated and organized under the laws of Quebec, JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “**Administrative Agent**”) and the Lenders from time to time party thereto have entered into that certain Credit Agreement dated as of April 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS the Grantor has entered into a Deed of Hypothec governed by the laws of Quebec dated April 16, 2021 in favour of the Administrative Agent, as hypothecary representative (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Deed of Hypothec**”).

WHEREAS the Grantor is the owner of the patents and trademarks described in Schedule A and Schedule B hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Definitions.** In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement or the Deed of Hypothec, as applicable.
2. **Confirmation of Hypothec.** As security for the due payment and performance of its Secured Obligations, the Grantor confirms that pursuant to the Deed of Hypothec, it granted in favour of the Administrative Agent, as hypothecary representative, a hypothec on the universality of its present and future movable property, including, without limitation, the following:

- (a) (1) any and all patents and patent applications, including the foregoing listed on Schedule A; (2) all inventions and designs described and claimed therein; (3) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (4) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements and other violations thereof, including the right to settle suits involving claims and demands for royalties owing; (5) all rights to sue for past, present, and future infringements and other violations thereof; and (6) all rights corresponding to any of the foregoing throughout the world (the “**Patents**”);

- (b) (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule B, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the “**Trademarks**”);

3. **Grant of Security Interests.** As security for the due payment and performance of its Secured Obligations, the Grantor further confirms that pursuant to the Deed of Hypothec, the Grantor did, and hereby does, grant to the Administrative Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in all right, title and interest in, to and under the Patents and Trademarks. Notwithstanding anything to the contrary contained above, the security interest created herein shall not extend to Excluded Assets.

4. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the liens, hypothecs and security interests granted to the Administrative Agent pursuant to the Deed of Hypothec. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patents and Trademarks are more fully set forth in the Deed of Hypothec, the terms and provisions of which are hereby incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Deed of Hypothec, the terms of the Deed of Hypothec shall govern.

5. **Recordation.** The Grantor hereby authorizes and requests that the commissioner, registrar or any other applicable governmental officer of the Canadian Intellectual Property Office record this Agreement. The Grantor also hereby authorizes and requests that this Agreement be recorded with the United States Patent and Trademark Office.

6. **Termination.** Upon the occurrence of Payment in Full, this Confirmation of Security Interests and Hypothec shall automatically terminate and all rights to the Patents and Trademarks shall revert to the Grantor pursuant to the terms of the Deed of Hypothec. Upon such termination, the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien, security interest or hypothec in the Patents and Trademarks acquired under the Deed of Hypothec and this Confirmation of Security Interest and Hypothec.


7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. Notwithstanding the foregoing, if the laws of any other jurisdiction govern the validity or publication, attachment or perfection of the security interest on or in any Patents and Trademarks, the domestic laws of such jurisdiction shall govern those issues.

8. **Counterparts.** This Confirmation of Security Interest and Hypothec may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmation of Security Interest and Hypothec by telecopy, e-mailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof.

[signatures on the next following pages]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

MURRAY SALES INC.

By: 

Brian L. Peiser
President and Secretary

Confirmation re: Intellectual Property

TRADEMARK
REEL: 007258 FRAME: 0353




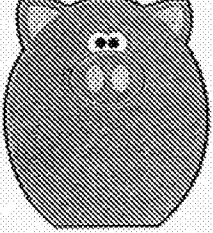
SCHEDULE A

PATENTS

PATENT NAME	JURISDICTION	ISSUE DATE	PATENT APPLICATION NUMBER	PATENT NUMBER
Decorative Food Cutter	US	Dec. 11, 2012	29/395,098	D672,213
Oven Pull Stick	US	May 12, 2012	29/372,820	D659,487
Avocado Container	US	Mar. 27, 2012	29//395,099	D656,366
Lemon container	US	Dec. 13, 2011	29/372,819	D650,245
Tomato container	US	Dec. 13, 2011	29/372,818	D650,244
Onion Container	US	Dec. 13, 2011	29/372,811	D650,243
Bag clip	US	May 17, 2011	29/349,521	D637,905
Vegetable Stretch Pod	US	Pending (Filed Oct. 31, 2019)	29/711,466	N/A
Vegetable Stretch Pod (Avocado shape)	UK	April 29, 2020	D3722GB	6088146
Vegetable Stretch Pod (Tomato and Onion shape)	UK	April 29, 2020	D3722GB	6088148
Vegetable Stretch Pod (Lemon shape)	UK	April 29, 2020	D3722GB	6088147
Vegetable Stretch Pod (industrial design)	CA	Pending	194944	N/A

SCHEDULE B

TRADEMARKS

TRADEMARK	JURISDICTION	REGISTRATION DATE	TRADEMARK APPLICATION NUMBER	TRADEMARK REGISTRATION NUMBER
	US	Sep. 1, 2015	85/460,025	4,804,321
Kitch Gadgets	CA	Dec 14 2009	1375890-00	TMA755273
Spud Dude	CA	Dec 17 2013	1588839-00	TMA867533
MSC	MX	March 15 2017	1740463	1732733
Spud Dude	US	April 30, 2013	85/684,292	4,327,348
Joie	US	Jan. 8, 2019	87/616,587	5,646,353
Joie	CA	March 31 2005	1209459-00	TMA636489
	US	April 29, 2014	85/981,412	4,523,452
	US	Aug 26 2014	85183776	4593151
	US	Jan 25 2012	85183628	4089798