

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUWAVE, LLC		08/11/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	FIRST MIDWEST BANK, as administrative agent		
Street Address:	8750 W. Bryn Mawr		
Internal Address:	Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	90342804	NUWAVE PRIMO	
Registration Number:	4704906	NUWAVE PRO PLUS INFRARED OVEN	
Registration Number:	4770030	ALSET	
Registration Number:	4879441	NUWAVE	
Registration Number:	4957289	OPTIFIT	
Registration Number:	4999220	NUTRI-MASTER	
Registration Number:	5065945	NUTRI-POT	
Registration Number:	5129544	BIO-GUARD	
Registration Number:	5196785	NUWAVE BRIO	
Registration Number:	4176420	FLAVOR LOCKERS	
Registration Number:	4180156	FLAVOR-LOCKERS	
Registration Number:	5397905	SURE LOCK	
Registration Number:	4119622	DURALON	
Registration Number:	5466128	MEDLEY	
Registration Number:	5466127	MOXIE	
Registration Number:	5466129	OLIO	
Registration Number:	5610532	EXP BOTANICALS	
Registration Number:	5750369	CRAFTYMINT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5765603	JUBILEE
Registration Number:	5900954	NUWAVE SPORTS
Registration Number:	5928954	AIRLESS BLENDING
Registration Number:	4426385	NUWAVE PIC
Registration Number:	5938500	BRUHUB
Registration Number:	5946135	NUWAVE DUET
Registration Number:	6034231	OXYPURE
Registration Number:	4488601	NUWAVE FLAVOR LOCKERS
Registration Number:	4511178	LIVE WELL FOR LESS
Registration Number:	4522340	LIVING WELL FOR LESS
Registration Number:	4645310	PIC
Registration Number:	6369484	BIO-GUARD
Registration Number:	6397339	NUWAVE BRAVO
Registration Number:	4698895	DURALON
Registration Number:	2826443	NU WAVE
Registration Number:	2841073	I-ROAST
Registration Number:	2304549	HEARTHWARE
Registration Number:	3802040	MORNINGWARE

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 44848.00.0017

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 08/27/2021

Total Attachments: 9

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Agreement”), dated as of August 11, 2021 by NUWAVE, LLC, an Illinois limited liability company (“Grantor”), in favor of **FIRST MIDWEST BANK**, an Illinois banking corporation, as administrative agent (in such capacity, “Administrative Agent”) for itself and the other Lenders (as defined below).

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with various financial institutions party thereto from time to time (the “Lenders”) and Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Administrative Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Lenders, a security interest in 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, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, “Trademarks”);
- (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 such 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 patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, "Patents");
- (5) each Patent license, including, without limitation, each Patent 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 such Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright, copyright registration and copyright applications referred to in Schedule 3 annexed hereto, together with any reissues, renewals, continuations or extensions thereof and all goodwill associated therewith (collectively, "Copyrights");
- (8) each Copyright license, including, without limitation, each Copyright 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 such Grantor against third parties for past, present or future infringement of any Copyright, including, without limitation, any Copyright referred to in Schedule 3 annexed hereto, any Copyright issued pursuant to a copyright application referred to in Schedule 3 and any Copyright licensed under any Copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[Signature pages follow]

Signature Page to Patent, Trademark and Copyright Security Agreement

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

GRANTOR:

NUWAVE, LLC, an Illinois limited liability company

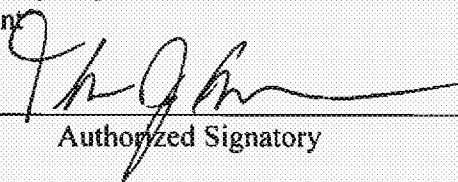
By: 

Jung S. Moon
President

Signature Page to Patent, Trademark and Copyright Security Agreement

Acknowledged:


FIRST MIDWEST BANK, an Illinois
banking corporation, as Administrative
Agent

By: 
Authorized Signatory


SCHEDULE 1
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Active US Trademarks

Trademark	App. Date	Appl. No.	Reg. Date	Reg. No.	Status
NUWAVE PRIMO	November 25, 2020	90342804			Pending Application, May 17, 2021 Office Status: Non-Final Action - Mailed
NUWAVE PRO PLUS INFRARED OVEN	December 5, 2013	86135757	March 17, 2015	4704906	Registered, March 17, 2015
ALSET	April 23, 2014	86260550	July 7, 2015	4770030	Registered, July 7, 2015
NUWAVE	August 29, 2014	86380747	January 5, 2016	4879441	Registered, January 5, 2016
OPTIFIT	April 28, 2015	86611798	May 10, 2016	4957289	Registered, May 10, 2016
NUTRI-MASTER	January 26, 2015	86514139	July 12, 2016	4999220	Registered, July 12, 2016
NUTRI-POT	January 15, 2016	86876414	October 18, 2016	5065945	Registered, October 18, 2016
BIO-GUARD	November 20, 2014	86459690	January 24, 2017	5129544	Registered, January 24, 2017
NUWAVE BRIO	February 17, 2016	86910650	May 2, 2017	5196785	Registered, May 2, 2017
FLAVOR LOCKERS and Design 	November 18, 2010	85179786	July 17, 2012	4176420	Registered, August 21, 2017 Office Status: Section 8 & 15-Accepted and Acknowledged
FLAVOR-LOCKERS	November 18, 2010	85180144	July 24, 2012	4180156	Registered, August 30, 2017 Office Status: Section 8 & 15-Accepted and Acknowledged

Trademark	App. Date	Appl. No.	Reg. Date	Reg. No.	Status
SURE LOCK	March 7, 2017	87361877	February 6, 2018	5397905	Registered, February 6, 2018
DURALON	April 6, 2011	85287721	March 27, 2012	4119622	Registered, March 27, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged
MEDLEY	May 22, 2017	87459147	May 8, 2018	5466128	Registered, May 8, 2018
MOXIE	May 22, 2017	87459142	May 8, 2018	5466127	Registered, May 8, 2018
OLIO	May 22, 2017	87459155	May 8, 2018	5466129	Registered, May 8, 2018
EXP BOTANICALS	March 20, 2018	87841630	November 20, 2018	5610532	Registered, November 20, 2018
CRAFTYMINT	September 18, 2018	88122221	May 14, 2019	5750369	Registered, May 14, 2019
JUBILEE	July 23, 2018	88048978	May 28, 2019	5765603	Registered, May 28, 2019
NUWAVE SPORTS	January 5, 2019	88250875	November 5, 2019	5900954	Registered, November 5, 2019
AIRLESS BLENDING	May 9, 2018	87914142	December 3, 2019	5928954	Registered, December 3, 2019
NUWAVE PIC	July 9, 2012	85672072	October 29, 2013	4426385	Registered, December 3, 2019 Office Status: Section 8 & 15-Accepted and Acknowledged
BRUHUB	June 30, 2017	87512290	December 17, 2019	5938500	Registered, December 17, 2019
NUWAVE DUET	March 14, 2019	88339572	December 24, 2019	5946135	Registered, December 24, 2019
OXYPURE	December 20, 2017	87728481	April 14, 2020	6034231	Registered, April 14, 2020

Trademark	App. Date	Appl. No.	Reg. Date	Reg. No.	Status
NUWAVE FLAVOR LOCKERS and Design 	August 2, 2013	86027695	February 25, 2014	4488601	Registered, April 21, 2020 Office Status: Partial Section 8 & 15 Accepted and Acknowledged
LIVE WELL FOR LESS	November 11, 2011	85470277	April 8, 2014	4511178	Registered, August 20, 2020 Office Status: Section 8 & 15-Accepted and Acknowledged
LIVING WELL FOR LESS	August 3, 2011	85388551	April 29, 2014	4522340	Registered, February 10, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged
PIC	June 16, 2014	86310842	November 25, 2014	4645310	Registered, February 27, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged
BIO-GUARD	September 16, 2020	90186019	June 1, 2021	6369484	Registered, June 1, 2021
NUWAVE BRAVO	September 24, 2019	88628627	June 22, 2021	6397339	Registered, June 22, 2021
DURALON	June 24, 2014	86318434	March 10, 2015	4698895	Registered, July 17, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged
NU WAVE	July 9, 2002	78142212	March 23, 2004	2826443	Renewed, March 28, 2014 Office Status: Registered and Renewed
I-ROAST	May 6, 2002	76404243	May 11, 2004	2841073	Renewed, September 5, 2014 Office Status: Registered and Renewed
HEARTHWARE	May 22, 1997	75296735	December 28, 1999	2304549	Renewed, February 10, 2020 Office Status: Registered and Renewed
MORNINGWARE	May 15, 2009	77738632	June 15, 2010	3802040	Renewed, August 11, 2020 Office Status: Registered and Renewed

SCHEDULE 2
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.

SCHEDULE 3
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

#	Owner	Full Title	Copyright Number	Date
1	NuWave, LLC	Owner Manual PIC 2.	TX0008352823	2013
2	NuWave, LLC	Owner Manual Precision Induction Cooktop Pro/Titanium.	TX0008353001	2014
3	NuWave, LLC	David Oland's Pressure Cooking with the NuWave Nutri-Pot.	TXu002080906	2017
4	Hearthware, Inc	NuWave PIC Infomercial	PA0001837794	2017
5	Nuwave, LLC	PIC copyright application for video & 2 other titles.	V9976D390	2019
6	IBC-HEARTHWARE, INC	NUWAVE OVEN INFOMERCIAL.	PA0001661054	2008
7	IBC-HEARTHWARE, INC.	WHIPTIDE INFOMERCIAL.	PA0001709937	2007
8	IBC- HEARTHWARE, INC.	WHIPTIDE INSTRUCTIONAL VIDEO.	PA0001709936	2007
9	HEARTHWARE, INC.	NU WAVE ELITE INFOMERCIAL.	PA0001833796	2012
10	HEARTHWARE, INC.	NUWAVE FLAVORLOCKERS "THE SOUND OF FRESHNESS".	PA0001857329	2013
11	HEARTHWARE, INC.	PN01.	PA0001837794	2012