

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortessa Tableware Solutions, LLC		07/12/2022	Limited Liability Company: VIRGINIA
Cloud Terre Studios, LLC		07/12/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6647069	F	
Registration Number:	6229868	THE DIFFERENCE BETWEEN A MEAL & AN EXPER	
Registration Number:	6229832	FORTESSA	
Registration Number:	6449675	FORTESSA TABLEWARE SOLUTIONS	
Registration Number:	4165807	FORTALITE	
Registration Number:	3237498	FORTESSA	
Registration Number:	3247130	VITRALUXE	
Registration Number:	3090308	OCEANA	
Registration Number:	3217024	ACCENTZ	
Registration Number:	3719181	LEADING THE WAY IN TABLEWARE	
Registration Number:	3613319	FORTESSA	
Registration Number:	3603699	SUPERWHITE	
Registration Number:	3613320	F	
Registration Number:	3603698	FORTESSA	
Registration Number:	3693262	TECHNOCERAM	
Registration Number:	3644511	D&V	

OP \$565.00 6647069

Property Type	Number	Word Mark
Registration Number:	2672923	FORTALUXE
Registration Number:	5302623	CLOUD TERRE STUDIO A FORTESSA TABLEWARE
Registration Number:	5302620	CLOUD TERRE
Registration Number:	5302622	CLOUD TERRE STUDIO
Registration Number:	5302621	CLOUD TERRE STUDIO
Registration Number:	5302619	CLOUD TERRE

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-22051)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-22051
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/12/2022

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 12th day of July, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among INTEGRUS HOLDINGS, INC., a corporation incorporated under the laws of the Commonwealth of Virginia (“Integrus”), FORTESSA TABLEWARE SOLUTIONS, LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (“Fortessa”), CLOUD TERRE STUDIOS, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (“Cloud”, together with Integrus, Fortessa and each other Person joined thereto as a borrower from time to time collectively, the “Borrowers” and, each a “Borrower” and each Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor” and together with the Borrowers, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions named therein or which hereafter become a party thereto as lenders (the “Lenders”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first-priority 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 (collectively, the “Intellectual Property Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names and mask works (collectively, the “Trademarks”), copyrights and copyright applications (collectively, “Copyrights”), patents and patent applications (collectively, the “Patents”), any Licenses for any of the foregoing (collectively, the “Licenses”), including those referred to on Schedule I hereto, and any licenses for and the associated goodwill in connection with any of the foregoing;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Copyright, Patent or License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Copyrights, Patents or Licenses, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks, Copyrights, Patents or Licenses. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks, Copyrights, Patents or Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Other Document refer to this Agreement or such Other Document, as the case

may be, as a whole and not to any particular provision of this Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


FORTESSA TABLEWARE SOLUTIONS, LLC,
a Virginia limited liability company

By: 

Name: Scott M. Hamberger

Title: Chief Executive Officer/President

CLOUD TERRE STUDIOS, LLC,
a Virginia limited liability company

By: 

Name: Scott M. Hamberger

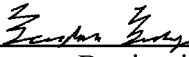
Title: Chief Executive Officer/President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007778 FRAME: 0945

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent




By: 
Name: Benjamin Berkey
Title: Vice President


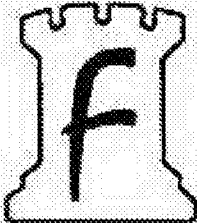



[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007778 FRAME: 0946

SCHEDULE I

Trademarks:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Fortessa Tableware Solutions, LLC	February 15, 2022	6647069
THE DIFFERENCE BETWEEN A MEAL & AN EXPERIENCE	USA	Fortessa Tableware Solutions, LLC	December 22, 2020	6229868
	USA	Fortessa Tableware Solutions, LLC	December 22, 2020	6229832
	USA	Fortessa Tableware Solutions, LLC	August 10, 2021	6449675
FORTALITE	USA	Fortessa Tableware Solutions, LLC	June 26, 2012	4165807
FORTESSA	USA	Fortessa Tableware Solutions, LLC	May 1, 2007	3237498
VITRALUXE	USA	Fortessa Tableware Solutions, LLC	May 29, 2007	3247130
OCEANA	USA	Fortessa Tableware Solutions, LLC	May 9, 2006	3090308
ACCENTZ	USA	Fortessa Tableware Solutions, LLC	March 13, 2007	3217024
LEADING THE WAY IN TABLEWARE	USA	Fortessa Tableware Solutions, LLC	December 1, 2009	3719181

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Fortessa Tableware Solutions, LLC	April 28, 2009	3613319
SUPERWHITE	USA	Fortessa Tableware Solutions, LLC	April 7, 2009	3603699
	USA	Fortessa Tableware Solutions, LLC	April 28, 2009	3613320
FORTESSA	USA	Fortessa Tableware Solutions, LLC	April 7, 2009	3603698
TECHNOCERAM	USA	Fortessa Tableware Solutions, LLC	October 6, 2009	3693262
D&V	USA	Fortessa Tableware Solutions, LLC	June 23, 2009	3644511
FORTALUXE	USA	Fortessa Tableware Solutions, LLC	January 7, 2003	2672923
	USA	Cloud Terre Studios, LLC	October 3, 2017	5302623
	USA	Cloud Terre Studios, LLC	October 3, 2017	5302620
	USA	Cloud Terre Studios, LLC	October 3, 2017	5302622
CLOUD TERRE STUDIO	USA	Cloud Terre	October 3, 2017	5302621

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
		Studios, LLC		
CLOUD TERRE	USA	Cloud Terre Studios, LLC	October 3, 2017	5302619

Patents:

Patent Name	Owner	Application No.	Date of Application	Date of Registration	Reg. No.
Bouillon Cup	Fortessa Tableware Solutions, LLC	29/259,401	5/8/2006	2/26/08	D562638
Saucer	Fortessa Tableware Solutions, LLC	29/259,387	5/8/2006	1/29/08	D560439
Soup Bowl	Fortessa Tableware Solutions, LLC	29/259,389	5/8/2006	1/29/08	D560438
Plate	Fortessa Tableware Solutions, LLC	29/259,384	5/8/2006	1/15/08	D559626
Coffee Cup	Fortessa Tableware Solutions, LLC	29/259,400	5/8/2006	12/4/07	D556514

Copyrights:

Copyright Title	Owner	Reg. No.	Date of Registration
BRISTOL BLUE (pattern H5/6872)	Fortessa Tableware Solutions, LLC	VA 855 116	12/4/1997
CHATEAU LOIRE GREEN	Fortessa Tableware Solutions, LLC	VA 855 118	12/4/1997
EVITA	Fortessa Tableware Solutions, LLC	VA 985 828	2/15/2000
MARRAKESH	Fortessa Tableware Solutions, LLC	VA 1 024 871	9/28/2000
MUG AT	Fortessa Tableware	VA 859 624	6/6/1997

WORK	Solutions, LLC		
ST. REGIS	Fortessa Tableware Solutions, LLC	VA 855 117	12/4/1997
TAKE IT	Fortessa Tableware Solutions, LLC	VA 857 041	6/6/1997
TAKE IT	Fortessa Tableware Solutions, LLC	VA 859 631	6/6/1997

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