

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Delfield Company LLC		07/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mediobanca - Banca Di Credito Finanziario S.p.A, as Security Agent		
Street Address:	Piazzetta E. Cuccia, 1		
City:	Milan		
State/Country:	ITALY		
Postal Code:	20121		
Entity Type:	Public Company Limited By Shares: ITALY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	88866131	FLEXIWELL	
Serial Number:	88426920	GREENGENIUS	
Serial Number:	88218175	ECOMARK	
Serial Number:	87724992	FRESH SOLUTIONS, FIT FOR YOU	
Serial Number:	87146459	COOLSCAPES	
Serial Number:	77968596	CONVOCHILL	
Serial Number:	77471449	FLEXISHIELD	
Serial Number:	77031634	VERSA DRAWER	
Serial Number:	78941887	E-CHEF	
Serial Number:	76562388	DELFIELD	
Serial Number:	76275973	MARK 7 CUSTOM SYSTEMS	
Serial Number:	76245373	DELRITE	
Serial Number:	76245374	LIQUITEC	
Serial Number:	76231421	SHELLEYSSTEEL	
Serial Number:	74017023	SPECIFICATION LINE	
Serial Number:	73815211	SHELLEYGLAS	
Serial Number:	72254573	SHELLEYMATIC	
CORRESPONDENCE DATA			

CH \$440.00 88866131

Fax Number: 2127514864

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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	028878-0258
--------------------------------	-------------

NAME OF SUBMITTER:	Angela M. Amaru
---------------------------	-----------------

SIGNATURE:	/s/ Angela M. Amaru
-------------------	---------------------

DATE SIGNED:	07/28/2022
---------------------	------------

Total Attachments: 8

source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page1.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page2.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page3.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page4.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page5.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page6.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page7.tif
source=Ascend - Trademark Security Agreement - Wellbilt - Executed #page8.tif

“To:

The Delfield Company LLC

101 Corporate Woods Parkway

Vernon Hills, Illinois 60061, U.S.A.

as Grantor

Frymaster L.L.C.

101 Corporate Woods Parkway

Vernon Hills, Illinois 60061, U.S.A.

as Grantor

28 July 2022

Project Ascend – Trademark Security Agreement (Welbilt Entities)

Dear Sirs,

Following our recent negotiations, we agree and confirm that, by our execution of this letter, we will be deemed to be a party to the attached agreement in the capacity contemplated in the attached agreement for all purposes thereunder and, subject to your acceptance of our offer below, we hereby assume and agree that we shall have all of the obligations of such party thereunder.

We hereby propose and offer to you to enter into the attached agreement in the capacity(ies) contemplated therein by reproducing a copy of this proposal in a separate letter and returning to us such copy signed by your authorized representatives as evidence of your acceptance.

The governing law, jurisdiction and waiver of jury trial provisions of the attached agreement shall apply to this letter and are incorporated herein by reference, *mutatis mutandis*.

* * *

[Remainder of the page intentionally left blank]

**NOTICE OF GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Notice”), dated as of July 28, 2022, is entered into by **FRYMASTER L.L.C.**, a Louisiana limited liability company, and **THE DELFIELD COMPANY LLC**, a Delaware limited liability company (each, a “Grantor”), in favor of **MEDIOBANCA – BANCA DI CREDITO FINANZIARIO S.P.A.**, as Security Agent under the Intercreditor Agreement (in such capacity, the “Security Agent”).

WHEREAS, each Grantor is party to that certain US Collateral Agreement, dated as of July 22, 2022 (the “Collateral Agreement”) in favor of the Security Agent pursuant to which each Grantor granted to the Security Agent, a security interest in and to its Intellectual Property (excluding Excluded Collateral), including the Trademarks set forth on Schedule A (“the “Security Interest”);

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Security Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and subject to the terms and conditions of the Collateral Agreement, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Notice have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to (i) each such Grantor’s Trademarks, including the Trademarks set forth on Schedule A, (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all Proceeds and damages therefrom and (iii) to the extent not otherwise included, all Proceeds and products of same and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Section 3. Collateral Agreement. The Security Interest granted pursuant to this Notice has been granted in conjunction with the Security Interest granted to the Security Agent for the benefit of the Secured Parties under the Collateral Agreement. The rights and remedies of the Security Agent with respect to the Security Interest granted herein are as set forth more fully in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Notice are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Governing Law. THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 5. Counterparts. This Notice or any acceptance letter to which this Notice is attached may be executed by one or more of the parties to this Notice on any number of separate

counterparts (including by telecopy or electronic (i.e., "pdf") transmission), and all of said counterparts and acceptance letters taken together shall be deemed to constitute one and the same instrument binding the parties hereto and to each such acceptance letter in their applicable capacities. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Notice or an acceptance letter shall be effective as delivery of an original executed counterpart of this Notice. The words "execution," "execute", "signed," "signature," and words of like import in this Notice or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Security Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission. Notwithstanding anything to the contrary, the parties agree that any person which executes an acceptance letter with respect to this Notice or any other Loan Document shall thereby become a party hereto or to such other Loan Document, as applicable, and this Notice and each other Loan Document accepted by such party pursuant to an acceptance letter shall be binding on such party, in each case to the same extent as if such party executed a counterpart hereof or of such other Loan Document.


[Remainder of this page intentionally left blank; signature page follows]


* * *

If you agree that the foregoing proposal represents an accurate and fair reproduction of our understandings, please reproduce a copy of this proposal in a separate letter and return to us such copy signed by your authorized representatives as evidence of your acceptance.

Yours sincerely,

Mediobanca – Banca di Credito Finanziario S.p.A.
as Security Agent

By: 
Name: STEFANO PECEULLI
Title: AUTHORIZED SIGNATORY

By: 
Name: DAVIDE ALTAVANO
Title: AUTHORIZED SIGNATORY


[Signature page to the Project Ascend – Trademark Security Agreement]

* * *

We hereby accept your proposal above.

Frymaster L.L.C.

as Grantor

By: 

Name: Bradford Willis

Title: CFO, Treasurer and Secretary

[Signature page to the Project Ascend – Trademark Security Agreement]

TRADEMARK
REEL: 007805 FRAME: 0195

* * *

We hereby accept your proposal above.

The Delfield Company LLC

as Grantor

By: 

Name: Bradford Willis

Title: CFO, Treasurer and Secretary

[Signature page to the Project Ascend – Trademark Security Agreement]

TRADEMARK
REEL: 007805 FRAME: 0196

SCHEDULE A

TRADEMARKS

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
FRYMASTER L.L.C.	YOUR GROWTH IS OUR GOAL	87725045	18-DEC-2017	5723262	09-APR-2019
FRYMASTER L.L.C.	DEAN	76320681	03-OCT-2001	2591488	09-JUL-2002
FRYMASTER LLC	FILTERQUICK	86062466	12-SEP-2013	4626089	21-OCT-2014
FRYMASTER LLC	SMART4U	77142387	28-MAR-2007	3406321	01-APR-2008
FRYMASTER LLC	OIL ATTENDANT	77142633	28-MAR-2007	3573205	10-FEB-2009
FRYMASTER LLC	FOOTPRINT BY FRYMASTER PRO SERIES	76323963	10-OCT-2001	2823808	16-MAR-2004
FRYMASTER LLC	FRYMASTER	73291676	02-JAN-1981	1186591	19-JAN-1982
FRYMASTER LLC	MASTER JET	72167814	30-APR-1963	763951	28-JAN-1964
THE DELFIELD COMPANY LLC	FLEXIWELL	88866131	09-APR-2020	6374189	01-JUN-2021
THE DELFIELD COMPANY LLC	GREENGENIUS	88426920	13-MAY-2019	6471508	31-AUG-2021
THE DELFIELD COMPANY LLC	ECOMARK	88218175	05-DEC-2018	5841276	20-AUG-2019
THE DELFIELD COMPANY LLC	FRESH SOLUTIONS, FIT FOR YOU	87724992	18-DEC-2017	5903862	05-NOV-2019
THE DELFIELD COMPANY LLC	COOLSCAPES	87146459	22-AUG-2016	5197466	02-MAY-2017
THE DELFIELD COMPANY LLC	CONVOCHILL	77968596	25-MAR-2010	3870042	02-NOV-2010
THE DELFIELD COMPANY LLC	FLEXISHIELD	77471449	12-MAY-2008	3747425	09-FEB-2010
THE DELFIELD COMPANY LLC	VERSA DRAWER	77031634	28-OCT-2006	3325470	30-OCT-2007
THE DELFIELD COMPANY LLC	E-CHEF	78941887	01-AUG-2006	3442963	03-JUN-2008
THE DELFIELD COMPANY LLC	DELFIELD	76562388	01-DEC-2003	2982655	09-AUG-2005
THE DELFIELD COMPANY LLC	MARK 7 CUSTOM SYSTEMS	76275973	23-JUN-2001	2573485	28-MAY-2002
THE DELFIELD COMPANY LLC	DELRITE	76245373	30-MAR-2001	2563590	23-APR-2002
THE DELFIELD COMPANY LLC	LIQUITEC	76245374	30-MAR-2001	2637051	15-OCT-2002

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
THE DELFIELD COMPANY LLC	SHELLEYSTEEL	76231421	23-MAR-2001	2569829	14-MAY-2002
THE DELFIELD COMPANY LLC	SPECIFICATION LINE	74017023	08-JAN-1990	1639355	26-MAR-1991
THE DELFIELD COMPANY LLC	SHELLEYGLAS	73815211	27-JUL-1989	1619918	30-OCT-1990
THE DELFIELD COMPANY LLC	SHELLEYMATIC	72254573	16-SEP-1966	839534	28-NOV-1967