

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weber-Stephen Products LLC		10/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1415 South Roselle Road
City:	Palatine
State/Country:	ILLINOIS
Postal Code:	60067
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Registration Number:	2593233	MATCHLESS FLAME
Registration Number:	3834455	
Registration Number:	2116125	1-800-GRILL-OUT
Registration Number:	3295376	AFFINITY
Registration Number:	2015543	BAR-B-KETTLE
Registration Number:	3409764	CHAR Q
Registration Number:	1505723	CROSSOVER
Registration Number:	1220753	DUCANE
Registration Number:	2622214	DUCANE STAINLESS
Registration Number:	1295535	FIRESPICE
Registration Number:	1457336	FLAVORIZER
Registration Number:	1457335	GENESIS
Registration Number:	1439888	GO-ANYWHERE
Registration Number:	2056902	GRILL OUT
Registration Number:	2010191	JUMBO JOE
Registration Number:	1481521	
Registration Number:	1478530	
Registration Number:	1481520	
Registration Number:	1479505	

CH \$2465.00 2593233

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1466756	
Registration Number:	2540281	
Registration Number:	2540282	
Registration Number:	2008679	MASTER-TOUCH
Registration Number:	2455656	MERIDIAN
Registration Number:	3757343	ON THE GRILL
Registration Number:	1399307	ONE-TOUCH
Registration Number:	1711501	PERFORMER
Registration Number:	2125120	PLATINUM
Registration Number:	3452564	Q
Registration Number:	3064060	
Registration Number:	2534195	RANCH
Registration Number:	1906439	RAPIDFIRE
Registration Number:	3525039	SEAR STATION
Registration Number:	1200332	SMOKEY JOE
Registration Number:	2904060	SMOKEY JOE
Registration Number:	2012002	SPIRIT
Registration Number:	3813460	SUMMIT
Registration Number:	2010190	TUCK-N-CARRY
Registration Number:	2610593	VIELUXE
Registration Number:	811229	WEBER
Registration Number:	1355911	WEBER
Registration Number:	1464197	WEBER
Registration Number:	1467739	WEBER
Registration Number:	2614725	WEBER
Registration Number:	2875981	WEBER
Registration Number:	2575932	WEBER GRILL
Registration Number:	2809727	WWW.WEBER.COM
Registration Number:	3987743	
Registration Number:	4415012	
Registration Number:	4378010	
Registration Number:	4475293	GRILL OUT
Registration Number:	4561319	ELEVATIONS
Registration Number:	4943052	ORIGINAL KETTLE
Registration Number:	4915501	GOURMET BBQ SYSTEM
Registration Number:	4912096	GBS
Registration Number:	5084918	GRILL ACADEMY
Registration Number:	5089249	GRILL ACADEMY

Property Type	Number	Word Mark
Registration Number:	5214865	GS4
Registration Number:	5219421	GENESIS II
Registration Number:	4053452	IGRILL
Registration Number:	5001527	IGRILL
Registration Number:	5164145	IGRILL MINI
Registration Number:	5196919	WEBER GS4 HIGH PERFORMANCE
Registration Number:	5556456	WEBER
Registration Number:	5188321	NO HASSLE, JUST HAPPINESS
Registration Number:	5481815	INFINITY
Registration Number:	5347627	
Registration Number:	5492986	WEBER
Registration Number:	5402996	SNAPCHECK
Registration Number:	5593521	WEBER
Registration Number:	5584030	WEBER
Registration Number:	5593522	WEBER
Registration Number:	5593523	WEBER
Registration Number:	5992388	SMOKEFIRE
Registration Number:	6055009	SMOKEFIRE
Registration Number:	5992592	SMOKEFIRE
Registration Number:	6131676	FLAVOR ABOVE ALL
Serial Number:	88678927	RESPONSIVE INCLINE DRIVE ENGINE
Serial Number:	88582452	GRILL 'N GO
Serial Number:	88559664	WEBER CONNECT
Serial Number:	88555320	DISCOVER WHAT'S POSSIBLE
Serial Number:	88555305	DISCOVER WHAT'S POSSIBLE
Serial Number:	88555271	DISCOVER WHAT'S POSSIBLE
Serial Number:	88555254	DISCOVER WHAT'S POSSIBLE
Serial Number:	88555227	DISCOVER WHAT'S POSSIBLE
Serial Number:	88476651	WEBER CONNECT
Serial Number:	88334367	WEBER CONNECT
Serial Number:	87276066	PULSE
Serial Number:	90208353	WEBER
Serial Number:	90201195	RAPIDFIRE
Serial Number:	88880424	WEBER
Serial Number:	86981849	JUNE
Serial Number:	86650409	JUNE
Serial Number:	86981834	JUNE
Serial Number:	86981847	JUNE

Property Type	Number	Word Mark
Serial Number:	75284722	OPEN FLAME ROTISSING
Serial Number:	72210625	WEBER
Serial Number:	73606387	SEAR GRID

CORRESPONDENCE DATA

Fax Number:

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Jason Greenberg c/o Fried Frank et al
Address Line 1: 1 New York Plaza
Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033748-00138
NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/Jason Greenberg/
DATE SIGNED:	08/22/2022

Total Attachments: 8
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 30, 2020 (this “*Notice*”), made by WEBER-STEPHEN PRODUCTS LLC (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Pledgor, each Subsidiary of the Pledgor from time to time party thereto and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute

but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND SECTION 51402).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day first written above.

WEBER-STEPHEN PRODUCTS LLC

By: 
Name: William J. Horton
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Elizabeth Uribe

Title: Assistant Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Weber-Stephen Products LLC

Trademark Registrations and Applications

Mark	Reg. No.	Serial No.	Owner of Record
MATCHLESS FLAME	2593233	76/195362	Weber-Stephen Products LLC
1/2 KETTLE WITH FLAME	3834455	77/907082	Weber-Stephen Products LLC
1-800-GRILL-OUT	2116125	75/201944	Weber-Stephen Products LLC
AFFINITY	3295376	78/772193	Weber-Stephen Products LLC
BAR-B-KETTLE	2015543	75/027252	Weber-Stephen Products LLC
CHAR Q	3409764	77/009755	Weber-Stephen Products LLC
CROSSOVER	1505723	73/681600	Weber-Stephen Products LLC
DUCANE	1220753	73/341773	Weber-Stephen Products LLC
DUCANE STAINLESS	2622214	76/255967	Weber-Stephen Products LLC
FIRESPICE	1295535	73/450534	Weber-Stephen Products LLC
FLAVORIZER	1457336	73/650319	Weber-Stephen Products LLC
GENESIS	1457335	73/650318	Weber-Stephen Products LLC
GO-ANYWHERE	1439888	73/624937	Weber-Stephen Products LLC
GRILL OUT	2056902	75/020171	Weber-Stephen Products LLC
JUMBO JOE	2010191	75/027444	Weber-Stephen Products LLC
KETTLE CONFIGURATION	1481521	73/236009	Weber-Stephen Products LLC
KETTLE CONFIGURATION	1478530	73/236085	Weber-Stephen Products LLC
KETTLE SILHOUETTE	1481520	73/181226	Weber-Stephen Products LLC
KETTLE SILHOUETTE	1479505	73/235214	Weber-Stephen Products LLC
KETTLE SILHOUETTE	1466756	73/652625	Weber-Stephen Products LLC
KETTLE SILHOUETTE	2540281	76/245074	Weber-Stephen Products LLC
KETTLE SILHOUETTE	2540282	76/245290	Weber-Stephen Products LLC
MASTER-TOUCH	2008679	75/027257	Weber-Stephen Products LLC
MERIDIAN	2455656	75/350605	Weber-Stephen Products LLC
ON THE GRILL	3757343	77/789908	Weber-Stephen Products LLC

ONE-TOUCH	1399307	73/538984	Weber-Stephen Products LLC
PERFORMER	1711501	74/233634	Weber-Stephen Products LLC
PLATINUM	2125120	75/148695	Weber-Stephen Products LLC
Q	3452564	77/246258	Weber-Stephen Products LLC
Q LOGO	3064060	76/449636	Weber-Stephen Products LLC
RANCH	2534195	76/252167	Weber-Stephen Products LLC
RAPIDFIRE	1906439	74/416173	Weber-Stephen Products LLC
SEAR STATION	3525039	77/196520	Weber-Stephen Products LLC
SMOKEY JOE	1200332	73/263542	Weber-Stephen Products LLC
SMOKEY JOE	2904060	76/244974	Weber-Stephen Products LLC
SPIRIT	2012002	75/027447	Weber-Stephen Products LLC
SUMMIT	3813460	77/844691	Weber-Stephen Products LLC
TUCK-N-CARRY	2010190	75/027443	Weber-Stephen Products LLC
VIELUXE	2610593	76/194625	Weber-Stephen Products LLC
WEBER	811229	72/210625	Weber-Stephen Products LLC
WEBER	1355911	73/475554	Weber-Stephen Products LLC
WEBER	1464197	73/621105	Weber-Stephen Products LLC
WEBER	1467739	73/652621	Weber-Stephen Products LLC
WEBER	2614725	76/244810	Weber-Stephen Products LLC
WEBER	2875981	76/244973	Weber-Stephen Products LLC
WEBER GRILL & KETTLE	2575932	76/261663	Weber-Stephen Products LLC
<u>WWW.WEBER.COM</u>	2809727	76/269557	Weber-Stephen Products LLC
Q CONFIGURATION	3987743	77/917303	Weber-Stephen Products LLC
BBQ GRILL SILHOUETTE	4415012	76/711560	Weber-Stephen Products LLC
BBQ GRILL SILHOUETTE	4378010	76/711565	Weber-Stephen Products LLC
GRILL OUT	4475293	86/001172	Weber-Stephen Products LLC
ELEVATIONS	4561319	85/947776	Weber-Stephen Products LLC
ORIGINAL KETTLE	4943052	76/716822	Weber-Stephen Products LLC
GOURMET BBQ SYSTEM	4915501	86/472894	Weber-Stephen Products LLC
GBS	4912096	86/472838	Weber-Stephen Products LLC
GRILL ACADEMY	5084918	86/770343	Weber-Stephen Products LLC
GRILL ACADEMY LOGO	5089249	86/772486	Weber-Stephen Products LLC
GS4	5214865	86/894042	Weber-Stephen Products LLC

GENESIS II	5219421	86/906251	Weber-Stephen Products LLC
iGrill	4053452	77/754154	Weber-Stephen Products LLC
IGRILL	5001527	86/694206	Weber-Stephen Products LLC
IGRILL MINI	5164145	86/908156	Weber-Stephen Products LLC
WEBER GS4 HIGH PERFORMANCE LOGO	5196919	86/938681	Weber-Stephen Products LLC
WEBER	5556456	87/287952	Weber-Stephen Products LLC
NO HASSLE, JUST HAPPINESS	5188321	87/052125	Weber-Stephen Products LLC
INFINITY	5481815	87/178674	Weber-Stephen Products LLC
KETTLE SILHOUETTE	5347627	87/224803	Weber-Stephen Products LLC
WEBER	5492986	87/222951	Weber-Stephen Products LLC
SNAPCHECK	5402996	87/288065	Weber-Stephen Products LLC
WEBER	5593521	87/638081	Weber-Stephen Products LLC
WEBER	5584030	87/638144	Weber-Stephen Products LLC
WEBER	5593522	87/638241	Weber-Stephen Products LLC
WEBER	5593523	87/638292	Weber-Stephen Products LLC
SMOKEFIRE	5992388	88/264,197	Weber-Stephen Products LLC
SMOKEFIRE	6055009	88/528,050	Weber-Stephen Products LLC
SMOKEFIRE LOGO	5992592	88/398,830	Weber-Stephen Products LLC
FLAVOR ABOVE ALL	6131676	88/528,068	Weber-Stephen Products LLC
RESPONSIVE INCLINE DRIVE ENGINE		88/678927	Weber-Stephen Products LLC
GRILL 'N GO		88/582452	Weber-Stephen Products LLC
WEBER CONNECT and Design		88/559664	Weber-Stephen Products LLC
DISCOVER WHAT'S POSSIBLE		88/555320	Weber-Stephen Products LLC
DISCOVER WHAT'S POSSIBLE		88/555305	Weber-Stephen Products LLC
DISCOVER WHAT'S POSSIBLE	6131728	88/555271	Weber-Stephen Products LLC
DISCOVER WHAT'S POSSIBLE		88/555254	Weber-Stephen Products LLC
DISCOVER WHAT'S POSSIBLE		88/555227	Weber-Stephen Products LLC
WEBER CONNECT		88/476651	Weber-Stephen Products LLC
WEBER CONNECT		88/334367	Weber-Stephen Products LLC
PULSE		87/276066	Weber-Stephen Products LLC
WEBER		90/208353	Weber-Stephen Products LLC
RAPIDFIRE		90/201195	Weber-Stephen Products LLC

WEBER		88/880424	Weber-Stephen Products LLC
JUNE	5188152	86981849	Weber-Stephen Products LLC
JUNE	5715730	86650409	Weber-Stephen Products LLC
JUNE	5188147	86981834	Weber-Stephen Products LLC
JUNE	5188150	86981847	Weber-Stephen Products LLC
OPEN FLAME ROTISSING	2227231	75284722	Weber-Stephen Products LLC
WEBER	0811229	72210625	Weber-Stephen Products LLC
SEAR GRID	1542078	73606387	Weber-Stephen Products LLC