

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEAM INTERNATIONAL GROUP OF AMERICA, INC.		10/05/2022	Corporation:
KALORIK, LLC		10/05/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pathward, National Association		
Street Address:	5480 Corporate Drive		
Internal Address:	Ste. 350		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	National Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	90603980	MIGHTY PAN	
Registration Number:	6661107	CHOP 21	
Registration Number:	6835616	SMOKELESS SEAR	
Registration Number:	6630056	HUVI	
Serial Number:	88958652	KALORIK	
Registration Number:	6503436	KALORIK	
Registration Number:	6092650	THE MAXX	
Registration Number:	6092649	MAXX	
Registration Number:	6070644	BARTISTA	
Registration Number:	5783379	HAUS	
Registration Number:	5442806	KALORIK	
Registration Number:	5656519	CALORIC	
Registration Number:	5454630	HAUS	
Registration Number:	5355696	BEAU	
Registration Number:	5097048	HAUS	
Registration Number:	5052084	KALORIK	
Serial Number:	97350059	THE ONE PAN	

OP \$465.00 90603980

Property Type	Number	Word Mark
Registration Number:	6666927	KALORIK

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: 6163361058
Email: cmitchell@dickinsonwright.com
Correspondent Name: Christopher A. Mitchell
Address Line 1: 350 S. Main Street
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	47832-273
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL
SIGNATURE:	/CHRISTOPHER A.MITCHELL/
DATE SIGNED:	10/12/2022

Total Attachments: 10

- source=4866-7424-7480 v1 Intellectual Property Security Agreement for Filing - Team International 4862-8621-7268 v.5#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (RECORDING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (RECORDING) ("**IP Security Agreement**"), dated as of October 5, 2022, is made by the parties listed on the signature page hereof (collectively, the "**Grantors**") in favor of **Pathward, National Association** (the "**Lender**").

Grantors and certain affiliates of Grantors have entered into a Loan Agreement dated on or about the date hereof (the "**Loan Agreement**"), with the Lender.

As a condition precedent to the making of loans by the Lender under the Loan Agreement, Grantors and Lender entered into that certain Intellectual Property Security Agreement dated on or about the date hereof (the "**Comprehensive IP Security Agreement**"), and together with the Loan Agreement, the "**Security Agreements**").

Under the terms of the Security Agreements, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "**Patents**");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Lender. Upon Lender's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Lender's interest in all IP Collateral

3. New or Newly Identified IP Collateral. If any Grantor (i) becomes aware of any existing IP Collateral of which such Grantor has not previously informed Lender, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor must give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Security Agreements and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

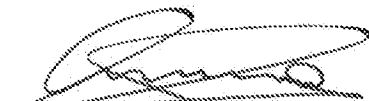
5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

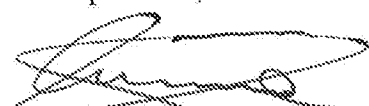
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEAM INTERNATIONAL GROUP OF AMERICA, INC.,
a Florida corporation

By: 
Daniel Murad, Treasurer

KALORIK, LLC,
a Florida limited liability company

By: Team International Group of America, Inc.,
a Florida corporation, its sole member

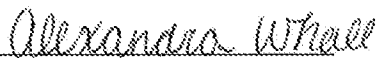
By: 
Daniel Murad, Treasurer

Address for Notices:

Team International Group of America, Inc.
Kalorik, LLC
16175 NW 49th Ave.
Miami Gardens, FL 33014

AGREED TO AND ACCEPTED:

PATHWARD, NATIONAL ASSOCIATION

By: 
Print Name: Alexandra Whall
Title: AWP

Address for Notices:

Pathward, National Association
5480 Corporate Drive, Ste. 350
Troy, Michigan 48098

SCHEDULES

SCHEDULE 1 – PATENTS

USA PATENTS

Grantor	Application Patent No.	Filing / Issue Date	Title
Team International Group of America, Inc.	16/423,243 10,575,679	May 28, 2019 Mar 3, 2020	AIR OR DEEP FRYER
Team International Group of America, Inc.	15/470,977 9,924,830	Mar 28, 2017 Mar 27, 2018	COUNTERTOP COOKING APPLIANCE
Team International Group of America, Inc.	29/624,769 D831404	Nov 3, 2017 Oct 23, 2018	COUNTERTOP COOKING APPLIANCE
Team International Group of America, Inc.	16/848,019 10,881,246	Apr 14, 2020 Jan 5, 2021	GAS AIR FRYER
Team International Group of America, Inc.	16/953,209 11,058,256	Nov 19, 2020 Jul 13, 2021	OUTDOOR AIR FRYER
Team International Group of America, Inc.	17/176,838 11,175,048	Feb 16, 2021 Nov 16, 2021	COOKING APPLIANCE
Team International Group of America, Inc.	29/715,055 D924,615	Nov 27, 2019 Jul 13, 2021	FRENCH DOOR OVEN
Team International Group of America, Inc.	16/387,604 10,638,882	Apr. 18, 2019 May 05, 2020	GAS AIR FRYER
Team International Group of America, Inc.	15/712,229 10,499,770	Sep. 22, 2017 Dec. 10, 2019	ELECTRIC FRYER
Team International Group of America, Inc.	29/641,090 D859,909	Mar. 20, 2018 Sep. 17, 2019	EGG COOKING TRAY
Team International Group of America, Inc.	15/444,166 9,770,132	Feb. 27, 2017 Sep. 26, 2017	ELECTRIC FRYER
Team International Group of America, Inc.	29/795,191 D953,793	Jun. 17, 2021 Jun. 07, 2022	FRENCH DOOR OVEN
Team International Group of America, Inc.	17/389,225	Jul 29, 2021	DUAL COOKING APPLIANCE
Team International Group of America, Inc.	17/458,530	Aug 26, 2021	GERMICIDAL FLOOR CLEANER
Team International Group of America, Inc.	17/518,876	Nov 4, 2021	COOKING APPLIANCE
Team International Group of America, Inc.	17/567,535	Jan 3, 2022	COOKING APPLIANCE
Team International Group of America, Inc.	17/679,528	Feb. 24, 2020	DUAL COOKING APPLIANCE
Team International Group of America, Inc.	63/295,925	Jan. 2, 2022	PIZZA OVEN LID
Team International Group of America, Inc.	29/816,765	Nov. 24, 2021	SURFACE GROOVES FOR KNIFE BLADE
Team International Group of America, Inc.	17/954513	Sep. 28, 2022	DUAL COOKING APPLIANCE

CANADA PATENTS

Grantor	Application Patent No.	Filing / Issue Date	Title
Team International Group of America, Inc.	3042481 3042481	May 07, 2019 Oct. 27, 2020	GAS AIR FRYER
Team International Group of America, Inc.	3140703	Nov. 30, 2021	COOKING APPLIANCE
Team International Group of America, Inc.	3081213	May 22, 2020	GAS AIR FRYER
Team International Group of America, Inc.	3043824	May 21, 2020	COFFEE MAKER AND FROTHER
Team International Group of America, Inc.	3128980	Aug. 16, 2022	COOKING APPLIANCE
Team International Group of America, Inc.	3013512	Aug, 07, 2018	WEATHER-RESISTANT ELECTRICAL CONNECTOR
Team International Group of America, Inc.	2963647 2963647	Apr. 10, 2017 Dec. 08, 2020	ELECTRIC FRYER
Team International Group of America, Inc.	180,635	Apr. 6, 2018	Egg Cooking Tray

EUROPE PATENTS

Grantor	Application Patent No.	Filing / Issue Date	Title
Team International Group of America, Inc.	21194002.8	31-Aug-21	COOKING APPLIANCE
Team International Group of America, Inc.	20182342.4	25-Jun-20	GAS AIRFRYER
Team International Group of America, Inc.	19179112.8	7-Jun-19	GAS AIRFRYER
Team International Group of America, Inc.	17205117.9	4-Dec-17	ELECTRIC FRYER

CHINA PATENTS

Grantor	Application Patent No.	Filing / Issue Date	Title
Team International Group of America, Inc.	202122934001.1	26-Nov-21	GERMICIDAL FLOOR CLEANER
Team International Group of America, Inc.	202111423275.2	26-Nov-21	GERMICIDAL FLOOR CLEANER
Team International Group of America, Inc.	202030005959.0	6-Jan-20	COOKING APPLIANCE
Team International Group of America, Inc.	202123339633.X	28-Dec-21	COOKING APPLIANCE
Team International Group of America, Inc.	202110232400.5	1-Mar-21	COOKING APPLIANCE
Team International Group of America, Inc.	202023268671.6	29-Dec-20	OUTDOOR COOKER
Team International Group of America, Inc.	202010967343.0	15-Sep-20	GAS AIRFRYER
Team International Group of America, Inc.	201910501305.3	11-Jun-19	GAS AIRFRYER
Team International Group of America, Inc.	201910514461.3	14-Jun-19	COFFEE MAKER AND FROTHER
Team International Group of America, Inc.	201811621259.2	28-Dec-18	MULTI-BLADE IMMERSION STIRRER
Team International Group of America, Inc.	201811136431.5	28-Sep-18	WEATHER-RESISTANT ELECTRICAL CONNECTOR
Team International Group of America, Inc.	201830182388.0	27-Apr-18	EGG COOKING TRAY
Team International Group of America, Inc.	201710384612.9	26-May-17	COUNTERTOP COOKING APPLIANCE

SCHEDULE 2 – TRADEMARKS

US TRADEMARKS

Grantor	Mark	Registration No.	Serial No.
Team International Group of America, Inc.	MIGHTY PAN		90603980
Team International Group of America, Inc.	CHOP 21	6661107	90316083
Team International Group of America, Inc.	SMOKELESS SEAR	6835616	90703977
Team International Group of America, Inc.	HUVI	6630056	90107097
Team International Group of America, Inc.	KALORIK		88958652
Team International Group of America, Inc.	KALORIK	6503436	88982387
Team International Group of America, Inc.	THE MAXX	6092650	88646813
Team International Group of America, Inc.	MAXX	6092649	88646790
Team International Group of America, Inc.	BARTISTA	6070644	88382095
Team International Group of America, Inc.	HAUS	5783379	87980853
Team International Group of America, Inc.	KALORIK	5442806	87579050
Team International Group of America, Inc.	CALORIC	5656519	87401661
Team International Group of America, Inc.	HAUS (DESIGN)	5454630	87333215
Team International Group of America, Inc.	BEAU (DESIGN)	5355696	86905845
Team International Group of America, Inc.	HAUS (DESIGN)	5097048	86849741
Team International Group of America, Inc.	KALORIK (& Design)	5052084	85664850
Team International Group of America, Inc.	KALORIK (DESIGN)	3382035	79014218
Team International Group of America, Inc.	THE ONE PAN (& Design)		97350059
Team International Group of America, Inc.	KALORIK	6666927	97064498

FOREIGN TRADEMARKS

Grantor	Country	Mark	Registration No.
Team International Group of America, Inc.	Israel	KALORIK (DESIGN)	311701
Team International Group of America, Inc.	Costa Rica	KALORIK (DESIGN)	276813
Team International Group of America, Inc.	Ecuador	KALORIK (DESIGN)	
Team International Group of America, Inc.	Canada	KALORIK (DESIGN)	TMA1135373
Team International Group of America, Inc.	Colombia	KALORIK (DESIGN)	
Team International Group of America, Inc.	Venezuela	KALORIK (DESIGN)	
Team International Group of America, Inc.	Panama	KALORIK (DESIGN)	
Team International Group of America, Inc.	Mexico	KALORIK (DESIGN)	1158287 and 1160617
Team International Group of America, Inc.	Japan	KALORIK (DESIGN)	
Team International Group of America, Inc.	Australia	KALORIK (DESIGN)	2023499
Team International Group of America, Inc.	Dominican Republic	KALORIK (DESIGN)	
Team International Group of America, Inc.	Taiwan	KALORIK K Design and KALORIK Stylized Letters, separate applications	

Team International Group of America, Inc.	Brazil	KALORIK (DESIGN)	
Team International Group of America, Inc.	WIPO Int. Reg.	KALORIK (& Design)	No. 494296
Team International Group of America, Inc.	Israel	CALORIC	311703
Team International Group of America, Inc.	China	CALORIC	
Team International Group of America, Inc.	Canada	HAUS & Design	TMA1087280
Team International Group of America, Inc.	Canada	ROLLIE	TMA894020
Team International Group of America, Inc.	Canada	ROLLIE Design	TMA894021
Team International Group of America, Inc.	WIPO Int. Reg.	ROLLIE Design	1167734
Team International Group of America, Inc.	WIPO Int. Reg.	ROLLIE Design	1168039
Team International Group of America, Inc.	WIPO Int. Reg.	ROLLIE Design	1256608

SCHEDULE 3 – COPYRIGHTS

None.