

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
America's Test Kitchen Limited Partnership		02/02/2023	Limited Partnership: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 South 5th Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	2311300	COOK'S	
Registration Number:	1798668	COOK'S	
Registration Number:	2421948	COOK'S ILLUSTRATED	
Registration Number:	1798667	COOK'S ILLUSTRATED	
Registration Number:	2313869	COOK'S ILLUSTRATED	
Registration Number:	2507478	COOK'S	
Registration Number:	5725112	AMERICA'S TEST KITCHEN	
Registration Number:	3359202	AMERICA'S TEST KITCHEN	
Registration Number:	4070906	AMERICA'S TEST KITCHEN	
Registration Number:	5816755	COOK'S COUNTRY	
Registration Number:	3593192	COOK'S COUNTRY	
Registration Number:	2942791	COOK'S COUNTRY	
Registration Number:	4214374	RECIPES THAT WORK	
Registration Number:	4396461	RECIPES THAT WORK	
Registration Number:	3277837	RECIPES THAT WORK	
Registration Number:	3636146	COOK'S COUNTRY FROM AMERICA'S TEST KITCH	
Registration Number:	4045876	AMERICA'S TEST KITCHEN COOKING SCHOOL	
Registration Number:	4324703	WHY THIS RECIPE WORKS	
Registration Number:	2847663	AMERICA'S TEST KITCHEN	
		TRADEMARK	

CH \$1065.00 2311300

Property Type	Number	Word Mark
Registration Number:	2649901	AMERICA'S TEST KITCHEN
Registration Number:	2582964	AMERICA'S TEST KITCHEN
Registration Number:	2585941	AMERICA'S TEST KITCHEN
Registration Number:	5121703	SLOW COOKER REVOLUTION
Registration Number:	4878350	THE HOW CAN IT BE GLUTEN FREE COOKBOOK
Registration Number:	5044145	COOK'S ILLUSTRATED
Registration Number:	5093986	COOK'SCOUNTRY
Registration Number:	5157911	COOK'S SCIENCE
Registration Number:	5877239	AMERICA'S TEST KITCHEN BOSTON EATS
Registration Number:	5044151	AMERICA'S TEST KITCHEN
Registration Number:	5936509	WHAT'S EATING DAN?
Registration Number:	5926166	GEAR HEADS
Registration Number:	6630608	YOUNG CHEFS' CLUB
Registration Number:	6301095	THE WALK-IN
Registration Number:	6675761	AMERICA'S TEST KITCHEN KIDS
Registration Number:	6650417	AMERICA'S TEST KITCHEN KIDS
Registration Number:	6650419	AMERICA'S TEST KITCHEN KIDS
Registration Number:	6587596	AMERICA'S TEST KITCHEN KIDS
Serial Number:	97031508	MITSY
Serial Number:	97552273	HUNGER PANGS
Serial Number:	97562277	JULIA AT HOME
Serial Number:	97562352	AMERICA'S TEST KITCHEN PRESENTS
Serial Number:	97562444	ATK PRESENTS

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-841-0406

Email: melissa.karasavidis@ropesgray.com

Correspondent Name: Melissa Karasavidis, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER: 118241-0001

NAME OF SUBMITTER: Melissa Karasavidis

SIGNATURE: /Melissa Karasavidis/

DATE SIGNED: 02/02/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 2, 2023, by America’s Test Kitchen Limited Partnership, a Massachusetts limited partnership (the “**Grantor**”), in favor of Acquiom Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the ratable benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by incorporation) in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including without limitation, those Trademarks listed on Schedule I attached hereto;
- (b) the goodwill of the businesses connected with the use of, and symbolized by, each such Trademark;
- (c) all renewals and extensions of the foregoing; and
- (d) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof,

For the avoidance of doubt, Trademark Collateral excludes any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Administrative Agent shall, at the expense and reasonable written request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing its lien on and security interest in the Trademark Collateral under this Trademark Security Agreement, without recourse to or representation or warranty by the Administrative Agent of any kind.

SECTION 5. Grantor remains liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

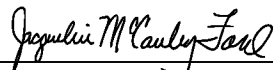
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

AMERICAS TEST KITCHEN LIMITED
PARTNERSHIP

By: 
Name: Jackie McCauley Ford
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007959 FRAME: 0613



ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

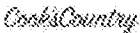
[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 007959 FRAME: 0614



Schedule I
Trademark Registrations and Use Applications

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
COOK'S	U.S.	Registered	2311300	Jan. 25, 2000	America's Test Kitchen Limited Partnership
COOK'S	U.S.	Registered	1798668	Oct. 12, 1993	America's Test Kitchen Limited Partnership
COOK'S ILLUSTRATED	U.S.	Registered	2421948	Jan. 16, 2001	America's Test Kitchen Limited Partnership
COOK'S ILLUSTRATED	U.S.	Registered	1798667	Oct. 12, 1993	America's Test Kitchen Limited Partnership
 COOK'S ILLUSTRATED (stylized)	UK	Registered	UK00901201128	Feb. 21, 2001	America's Test Kitchen Limited Partnership
COOK'S ILLUSTRATED	U.S.	Registered	2313869	Feb. 1, 2000	America's Test Kitchen Limited Partnership
COOK'S	U.S.	Registered	2507478	Nov. 13, 2001	America's Test Kitchen Limited Partnership
 COOK'S ILLUSTRATED (stylized)	EU	Registered	1201128	Feb. 21, 2001	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	EU	Registered	8431256	Jan. 27, 2010	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	UK	Registered	UK00908431256	Jan. 27, 2010	America's Test Kitchen Limited Partnership

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
AMERICA'S TEST KITCHEN	U.S.	Registered	5725112	Apr. 16, 2019	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	3359202	Dec. 25, 2007	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	4070906	Dec. 13, 2011	America's Test Kitchen Limited Partnership
COOK'S COUNTRY COOK'S COUNTRY	U.S.	Registered	5816755	July 30, 2019	America's Test Kitchen Limited Partnership
COOK'S COUNTRY	U.S.	Registered	3593192	Mar. 17, 2009	America's Test Kitchen Limited Partnership
COOK'S COUNTRY	U.S.	Registered	2942791	Apr. 19, 2005	America's Test Kitchen Limited Partnership
RECIPES THAT WORK	U.S.	Registered	4214374	Sep. 25, 2012	America's Test Kitchen Limited Partnership
RECIPES THAT WORK	U.S.	Registered	4396461	Sep. 3, 2013	America's Test Kitchen Limited Partnership
RECIPES THAT WORK	U.S.	Registered	3277837	Aug. 7, 2007	America's Test Kitchen Limited Partnership
COOK'S COUNTRY FROM AMERICA'S TEST KITCHEN	U.S.	Registered	3636146	June 9, 2009	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN COOKING SCHOOL	U.S.	Registered	4045876	Oct. 25, 2011	America's Test Kitchen Limited Partnership

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
Why This Recipe Works	U.S.	Registered	4324703	Apr. 23, 2013	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	2847663	June 1, 2004	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	2649901	Nov. 12, 2002	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	2582964	June 18, 2002	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN	U.S.	Registered	2585941	June 25, 2002	America's Test Kitchen Limited Partnership
SLOW COOKER REVOLUTION	U.S.	Registered	5121703	Jan. 17, 2017	America's Test Kitchen Limited Partnership
THE HOW CAN IT BE GLUTEN FREE COOKBOOK	U.S.	Registered	4878350	Dec. 29, 2015	America's Test Kitchen Limited Partnership
 COOK'S ILLUSTRATED (stylized)	U.S.	Registered	5044145	Sep. 20, 2016	America's Test Kitchen Limited Partnership
 COOK'S COUNTRY (stylized)	U.S.	Registered	5093986	Dec. 6, 2016	America's Test Kitchen Limited Partnership
COOK'S SCIENCE	U.S.	Registered	5157911	Mar. 7, 2017	America's Test Kitchen Limited Partnership

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
 AMERICA'S TEST KITCHEN BOSTON EATS (stylized)	U.S.	Registered	5877239	Oct. 8, 2019	America's Test Kitchen Limited Partnership
 AMERICA'S TEST KITCHEN (stylized)	U.S.	Registered	5044151	Sep. 20, 2016	America's Test Kitchen Limited Partnership
WHAT'S EATING DAN?	U.S.	Registered	5936509	Dec. 17, 2019	America's Test Kitchen Limited Partnership
GEAR HEADS	U.S.	Registered	5926166	Dec. 3, 2019	America's Test Kitchen Limited Partnership
YOUNG CHEFS' CLUB	U.S.	Registered	6630608	Jan. 25, 2022	America's Test Kitchen Limited Partnership
THE WALK-IN	U.S.	Registered	6301095	Mar. 23, 2021	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN KIDS	U.S.	Registered	6675761	Mar. 22, 2022	America's Test Kitchen Limited Partnership
 AMERICA'S TEST KITCHEN KIDS (stylized)	U.S.	Registered	6650417	Feb. 22, 2022	America's Test Kitchen Limited Partnership
 AMERICA'S TEST KITCHEN KIDS (stylized)	U.S.	Registered	6650419	Feb. 22, 2022	America's Test Kitchen Limited Partnership

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
 AMERICA'S TEST KITCHEN KIDS (stylized)	U.S.	Registered	6587596	Dec. 14, 2021	America's Test Kitchen Limited Partnership
MITSY	Canada	Pending	2172321	Mar. 11, 2022	America's Test Kitchen Limited Partnership
 (Design)	Canada	Pending	2172320	Mar. 11, 2022	America's Test Kitchen Limited Partnership
MITSY	Canada	Pending	2172322	Mar. 11, 2022	America's Test Kitchen Limited Partnership
COOK'S SCIENCE	Canada	Pending	1779156	Apr. 25, 2016	America's Test Kitchen Limited Partnership
MITSY	U.S.	Pending	97031508	Sep. 16, 2021	America's Test Kitchen Limited Partnership
HUNGER PANGS	U.S.	Pending	97552273	Aug. 17, 2022	America's Test Kitchen Limited Partnership
JULIA AT HOME	U.S.	Pending	97562277	Aug. 24, 2022	America's Test Kitchen Limited Partnership
AMERICA'S TEST KITCHEN PRESENTS	U.S.	Pending	97562352	Aug. 24, 2022	America's Test Kitchen Limited Partnership
ATK PRESENTS	U.S.	Pending	97562444	Aug. 24, 2022	America's Test Kitchen Limited Partnership

<u>Trademark</u>	<u>Country/ State</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>	<u>Owner/Applicant</u>
AMERICA'S TEST KITCHEN KIDS PRESENTS	U.S.	Pending	97571313	Aug. 30, 2022	America's Test Kitchen Limited Partnership
ATK KIDS PRESENTS	U.S.	Pending	97571468	Aug. 30, 2022	America's Test Kitchen Limited Partnership
ENTERTAINING WITH ELLE	U.S.	Pending	97573042	August 31, 2022	America's Test Kitchen Limited Partnership
TECHNIQUELY	U.S.	Pending	97600177	Sep. 21, 2022	America's Test Kitchen Limited Partnership
TECHNIQUELY WITH LAN LAM	U.S.	Pending	97600224	Sep. 21, 2022	America's Test Kitchen Limited Partnership