

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789209

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900737880

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Porcelen, Limited, Connecticut, LLC		12/05/2022	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Pathward, National Association
Street Address:	5480 Corporate Drive
Internal Address:	Suite 350
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	National Banking Association: MICHIGAN

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	6481837	G&S METAL PRODUCTS COMPANY, INC.
Registration Number:	6275949	G&S PREFERRED
Registration Number:	6011868	BAKEREZE
Registration Number:	1078958	BAKER-EZE
Registration Number:	6134106	BAKING WITH G&S SINCE 1949
Registration Number:	1074060	BLACK BEAUTY
Registration Number:	5065411	CLICK 'N GO
Registration Number:	1942776	CRITTER CAKES
Registration Number:	5351144	DURACLEAR
Registration Number:	3446695	DURAGLIDE PLUS
Registration Number:	5027875	EVENWAVE
Registration Number:	1780322	E-Z BAKER
Registration Number:	1725761	E-Z HANDY HELPERS
Registration Number:	1723299	E-Z HANDY HELPERS
Registration Number:	2098310	EZ HANDY HELPERS SMART GRIPS
Registration Number:	5428905	FAMILY TRADITIONS
Registration Number:	2149771	FAT-A-WAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5897396	G&S
Registration Number:	5897397	G & S
Registration Number:	5833640	G&S ELEMENTS
Registration Number:	5833644	G&S SIGNATURE
Registration Number:	4459747	GRILL SENSATIONS
Registration Number:	3311358	KRIS' KITCHEN
Registration Number:	5880628	NEW GENERATION
Registration Number:	2187392	OVEN STUFF
Registration Number:	6000418	OVENSTUFF
Registration Number:	2500867	PROBAKE
Registration Number:	5404528	PROBAKEPETS
Registration Number:	4481774	STOW-A-WAY GRILL
Registration Number:	3447020	THERMAWARE
Registration Number:	4158163	ALUMINATE
Registration Number:	2867266	SPECURITY
Registration Number:	2346861	SPECRAIL
Registration Number:	2342989	SPECRAIL
Registration Number:	2737296	FLUIDITY

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: 3132233009
Email: nlevine@dickinsonwright.com
Correspondent Name: Rachel Wolock
Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	47832-276
NAME OF SUBMITTER:	Rachel Wolock
SIGNATURE:	/Rachel Wolock/
DATE SIGNED:	02/23/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

G & S Metal Products Co., Inc., an Ohio corporation (the "Borrower") has entered into a Loan and Security 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, each Grantor other than Borrower has executed and delivered that certain Security Agreement dated on or about the date hereof, made by and among such Grantor to the Lender (each a "Guarantor/Grantor Security Agreement"). The Loan Agreement as to the Borrower, and the applicable Guarantor/Grantor Security Agreement as to each Grantor other than Borrower, are called the "Security Agreements" and each a "Security Agreement".

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 and state 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 and the United States Copyright 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 to record and register this IP Security Agreement upon request by the Lender.

3. 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 Loan Agreement, the Security Agreements and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. 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.


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

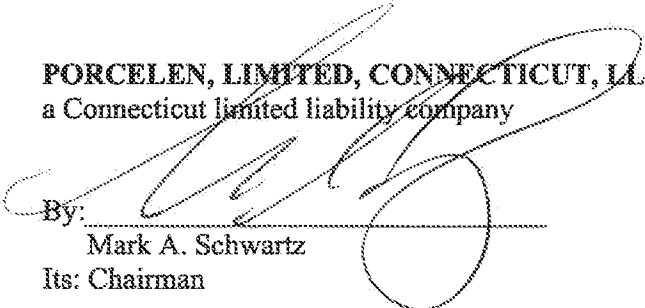
GRANTORS:

G & S METAL PRODUCTS CO., INC.,
an Ohio corporation

By: 
Mark A. Schwartz
Its: Chairman

Address for Notices:
3330 E. 79th St.
Cleveland, OH 44127

PORCELEN, LIMITED, CONNECTICUT, LLC,
a Connecticut limited liability company

By: 
Mark A. Schwartz
Its: Chairman

Address for Notices:
333 Welton Street
Hamden, CT 06517

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007982 FRAME: 0359

AGREED TO AND ACCEPTED:

LENDER:

PATHWARD, NATIONAL ASSOCIATION

By: 
Thomas Couture
Its: Vice President

Address for Notices:
Pathward, National Association
5480 Corporate Drive, Ste. 350
Troy, Michigan 48098

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007982 FRAME: 0360

SCHEDULE 1 – PATENTS

Grantor	Registration Date	Jurisdiction of Registration or Application	Patent Number
Porcelen, Limited, Connecticut, LLC	7/4/2017	US	9695612

SCHEDULE 2 – TRADEMARKS

Grantor	Registration Date	Jurisdiction of Registration and Registration Number	Trademark, Trade Name, or Service Mark Number
G&S Metal Products Company, Inc.	9/14/2021	US 6481837	G&S METAL PRODUCTS COMPANY, INC.
G&S Metal Products Company, Inc.	2/23/2021	US 6275949	G&S PREFERRED
G&S Metal Products Company, Inc.	3/17/2020	US 5011868	BAKEREZE
G & S Metal Products Company, Inc.	10/27/1992	AU 530650	BAKER-EZE
G & S Metal Products Company, Inc.,	3/3/1989	CA TMA352710	BAKER-EZE
G & S Metal Products Co., Inc.	12/3/2002	EM	BAKER-EZE
G & S Metal Products Co., Inc.	3/27/2014	MX	BAKER-EZE
G & S Metal Products Company, Inc.	3/31/1997	MX	BAKER-EZE
G & S Metal Products Company, Incorporated	8/26/1994	NZ 200495	BAKER-EZE
G AND S METAL PRODUCTS COMPANY, INC.	12/6/1977	US 1078958	BAKER-EZE
G&S Metal Products Company, Inc.	8/25/2020	US 6134106	BAKING WITH G&S SINCE 1949 & DESIGN
G AND S METAL PRODUCTS COMPANY, INC.	9/27/1977	US 1074060	BLACK BEAUTY
G&S Metal Products Company, Inc.	10/18/2016	US 5065411	CLICK 'N GO
G & S Metal Products Company, Inc.	12/19/1995	US 1942776	CRITTER CAKES
G & S Metal Products Company, Inc.	12/5/2017	US 5351144	DURACLEAR
G & S Metal Products Co., Inc.	4/24/2002	CA TMA560730	DURAGLIDE
G & S Metal Products Co., Inc.	6/10/2008	US 3446695	DURAGLIDE PLUS
G & S Metal Products Company, Inc.	9/23/1996	MX	EZ HANDY HELPERS & DESIGN
G&S Metal Products Company, Inc.	8/23/2016	US 5027875	EVENWAVE
G & S Metal Products Company, Inc.,	3/3/1989	CA TMA352757	E-Z BAKER
G & S Metal Products Company, Inc.	8/28/1997	MX	E-Z BAKER
G & S Metal Products Company Inc.	7/6/1993	US 1780322	E-Z BAKER
G & S Metal Products Company, Inc.	10/20/1992	US 1725761	EZ HANDY HELPERS
G & S Metal Products Company, Inc.	10/27/1997	MX	EZ HANDY HELPERS & Design

G & S Metal Products Company, Inc.	10/13/1992	US 1723299	EZ HANDY HELPERS & Design
G & S Metal Products Company, Inc.	9/16/1997	US 2098310	EZ HANDY HELPERS SMART GRIPS & design
G&S Metal Products Company, Inc.	10/15/2002	US 2737296	EZ PARTY HELPERS
G&S Metal Products Company, Inc.	3/20/2018	US 5428905	FAMILY TRADITIONS
G & S Metal Products, Inc.	4/7/1998	US 2149771	FAT-A-WAY
G&S Metal Products Company, Inc.	10/29/2019	US 5897396	G&S
G&S Metal Products Company, Inc.	10/29/2019	US 5897397	G&S & Design
G&S Metal Products Company, Inc.	8/24/2022	CA 1963672	G&S ELEMENTS & Design
G&S Metal Products Company, Inc.	7/13/2020	MX	G&S ELEMENTS & Design
G&S Metal Products Company, Inc.	8/13/2019	US 5833640	G&S ELEMENTS & Design
G&S Metal Products Company, Inc.	8/24/2022	CA	G&S SIGNATURE & Design
G&S Metal Products Company, Inc.	11/26/2020	MX	G&S SIGNATURE & Design
G&S Metal Products Company, Inc.	8/13/2019	US 5833644	G&S SIGNATURE & Design
G&S Metal Products Company, Inc.	12/31/2013	US 4459747	GRILL SENSATIONS
One Six Eight, LLC DBA Kris' Kitchen	10/16/2007	US 3311358	KRIS' KITCHEN
G & S Metal Products Co., Inc.	10/8/2019	US 5880628	NEW GENERATION
G & S Metal Products, Inc.	2/29/2000	CA	OVEN STUFF
G & S Metal Products, Inc.	8/31/1998	MX	OVEN STUFF
G & S Metal Products, Inc.	9/8/1998	US 2187392	OVEN STUFF
G&S Metal Products Company, Inc.	3/3/2020	US 6000418	OVENSTUFF
G & S Metal Products, Inc.	10/23/2001	US 2500867	PROBAKE
G & S Metal Products Company Inc	2/20/2018	US 5404528	PROBAKEPETS
G&S Metal Products Company, Inc.	2/11/2014	US 4481774	STOW-A-WAY GRILL
G&S Metal Products Company, Inc.	6/10/2008	US 3447020	THERMAWARE
G&S Metal Products Company, Inc.	02/25/2021	CA 2087543	G&S SIGNATURE ENHANCED SELECT Design
Porcelen, Limited, Connecticut, LLC	6/12/2012	US 4158163	ALUMINATE
Porcelen, Limited, Connecticut, LLC	7/27/2004	US 2867266	SSECURITY
Porcelen, Limited, Connecticut, LLC	5/2/2000	US	SPECRAIL

		2346861	
Porcelen, Limited, Connecticut, LLC	4/18/2000	US 2342989	SPECRAIL

SCHEDULE 3 – COPYRIGHTS

Grantor	Registration Date	Jurisdiction of Registration	Copyright Number
G&S Metal Products Company, Inc.	12/1/2005	US	VA0001623562
G&S Metal Products Company, Inc.	3/24/1995	US	VAu000331943
G&S Metal Products Company, Inc.	5/24/1995	US	VAu000338499
G&S Metal Products Company, Inc.	3/24/1995	US	VAu000331944
G&S Metal Products Company, Inc.	3/24/1995	US	VAu000331942
G&S Metal Products Company, Inc.	5/14/1987	US	VAu000114785