

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IB Appliances US Holdings, LLC		11/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	C/O MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6725378	DUO	
Registration Number:	6859672	INSTANT OVEN	
Registration Number:	3887207	INSTANT POT	
Registration Number:	6251592	INSTANT POT	
Registration Number:	6907251	INSTANT POT	
Registration Number:	7122044	NUTRIBOOST	
Registration Number:	5881626		
Registration Number:	5881627		
Serial Number:	90627859	EVENCRISP	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		

CH \$240.00 6725378

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	058728-0120 (AN)
NAME OF SUBMITTER:	ATOOSA NOWROUZI
SIGNATURE:	/an/
DATE SIGNED:	01/09/2024
Total Attachments: 6 source=Appliances - U.S. Trademark Security Agreement#page1.tif source=Appliances - U.S. Trademark Security Agreement#page2.tif source=Appliances - U.S. Trademark Security Agreement#page3.tif source=Appliances - U.S. Trademark Security Agreement#page4.tif source=Appliances - U.S. Trademark Security Agreement#page5.tif source=Appliances - U.S. Trademark Security Agreement#page6.tif	

U.S. TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity listed on the signature pages hereof (the “**Grantor**”), in favor of MidCap Funding IV Trust, 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 benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a U.S. Security Agreement dated as of November 8, 2023 (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 in the Security Agreement, and if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of its right, title and interest in and to all the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (excluding any Excluded Assets): (a) all Trademarks of the Grantor, including those listed on Schedule I attached hereto, and all extensions and renewals thereof, together with all goodwill connected with the use thereof and symbolized thereby, (b) all Proceeds of the foregoing, including all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringement, dilution or other violations thereof, (c) all rights to sue for past, present and future infringement, dilution or other violations thereof, and (d) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The 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 Trademarks 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 unless the Administrative Agent shall otherwise determine.

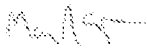
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the

Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks of the Grantor under this Trademark Security Agreement.

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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or in any amendment, supplement 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.

[Signature pages follow]

IB APPLIANCES US HOLDINGS, LLC, as Grantor

By: 

Name: Mayank Singh
Title: Vice President, Secretary and Treasurer

[Signature Page to U.S. Trademark Security Agreement]

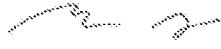
NAI-1538574381

TRADEMARK
REEL: 008311 FRAME: 0780

MIDCAP FUNDING IV TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

OWNER	REGISTRATION NUMBER	SERIAL NUMBER	TRADEMARK
IB APPLIANCES US HOLDINGS, LLC	6430403	79275883	ACE
IB APPLIANCES US HOLDINGS, LLC	6725378	88766046	DUO
IB APPLIANCES US HOLDINGS, LLC	6382652	79277602	INSTANT
IB APPLIANCES US HOLDINGS, LLC	6344292	79975513	INSTANT
IB APPLIANCES US HOLDINGS, LLC	6513417	79275056	INSTANT BRANDS
IB APPLIANCES US HOLDINGS, LLC	6311298	79278741	INSTANT logo
IB APPLIANCES US HOLDINGS, LLC	6859672	87762187	INSTANT OVEN
IB APPLIANCES US HOLDINGS, LLC	6291559	79282185	INSTANT POD
IB APPLIANCES US HOLDINGS, LLC	3887207	77724453	INSTANT POT
IB APPLIANCES US HOLDINGS, LLC	6251592	87247642	INSTANT POT
IB APPLIANCES US HOLDINGS, LLC	6291537	79278819	INSTANT POT
IB APPLIANCES US HOLDINGS, LLC	6907251	87451909	INSTANT POT
IB APPLIANCES US HOLDINGS, LLC	7122044	87828078	NUTRIBOOST
IB APPLIANCES US HOLDINGS, LLC	6218955	6218955	OMNI

TRADEMARK

REEL: 008311 FRAME: 0782

IB APPLIANCES US HOLDINGS, LLC	5881626	88129390	Sound mark - lid closing
IB APPLIANCES US HOLDINGS, LLC	5881627	88129403	Sound mark - lid opening
IB APPLIANCES US HOLDINGS, LLC	6861435	79275016	VORTEX

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
IB APPLIANCES US HOLDINGS, LLC	90627859	EvenCrisp