

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI59572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corelle Brands (GHC) LLC	FORMERLY World Kitchen (GHC), LLC	02/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Funding IV Trust, as Administrative Agent		
Street Address:	c/o MidCap Financial Services, LLC, as Servicer		
Internal Address:	7255 Woodmont Avenue, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Other: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1789442	MAGNALITE	
Registration Number:	3036853	INSIGNIA 2	
Registration Number:	2913124	MAGNASHARP	
Registration Number:	1986428	METROPOLITAN	
Registration Number:	341566	MAGNALITE	
Registration Number:	1835180	TAPER GRIND	
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:	(312)993-2617		
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		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058728-0116 (AN)		
NAME OF SUBMITTER:	Atoosa Nowrouzi		

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SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	02/28/2024
Total Attachments: 5 source=9. (filing) U.S. Trademark Security Agreement (Corelle Brands (GHC) LLC)#page1.tif source=9. (filing) U.S. Trademark Security Agreement (Corelle Brands (GHC) LLC)#page2.tif source=9. (filing) U.S. Trademark Security Agreement (Corelle Brands (GHC) LLC)#page3.tif source=9. (filing) U.S. Trademark Security Agreement (Corelle Brands (GHC) LLC)#page4.tif source=9. (filing) U.S. Trademark Security Agreement (Corelle Brands (GHC) LLC)#page5.tif	

U.S. Trademark Security Agreement

U.S. Trademark Security Agreement, dated as of February 27, 2024 (this “Trademark Security Agreement”), by Corelle Brands (GHC) LLC (Fka World Kitchen (GHC), LLC)¹, a Delaware limited liability company (the “Grantor”), in favor of MidCap Funding IV Trust, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

Whereas, the Grantor is party to a U.S. Security Agreement dated as of February 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent 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.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the “Trademark Collateral”):

(a) Trademarks of the Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term “Trademark Collateral” shall not include, any “intent-to-use” applications for trademarks or service marks filed in the United States Patent and Trademark Office (“USPTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c)

¹ World Kitchen (GHC), LLC changed its name to Corelle Brands(GHC) LLC on January 2, 2018 and to Corelle Brands (GHC) LLC on February 22, 2024; the name change will be filed with the USPTO.

or Section 1(d), to the extent, if any, 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 issuing from such 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 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 are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. On the Termination Date or as otherwise set forth in Section 11.5 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts; Electronic Signatures. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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.

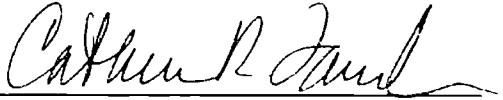
Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

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

Very truly yours,

CORELLE BRANDS (GHC) LLC, the
Grantor

By: 

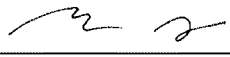
Name: Catherine R. Landman
Title: Executive Vice President and
Secretary

Accepted and Agreed:

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
to
US TRADEMARK SECURITY AGREEMENT
US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Corelle Brands (GHC) LLC	1789442	08/24/1993	MAGNALITE
Corelle Brands (GHC) LLC	3036853	12/27/05	INSIGNIA 2
Corelle Brands (GHC) LLC	2913124	12/21/04	MAGNASHARP
Corelle Brands (GHC) LLC	1986428	07/16/1996	METROPOLITAN
Corelle Brands (GHC) LLC	341566	12/15/1936	MAGNALITE
Corelle Brands (GHC) LLC	1835180	05/10/94	TAPER GRIND

U.S. Trademark Applications:

None.