

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422620

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900400655		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Felix Storch, Inc.		03/27/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3171155	ACCUCOLD	
Registration Number:	3892478	COLD CAVERN	
Registration Number:	3892475	PUB CELLAR	
Registration Number:	4700405	PURETHERM	
Registration Number:	2894895	SUMMIT	
Registration Number:	4335772	WATTSIPPER	
Serial Number:	87128455	EQTEMP	
Serial Number:	87128488	EQUITEMP	
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:	3127017156		
Email:	ahintz@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Andrea L. Hintz c/o Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	16514907		

NAME OF SUBMITTER:	Andrea L. Hintz
SIGNATURE:	/andrea l. hintz/
DATE SIGNED:	04/05/2017
Total Attachments: 6 source=BMO Felix Patent and Trademark Security Agreement#page1.tif source=BMO Felix Patent and Trademark Security Agreement#page2.tif source=BMO Felix Patent and Trademark Security Agreement#page3.tif source=BMO Felix Patent and Trademark Security Agreement#page4.tif source=BMO Felix Patent and Trademark Security Agreement#page5.tif source=BMO Felix Patent and Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of March 27, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made between Felix Storch, Inc. (the "**Grantor**") and BMO Harris Bank N.A., in its capacity as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Security Agreement, defined below).

WHEREAS, the Grantor is a party to a General Security Agreement dated as of March 27, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Grantor, the other debtors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the IP Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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.

The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the "**IP Collateral**"):

(a) (i) any and all patents and patent applications listed or required to be listed in Schedule A attached hereto under the heading "Patents"; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof listed or required to be listed in Schedule B attached hereto under the heading "Trademarks" and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the ratable 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 IP 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Choice of Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

SECTION 5. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

FELIX STORCH, INC.

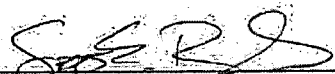
By: 
Name: Gordon L. Nelson, Jr.
Title: Vice President

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TRADEMARK
REEL: 006029 FRAME: 0708

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Scott E. Rubenstein
Title: Managing Director

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TRADEMARK
REEL: 006029 FRAME: 0709

SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Registered Patents

Applicant	Patent No.	Issuance Date	Description
Felix Storch, Inc.	US D706,405 S	June 3, 2014	Combination support and exhaust hood for a microwave oven

Patent Applications

Applicant	Application No.	Filing Date	Description
Felix Storch, Inc.	14/509,203	10/8/2014	Eliminating compressor-generated noise within a predetermined interval during operation of a refrigeration system
Felix Storch, Inc.	15/171,086	6/2/2016	Cold compartment temperature stabilization in refrigerators and freezers

Patent Licenses

None.

**SCHEDULE B
to PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Registered Trademarks

Mark Name	Country	Registration No.	Registration Date	Owner
ACCUCOLD	U.S.A.	3,171,155	12/14/2006	Felix Storch, Inc.
ACCUCOLD	Canada	TMA734118	02/10/2009	Felix Storch, Inc.
COLD CAVERN	U.S.A.	3,892,478	12/21/2010	Felix Storch, Inc.
PUB CELLAR	U.S.A.	3,892,475	12/21/2010	Felix Storch, Inc.
PURETHERM	U.S.A.	4,700,405	03/10/2015	Felix Storch, Inc.
SUMMIT	U.S.A.	2,894,895	10/19/2004	Felix Storch, Inc.
WATTSIPPER	U.S.A.	4,335,772	05/14/2013	Felix Storch, Inc.

Pending Trademark Applications

Mark Name	Country	Application No.	Application Date	Owner
EQTEMP	U.S.A.	87/128,455	08/05/2016	Felix Storch, Inc.
EQUITEMP	U.S.A.	87/128,488	08/05/2016	Felix Storch, Inc.

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