

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danby Products Limited		01/07/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank		
Street Address:	66 Wellington St W #45		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86256452	SILHOUETTE PROFESSIONAL	
Serial Number:	86934010	ELEV8	
Serial Number:	86934242	THE WORLD'S FIRST COMPACT CUBBY	
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:	5195933287		
Email:	daschnurr@millerthomson.com		
Correspondent Name:	David Schnurr		
Address Line 1:	295 Hagey Blvd., Suite 300		
Address Line 4:	Waterloo, CANADA N2L6R5		
NAME OF SUBMITTER:	David Schnurr		
SIGNATURE:	/DAVIDSCHNURR/		
DATE SIGNED:	02/25/2022		
Total Attachments: 9			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement dated January 7, 2020, is made by and between:

Danby Products Limited and Intirion Corporation (collectively, the **Grantors** and each a **Grantor**)

and

JPMorgan Chase Bank, N.A., Toronto Branch (the **Agent**).

WHEREAS JPMorgan Chase Bank, N.A., Toronto Branch as Agent, for and on behalf of itself and the other Secured Parties and such other persons that may from time to time be parties to the Credit Agreement as lenders, have agreed to make certain credit facilities available to the Grantors upon the terms and conditions contained in a second amended and restated credit agreement among, among others, the Grantors and the Agent dated as of this date (such credit agreement as it may at any time or from time to time, be amended, supplemented, restated or replaced, the **Credit Agreement**);

AND WHEREAS the Grantors have entered into that certain Intellectual Property Security Agreement dated as of March 31, 2017 (the **Existing IP Security Agreement**);

AND WHEREAS the parties hereto now desire to amend and restate in its entirety the Existing IP Security Agreement as set forth herein, to become effective and binding on the parties hereto pursuant to the terms hereof;

AND WHEREAS each Grantor has agreed to execute and deliver this Agreement to and in favour of the Agent as security for the payment and performance of each of the Grantor's obligations to the Agent under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) to which it is a party.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantors and the Agent agree as follows.

Article 1 - SECURITY

1.1 Grant of Security. Each Grantor hereby grants to the Agent, for its own benefit as a lender and as agent a security interest in, and charges, pledges and hypothecates to the Agent, for its own benefit as a lender and as agent:

- (a) all of its right, title and interest in and to all of each Grantor's trademarks, patents and industrial designs, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the trade-marks, patents and industrial designs registrations and applications set forth in Schedule "A" (the **Intellectual Property**);
- (b) together with the goodwill symbolized thereby; any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property,

(all of the foregoing, the **Collateral**).

1.2 Obligations Secured. The security interest, charge, hypothecation and pledge granted hereby (collectively, the **Security Interest**) secures the payment and performance of all debts, liabilities and obligations present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due, and owing by or otherwise payable by each Grantor to the Agent, however or wherever incurred, pursuant to or in connection with the Credit

Agreement and each of the other Loan Documents to which such Grantor is a party (collectively, and together with the expenses, costs and charges set out in Section 1.2(b), the **Obligations**).

1.3 Attachment, Perfection, Possession and Control.

- (a) Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral or the power to transfer rights in the Collateral to the Agent (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a copy of this Agreement.
- (b) Each Grantor shall promptly inform the Agent in writing of the acquisition by such Grantor of any property which is not adequately described in this Agreement, and such Grantor shall execute and deliver, from time to time, at its own expense, amendments to this Agreement and its schedules or additional security agreements or schedules as may be required by the Agent in order to preserve, protect and perfect its Security Interest in such property.

1.4 Scope of Security Interest. The Security Interest with respect to the Intellectual Property constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Agent, but does not constitute an assignment or mortgage of such Collateral to the Agent. Until the Security Interest becomes enforceable, the grant of the Security Interest in the Collateral will not affect in any way each Grantors' rights to commercially exploit it or defend or enforce such Grantor's rights in it or with respect to it.

1.5 Amalgamation. In the event a Grantor amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest will (a) extend to all Collateral that (i) any of the amalgamating corporations own, or (ii) the amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by any of the amalgamating corporations and the amalgamated corporation to the Agent pursuant to or in connection with the Credit Agreement and the other Loan Documents whether incurred prior to, or at the time of, or subsequent to, any amalgamation. The Security Interest will attach to the Collateral of the amalgamating corporations not previously subject to this Agreement at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation when same becomes owned or is acquired. Upon any such amalgamation, the defined term "Grantor" means, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term Collateral means all of the property, assets, undertaking and interests described in (a) above, and the defined term Obligations means the obligations described in (b) above.

1.6 Recordation. Each Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office, record this Agreement.

1.7 Release of Security Interest. Upon payment in full of all obligations and the termination of the Credit Agreement and each Guarantee, the Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on any Security Interest in the Collateral which has been granted hereunder.

Article 2 - GENERAL

2.1 Notices. Any notice, consent, waiver or other communication given under this Agreement must be in writing and delivered in accordance with the provisions of the Credit Agreement.

2.2 Interpretation.

- (a) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Credit Agreement.
- (b) The division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.
- (c) Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

2.3 Amendment. This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Agent and each Grantor.

2.4 Supplemental Security. This Agreement is in addition to and without prejudice to all other security now held or which may hereafter be held by the Agent.

2.5 Successors and Assigns. This Agreement is binding upon each Grantor, its successors and assigns, and enures to the benefit of the Agent and its respective successors and assigns.

2.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions will continue in full force and effect.

2.7 Conflict. In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

2.8 Governing Law and Submission to Jurisdiction.

- (a) This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles.
- (b) Each Grantor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of Ontario located in Toronto, (ii) agrees that all claims in respect of any suit, action or proceeding may be heard and determined in such court, and (iii) waives, to the fullest extent permitted by law, any objection which it may have based upon doctrines of venue or forum inconveniens.

2.9 Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile, .pdf attached to an email, or other electronic means of an originally executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.


(Remainder of this page intentionally blank – signature page follows)

IN WITNESS WHEREOF each Grantor and the Agent have executed this Agreement.

DANBY PRODUCTS LIMITED

Per: _____ 
Name: Andrew Raymond
Title: CFO

INTIRION CORPORATION

Per: _____ 
Name: Andrew Raymond
Title: CFO

Acknowledged and Agreed to by:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**

Per: _____
Name:
Title:

IN WITNESS WHEREOF each Grantor and the Agent have executed this Agreement.

DANBY PRODUCTS LIMITED

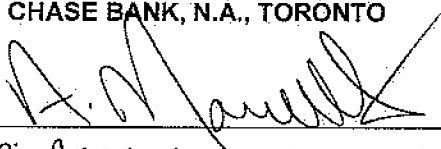
Per: _____
Name:
Title:

INTIRION CORPORATION

Per: _____
Name:
Title:

Acknowledged and Agreed to by:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**

Per: 
Name: AUGGIE MARCHETTI
Title: AUTHORIZED OFFICER

Schedule "A"

Canadian Trademarks

Grantor	Registration/ Application Number	Mark
Danby Products Limited	TMA282545	ARTICAIRE
Danby Products Limited	TMA452434	PLATINUM EXTENDED WARRANTY PLAN
Danby Products Limited	TMA799093	DANBY SILHOUETTE
Danby Products Limited	TMA647033	CONÇU POUR VOTRE MODE DE VIE
Danby Products Limited	TMA688073	COLDTECH
Danby Products Limited	UCA20815	SIMPLICITY
Danby Products Limited	TMA678794	DANBY BREAKFAST CHEF
Danby Products Limited	TMA736992	DANBY DESIGNER
Danby Products Limited	TMA434081	ICE 'N EASY
Danby Products Limited	TMA802764	SILHOUETTE SELECT
Danby Products Limited	TMA720911	DANBY MAITRE'D
Danby Products Limited	TMA647207	DESIGNED TO FIT YOUR LIFESTYLE
Danby Products Limited	TMA509851	CANSTOR
Danby Products Limited	TMA287860	DIPLOMAT
Danby Products Limited	TMA833529	CONVENIENCE COOL

Grantor	Registration/ Application Number	Mark
Danby Products Limited	TMA815626	AHORRANDO SU DINERO...MIENTRAS AYUDA A CONSERVAR EL MEDIOAMBIENTE
Danby Products Limited	TMA270484	DANBY
Danby Products Limited	TMA852002	SILHOUETTE SELECT
Danby Products Limited	TMA802774	DANBY DUO
Danby Products Limited	TMA689454	DANBY PREMIERE
Danby Products Limited	TMA284772	DANBY & Design
Danby Products Limited	TMA542151	DANBY
Danby Products Limited	TMA621830	ARCTICAIRE
Danby Products Limited	TMA788311	VOUS AIDE À ÉCONOMISER DE L'ARGENT...TOUT EN CONTRIBUANT À SAUVEGARDER L'ENVIRONNEMENT
Danby Products Limited	TMA802775	DANBY
Danby Products Limited	TMA924534	SILHOUETTE SELECT
Danby Products Limited	TMA882857	DANBY
Danby Products Limited	TMA1029563	DANBY ONE PLUG
Danby Products Limited	TMA1039390	INVISI-TOUCH
Danby Products Limited	TMA1046688	DANBY 02CLEAN
Danby Products Limited	TMA1039605	OBSIDIAN STEEL
Danby Products Limited	TMA1016576	SILHOUETTE RESERVE

Grantor	Registration/ Application Number	Mark
Intirion Corporation	TMA860657	SNACKMATE BY MICROFRIDGE & Design
Intirion Corporation	TMA855770	SAFEPLUG & Design
Intirion Corporation	TMA898286	
Intirion Corporation	TMA958344	1 DEFENSE
Intirion Corporation	TMA957745	1ST DEFENSE
Intirion Corporation	TMA949768	LA SÉCURITÉ AVANT TOUT
Intirion Corporation	TMA1046699	SAFETY COMES FIRST
Danby Products Limited	1913007	THE POWER OF WHILE

Canadian Patents

Grantor	Registration Number	Description
Danby Products Limited	CA 2939671	Combination Appliance
Danby Products Limited	CA 2939619	Safe
Danby Products Limited	CA 2966998	Refrigerator Support Apparatus and Method
Danby Products Limited	CA 3028211	Exemplary Embodiments Relate to a Plant Grow Unit Which is Usable for Growing Plants Under Controlled Conditions
Danby Products Limited	CA 2944850	Refrigeration Apparatus
Danby Products Limited	CA 2967762	Removable Can Holding Refrigerator Container
Intirion Corporation	CA 2887526	Multiple Linked Appliances with Auxiliary outlet

Canadian Industrial Designs

Grantor	Registration Number	Description
Danby Products Limited	163045	Refrigerator
Danby Products Limited	177778	Refrigerator Door Handle
Danby Products Limited	171127	Appliance Pedestal
Danby Products Limited	171129	Can Carrier
Danby Products Limited	177779	Refrigerator

U.S. Trademarks

Grantor	Serial Number	Registration Number	Registration Date	Mark
Danby Products Limited	86934242	N/A	03/09/16 (File Date)	THE WORLD'S FIRST COMPACT CUBBY
Danby Products Limited	86934010	5116001	1/3/17	ELEV8
Danby Products Limited	86256452	4832800	10/13/15	SILHOUETTE PROFESSIONAL
Intirion Corporation	86576950	4966059	5/24/16	1 DEFENSE
Intirion Corporation	86519226	4965727	5/24/16	1ST DEFENSE
Intirion Corporation	86554291	4906438	2/23/16	[DESIGN ONLY]

U.S. Patents

Grantor	Patent/Application Number	Date	Description
Intirion Corporation	14262290	4/25/14	Multiple linked appliance with auxiliary outlet