

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM807963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Filta Group Inc.		04/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Westminster Bank Plc		
Street Address:	250 Bishopsgate		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC2M 4AA		
Entity Type:	Limited Partnership: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3701153	FILTA ENVIRONMENTAL KITCHEN SOLUTIONS	
Registration Number:	3711461	FILTAFRY	
Registration Number:	3730770	FILTACOOOL	
Registration Number:	4056208	FILTABIO	
Registration Number:	5063763	FILTAGOLD	
Registration Number:	5335043	FILTADRAIN	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1992975		
NAME OF SUBMITTER:	Monet Zaccarelli		
SIGNATURE:	/Monet Zaccarelli/		
DATE SIGNED:	05/04/2023		

OP \$165.00 3701153

Total Attachments: 6

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Execution Version

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of dated as of April 3 2023, is made between The Filta Group Inc., a Delaware corporation (the “Grantor”) and National Westminster Bank Plc, as Security Agent for the Secured Parties referred to below (in such capacity, the “Agent”).

Franchise Brands PLC, a company registered in England and Wales with registered number 10281033 (the “Parent”), the Grantor, the Agent and other Persons listed therein are party to the term and revolving credit facilities agreement dated as of March 30, 2023 (as amended, modified, renewed or extended from time to time, the “Facilities Agreement”).

In connection therewith, pursuant to the Security Agreement, dated as of March 30, 2023 (as amended, modified, renewed or extended from time to time, the “Security Agreement”), between the Grantor and the Agent, Grantor has granted to the Agent a security interest in all of Grantor’s present and future assets, including the intellectual property identified below, to secure the Secured Obligations (as defined in the Security Agreement).

To supplement Agent’s security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement or the Security Agreement, as applicable.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the following personal property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the “Collateral”):

(i) all patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as are described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof

(ii) all trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as are described in Schedule B), and all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 5 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 6 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Facilities Agreement.

SECTION 7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

THE FILTA GROUP INC.

By: _____

DocuSigned by:
Jason Sayers
407972277C30438...

Title: President

THE AGENT

NATIONAL WESTMINSTER BANK PLC

By: _____

DocuSigned by:

S. Douglas

39633D69046B41F...


Title: Authorised Signatory

SCHEDULE B
to the Patent and Trademark Security Agreement

THE FILTA GROUP INC.

U.S. Trademarks of the Grantor

We have registered the marks shown below on the Principal Register of the U.S. Patent and Trademark Office:

Depiction/Description of Mark	Registration Number	Registration Date
 The logo for Filta Environmental Kitchen Solutions. It features the word "filta" in a bold, lowercase, sans-serif font. Above the "i" and "l" is a stylized graphic of a leaf or flame. Below "filta" are the words "ENVIRONMENTAL" and "KITCHEN SOLUTIONS" in a smaller, uppercase, sans-serif font, stacked on two lines.	3701153	October 27, 2009

Depiction/Description of Mark	Registration Number	Registration Date
	3711461	November 17, 2009
	3730770	December 29, 2009
	4056208	November 15, 2011
	5063763	October 18, 2016
	5335043	November 14, 2017

B-7.

ny-2530790

RECORDED: 05/04/2023

TRADEMARK
REEL: 008061 FRAME: 0283