

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Supplement to Security Agreement																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hamilton Beach Brands, Inc.</td> <td>03/27/2012</td> </tr> <tr> <td>Hamilton Beach, Inc.</td> <td>03/27/2012</td> </tr> </tbody> </table>		Name	Execution Date	Hamilton Beach Brands, Inc.	03/27/2012	Hamilton Beach, Inc.	03/27/2012										
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RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>UBS AG, Stamford Branch, as agent</td> </tr> <tr> <td>Street Address:</td> <td>677 Washington Blvd.</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06901</td> </tr> </table>		Name:	UBS AG, Stamford Branch, as agent	Street Address:	677 Washington Blvd.	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06901						
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PROPERTY NUMBERS Total: 7																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8042990</td> </tr> <tr> <td>Patent Number:</td> <td>8066426</td> </tr> <tr> <td>Patent Number:</td> <td>D646862</td> </tr> <tr> <td>Patent Number:</td> <td>D648190</td> </tr> <tr> <td>Patent Number:</td> <td>8079152</td> </tr> <tr> <td>Patent Number:</td> <td>D649826</td> </tr> <tr> <td>Patent Number:</td> <td>D649831</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8042990	Patent Number:	8066426	Patent Number:	D646862	Patent Number:	D648190	Patent Number:	8079152	Patent Number:	D649826	Patent Number:	D649831
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CORRESPONDENCE DATA																	
Fax Number:	(312)558-5700																
Phone:	312 558-6352																
Email:	lkonrath@winston.com																
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
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Address Line 1:	35 W Wacker Drive																
Address Line 2:	Winston & Strawn LLP, Suite 2800																

CH \$280.00 8042990

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ATTORNEY DOCKET NUMBER:

83507-33

NAME OF SUBMITTER:

Laura Konrath

Total Attachments: 8

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EXECUTION

SUPPLEMENT
TO
SECURITY AGREEMENT

27th This Supplement to Security Agreement (this "Supplement") is entered into as of this day of March, 2012, by and among Hamilton Beach Brands, Inc. (f/k/a Hamilton Beach/Proctor-Silex, Inc.), a Delaware corporation (the "Company"), the other Obligors party thereto, and UBS AG, Stamford Branch, in its capacity as Agent (in such capacity, together with any successor or replacement agent, the "Secured Party").

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, as Borrower, the other Credit Parties party thereto, the Lenders party thereto and the Secured Party, the Lenders have made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company and the other Obligors have entered into that certain Security Agreement with Secured Party, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Company and the other Obligors have granted liens to Secured Party, for the benefit of the Lenders, to secure payment of the Obligations;

WHEREAS, Company has notified Secured Party that it holds rights in the Intellectual Property described on the attached Schedule I hereto (the "Additional Intellectual Property"); and

WHEREAS, Company and the other Obligors desire to supplement the Security Agreement by granting a security interest hereunder in all of its right, title and interest in such Additional Intellectual Property to the Secured Party, for itself and the benefit of the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the Company's and the other Obligors duties to give further assurances to the Secured Party and Lenders pursuant to the terms of the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given thereto in the Credit Agreement or the Security Agreement, as applicable.

2. Supplemental Grant of Security Interest under Security Agreement. To secure the prompt and complete payment, performance and observance of all of the Obligations and as a supplement to the Security Agreement, the Company hereby grants, assigns, conveys, mortgages,

pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the other Lenders, a lien upon all of its right, title and interest in, to and under the Additional Intellectual Property, together with all proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, any of the foregoing.

3. Effect upon Security Agreement. All references in the Credit Agreement and the other Credit Documents to the Security Agreement shall be deemed to refer to the Security Agreement as supplemented hereby. This Supplement does not evidence a termination of the granting of the liens contained in the Security Agreement. The liens granted pursuant to the Security Agreement as in effect prior to the date hereof shall remain in full force and effect and shall be continuing in all respects.

4. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW RULES).

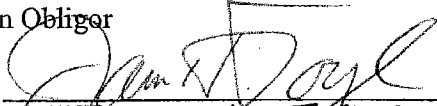
5. Counterparts. This Supplement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A counterpart signature page to this Supplement delivered by fax or "pdf" transmission shall be as effective as delivery of an originally executed counterpart.

6. Reviewed by Attorneys. Each Obligor represents and warrants to Secured Party and Lenders that it (a) understands fully the terms of this Supplement and the consequences of the execution and delivery of this Supplement, (b) has been afforded an opportunity to have this Supplement reviewed by, and to discuss this Supplement and the documents executed in connection herewith, with such attorneys and other persons and advisors as such Obligor may wish, and (c) has entered into this Supplement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Supplement nor any of the other documents executed pursuant hereto shall be construed more favorably in favor one party over the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Supplement and the other documents executed pursuant hereto or in connection herewith.

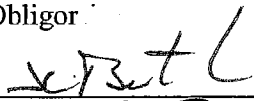
[Signature Page Follows]

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

HAMILTON BEACH BRANDS, INC.
(f/k/a Hamilton Beach/Procter-Silex, Inc.),
as an Obligor

By: 
Name: JAMES H. TAYLOR
Title: Vice President and C.F.O.

HAMILTON BEACH, INC.,
as an Obligor

By: 
Name: J. C. BUTLER, JR.
Title: TREASURER

UBS AG, STAMFORD BRANCH,
as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

HAMILTON BEACH BRANDS, INC.
(f/k/a Hamilton Beach/Procter-Silex, Inc.),
as an Obligor

By: _____
Name: _____
Title: _____

HAMILTON BEACH, INC.,
as an Obligor

By: _____
Name: _____
Title: _____

UBS AG, STAMFORD BRANCH,
as Secured Party

By: Mary E. Evans
Name: _____
Title: _____
Mary E. Evans
Associate Director
Banking Products
Services, US

By: Irja K. Otsa
Name: _____
Title: _____
Irja K. Otsa
Associate Director
Banking Products
Services, US

**Schedule I
to
Supplement to Security Agreement**

Additional Intellectual Property

[See Attached]

Page: 1

Patent Status Report By Client

Client: 210499 Hamilton Beach Brands, Inc.

Title	Client/Matter # Country	Sub Case	Case Type	Status Client Ref.	Application Number/Date	Patent Number/Date
DISPENSING BLENDER	210499.1029 China (People's Republic)	1	DIV	Granted 795210104-09.026-A	200910137254.7 28-Apr-2009	200910137254.7 16-Nov-2011
AGMatter: 210499.1553 Attorney Docket: 10499-1029CN1 Responsible Office: PH						
SLOW COOKER AND METHOD OF OPERATION	210499.1166 China (People's Republic)		ORD	Granted 795210104-07.003-B	200710085805.0 28-Feb-2007	ZL200710085805.0 14-Sep-2011
AGMatter: 210499.1279 Attorney Docket: 10499-1166CN Responsible Office: PH						
DISPENSING BLENDER	210499.1228 China (People's Republic)		ORD	Granted 795210104-07.109-B	200710181754.1 16-Oct-2007	ZL200710181754.1 28-Sep-2011
AGMatter: 210499.1388 Attorney Docket: 10499-1228CN Responsible Office: PH						
BLENDER...	210499.1233 China (People's Republic)		ORD	Granted 795210104-08.	200710165690.6 31-Oct-2007	ZL200710165690.6 14-Dec-2011
AGMatter: 210499.1389 Attorney Docket: 10499-1233CN Responsible Office: PH						
MIXING DEVICE CONFIGURED TO BLEND FOOD	210499.1288 United States of America		PRI	Granted 795210104-07.017-A	11/716,294 09-Mar-2007	8,066,426 29-Nov-2011
AGMatter: 210499.1288 Attorney Docket: 10499-1288US Responsible Office: PH						
				Outstanding Action(s)	Due Date	
				False Marking Letter to Client	09-Jun-2026	
DURABILITY MONITORING AND IMPROVEMENT OF A BLENDER	210499.1291 United States of America	1	DIV	Granted 795210104-10.047-A	12/795,173 07-Jun-2010	8,042,990 25-Oct-2011
AGMatter: 210499.1649 Attorney Docket: 10499-1291U1 Responsible Office: PH						
				Outstanding Action(s)	Due Date	
				Broadened Reissue Deadline	25-Oct-2013	
				False Marking Letter to Client	05-Jun-2026	

TOASTERS	210499.1687	China (People's Republic)	UTM	Granted	201020593911.7	ZL201020593911.7
					795210104-10.097-B	29-Oct-2010
						05-Oct-2011
					AGMatter: 210499.1686	
					Attorney Docket: 10499-1687CN	
					Responsible Office: PH	
IRON	210499.1748	United States of America	DCP	Granted	29/384,173	D646,862
					785210104-11.005	27-Jan-2011
						11-Oct-2011
					AGMatter: 210499.1748	
					Attorney Docket: CPI ONLY	
					Responsible Office: PH	
COFFEE PREPARATION SCOOP	210499.1749	United States of America	PDS	Granted	29/386,201	D648,190
					795210104-11.020	25-Feb-2011
						08-Nov-2011
					AGMatter: 210499.1749	
					Attorney Docket: CPI ONLY	
					Responsible Office: PH	
A Mechanism to secure a selectively removable filter Carrier to a brewed beverage maker		China	Utility	Granted	201020268915.8	ZL201020268915.8
					795210104-10.006	
						2011-14-Dec
IRON		China	Design	Granted	201130114090.4	ZL201130114090.4
					795210104-11.052	
						2011-14-Dec
ELECTRIC CAN OPENER HAVING REMOVABLE OPENER TOOLS		US	Utility	Issued		8,079,162
					795201014-10.015	
						2011-20-Dec
IRON		China	Design	Granted	201130114088.7	ZL201130114088.7
					795210104-11.051	
						2011-21-Dec
A MIXING DEVICE CONFIGURED TO BLEND FOOD		China	Utility	Granted	200810006563.6	ZL200810006563.6
					795210104-08.001	
						2011-30-Nov

Page: 2

Patent Status Report By Client

Client: 210499 Hamilton-Beach Brands, Inc.

Title	Client/Matter # Country	Sub Case	Case Type	Status Client Ref.	Application Number/Date	Patent Number/Date
BEVERAGE MAKER	210499.1755 China (People's Republic)		DES	Granted 795210104-11.053	201130123336.4 13-May-2011	ZL201130123336.4 02-Nov-2011
AGMatter: 210499.1756 Attorney Docket: CPI ONLY Responsible Office: PH						
BEVERAGE MAKER	210499.1757 China (People's Republic)		DES	Granted 795210104-11.046	201130090529.4 22-Apr-2011	ZL201130090529.4 09-Nov-2011
AGMatter: 210499.1758 Attorney Docket: CPI ONLY Responsible Office: PH						
BEVERAGE MAKER	210499.1757 United States of America		PDS	Granted 795210104-10.108	29/380,345 03-Dec-2010	D649,826 06-Dec-2011
AGMatter: 210499.1757 Attorney Docket: CPI ONLY Responsible Office: PH						
COMBINED HANDLE AND CLIP FOR SLOW COOKER	210499.1759 United States of America		PDS	Granted 795210104-11.015	29/386,625 03-Mar-2011	D649,831 06-Dec-2011
AGMatter: 210499.1759 Attorney Docket: CPI ONLY Responsible Office: PH						