

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2696299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PBJ ACQUISITION COMPANY, LLC	01/16/2014
RECEIVING PARTY DATA	
Name:	US BANK NATIONAL ASSOCIATION
Street Address:	800 NICOLLET MALL
Internal Address:	MAIL STOP BC-MN-H03N
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7273147
Patent Number:	8567635
Patent Number:	6409374
Patent Number:	6644846
Patent Number:	7886924
Patent Number:	D459946
Patent Number:	D577547
Patent Number:	D646926
Patent Number:	D685218
Application Number:	12939658
Application Number:	13027013
Application Number:	13772197
Application Number:	29468315
Application Number:	14045587

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	EMMA L. SCHULER
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Signature:	/Emma L. Schuler/
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Date:	01/24/2014
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Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this "Confirmatory Grant") is made effective as of January 16, 2014, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, the Grantor has granted security interests to the Secured Party under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, PBJ Acquisition Company, LLC, a limited liability company organized under the laws of the State of Minnesota (the "Grantor"), Mr. Robert C. Pohlad, an individual residing in the State of Minnesota ("Pohlad"), Mr. Gerald Schwalbach, an individual residing in the State of Arizona ("Schwalbach"), Mr. Patrick Stotesbery, an individual residing in the State of California ("Stotesbery") (collectively with the Grantor, the "Borrowers"), and the Secured Party have entered into a Revolving Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Secured Party has agreed, among other things, to extend to the Borrower certain credit accommodations; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in (1) all of Grantor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents, and (3) any and all causes of action arising prior to or after the date hereof and rights of recovery for past infringements of the Patents;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Patents, and shall have the right to use and register the Patents in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

PBJ ACQUISITION COMPANY, LLC

By: 

Name: Patrick E. Stotesbery

Title: President

[Signature Page to Confirmatory Grant of Security Interest in Patents]

PATENT

REEL: 032123 FRAME: 0315

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

Exhibit A - SCHEDULE OF PATENTS

TITLE	APPLICATION NO.	FILING DATE	PATENT NO.	GRANT DATE
Wine Glass	10/979,847	Nov. 1, 2004	7,273,147	Sep. 25, 2007
Wine Glass	11/309,159	Jul. 3, 2006	8,567,635	Oct. 29, 2013
Beverage Tasting Vessel with Aerating Ridges and Agitating Ribs	09/846,140	Apr. 30, 2001	6,409,374	Jun. 25, 2002
Beverage Tasting Vessel with Multiple Rim Portions	10/135,140	Apr. 30, 2002	6,644,846	Nov. 11, 2003
Wine Glass	11/932,179	Oct. 31, 2007	7,886,924	Feb. 15, 2011
Beverage Tasting Vessel	29/141,138	Apr. 30, 2001	D459,946	Jul. 9, 2002
Wine Glass	29/297,011	Nov. 1, 2007	D577,547	Sep. 30, 2008
Champagne Glass	29/378,705	Nov. 8, 2010	D646,926	Oct. 18, 2011
Decanter	29/411,856	Jan. 26, 2012	D685,218	Jul. 2, 2013

U.S. Patent Applications

TITLE	APPLICATION NO.	FILING DATE
Combined Wine Glass and Wine Bottle Package	12/939,658	Nov. 4, 2010
Wine Glass	13/027,013	Feb. 14, 2011
Wine Glass	13/772,197	Feb. 20, 2013
Beer Glass	29/468,315	Sep. 27, 2013
Wine Glass	14/045,587	Oct. 3, 2013