

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DANBY PRODUCTS LIMITED</td> <td>02/06/2014</td> </tr> <tr> <td>INTIRION CORPORATION</td> <td>02/06/2014</td> </tr> </tbody> </table>		Name	Execution Date	DANBY PRODUCTS LIMITED	02/06/2014	INTIRION CORPORATION	02/06/2014						
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<table border="1"> <tr> <td>Name:</td> <td>JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS AGENT</td> </tr> <tr> <td>Street Address:</td> <td>1800-200 BAY STREET, ROYAL BANK PLAZA</td> </tr> <tr> <td>Internal Address:</td> <td>SOUTH TOWER, ATTN: ABL REGIONAL PORTFOLIO MANAGER</td> </tr> <tr> <td>City:</td> <td>TORONTO, ONTARIO</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>N1H 6Z9</td> </tr> </table>		Name:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS AGENT	Street Address:	1800-200 BAY STREET, ROYAL BANK PLAZA	Internal Address:	SOUTH TOWER, ATTN: ABL REGIONAL PORTFOLIO MANAGER	City:	TORONTO, ONTARIO	State/Country:	CANADA	Postal Code:	N1H 6Z9
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PROPERTY NUMBERS Total: 4													
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CORRESPONDENCE DATA													
Fax Number:	(312)863-7865												
Phone:	312-201-3865												
Email:	sharon.patterson@goldbergkohn.com												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
Correspondent Name:	SHARON PATTERSON, PARALEGAL												
Address Line 1:	GOLDBERG KOHN LTD., 55 E. MONROE STREET												
Address Line 2:	STE 3300												
Address Line 4:	CHICAGO, ILLINOIS 60603												
ATTORNEY DOCKET NUMBER:	1075.240												

NAME OF SUBMITTER:	SHARON PATTERSON
Signature:	/sharon patterson/
Date:	02/27/2014
Total Attachments: 6 source=Danby Patent#page1.tif source=Danby Patent#page2.tif source=Danby Patent#page3.tif source=Danby Patent#page4.tif source=Danby Patent#page5.tif source=Danby Patent#page6.tif	

PATENT SECURITY AGREEMENT

This Agreement dated February 6, 2014, 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 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 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 the Secured Obligations (as defined in the Credit Agreement).

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. As security for the Secured Obligations, 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 Patents and Patent Licenses to which it is a party including those referred to on Schedule A;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing ((a) and (b) are collectively, the "**Patents**"); and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License;

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

1.2 Attachment, Perfection, Possession and Control.

(i) 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.

(ii) 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.

- 1.3 Scope of Security Interest.** The Security Interest with respect to the Patents 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.
- 1.4 Merger or Amalgamation.** In the event a Grantor merges or otherwise 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 merging or amalgamating corporations own, or (ii) the merged or amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all the Secured Obligations, including any Secured Obligations at any time or from time to time due or accruing or due and owing by or otherwise payable by any of the merging or amalgamating corporations and the merged or amalgamated corporation, whether incurred prior to, or at the time of, or subsequent to, any merger or amalgamation. The Security Interest will attach to the Collateral of the merging or amalgamating corporations not previously subject to this Agreement at the time of merger or amalgamation and to any Collateral thereafter owned or acquired by the merged or amalgamated corporation when same becomes owned or is acquired. Upon any such merger or amalgamation, the defined term "Grantor" means, collectively, each of the merging or amalgamating corporations and the merged or 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.
- 1.5 Recordation.** Each Grantor authorizes and requests that the applicable government officer of the United States Patent and Trademark Office record this Agreement.
- 1.6 Release of Security Interest.** Upon termination of the U.S. Security Agreement (as defined in the Credit Agreement) in accordance with the provisions thereof, this Agreement shall also terminate and 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.
- 1.7 Authorization to Supplement.** If any Grantor shall obtain rights to any new patent application or issued Patent or become entitled to the benefit of any patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule A to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

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.

(i) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Credit Agreement.

(ii) 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.

(iii) 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.

(i) This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the State of New York and the laws of the United States of America applicable therein, without regard to conflict of law principles.

(ii) Each Grantor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of New York State located in New York City, New York, (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 inconvieniens*.

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: ~~John P. Wood~~ **SHAWN B. PEARSON**
Title: President

INTIRION CORPORATION

Per: _____

Name: Shawn B. Pearson
Title: President

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

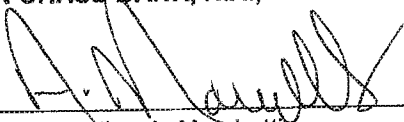
Per: _____
Name: Shawn B. Pearson
Title: President

INTIRION CORPORATION

Per: _____
Name: Shawn B. Pearson
Title: President

Acknowledged and Agreed to by:

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

Per:  _____
Name: Agostino A. Marchetti
Title: Senior Vice President

Schedule "A"

Patents

PATENT DESCRIPTION	PATENT No./ Application No.	DATE	GRANTOR
REFRIGERATOR DOOR COMPARTMENT	D382572	8/19/97	Danby Products Limited
REFRIGERATOR DOOR COMPARTMENT	D405099	2/2/99	Danby Products Limited
TOOL CARRIER REFRIGERATOR	D530347	10/17/06	Intirion Corporation
Multiple linked appliances with auxiliary outlet	12317632	12/23/08	Intirion Corporation