

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3106320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CECILWARE CORPORATION	10/31/2014
GRINDMASTER CORPORATION	10/31/2014
RECEIVING PARTY DATA	
Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	281 TRESSER BOULEVARD, 4TH FLOOR
Internal Address:	STAMFORD PLAZA
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13964452
Application Number:	14339707
Application Number:	13963628
Application Number:	61988761
CORRESPONDENCE DATA	
Fax Number:	(860)275-8299
<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:	860-275-8285
Email:	jscheib@rc.com
Correspondent Name:	JACQUELINE P. SCHEIB
Address Line 1:	280 TRUMBULL STREET
Address Line 2:	ROBINSON & COLE LLP
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	JACQUELINE P. SCHEIB
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	11/13/2014
Total Attachments: 12	

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**AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment No. 1 (this “**Amendment**”) to the Intellectual Property Security Agreement, dated as of October 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”), is made this 31st day of October, 2014 by and among **CECILWARE CORPORATION**, a Delaware corporation (“**Cecilware**”), **GRINDMASTER CORPORATION**, a Delaware corporation (“**Grindmaster**”, and, together with Cecilware, the “**Grantors**” and singly, each a “**Grantor**”) and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association (the “**Secured Party**”).

WHEREAS, on October 29, 2010, the Grantors and the Secured Party entered into that certain Credit Agreement, dated as of October 29, 2010, as amended and amended and restated from time to time, including, but not limited to, that certain Amended and Restated Credit Agreement dated of even date herewith (as so amended and amended and restated and as further amended from time to time, the “**Credit Agreement**”) securing Grantor’s intellectual property as Collateral to the Secured Party;

WHEREAS, pursuant to Section 6(d) and Section 7 of the Agreement, the Grantors and the Secured Party desire to amend Schedules A-1 and B-1 of the Agreement;

WHEREAS, simultaneously with the execution hereof, the Grantors and the Secured Party are amending Schedules A-1 and B-1 of the Agreement.

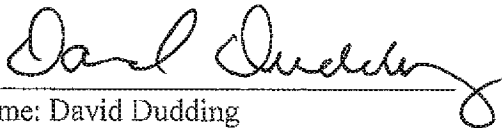
NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Schedule A-1 to the Agreement is hereby deleted and replaced in its entirety with Schedule A-1 attached hereto.
2. Schedule B-1 to the Agreement is hereby deleted and replaced in its entirety with Schedule B-1 attached hereto.
3. Subject to the Credit Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.
4. For avoidance of doubt, the Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by any Grantor for a Trademark (as defined in the Agreement) based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as “**Intent To Use Applications**”), but rather, if and so long as any Grantor Intent To Use Application is pending the Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent To Use Application as collateral security for the Secured Obligations (as defined in the Agreement).

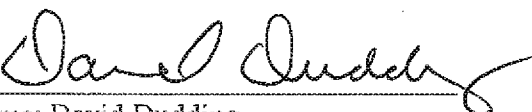
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IN WITNESS WHEREOF, each party has signed this Amendment as of the date first set forth above.

CECILWARE CORPORATION

By: 
Name: David Dudding
Title: Chief Financial Officer

GRINDMASTER CORPORATION

By: 
Name: David Dudding
Title: Chief Financial Officer

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: Hans Jung

Title: Vice President

SCHEDULE A-1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Patent Numbers
And Pending Patent Application Numbers**

Grindmaster Corporation:

Patent Description	Jurisdiction	Registration Number	Registration Date	Expiration Date
Apparatus and Method for Brewing a Beverage With a Desired Strength	United States	7,047,870	5/23/06	5/24/26
⁺ Beverage Brewer with Pour Over Feature	United States	6,752,069	6/22/04	7/7/22
Beverage Brewer	United States	D513,917	1/31/06	1/31/20
Beverage Brewer	United States	D515,347	2/21/06	2/21/20
⁺ Beverage Dispenser With an Adjustable Drain Tray Assembly	United States	6,908,012	6/21/05	12/2/22
Beverage Dispensing Apparatus Having Articulating Basket Holding Arms for Baskets Having Varying Dimensions	United States	5,555,791	9/17/96	5/19/15
⁺ Beverage Machine Dispenser Spout	United States	6,325,117	12/4/01	10/31/20
Brewer Apparatus Having Water Flow Control	United States	6,067,895	5/30/00	8/4/19

⁺ Held in the name of Grindmaster Crathco System, Inc.

Patent Description	Jurisdiction	Registration Number	Registration Date	Expiration Date
Brewer Apparatus With Improved Tray Assembly	United States	6,904,840	6/14/05	8/2/24
Chilled Beverage Dispenser With Cradle Evaporator	United States	7,140,196	11/28/06	8/1/25
Chilled Beverage Dispenser With Cradle Evaporator	Indonesia	ID P0025910B	6/6/10	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	Mexico	270064	9/14/09	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	Hong Kong	HK 1110558	10/2/09	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	Malaysia	MY-141141-A	3/15/10	4/13/27
Chilled Beverage Dispenser	Argentina	75553	10/2009	8/11/21
Chilled Beverage Dispenser	Mexico	24008	10/8/07	8/14/21
Chilled Beverage Dispenser	United States	D555,968	11/27/07	11/27/21
Chilled Beverage Dispenser	Canada	117083	3/26/08	3/28/18
Chilled Beverage Dispenser	European Union	00574757	8/11/06	8/11/31
Chilled Beverage Dispenser	India	205629	7/13/07	2/13/21
Chilled Beverage Dispenser	Japan	1297987	3/9/07	3/9/22
Chilled Beverage Dispenser	Singapore	D2006/768/F	11/6/06	8/11/21
Chilled Beverage Dispenser	Brazil	DI6602831-0	10/9/07	8/14/31
Chilled Beverage Dispenser	China	ZL200630124166	7/4/07	8/14/16
Chilled Beverage Dispenser	South Korea	0455422	7/2/07	7/2/22
Chilled Beverage Dispenser	Malaysia	06-00632	7/5/07	2/13/21

Patent Description	Jurisdiction	Registration Number	Registration Date	Expiration Date
Chilled Beverage Dispenser	Philippines	3-2006-000616	4/21/08	4/21/23
Chilled Beverage Dispenser With Cradle Evaporator	China	ZL200580040940.2	4/8/09	11/10/25
Coffee Grinder and Brewer Apparatus With Basket Sensing and Grind Only Feature	United States	5,542,342	8/6/96	8/8/15
Coffee Grinder Device With Feed Worm and Reversed Grinding Burr Positioning	United States	5,558,283	9/24/96	5/9/15
+ Combination Grinder and Brewer	United States	6,988,444	1/24/06	5/5/23
Dissipator for Reducing Electrostatic Charge in Fines Generated By a Coffee Grinder	United States	5,950,941	9/14/99	9/14/19
+ Drawer and Latching Mechanism for Positioning and Securing a Pod Below the Brew Head of a Beverage Brewer	United States	7,131,369	11/7/06	6/24/25
+ Frozen Beer Product, Method and Apparatus	United States	6,622,510	9/23/03	11/1/21
Apparatus and Method for Dispensing a Frozen Alcoholic Beverage	United States	+6,745,592	6/8/04	11/15/22 11/1/21

Patent Description	Jurisdiction	Registration Number	Registration Date	Expiration Date
Portable Beverage Dispenser	United States	D471,054	3/4/03	3/4/17
Pump assembly for chilled beverage dispenser	United States	+7,503,745	3/17/09	5/24/26
Pump assembly for chilled beverage dispenser	Indonesia	ID P 0025305	3/17/10	5/26/26
Spray Head for Coffee Brewer	United States	6,244,162	6/12/01	1/24/20
Chilled Beverage Dispenser With Cradle Evaporator	European	1819542	4/17/13	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	France	1819542	4/17/13	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	Spain	1819542	4/17/13	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	United Kingdom	1819542	4/17/13	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	India	245798	2/2/11	11/10/25
Chilled Beverage Dispenser	Indonesia	ID 0 017 448-D	7/30/10	11/11/16
Chilled Beverage Dispenser With Cradle Evaporator	Germany	60 2005 039 175.4	4/17/13	11/10/25
Chilled Beverage Dispenser With Cradle Evaporator	Philippines	1-2007-500892	9/21/11	4/24/27
Pump Assembly for Chilled Beverage Dispenser	Mexico	289046	8/4/11	5/26/26
Pump Assembly for Chilled Beverage	Philippines	1-2008-500641	3/15/12	5/26/26

Patent Description	Jurisdiction	Registration Number	Registration Date	Expiration Date
Dispenser				

Patent Application	Jurisdiction	Application/Serial Number	Application Date
Chilled Beverage Dispenser With Cradle Evaporator	Brazil	PI0517866-5	11/10/05
Chilled Beverage Dispenser	Thailand	0602002365	8/11/06
Chilled Beverage Dispenser	Venezuela	01868-2006	8/11/06
Pump Assembly for Chilled Beverage Dispenser	European	06771301.6	5/26/06
Pump Assembly for Chilled Beverage Dispenser	India	1107/KOLNP/2008	5/26/06
* Beverage Dispenser For Partially Frozen Beverages With An Improved Drive and Sealing System	United States	13/964,452	8/12/13
* Beverage Dispenser For Partially Frozen Beverages With An Improved Drive and Sealing System	China	201180053256.3	5/3/13
* Beverage Dispenser For Partially Frozen Beverages With An Improved Drive and Sealing System	Hong Kong	14100053.8	1/3/14
* Beverage Dispenser For Partially Frozen Beverages With An Improved Drive and Sealing System	Mexico	MX/a2013/002442	2/28/13
* Beverage Dispenser	United States	14/339,707	7/24/14

* These properties are new since the parties entered into the October 29, 2010 Intellectual Property Security Agreement.

Patent Application	Jurisdiction	Application/Serial Number	Application Date
For Partially Frozen Beverages With An Improved Drive and Sealing System			
* Funnel Assembly For a Beverage Brewer	United States	13/963,628	8/9/13
* Chilled Beverage Dispenser	United States	61/988,761	5/5/14

SCHEDULE B-1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Registered Trademarks
And Trademark Applications**

Cecilware Corporation:

Trademark	Jurisdiction	Registration Number	Registration Date	Expiration Date (assuming Section 15 Affidavit is filed)
Cecilware (design of banner containing word)	United States	3,484,342	8/12/08	8/12/18
The Whipper (words only)	United States	1,439,644	5/12/87	5/12/17
Frigogranita (words only)	United States	2,305,909	1/4/00	1/4/20
Sta-Hot (words only)	United States	684,925	9/8/59	9/8/19
Cecilware (words only)	United States	1,303,572	11/6/84	11/6/14
Frigodrink (words only)	United States	2,305,908	1/4/00	1/4/20
Cecilware & Design	China	6211543	02/14/10	02/14/20
Cecilware	China	6211542	02/14/10	02/14/20
Cecilware & Design	China	5883164	11/15/09	11/15/19
Cecilware	China	5883163	11/15/09	11/15/19
* Cecilware & Design	China	952078	1/16/08	1/16/18
* Cecilware & Design	International	952078	1/16/08	1/16/18

Trade Names

GMCW
Grindmaster-Cecilware
Cecilware
Commodore Products

Grindmaster Corporation:

Trademark	Jurisdiction	Registration Number	Registration Date	Expiration Date (assuming Section 15 Affidavit is filed)
BrewControl	China	840601	7/27/04	7/27/24
BrewControl	United States	3,130,706	8/15/06	8/15/16
BrewControl	WIPO	840601	7/27/04	7/27/14
Columbia	United States	2,245,048	5/11/99	5/11/19
CrathCo	Australia	A450794	8/22/86	8/22/17
CrathCo	Brazil	812961366	1/3/89	1/3/19
CrathCo	Canada	440581	3/17/95	3/17/24
CrathCo	Germany	1181817	10/23/91	8/29/20
CrathCo	Hong Kong	95/03419	9/2/93	9/02/24
CrathCo	Japan	1942139	3/27/87	3/27/17
CrathCo	Mexico	401,578	10/25/91	4/24/21
CrathCo	Malaysia	98011572	7/10/98	7/10/18
CrathCo	Philippines	4-1998-006064	11/20/05	11/20/15
CrathCo	Singapore	T9307121H	9/10/93	9/10/23
CrathCo	South Korea	301,568	11/8/94	11/7/24
CrathCo	Taiwan	00605854	7/16/93	7/16/23
CrathCo	Thailand	91683	7/24/98	7/23/18
CrathCo	United Kingdom	1295060	12/8/86	12/8/17
CrathCo	United States	1,282,357	6/19/84	6/19/24
CrathCo logo (Design of a Circle)	United States	1,661,613	10/22/91	10/22/21
Easypod	United States	3,101,907	6/6/06	6/6/16
Espresso	United States	1,870,466	12/27/94	12/27/14
G-Cool	United States	3,468,840	7/15/08	7/15/18
Grindmaster	Canada	440999	3/24/95	3/24/25
Grindmaster	France	93/483719	9/15/93	9/15/23
Grindmaster	Germany	2096589	5/16/95	9/14/23
Grindmaster	Hong Kong	95/04419	9/1/93	9/1/24
Grindmaster	Japan	4298261	7/23/99	7/23/19
Grindmaster	Mexico	401,997	11/18/91	4/24/21
Grindmaster	Singapore	T9307122F	9/10/93	9/10/23
Grindmaster	South Korea	40-0308142	2/17/95	2/16/25
Grindmaster	Taiwan	633339	2/15/94	2/15/24
Grindmaster	Taiwan	0671280	2/15/95	2/15/25
Grindmaster	United Kingdom	1547615	9/8/93	9/8/20

Trademark	Jurisdiction	Registration Number	Registration Date	Expiration Date (assuming Section 15 Affidavit is filed)
Grindmaster	United States	920,629	9/21/71	9/21/21
Grindmaster	United States	1,750,028	2/2/93	2/2/23
Grindmaster Corporation plus design	United States	3,114,617	7/11/06	7/11/16
Mini-Quad	United States	1,678,406	3/10/92	3/10/22
Mini-Twin	United States	1,370,017	11/12/85	11/12/15
Opod	China	840599	7/27/04	7/27/24
Opod	United States	3,151,289	10/3/06	10/3/16
Opod	WIPO	840599	7/27/04	7/27/24
PrecisionBrew	China	840597	7/27/04	7/27/24
PrecisionBrew	United States	3,136,623	8/29/06	8/29/16
PrecisionBrew	United States	3,252,481	6/12/07	6/12/17
PrecisionBrew	WIPO	840597	7/27/04	7/27/14
Shuttle	United States	2,223,719	2/16/99	2/16/19
The Bubbler	United States	3,551,788	12/23/08	12/23/18
PrecisionGrind	United States	3,920,001	2/15/11	2/15/21

Trade Names

GMCW

Grindmaster Crathco Systems

Spectrum

American Metal Ware

Wilch