

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3862567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DACOR (FORMERLY DISTINCTIVE APPLIANCES, INC.)	05/06/2016

RECEIVING PARTY DATA

Name:	LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P.
Street Address:	1825 SOUTH GRANT STREET, SUITE 210
Internal Address:	C/O LATERAL GLOBAL INVESTORS LLC
City:	SAN MATEO
State/Country:	CALIFORNIA
Postal Code:	94402

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	D479092
Patent Number:	6949720
Application Number:	13869006
Application Number:	14309512
Patent Number:	7519549
Patent Number:	8266015
Patent Number:	8639586
Patent Number:	8612458
Patent Number:	7974890
Patent Number:	6141658
Patent Number:	6438547
Patent Number:	RE44652
Patent Number:	7949578
Patent Number:	D487825
Patent Number:	5909533
Application Number:	13921200
Application Number:	14201703
Patent Number:	7225818
Patent Number:	6370882

PATENT

Property Type	Number
Patent Number:	6776151
Patent Number:	8121904

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE S. KANN, SENIOR PARALEGAL

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	56865-00005
NAME OF SUBMITTER:	STEPHANIE S. KANN
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	05/06/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 6, 2016, is made by DACOR, a California corporation (formerly known as Distinctive Appliances, Inc.), with its place of business located at 14425 Clark Avenue, City of Industry, California 91745 ("**Grantor**"), in favor of **LATERAL U.S. CREDIT OPPORTUNITIES FUND, L.P.** ("**Lateral**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 6, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), among, *inter alios*, Dacor (the "**Borrower**"), the other Credit Parties, the Lenders from time to time party thereto and Lateral, as the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of May 6, 2016 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case other than any Excluded Property (the "**Patent Collateral**"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

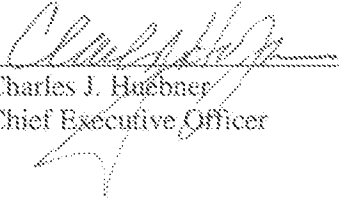
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DACOR,
as Grantor

By: 
Name: Charles J. Haeber
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LATERAL U.S. CREDIT OPPORTUNITIES FUND,
L.P., as Administrative Agent

By: Lateral Credit Opportunities, LLC, its General
Partner

By: _____
Richard de Silva, Manager

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DACOR,
as Grantor

By: _____
Name: Charles J. Huebner
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LATERAL U.S. CREDIT OPPORTUNITIES FUND,
L.P., as Administrative Agent

By: Lateral Credit Opportunities, LLC, its General
Partner

By: 
Richard de Silva, Manager

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	App. No.	Filing Date	Pat./ Publ. No.	Country	Status	Owner	Nature of Interest
BARBECUE GRILL WITH HOOD	29/151,470	11/02/2001	D479092	US	Active	Distinctive Appliances, Inc.	Ownership
BOTTOM ELECTRIC HEATING ELEMENT SYSTEMS AND OVENS	10/817,258	04/01/2004	6,949,720	US	Active	Dacor, Inc.	Ownership

2. PATENT APPLICATIONS

Title	App. No.	Filing Date	Pat./ Publ. No.	Country	Status	Owner	Nature of Interest
ANDROID CONTROLLED OVEN	13/869,006	04/23/2013	2013/0277353	US	Pending	Dacor, Inc.	Ownership
OVEN WITH CONTROL PANEL COOLING SYSTEM	14/309512	06/19/2014	2015/0369491	US	Pending	Dacor, Inc.	Ownership

3. IP LICENSES

Title	App. No.	Filing Date	Pat./ Publ. No.	Country	Status	Owner	Nature of Interest
INVENTORY SALES SYSTEM AND METHOD	08/879,070	06/19/1997	7,519,549	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	13/115,928	05/25/2011	8,266,015	US	Active	Presentation Specialist Tech LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	13/489,308	06/05/2012	8,639,586	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
CATALOG MANAGEMENT MODULE IN A CUSTOM PRODUCT CONFIGURATION SYSTEM	13/101,831	05/05/2011	8,612,458	US	Active	Presentation Specialist Tech LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	12/418,080	04/03/2009	7,974,890	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	13/115,928	05/25/2011	8,266,015	US	Active	Presentation Specialist Tech LLC	License/Covenant Not to Sue

INVENTORY SALES SYSTEM AND METHOD	13/489,308	06/05/2012	8,639,586	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
COMPUTER SYSTEM AND METHOD FOR MANAGING SALES INFORMATION	08/926,870	09/10/1997	6,141,658	US	Active	Manufacturing Systems Technologies, LLC	License/Covenant Not to Sue
COMPUTER-READABLE DATA PRODUCT FOR MANAGING SALES INFORMATION	09/567,492	05/08/2000	6,438,547	US	Active	Manufacturing Systems Technologies, LLC	License/Covenant Not to Sue
COMPUTER-READABLE DATA PRODUCT FOR MANAGING SALES INFORMATION	13/103,921	05/09/2011	RE44,652	US	Active	Manufacturing Systems Technologies, LLC	License/Covenant Not to Sue
SALES FORCE AUTOMATION AND METHOD	11/929,493	10/30/2007	7,949,578	US	Active	SFA Systems, LLC	License/Covenant Not to Sue
SILVERWARE DISHWASHER BASKET	29/158,468	04/03/2002	D487,825	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
ELECTRIC COOKING OVEN WITH INFRARED GAS BROILER	09/055,977	04/06/1998	5,909,533	US	Active	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	13/921,200	06/18/2013	2013-0282515	US	Pending	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	14/201,703	03/07/2014	2014-0188655	US	Pending	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	13/921,200	06/18/2013	20130282515	US	Pending	Clear with Computers, LLC	License/Covenant Not to Sue
INVENTORY SALES SYSTEM AND METHOD	14/201,703	03/07/2014	2014-0188655	US	Pending	Clear with Computers, LLC	License/Covenant Not to Sue
WATER SPRAYING DEVICE AND SYSTEM FOR DISHWASHERS	10/404,731	03/31/2003	7,225,818	US	Expired*	Clear with Computers, LLC	License/Covenant Not to Sue
TEMPERATURE CONTROLLED COMPARTMENT APPARATUS	09/659,433	09/08/2000	6,370,882	US	Expired*	Clear with Computers, LLC	License/Covenant Not to Sue
POSITIVE AIR FLOW APPARATUS FOR INFRARED GAS BROILER	09/934,782	08/21/2001	6,776,151	US	Expired*	Clear with Computers, LLC	License/Covenant Not to Sue
ELECTRONIC PROPOSAL PREPARATION SYSTEM	12/577,194	10/11/2009	8,121,904	US	Expired*	Clear with Computers, LLC	License/Covenant Not to Sue

*Listed despite expiry due to possibility of reinstatement.