

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3962671

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
EDGECRAFT CORPORATION		06/02/2016
RECEIVING PARTY DATA		
Name:	NORTHPORT TRS, LLC, AS COLLATERAL AGENT	
Street Address:	712 5TH AVENUE, 12TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 67		
Property Type	Number	
Patent Number:	6875093	
Patent Number:	7279660	
Patent Number:	7745759	
Patent Number:	7235004	
Patent Number:	8430720	
Patent Number:	8267750	
Patent Number:	6997795	
Patent Number:	7174822	
Patent Number:	7685914	
Patent Number:	D513955	
Patent Number:	D519815	
Patent Number:	7287445	
Patent Number:	RE43884	
Patent Number:	7517275	
Patent Number:	D543430	
Patent Number:	D542616	
Patent Number:	D567611	
Patent Number:	D530143	
Patent Number:	7488241	
Patent Number:	7494403	

PATENT

Property Type	Number
Patent Number:	7452262
Patent Number:	7390243
Patent Number:	7686676
Patent Number:	8124917
Patent Number:	D587551
Patent Number:	D599161
Patent Number:	D588395
Patent Number:	D620332
Patent Number:	8043143
Patent Number:	D629273
Patent Number:	9168627
Patent Number:	D641225
Patent Number:	D641226
Patent Number:	D652284
Patent Number:	D651887
Patent Number:	D665647
Patent Number:	8585462
Patent Number:	D669755
Patent Number:	D670954
Patent Number:	D670530
Patent Number:	D688545
Patent Number:	D680399
Patent Number:	D699534
Patent Number:	8678882
Patent Number:	8721399
Patent Number:	D705625
Patent Number:	D718085
Patent Number:	D712696
Patent Number:	9242331
Patent Number:	D721937
Patent Number:	D736029
Patent Number:	6012971
Patent Number:	5868611
Patent Number:	6113476
Patent Number:	6267652
Patent Number:	6267044
Patent Number:	6584889
Patent Number:	7036424

Property Type	Number
Patent Number:	7472644
Patent Number:	7354612
Patent Number:	6726551
Patent Number:	6881137
Patent Number:	6863600
Patent Number:	D513682
Patent Number:	D488953
Application Number:	11367074
Application Number:	12401034

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: CHRISTINE SLATTERY

Address Line 1: PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51683/014
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/CHRISTINE SLATTERY/
DATE SIGNED:	07/14/2016

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 2 day of June, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NORTHPORT TRS, LLC, a Delaware limited liability company, ("Northport"), in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of June 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among GREENFIELD WORLD TRADE, INC., a Florida corporation (the "Borrower"), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Northport in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") and Collateral Agent (together with Administrative Agent and the Lenders, collectively, the "Secured Parties"), the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, divisions, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW; WAIVER OF JURY TRIAL. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction. Any judicial proceeding brought by or against any Grantor with respect to any of the Obligations, this Patent Security Agreement, the Loan Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Patent Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. **THE GRANTOR, THE COLLATERAL AGENT AND THE SECURED PARTIES EACH HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF THIS PATENT SECURITY AGREEMENT.**

9. OTHER DOCUMENT. This Patent Security Agreement is an Other Document for all purposes under the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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.

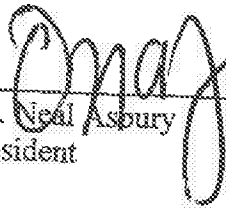
GRANTOR:

EDGECRAFT CORPORATION,
a Delaware corporation

By: _____

Name: O. Neal Asbury

Title: President

A handwritten signature in dark ink, appearing to read "O. Neal Asbury", is written over a horizontal line. The signature is stylized with a large, looped initial "O".

[Signature Page to Patent Security Agreement (Edgecraft)]

PATENT
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ACCEPTED AND
ACKNOWLEDGED BY

NORTHPORT TRS, LLC,
as Collateral Agent

By: 

Name: Jeffrey Blomstrom

Title: SVP

[Signature Page to Patent Security Agreement (Edgecraft)]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Title	Country	Status	Ser. No.	Filing Date	Pat. No.	Issue Date
SHARPENING DEVICE	United States of America	Granted	10/686,133	14-Oct-03	6,875,093	5-Apr-05
APPARATUS FOR BREWING BEVERAGES	United States of America	Granted	10/774,329	5-Feb-04	7,279,660	9-Oct-07
APPARATUS FOR BREWING BEVERAGES	United States of America	Granted	11/842,367	21-Aug-07	7,745,759	29-Jun-10
PRECISION MEANS FOR SHARPENING AND CREATION OF MICROBLADES ALONG CUTTING EDGES	United States of America	Granted	10/803,419	18-Mar-04	7,235,004	26-Jun-07
APPARATUS FOR PRECISION STEELING/CONDITIONING OF KNIFE EDGES	United States of America	Granted	12/399,176	6-Mar-09	8,430,720	30-Apr-13
APPARATUS FOR PRECISION STEELING/CONDITIONING OF KNIFE EDGES	United States of America	Granted	12/872,457	31-Aug-10	8,267,750	18-Sep-12
VERSATILE MANUAL SCISSOR SHARPENER	United States of America	Granted	10/914,872	10-Aug-04	6,997,795	14-Feb-06
EFFICIENT FOOD SLICER	United States of America	Granted	10/979,893	2-Nov-04	7,174,822	13-Feb-07
EFFICIENT FOOD SLICER	United States of America	Granted	11/620,264	5-Jan-07	7,685,914	30-Mar-10
MANUAL KNIFE SHARPENER	United States of America	Granted	29/199,256	11-Feb-04	D513,955	31-Jan-06
MANUAL SHARPENER	United States of America	Granted	29/204,486	29-Apr-04	D519,815	2-May-06
PRECISION GUIDES FOR SHARPENING STEELS	United States of America	Granted	11/123,959	6-May-05	7,287,445	30-Oct-07
APPARATUS FOR PRECISION STEELING/CONDITIONING OF KNIFE EDGES	United States of America	Granted	13/175,369	1-Jul-11	RE43,884	1-Jan-13
APPARATUS FOR PRECISION STEELING/CONDITIONING OF KNIFE EDGES	United States of America	Granted	11/839,650	16-Aug-07	7,517,275	14-Apr-09
ELECTRIC KNIFE SHARPENER	United States of America	Granted	29/261,851	21-Jun-06	D543,430	29-May-07
ELECTRIC KNIFE SHARPENER	United States of America	Granted	29/225,087	10-Mar-05	D542,616	15-May-07
ELECTRIC KNIFE SHARPENER	United States of America	Granted	29/262,091	23-Jun-06	D567,611	29-Apr-08
WAFFLE MAKER	United States of America	Granted	29/225,069	10-Mar-05	D530,143	17-Oct-06
IMPROVED WAFFLE MAKER	United States of America	Published	11/367,074	3-Mar-06		
PRECISION CONTROL OF SHARPENING ANGLES	United States of America	Granted	11/535,695	27-Sep-06	7,488,241	10-Feb-09
KNIFE SHARPENERS WITH IMPROVED KNIFE GUIDES	United States of America	Granted	11/676,597	20-Feb-07	7,494,403	24-Feb-09
KNIFE SHARPENERS WITH IMPROVED KNIFE GUIDES	United States of America	Granted	12/031,143	14-Feb-08	7,452,262	18-Nov-08

SHARPENER FOR BLADES OF FOOD SLICERS	United States of America	Granted	11/681,373	2-Mar-07	7,390,243	24-Jun-08
PRECISION SHARPENER FOR HUNTING AND ASIAN KNIVES	United States of America	Granted	12/103,007	15-Apr-08	7,686,676	30-Mar-10
SHARPENER TO CREATE FACTORY QUALITY EDGES ON KNIVES WITH WIDELY DIFFERENT EDGE ANGLES	United States of America	Published	12/401,034	10-Mar-09		
ACCURATE TEMPERATURE MEASUREMENT IN HOUSEHOLD KETTLES	United States of America	Granted	12/432,229	29-Apr-09	8,124,917	28-Feb-12
MANUAL SHARPENER	United States of America	Granted	29/317,606	2-May-08	D587,551	3-Mar-09
ELECTRONIC KETTLE	United States of America	Granted	29/328,984	5-Dec-08	D599,161	1-Sep-09
ELECTRIC PIZZELLE MAKER	United States of America	Granted	29/317,614	2-May-08	D588,395	17-Mar-09
CROSS-GRIND SHARPENER	United States of America	Granted	29/356,250	23-Feb-10	D620,332	27-Jul-10
SHARPENERS TO CREATE CROSS-GRIND KNIFE EDGES	United States of America	Granted	12/845,961	29-Jul-10	8,043,143	25-Oct-11
MANUAL KNIFE SHARPENER	United States of America	Granted	29/357,459	12-Mar-10	D629,273	21-Dec-10
MANUAL SHARPENER FOR ASIAN & EURO/AMERICAN KNIVES	United States of America	Granted	13/045,846	11-Mar-11	9,168,627	27-Oct-15
THREE STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/364,195	21-Jun-10	D641,225	12-Jul-11
TWO STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/364,197	21-Jun-10	D641,226	12-Jul-11
THREE STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/385,562	16-Feb-11	D652,284	17-Jan-12
TWO-STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/385,814	21-Feb-11	D651,887	10-Jan-12
TWO STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/410,712	11-Jan-12	D665,647	21-Aug-12
PRECISION SHARPENER FOR CERAMIC KNIFE BLADES	United States of America	Granted	13/719,595	19-Dec-12	8,585,462	19-Nov-13
TWO STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/415,770	14-Mar-12	D669,755	30-Oct-12
PIE MAKER	United States of America	Granted	29/415,052	7-Mar-12	D670,954	20-Nov-12
WAFFLE MAKER	United States of America	Granted	29/415,053	7-Mar-12	D670,530	13-Nov-12
KNIFE SHARPENER	United States of America	Granted	29/415,055	7-Mar-12	D688,545	27-Aug-13
THREE STAGE MANUAL KNIFE SHARPENER	United States of America	Granted	29/427,444	18-Jul-12	D680,399	23-Apr-13
KNIFE SHARPENER	United States of America	Granted	29/441,495	7-Jan-13	D699,534	18-Feb-14
COMBINATION SHARPENER ASSEMBLY	United States of America	Granted	13/927,253	26-Jun-13	8,678,882	25-Mar-14
MANUALLY OPERATED SHARPENER	United States of America	Granted	14/094,852	3-Dec-13	8,721,399	13-May-14
COMBINATION SHARPENER HAVING TWO SHARPENING COMPONENTS	United States of America	Granted	29/455,443	21-May-13	D705,625	27-May-14
FOOD SLICER	United States of America	Granted	29/491,472	21-May-14	D718,085	6-Nov-14
FOOD GRINDER	United States of America	Granted	29/484,225	7-Mar-14	D712,696	9-Sep-14

[Signature Page to Patent Security Agreement]

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ELECTRIC KNIFE SHARPENER FOR CERAMIC BLADES	United States of America	Published	14/645,468	12-Mar-15	9242331	26-Jan-16
ELECTRIC KNIFE SHARPENER	United States of America	Granted	29/491,303	20-May-14	D721937	3-Feb-15
TABLE TOP GRILL	United States of America	Granted	29/502,302	15-Sep-14	D736,029	11-Aug-15
COMPACT MANUAL KNIFE SHARPENER	United States of America	Pending	29/538,242	2-Sep-15	D754,514	26-Apr-16
HIGH SPEED PRECISION SHARPENING APPARATUS	United States of America	Granted	90/00,8046	15-May-06	6649th	10-Feb-09
SHARPENING APPARATUS	United States of America	Granted	09/039,128	13-Mar-98	6,012,971	11-Jan-00
VERSATILE MANUAL SHARPENERS	United States of America	Granted	08/889,768	8-Jul-97	5,868,611	9-Feb-99
VERSATILE ULTRAHONE SHARPENER	United States of America	Granted	09/226,569	7-Jan-99	6,113,476	5-Sep-00
VERSATILE ULTRAHONE SHARPENER	United States of America	Granted	09/641,463	18-Aug-00	6,267,652	31-Jul-01
BATCH TOASTER	United States of America	Granted	09/569,841	12-May-00	6,267,044	31-Jul-01
HIGH SPEED BAKING IN NOVEL TOASTING APPARATUS	United States of America	Granted	09/917,996	30-Jul-01	6,584,889	1-Jul-03
HIGH SPEED BAKING IN NOVEL OASTING APPARATUS	United States of America	Granted	10/428,143	30-Apr-03	7,036,424	2-May-06
HIGH SPEED BAKING IN NOVEL TOASTING APPARATUS	United States of America	Granted	11/355,274	15-Feb-06	7,472,644	6-Jan-09
HIGH SPEED BAKING IN NOVEL TOASTING APPARATUS	United States of America	Granted	11/354,757	15-Feb-06	7,354,612	8-Apr-08
MANUAL KNIFE SHARPENER WITH ANGLE CONTROL	United States of America	Granted	10/023,190	18-Dec-01	6,726,551	27-Apr-04
MANUAL KNIFE SHARPENER WITH ANGLE CONTROL	United States of America	Granted	10/683,799	10-Oct-03	6,881,137	19-Apr-05
APPARATUS FOR PRECISION EDGE REFINEMENT OF METALLIC CUTTING BLADES	United States of America	Granted	10/321,019	17-Dec-02	6,863,600	8-Mar-05
FOOD SLICER	United States of America	Granted	29/186,555	17-Jul-03	D513,682	24-Jan-06
FOOD SLICER	United States of America	Granted	29/169,123	15-Oct-02	D488,953	27-Apr-04