

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4365040

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TPS, LLC	03/06/2015
WISCONSIN OVEN CORPORATION	03/06/2015
RECEIVING PARTY DATA	
Name:	FIRST NATIONAL BANK OF PENNSYLVANIA
Street Address:	1 NORTH SHORE CENTER
Internal Address:	NO 503
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15212
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7213541
Patent Number:	6305930
Patent Number:	7708960
Patent Number:	7943887
Patent Number:	7993574
Application Number:	14020018
Application Number:	14038237
CORRESPONDENCE DATA	
Fax Number:	(216)696-0740
<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:	216-861-7986
Email:	TWALTOSHAWRANKO@BAKERLAW.COM
Correspondent Name:	MELISSA LEONARD/BAKER & HOSTETLER LLP
Address Line 1:	127 PUBLIC SQUARE
Address Line 2:	KEY TOWER, SUITE 2000
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	92527.000001
NAME OF SUBMITTER:	MELISSA LEONARD

PATENT

SIGNATURE:	/ML/
DATE SIGNED:	04/12/2017
Total Attachments: 13 source=first national bank of pennsylvania#page1.tif source=first national bank of pennsylvania#page2.tif source=first national bank of pennsylvania#page3.tif source=first national bank of pennsylvania#page4.tif source=first national bank of pennsylvania#page5.tif source=first national bank of pennsylvania#page6.tif source=first national bank of pennsylvania#page7.tif source=first national bank of pennsylvania#page8.tif source=first national bank of pennsylvania#page9.tif source=first national bank of pennsylvania#page10.tif source=first national bank of pennsylvania#page11.tif source=first national bank of pennsylvania#page12.tif source=first national bank of pennsylvania#page13.tif	

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be further amended, restated or otherwise modified, this "Agreement") is made effective as of the 6th day of March, 2015 by TPS, LLC, a Delaware limited liability company (the "Borrower"), and WISCONSIN OVEN CORPORATION, a Wisconsin corporation (the "Subsidiary" and together with the Borrower, the "Grantors" and each, a "Grantor"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA, a national banking association, as the administrative agent for the lenders under the Credit Agreement, as hereinafter defined (together with its successors and permitted assigns, the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

The Borrower is entering into that certain Amended and Restated Credit and Security Agreement, dated as of March 6, 2015 (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement"), with the lenders from time to time party thereto (together with their respective successors and permitted assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), the Administrative Agent, and F.N.B. Capital Markets, as lead arranger and sole book runner.

Each Grantor deems it to be in the direct pecuniary and business interests of that Grantor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Each Grantor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that each Grantor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

This Agreement amends and restates that certain Intellectual Property Security Agreement, dated February 28, 2014, executed by the Borrower.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms

that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment substantially in the form of Exhibit A attached hereto.

“Collateral” means, collectively, each Grantor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, domain names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms trade secrets and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing; provided, notwithstanding the foregoing, “Collateral” shall not include any “intent-to-use” application or any other application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement or the Credit Agreement, the right of the Administrative Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of the Administrative Agent or any Lender to a Grantor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“USCO” means the United States Copyright Office.

“USPTO” means the United States Patent and Trademark Office.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, each Grantor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of that Grantor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Administrative Agent and each Lender as follows:

4.1. No Collateral of any Grantor has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable in all material respects.

4.3. No Grantor has knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Collateral, free and clear of all Liens.

4.5. Each Grantor has full power, authority and legal right to pledge its Collateral and enter into this Agreement and perform and observe the provisions hereof.

4.6. Each Grantor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect on the Grantors.

5. Further Assignment Prohibited. No Grantor shall enter into any agreement that is inconsistent with a Grantor’s obligations under this Agreement and shall not otherwise sell or assign its interest in, or, except as permitted in the Credit Agreement, grant any license or sublicense with respect to, any Intellectual Property of a Grantor, without the Administrative Agent’s prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Reserved.

7. Standard Patent and Trademark Use. No Grantor shall use the Collateral in any manner that would jeopardize the validity or legal status thereof as determined in the reasonable business judgment of the Borrower. Each Grantor shall comply with all patent marking requirements as specified in 35 U.S.C. §287, if applicable. Each Grantor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate, as determined in the reasonable business judgment of Borrower.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default for purposes of this Agreement.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. and the New York Revised Statutes as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Each Grantor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, may record this Agreement with the USCO, the USPTO and any other applicable government office or agency whether within the U.S. or foreign, as appropriate. Contemporaneously herewith, each Grantor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.4. If an Event of Default shall occur and be continuing, each Grantor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate each Grantor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to any Grantor or any other Person or property, all of which each Grantor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that a Grantor may have therein, at any time, or from time to time. No prior notice need be given to any Grantor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the applicable Grantor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Each Grantor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from

any right of redemption, all of which rights the Grantors hereby waive and release. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the applicable Grantor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall at all times have the right to obtain new appraisals of each Grantor or the Collateral, the cost of which shall be paid by the Grantors.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Each Grantor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that no Grantor shall be obligated to maintain any Collateral in the event the Borrower determines, in the reasonable business judgment of the Borrower, that the maintenance of such Collateral is no longer material or useful to any Grantor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Grantors, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. Each Grantor's Obligation to Prosecute. Except as excused pursuant to the Credit Agreement or otherwise agreed to by the Administrative Agent in writing, each Grantor shall, based on its reasonable business judgment, have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by any Grantor in connection with the Collateral shall be borne by a Grantor. No Grantor shall abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment is no longer material or useful to any Grantor's business.

11. Administrative Agent's Right to Enforce. Each Grantor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 11, in the event the

Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by a Grantor.

12. Power of Attorney. Each Grantor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as that Grantor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, that Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If any Grantor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of that Grantor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Grantors' expense, and each Grantor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Each Grantor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) shall have been paid in full and the Commitment terminated, any Grantor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof. The Grantors shall provide to the Administrative Agent, on a quarterly basis (as necessary), a list of any patents, trademarks or copyrights that have been federally registered by each Grantor since the last list so delivered. For clarification purposes, the representations, warranties and covenants of each Grantor hereunder shall not apply to any intellectual property assets until they are owned by a Grantor and constitute Collateral hereunder.

16. Modifications for New Collateral. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's request, each Grantor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of any Grantor.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Grantor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two (2) Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt. All notices from a Grantor to the Administrative Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by the Administrative Agent or such Lender, as the case may be.

18. No Waiver or Course of Dealing. No course of dealing between a Grantor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Grantors and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by any Grantor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon each Grantor and the successors and permitted assigns of that Grantor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and permitted assigns. Any attempted assignment or transfer by a Grantor without the prior written consent of the Administrative Agent shall be null and void.

23. Release of Collateral; Termination.

(a) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Pledgor in a transaction permitted by the Credit Agreement, then (i) the Lien on such Collateral created hereby shall be automatically released and (ii) the Administrative Agent, at the request and sole expense of such Pledgor, promptly shall execute and deliver to such Pledgor all releases or other documents determined to be necessary or advisable to evidence the release of the Liens created hereby on such Collateral. At the request and sole expense of the Pledgors, a Pledgor shall be automatically released from its obligations hereunder in the event that all the capital stock of such Pledgor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, and the Administrative Agent promptly shall execute and deliver to such Pledgor all releases or other documents determined to be necessary or advisable to evidence such release.

(b) At such time as the Secured Obligations shall have been paid in full (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, this agreement shall automatically terminate and be of no further force and effect. Any such termination agreed to in writing by the Administrative Agent shall be effective to terminate this Agreement. Upon written request of a Grantor, the Administrative Agent shall promptly execute and deliver to that Grantor all deeds, assignments, and other instruments as may be necessary or advisable to release the Administrative Agent's security interest in that Grantor's Collateral and to re-vest in that Grantor full title to the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. Each Grantor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of each party hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each party hereto agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. EACH GRANTOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG A GRANTOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Amended and Restated Intellectual Property Security Agreement as of the date first set forth above.

TPS, LLC

By: 

Name: Ron Cozean

Title: Executive Chairman

WISCONSIN OVEN CORPORATION

By: 

Name: Ron Cozean

Title: Executive Chairman

Schedule 1
to
Intellectual Property Security Agreement


Patents:

Grantor	Country	Title	Patent No.
TPS, LLC	USA	Steam generating method and apparatus simulation test chambers	7213541
TPS, LLC	USA	A vertical multiple stage oven	6305930
TPS, LLC	USA	Dry heat convection sterilization system	7708960
TPS, LLC	USA	Indexing method and apparatus for an electroheating technology oven	7943887
TPS, LLC	USA	Board lined furnace with side immersion heating elements	7993574
TPS, LLC	USA	Thermal System Including an Environmental Test Chamber	14/020,018
TPS, LLC	USA	Focused Airflow in a Two Truck Wide Vivarium	14/038,237

Trademarks:

Grantor	Country	Trademark	Status
TPS, LLC	US	AUTOLADLE	Registered
TPS, LLC	US	BLUE M	Registered
TPS, LLC	EM	BLUE M	Registered
TPS, LLC	CN	BLUE M	Registered
TPS, LLC	MX	BLUE M	Registered
TPS, LLC	CN	BLUE M	Registered
TPS, LLC	MX	BLUE M	Registered
TPS, LLC	CN	BLUE M	Registered
TPS, LLC	US	C-EVO	Registered
TPS, LLC	CN	C-EVO	Registered
TPS, LLC	CN	C-EVO	Registered
TPS, LLC	US	COMPACT	Registered
TPS, LLC	US	ECLIPSE	Registered
TPS, LLC	US	FRICTION-AIRE	Registered
TPS, LLC	CN	GRUENBERG	Registered
TPS, LLC	US	GRUENBERG	Pending
TPS, LLC	CN	GRUENBERG (in Chinese Characters)	Registered
TPS, LLC	US	HOLIMESY	Registered
TPS, LLC	US	HOMO	Registered
TPS, LLC	CA	HOMOCARB	Registered
TPS, LLC	US	HYAM	Registered
TPS, LLC	US	INTUATOUCH	Pending
TPS, LLC	US	INTUAWEB	Pending
TPS, LLC	US	LINDBERG	Registered
TPS, LLC	AR	LINDBERG	Registered
TPS, LLC	AU	LINDBERG	Registered

Grantor	Country	Trademark	Status
TPS, LLC	CA	LINDBERG	Registered
TPS, LLC	CN	LINDBERG	Registered
TPS, LLC	JP	LINDBERG	Registered
TPS, LLC	KR	LINDBERG	Registered
TPS, LLC	KR	LINDBERG	Registered
TPS, LLC	RU	LINDBERG	Registered
TPS, LLC	EM	LINDBERG	Registered
TPS, LLC	CN	LINDBERG (Chinese Transliteration)	Registered
TPS, LLC	CN	LINDBERG (Chinese Transliteration)	Registered
TPS, LLC	US	LINDBERG HEVI-DUTY	Registered
TPS, LLC	CA	LINDBERG/MPH	Registered
TPS, LLC	US	LINDBERG/MPH	Registered
TPS, LLC	IN	LINDBERG/MPH	Pending
TPS, LLC	CN	LINDBERG/MPH	Registered
TPS, LLC	BR	LINDBERG/MPH	Registered
TPS, LLC	AU	LINDBERG/MPH	Registered
TPS, LLC	TW	LINDBERG/MPH	Registered
TPS, LLC	NO	LINDBERG/MPH	Registered
TPS, LLC	CN	LUNAIRE	Registered
TPS, LLC	US	LUNAIRE	Registered
TPS, LLC	CN	LUNAIRE (in Chinese Characters)	Registered
TPS, LLC	EM	M (& Lightning Design)	Registered
TPS, LLC	US	MOLDATHERM	Registered
TPS, LLC	AR	MOLDATHERM	Registered
TPS, LLC	JP	MOLDATHERM (in Roman & Katakana Characters)	Registered
TPS, LLC	US	PACEMAKER	Registered
TPS, LLC	US	SILVER SELECT	Pending
TPS, LLC	US	STERI-DRY	Registered
TPS, LLC	US	TC SERIES	Published
TPS, LLC	US	TEMPERITE	Registered
TPS, LLC	US	TENNEY	Registered
TPS, LLC	EM	TENNEY	Registered
TPS, LLC	CN	TENNEY	Registered
TPS, LLC	MX	TENNEY	Registered
TPS, LLC	CN	TENNEY (Chinese Transliteration)	Registered
TPS, LLC	CN	TENNEY (Chinese Transliteration)	Registered
TPS, LLC	US	THERMAL PRODUCTS SOLUTIONS	Registered
TPS, LLC	US	TPS	Registered
TPS, LLC	US	TPS (& Design)	Registered
TPS, LLC	CN	TPS (& Design)	Registered
TPS, LLC	US	TPS THERMAL PRODUCT SOLUTIONS (& Design)	Registered

Grantor	Country	Trademark	Status
TPS, LLC	US	TREET-ALL	Registered
TPS, LLC	US	ULTRA-TEMP	Registered
TPS, LLC	CA	VAPOCARB	Registered
TPS, LLC	US	PRECISIONFLO (& design)	Pending
TPS, LLC	US	UTC	Pending
Wisconsin Oven Corporation		WO	
	US		Registered