

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4960094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
OLDE THOMPSON, LLC			05/14/2018
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 PARK AVENUE, 4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	D498982		
Patent Number:	D496830		
Patent Number:	D491768		
Patent Number:	D490273		
CORRESPONDENCE DATA			
Fax Number:	(800)914-4240		
<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:	614-280-3576		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	JADE TANKS		
Address Line 1:	4400 EASTON COMMONS WAY SUITE 125		
Address Line 4:	COLUMBUS, OHIO 43219		
NAME OF SUBMITTER:	DEIRDRE MANGAN		
SIGNATURE:	/Deirdre Mangan/		
DATE SIGNED:	05/14/2018		
Total Attachments: 6			
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “Agreement”), dated as of May 14, 2018, is made by the undersigned party (“Grantor”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **OT ACQUISITION CO. LLC**, a Delaware limited liability company (“Holdings”), the financial institution(s) listed on the signature pages thereof and their respective successors and assigns party thereto from time to time (each individually a “Lender” and collectively “Lenders”), **ALLY BANK** (in its individual capacity, “Ally”), as Agent, and immediately upon consummation of the Closing Date Acquisition, **OLDE THOMPSON, LLC**, a California limited liability company (“OT”) and any other Guarantor from time to time a party thereto (together with Holdings, individually and collectively, “Guarantor”), (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan 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 Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Patent Collateral”):

(a) all of its Patents and all licenses providing for the grant by or to 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. Recordation. Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of 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. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and licenses subject to a security interest hereunder.

Section 6. Counterparts. This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 7. Governing Law. This 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 New York.

[Signature pages follow]

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

GRANTOR:

OLDE THOMPSON, LLC

By: _____

Name: A.J. Tracey

Title: Vice President

SIGNATURE PAGE
PATENT SECURITY AGREEMENT

PATENT
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ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By Colleen K. Bort
Name: Colleen Bort
Title: Authorized Signatory

SIGNATURE PAGE
PATENT SECURITY AGREEMENT

PATENT
REEL: 046151 FRAME: 0555

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

TITLE	PATENT NO. ISSUE DATE	APPLICATION NO. FILING DATE
Spice Rack Carousel	D498982 11/30/2004	29/188141 8/12/2003
Spice Container with Dispensing Lid	D496830 10/5/2004	29/188154 8/12/2003
Lazy Susan Spice Rack Design	D491768 6/22/2004	29/188318 8/14/2003
Revolving Spice Rack Carousel	D490273 5/25/2004	29/188140 8/12/2003

SCHEDULE I
PATENT AND SECURITY AGREEMENT

RECORDED: 05/14/2018

**PATENT
REEL: 046151 FRAME: 0556**