

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- PATENTS	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SIGNATURE BRANDS, LLC	10/25/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CERBERUS BUSINESS FINANCE AGENCY, LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	875 THIRD AVENUE	
<b>Internal Address:</b>	19TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7107691	
Patent Number:	7533470	
Patent Number:	D524120	
Patent Number:	D584116	
Patent Number:	6260480	
Patent Number:	6342175	
Patent Number:	6497046	
Patent Number:	6578710	
Patent Number:	7237922	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)593-5955	
<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>		
<b>Phone:</b>	212-756-2132	
<b>Email:</b>	scott.kareff@srz.com	
<b>Correspondent Name:</b>	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP	
<b>Address Line 1:</b>	919 THIRD AVENUE	
<b>Address Line 2:</b>	19TH FLOOR	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1817
<b>NAME OF SUBMITTER:</b>	SCOTT KAREFF (014951-1817)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	10/25/2018
<b>Total Attachments: 3</b> source=Hero - Patent Security Agreement#page1.tif source=Hero - Patent Security Agreement#page2.tif source=Hero - Patent Security Agreement#page3.tif	

**GRANT OF A SECURITY INTEREST --PATENTS**

This Patent Security Agreement (this "Patent Security Agreement") is made as of October 25, 2018, by Signature Brands, LLC ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 25, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

SIGNATURE BRANDS, LLC

By: TC Signature Purchaser LLC, its manager

By: TC Signature Holdings LLC, its sole member

By:   
Name: Brian Crosby  
Title: President and Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

\*An asterisk is used to indicate registered intellectual property that Grantor acquired upon the dissolution of Pumpkin Masters LLC in 2007, but with respect to which public record has not yet been updated to reflect Grantor as the owner.

<u>COUNTRY</u>	<u>TITLE</u>	<u>TYPE</u>	<u>STATUS</u>	<u>APP NO</u>	<u>PATENT NO</u>	<u>OWNER/ ASSIGNEE</u>
U.S.	Electric knife adapted for safely carving [sic] pumpkins and other fruits and vegetables	Utility	Issued	10/885,047	7,107,691	Signature Brands, LLC
U.S.	Electric knife adapted for safely carving pumpkins and other fruits and vegetables	Utility	Issued	11/464,102	7,533,470	Signature Brands, LLC
U.S.	Handle for vegetable carving knife	Design	Issued	29/219,431	D524120	Signature Brands, LLC
U.S.	Pumpkin carving knife	Design	Issued	29/298,147	D584116	Signature Brands, LLC
U.S.	Egg cleaning and decorating method and kit therefor	Utility	Issued	09/334,475	6,260,480	Signature Brands, LLC*
U.S.	Method of carving shapes in a pumpkin shell	Utility	Issued	09/348,850	6,342,175	Signature Brands, LLC*
U.S.	Safety saw for cutting soft materials	Utility	Issued	09/156,986	6,497,046	Signature Brands, LLC*
U.S.	Pumpkin decorating kit and method using light guiding pegs	Utility	Issued	09/889,338	6,578,710	Signature Brands, LLC*
U.S.	Pumpkin illumination stake	Utility	Issued	11/174,704	7,237,922	Signature Brands, LLC