

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5534461

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT SUPPL.	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	COURTESY PRODUCTS, L.L.C.	05/21/2019
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC	
Street Address:	520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10144580
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>		
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NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	05/22/2019	
Total Attachments: 6		
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SECOND LIEN GRANT OF SECURITY INTEREST IN PATENTS

This Grant of Security Interest in Patents, dated as of May 21, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this "Agreement"), is made by the entity identified as grantor on the signature page hereto (the "Grantor") in favor of Jefferies Finance LLC, as collateral agent, (the "Collateral Agent").

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Collateral Agent, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral

SECTION 2.1 The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"); provided that the Patent Collateral shall not include any Excluded Assets:

(a) all patents of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any patents, (c) all inventions, designs and improvements described and claimed therein, (d) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (f) all rights corresponding thereto throughout the world and (g) rights to sue for past, present or future infringements thereof.

SECTION 3. Security Agreement

This Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of

which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
date first written above.

COURTESY PRODUCTS, L.L.C.,
Grantor

By 

Name: Josh Siano

Title: Chief Financial Officer

[Signature Page to Second Lien Supplemental Patent Security Agreement]

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

U.S. Patent Registrations

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Courtesy Products, L.L.C.	Brew basket and filter pack for electric coffee brewing machine	15674590 08/11/2017	10144580 12/04/2018

U.S. Patent ApplicationsNone