

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6344240

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INSTANT BRANDS INC.	10/09/2020
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	D838546
Patent Number:	D852224
Application Number:	15967796
Application Number:	16194616
Application Number:	16546954
Application Number:	16661004
Application Number:	16661248
Application Number:	16661567
Application Number:	16745408
Application Number:	16747015
Application Number:	29649768
Application Number:	29663691
Application Number:	29663693
Application Number:	29664429
Application Number:	29691941
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA
Address Line 1: 885 THIRD AVE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049133-0329

NAME OF SUBMITTER: JESSICA BAJADA-SILVA

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 10/09/2020

Total Attachments: 5

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US Patent Security Agreement

US Patent Security Agreement, dated as of October 9, 2020 (this "Patent Security Agreement"), by Instant Brands Inc. (the "Grantor"), in favour of Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Grantor is party to a Canadian Security Agreement dated as of October 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favour of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, 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. The Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (collectively, the "Patent Collateral"):

(a) Patents of the Grantor listed on Schedule I attached hereto, together with any and all (i) inventions, designs and improvements described or claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Section 4. Termination. On the Termination Date or as otherwise set forth in Section 11.5 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

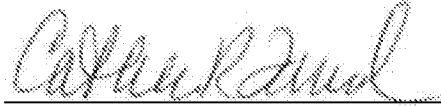
Section 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Province of Ontario and the federal laws of Canada applicable therein.

[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.

Very truly yours,

INSTANT BRANDS INC.

By: 
Name: Catherine R. Landman
Title: Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

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.

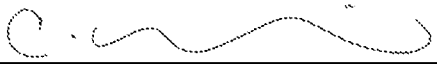
Very truly yours,

INSTANT BRANDS INC.

By: _____
Name: Catherine R. Landman
Title: Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Christopher Nanno
Title: Director & Vice President

SCHEDULE I
to
US PATENT SECURITY AGREEMENT
ISSUED US PATENTS AND PATENT APPLICATIONS

U.S. Issued Patents:

OWNER	PATENT NO.	ISSUE DATE	NAME
Instant Brands Inc.	D838546	2019/01/22	Pressure cooker control
Instant Brands Inc.	D852224	2019/06/25	Display screen with

U.S. Patent Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	NAME
Instant Brands Inc.	15/967796	2018/05/01	APPARATUS FOR COOLING A PRESSURE COOKER LID
Instant Brands Inc.	16/194616	2018/11/19	SAFETY LID FOR A PRESSURE COOKER
Instant Brands Inc.	16/546954	2019/08/21	INDUCTION HEATING FOOD PROCESSOR
Instant Brands Inc.	16/661004	2019/10/23	PRESSURE COOKING APPLIANCE WITH LID
Instant Brands Inc.	16/661248	2019/10/23	COOKING APPLIANCE
Instant Brands Inc.	16/661567	2019/10/23	COOKING APPLIANCE
Instant Brands Inc.	16/745408	2020/01/17	AIR FRYER
Instant Brands Inc.	16/747015	2020/01/20	AIR FRYER
Instant Brands Inc.	29/649768	2018/06/01	Pressure cooker
Instant Brands Inc.	29/663691	2018/09/18	Display screen or portion thereof with graphical user interface
Instant Brands Inc.	29/663693	2018/09/18	Display screen or portion thereof with graphical user interface
Instant Brands Inc.	29/664429	2018/09/25	Cooker lid handle strip
Instant Brands Inc.	29/691941	2019/05/21	Cooker