

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6592899

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	KCP FOOD (U.S.) INC.	03/08/2021
RECEIVING PARTY DATA		
Name:	1699803 ONTARIO INC., AS THE LENDER	
Street Address:	7650 BIRCHMOUNT ROAD	
City:	MARKHAM	
State/Country:	CANADA	
Postal Code:	L3R 6B9	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	D851449	
Patent Number:	D851448	
Patent Number:	D736616	
Application Number:	16104395	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4565	
<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:	312-577-8265	
Email:	kristin.brozovic@katten.com	
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN	
Address Line 1:	525 W MONROE ST	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	344132-1	
NAME OF SUBMITTER:	KRISTIN BROZOVIC	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	03/10/2021	
Total Attachments: 5		
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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Lender pursuant to or in connection with this Agreement or any other Collateral Document, and the exercise of any right or remedy by the Lender hereunder or thereunder are subject to the provisions of the Subordination Agreement dated as of March 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), between Wells Fargo Bank, National Association, as the Senior Agent, and 1699803 Ontario Inc., as the Subordinated Creditor. In the event of any conflict between the terms of the Subordination Agreement and this agreement or any Collateral Document, the terms of the Subordination Agreement shall control.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 8, 2021 is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of **1699803 ONTARIO INC.** (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Secured Note dated as of March 8, 2021 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Note") made by **SAR HOLDINGS, INC.**, a Delaware corporation (the "Borrower") in favor of the Lender, the Lender has made a Loan (as defined in the Note) to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has, pursuant to a Guaranty and Security Agreement, dated as of March 8, 2021, in favor of the Lender (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "General Security Agreement"), guaranteed the Secured Obligations (as defined in the Note) of the Borrower;

WHEREAS, the Grantor has, pursuant to the General Security Agreement, granted a security interest in substantially all of its assets in favor of the Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Grantor is party to the General Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make the Loan to the Borrower under the Note, the Grantor hereby agrees with the Lender as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of

its right, title and interest in, to and under the following Collateral of the Grantor (other than Excluded Property) (the "Patent Collateral"):

(a) all of its U.S. registered Patents, including, without limitation, those referred to on Schedule 1 hereto;

all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

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.

General Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the General Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission (including in .pdf format) shall be effective as delivery of a manually executed counterpart hereof.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the General Security Agreement, the General Security Agreement shall prevail.

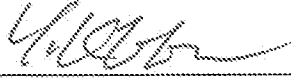
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GRANTOR:

KCP FOOD (U.S.) INC., a Delaware corporation

By: _____

Name: Tony Chiu

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

1699803 ONTARIO INC., as the Lender

By: 
Name: James Chim
Title: Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Application No.	Application Date	Patent No./Publication No.	Patent Date/Publication Date	Owner
Back panel for clamshell griddle	29614330	8/17/17	D851449	6/18/19	KCP Food (U.S.) Inc.
Clip for a clamshell griddle	29614328	8/17/17	D851448	6/18/19	KCP Food (U.S.) Inc.
Food container with a holder	29479185	1/13/14	D736616	8/18/15	KCP Food (U.S.) Inc.
CLAMSHELL GRIDDLE	16104395	8/17/18	20190053662	2/21/19	KCP Food (U.S.) Inc.

2. PATENT APPLICATIONS

None.