

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7459165

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
HPC BRANDS, LLC		03/25/2022
RECEIVING PARTY DATA		
Name:	ROYAL BANK OF CANADA	
Street Address:	200 BAY STREET	
Internal Address:	12TH FLOOR, SOUTH TOWER	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5J 2W7	
PROPERTY NUMBERS Total: 63		
Property Type	Number	
Application Number:	17333526	
Application Number:	17084000	
Application Number:	17333948	
Application Number:	17102942	
Application Number:	17209799	
Application Number:	29781980	
Application Number:	17382002	
Application Number:	17508329	
Application Number:	29580399	
Application Number:	29596497	
Application Number:	29596498	
Application Number:	29596315	
Application Number:	29596311	
Application Number:	29596040	
Application Number:	29596010	
Application Number:	29596200	
Application Number:	29596515	
Application Number:	29596499	
Application Number:	29595966	

PATENT

Property Type	Number
Application Number:	29596310
Application Number:	29596213
Application Number:	29595965
Application Number:	29595970
Application Number:	29596512
Application Number:	29596308
Application Number:	29584349
Application Number:	29584936
Application Number:	29584991
Application Number:	29584354
Application Number:	29589052
Application Number:	29584360
Application Number:	29596508
Application Number:	29596020
Application Number:	29596514
Application Number:	29596513
Application Number:	29596501
Application Number:	29596307
Application Number:	29596038
Application Number:	29596037
Application Number:	29596510
Application Number:	29596042
Application Number:	29595961
Application Number:	29596214
Application Number:	29596192
Application Number:	29595957
Application Number:	29596511
Application Number:	29596509
Application Number:	29596006
Application Number:	29595955
Application Number:	29592326
Application Number:	29589050
Application Number:	29580362
Application Number:	29580364
Application Number:	29592322
Application Number:	29596199
Application Number:	29595954
Application Number:	29592324

Property Type	Number
Application Number:	29580389
Application Number:	29580363
Application Number:	29509654
Application Number:	29461183
Application Number:	29464300
Application Number:	29302399

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128598000

Email: teas@friedfrank.com

Correspondent Name: JUSTIN CHARLES C/O FRIED FRANK ET AL

Address Line 1: 1 NEW YORK PLAZA

Address Line 2: 27TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 030107-00061

NAME OF SUBMITTER: JUSTIN CHARLES

SIGNATURE: /Justin Charles/

DATE SIGNED: 07/29/2022

Total Attachments: 9

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of March 25, 2022 (this “Agreement”), made by HPC BRANDS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of June 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Spectrum Brands, Inc., a Delaware corporation (the “Lead Borrower”), each subsidiary of the Lead Borrower from time to time party thereto, SB/RH Holdings, LLC, a Delaware limited liability company, and Royal Bank of Canada (as successor to Deutsche Bank AG New York Branch), as collateral agent for the Secured Parties referred to therein (together with its subsequent successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Intellectual Property Collateral”): (i) all U.S. registered and applied for Patents, including those listed on Schedule I, (ii) all U.S. registered and applied for Copyrights, including those listed on Schedule II, and (iii) all U.S. registered Trademarks, including those listed on Schedule III; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more

counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Intellectual Property Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HPC Brands, LLC

By: Joanne Chomiak
Name: Joanne P. Chomiak
Title: Vice President

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Helena Sadowski
Title: Manager, Agency

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by HPC Brands, LLC

U.S. Patent Registrations

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Waffle Maker (Divisional)	HPC Brands, LLC	USA	17/333,526		N/A	
Indoor Smokeless Grill	HPC Brands, LLC	USA	17/084,000	10-29-2020	11,051,651	7-6-2021
Indoor Smokeless Grill (Continuation)	HPC Brands, LLC	USA	17/333,948		N/A	
Dual Zone Multi-Purpose Cooking Apparatus	HPC Brands, LLC	USA	17/102,942		N/A	
Multipurpose Food Processor (Pasta and Beyond)	HPC Brands, LLC	USA	17/209,799		N/A	
Design Application: Apparatus for Cooking Stuffed Waffles (US Design)	HPC Brands, LLC	USA	29/781,980		N/A	
Cooking Pan (Track One)	HPC Brands, LLC	USA	17/382,002		N/A	
Indoor Smokeless Grill and Air Fryer Combination Device (Track One)	HPC Brands, LLC	USA	17/508,329		N/A	
Fry Basket	HPC Brands, LLC	USA	29/580,399	10-07-2016	D796259	09-05-2017
Cooking Apparatus	HPC Brands, LLC	USA	29/596,497	03-08-2017	D860725	09-24-2019
Cooking Pan	HPC Brands, LLC	USA	29/596,498	03-08-2017	D859060	09-10-2019
Cooking Apparatus	HPC Brands, LLC	USA	29/596,315	03-07-2017	D859058	09-10-2019
Cooking Apparatus	HPC Brands, LLC	USA	29/596,311	03-07-2017	D830112	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,040	03-03-2017	D830111	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,010	03-03-2017	D830110	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,200	03-06-2017	D830105	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,515	03-08-2017	D830101	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,499	03-08-2017	D830100	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,966	03-03-2017	D830099	10-09-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,310	03-07-2017	D829487	10-02-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,213	03-06-2017	D828710	09-18-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,965	03-03-2017	D828075	09-11-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,970	03-03-2017	D827374	09-04-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,512	03-08-2017	D826621	08-28-2018

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Cooking Apparatus	HPC Brands, LLC	USA	29/596,308	03-07-2017	D826620	08-28-2018
Mesh Cooking Basket	HPC Brands, LLC	USA	29/584,349	11-14-2016	D825981	08-21-2018
Flat Pan	HPC Brands, LLC	USA	29/584,936	11-18-2016	D824208	07-31-2018
Griddle Pan	HPC Brands, LLC	USA	29/584,991	11-18-2016	D824205	07-31-2018
Cooking Basket	HPC Brands, LLC	USA	29/584,354	11-14-2016	D824204	07-31-2018
Steamer Plate	HPC Brands, LLC	USA	29/589,052	12-27-2016	D821140	06-26-2018
Steamer Ring	HPC Brands, LLC	USA	29/584,360	11-14-2016	D818771	05-29-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,508	03-08-2017	D817696	05-15-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,020	03-03-2017	D817076	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,514	03-08-2017	D817075	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,513	03-08-2017	D817074	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,501	03-08-2017	D817073	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,307	03-07-2017	D817072	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,038	03-03-2017	D817071	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,037	03-03-2017	D817070	05-08-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,510	03-08-2017	D816406	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,042	03-03-2017	D816405	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,961	03-03-2017	D816404	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,214	03-06-2017	D816389	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,192	03-06-2017	D816388	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,957	03-03-2017	D816387	05-01-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,511	03-08-2017	D815882	04-24-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,509	03-08-2017	D815881	04-24-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/596,006	03-03-2017	D815880	04-24-2018
Cooking Apparatus	HPC Brands, LLC	USA	29/595,955	03-03-2017	D815879	04-24-2018
Grill Mat	HPC Brands, LLC	USA	29/592,326	01-30-2017	D814847	04-10-2018
Steamer Ring	HPC Brands, LLC	USA	29/589,050	12-27-2016	D812975	03-20-2018
Baking Apparatus	HPC Brands, LLC	USA	29/580,362	10-07-2016	D812413	03-13-2018
Baking Apparatus	HPC Brands, LLC	USA	29/580,364	10-07-2016	D809848	02-13-2018
Grill Mat	HPC Brands, LLC	USA	29/592,322	01-30-2017	D803617	11-28-2017
Cooking Apparatus	HPC Brands, LLC	USA	29/596,199	03-06-2017	D801106	10-31-2017
Cooking Apparatus	HPC Brands, LLC	USA	29/595,954	03-03-2017	D801104	10-31-2017
Grill Mat	HPC Brands, LLC	USA	29/592,324	01-30-2017	D799887	10-17-2017
Steamer Plate	HPC Brands, LLC	USA	29/580,389	10-07-2016	D795640	08-29-2017
Baking Apparatus	HPC Brands, LLC	USA	29/580,363	10-07-2016	D786009	05-09-2017
Melon Slicer With Base Cover	HPC Brands, LLC	USA	29/509,654	11-19-2014	D776496	01-17-2017
See-Through Toaster	HPC Brands, LLC	USA	29/461,183	07-19-2013	D749886	02-23-2016
Blender Control Panel	HPC Brands, LLC	USA	29/464,300	08-15-2013	D711688	08-26-2014
Microwave Cooking System Lid	HPC Brands, LLC	USA	29/302,399	01-16-2008	D700474	03-04-2014

Schedule II
to Notice of Grant of Security Interest in Copyrights

Copyrights Owned by HPC Brands, LLC

U.S. Copyright Registrations



<u>Copyright Title</u>	<u>Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
FUSION JUICER - FUSIONJUICER.COM website	HPC Brands, LLC	USA	TX0007802213	9-26-2013
FUSION JUICER - infomercial full length version	HPC Brands, LLC	USA	PA0001879141	10-16-2013
FUSION JUICER-infomercial short length version	HPC Brands, LLC	USA	PA0001879147	10-16-2013
FUSION JUICER- Instructional DVD	HPC Brands, LLC	USA	PA0001875231	10-3-2013
FUSION JUICER - Operating Manual and Recipe Booklet	HPC Brands, LLC	USA	TX0007802210	10-8-2013
FUSION JUICER - Product Packaging	HPC Brands, LLC	USA	TX0007802211	9-26-2013
Jack LaLanne's power juicer box	HPC Brands, LLC	USA	VA0001325028	11-8-2005
Jack LaLanne's power juicer operating manual	HPC Brands, LLC	USA	TX0006210561	11-8-2005
Jack LaLanne's power juicer recipes for healthy living	HPC Brands, LLC	USA	TX0006210563	11-8-2005
Jack LaLanne's power juicer secrets of power juicing	HPC Brands, LLC	USA	TX0006210562	11-8-2005
Pasta express infomercial	HPC Brands, LLC	USA	PA0001381453	4-28-2006
Pasta Express retail box	HPC Brands, LLC	USA	VA0001360151	4-28-2006
Titan Peeler	HPC Brands, LLC	USA	PA0001613475	12-19-2008
Titan Vegetable Shaver	HPC Brands, LLC	USA	PA0001613477	12-17-2008

Schedule III
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by HPC Brands, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
STUFFED WAFFLIZER	HPC Brands, LLC	USA	97173504	12-15-2021	N/A	
WAFFLIZER	HPC Brands, LLC	USA	90257826	10-15-2020	N/A	
GRIND AND GO	HPC Brands, LLC	USA	90282489	10-27-2020	N/A	
PASTA & BEYOND	HPC Brands, LLC	USA	90603786	3-25-2021	N/A	
& BEYOND	HPC Brands, LLC	USA	90600650	3-24-2021	N/A	
POWER SMOKELESS GRILL	HPC Brands, LLC	USA	88164835	10/22/2018	N/A	
POWERXL	HPC Brands, LLC	USA	88705671	11/25/2019	6259201	2-2-2021
HOT SHOT SMOKELESS GRILL	HPC Brands, LLC	USA	88360841	3-28-2019	6045273	5-5-2020
COPPER CHEF DIAMOND	HPC Brands, LLC	USA	87982175	12-21-2017	5939045	12-17-2019
COPPER CHEF WONDERCOOKER	HPC Brands, LLC	USA	87751893	1-11-2018	6064686	5-26-2020
POWER AIRFRYER OVEN	HPC Brands, LLC	USA	87521635	1-10-2017	5952605	1-7-2020
CC COPPER CHEF	HPC Brands, LLC	USA	87499364	1-21-2017	5488044	6-5-2018
CC COPPER CHEF	HPC Brands, LLC	USA	87499343	6-21-2017	5360110	12-19-2017
COPPER CHEF CC	HPC Brands, LLC	USA	87354376	3-1-2017	5261276	8-8-2017
COPPER CHEF CC	HPC Brands, LLC	USA	87354361	3-1-2017	5261275	8-8-2017
MIRACLE CHEF	HPC Brands, LLC	USA	87244082	11-21-2016	6075272	6-9-2020
MICRO CHEF	HPC Brands, LLC	USA	87244007	11-21-2016	6228242	12-22-2020
COPPER CRISPER	HPC Brands, LLC	USA	87185614	9-28-2016	5215534	5-30-2017
ERIC THEISS	HPC Brands, LLC	USA	87164614	9-8-2016	5279612	9-5-2017
YOUR ALL- AROUND SQUARE PAN	HPC Brands, LLC	USA	87164610	9-8-2016	5424293	3-13-2018
ALL AROUND COOKING	HPC Brands, LLC	USA	87164592	9-8-2016	5356092	12-12-2017
FROM STOVE TOP TO OVEN TO TABLE	HPC Brands, LLC	USA	87164584	9-8-2016	5243201	7-11-2017
CERAMI TECH	HPC Brands, LLC	USA	87128738	8-5-2016	6115675	8-4-2020
COPPER CHEF CC	HPC Brands, LLC	USA	87128721	8-5-2016	5277890	8-29-2017

<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CC	HPC Brands, LLC	USA	87128715	8-5-2016	5297881	9-26-2017
CC	HPC Brands, LLC	USA	87128707	8-5-2016	5541585	8-14-2018
POWER AIRFRYER XL	HPC Brands, LLC	USA	87106791	7-18-2016	5183580	4-11-2017
POWER AIRFRYER OVEN	HPC Brands, LLC	USA	87521621	7-10-2017	5952604	1-7-2020
POWER QUICK POT	HPC Brands, LLC	USA	87768820	1-24-2018	6120759	8-4-2020
CERAMI-TECH	HPC Brands, LLC	USA	86738872	8-27-2015	5205519	5-16-2017
PERFECT COOKER	HPC Brands, LLC	USA	86715456	8-5-2015	5223795	6-13-2017
POWER MULTI-COOKER	HPC Brands, LLC	USA	86663548	1-16-2015	5360367	12-19-207
COPPER CHEF	HPC Brands, LLC	USA	86661496	6-12-2015	5037596	9-6-2016
LFB FUSION LIFE BRANDS	HPC Brands, LLC	USA	86581819	3-30-2015	4868464	12-8-2015
POWER COOKER EXPRESS	HPC Brands, LLC	USA	86523067	2-3-2015	5525143	7-24-2018
TITAN	HPC Brands, LLC	USA	86482604	12-16-2014	5241886	7-11-2017
MICRO CHEF GRILL	HPC Brands, LLC	USA	86468768	12-2-2014	5156604	3-7-2017
POWER PRESSURE COOKER XL	HPC Brands, LLC	USA	86439531	10-30-2014	4875633	12-22-2015
FUSIONJUICER	HPC Brands, LLC	USA	85641574	6-2-2012	4389288	8-20-2013
PASTA EXPRESS	HPC Brands, LLC	USA	78738628	10-22-2005	3220793	3-20-2007
POWER JUICER EXPRESS	HPC Brands, LLC	USA	78424574	3-25-2004	3230587	4-17-2007
TITAN PEELER	HPC Brands, LLC	USA	77518998	7-10-2008	3706428	11-3-2009
MICRO CHEF	HPC Brands, LLC	USA	77012530	10-3-2006	3427394	5-13-2008
EUROSEALER	HPC Brands, LLC	USA	75344152	8-20-1997	2430201	2-20-2001
COPPER CHEF 	HPC Brands, LLC	USA	86850635	12-16-2015	5042933	9-13-2016
COPPER CHEF	HPC Brands, LLC	USA	88982853	8-1-2018	N/A	
COPPER CHEF	HPC Brands, LLC	USA	88061365	8-1-2018	N/A	
COPPER CHEF CC	HPC Brands, LLC	USA	88061371	8-1-2018	N/A	
COPPER CHEF CC	HPC Brands, LLC	USA	88982882	8-1-2018	N/A	
POWER LIVING	HPC Brands, LLC	USA	90495205	1-28-2021	N/A	
THE TRUSTED BUTCHER 	HPC Brands, LLC	USA	88641301	10-3-2019	6495984	9-28-2021