

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7659494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
FOODSERVICES BRAND GROUP, LLC	11/22/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	WHITEHORSE CAPITAL MANAGEMENT, LLC
<b>Street Address:</b>	1271 AVENUE OF THE AMERICAS
<b>Internal Address:</b>	22ND FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020

**PROPERTY NUMBERS Total: 40**

Property Type	Number
Patent Number:	D468205
Patent Number:	D484801
Patent Number:	D522317
Patent Number:	D523288
Patent Number:	D609056
Patent Number:	D705610
Patent Number:	5941415
Patent Number:	5944225
Patent Number:	6644510
Patent Number:	6648186
Patent Number:	6772908
Patent Number:	6868994
Patent Number:	6908071
Patent Number:	6966454
Patent Number:	7011106
Patent Number:	7055234
Patent Number:	7258006
Patent Number:	7325701
Patent Number:	7357147

**PATENT**

Property Type	Number
Patent Number:	7513395
Patent Number:	8418991
Patent Number:	8418992
Patent Number:	8763854
Patent Number:	9061876
Patent Number:	9198526
Patent Number:	9217513
Patent Number:	9517924
Patent Number:	9862591
Patent Number:	10113662
Patent Number:	D632368
Patent Number:	D686302
Patent Number:	D686704
Patent Number:	D594714
Patent Number:	D605904
Patent Number:	D758796
Patent Number:	D774830
Patent Number:	D774831
Patent Number:	D788539
Patent Number:	D792163
Patent Number:	D871155

**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:** 714.668.6200  
**Email:** johnkline@paulhastings.com  
**Correspondent Name:** JOHN KLINE  
**Address Line 1:** 695 TOWN CENTER DRIVE  
**Address Line 2:** SEVENTEENTH FLOOR  
**Address Line 4:** COSTA MESA, CALIFORNIA 92626

<b>NAME OF SUBMITTER:</b>	JOHN KLINE
<b>SIGNATURE:</b>	/s/ John Kline
<b>DATE SIGNED:</b>	11/22/2022

**Total Attachments: 9**

- source=WhiteHorse\_FBG - Patent Security Agreement [Executed](167036830\_1)#page1.tif
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 22, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as agent for the Lenders (in such capacity, the “**Agent**”) (as defined in the Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Amended and Restated Guarantee and Security Agreement, dated as of November 22, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement), by and among the Grantors, the other grantors party thereto and the Agent; and

**WHEREAS**, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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**IN WITNESS WHEREOF**, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FOODSERVICES BRAND GROUP, LLC,**  
as a Grantor

By:     *Mayank Singh*    

Name: Mayank Singh

Title: President

**WHITEHORSE CAPITAL MANAGEMENT, LLC,**  
as Agent

By:   
Name: Richard Siegel  
Title: Authorized Signatory

**Schedule 1  
Patents**

The following intellectual property was assigned to Foodservices Brand Group, LLC from the referenced parties pursuant to that certain Secured Party Asset Purchase Agreement by and between Foodservices Brand Group, LLC and WhiteHorse Capital Management, LLC dated November 22, 2022.

1. REGISTERED PATENTS

Co-Rect Products, Inc.

Title	Country Name	Status	Application #	Filed Date	Patent #	Issue Date
POURER DEVICE	US	Expired 1/7/2017	29/153,507	1/10/2002	D468,205	1/7/2003
POURER DEVICE	US	Expired 1/6/2018	29/166,306	8/26/2002	D484,801	1/6/2004
FOUR COMPARTMENT CONDIMENT HOLDER	US	Expired 6/6/2020	29/207,358	6/14/2004	D522,317	6/6/2006
SIX COMPARTMENT CONDIMENT HOLDER	US	Expired 6/20/2020	29/207,357	6/14/2004	D523,288	6/20/2006
DEEP DISH CONDIMENT TRAY	US	Issued	29/315,620	7/10/2009	D609,056	2/2/2010
ROLL TOP CONDIMENT TRAY	US	Issued	29/444,894	2/5/2013	D705,610	5/27/2014

Tomlinson Industries, LLC



Patent	Country	Status	Application No.	Application Filing Date	Patent No.	Issue Date
CUP DISPENSER	US	Expired 5/12/2017	08/854,335	5/12/1997	5,941,415	8/24/1999
INSULATED FAUCET FOR DISPENSING HOT LIQUIDS	US	Expired 8/31/2018	09/143,557	8/31/1998	5,944,225	8/31/1999
BAG-IN-BOX CONTAINER AND FAUCET	US	Issued	10/186,846	6/28/2002	6,644,510	11/11/2003
PUSH-BUTTON FAUCET	US	Lapsed 11/18/2015	10/074,891	2/13/2002	6,648,186	11/18/2003
BLOW-MOLDED CUP DISPENSER AND METHOD OF MANUFACTURING SAME	US	Expired 3/5/2021	09/779,079	2/8/2001	6,772,908	8/10/2004
LIQUID DISPENSING FAUCET INCLUDING MOUNTING FITTING WITH VALVE SEAT	US	Lapsed 3/22/2017	10/375,619	2/27/2003	6,868,994	2/27/2003
SELF-CLOSING FAUCET WITH SHEARING ACTION	US	Issued	10/677,544	10/2/2003	6,908,071	6/21/2005
DISPENSER FOR CUP-SHAPED ARTICLES AND ADJUSTABLE RETAINER FOR SAME	US	Lapsed 11/22/2017	10/346,991	1/17/2003	6,966,454	11/22/2005
MODULAR AIR GAP DEVICE AND FAUCET INCLUDING SAME	US	Issued	10/637,135	8/8/2003	7,011,106	3/14/2006
BLOW-MOLDED CUP DISPENSER AND METHOD OF MANUFACTURING SAME	US	Expired 5/30/2021	10/778,413	2/16/2004	7,055,234	6/6/2006

SIGHT GAUGE SHIELD AND METHOD	US	Issued	10/730,699	12/8/2003	7,258,006	8/21/2007
DISPENSER FOR CUP-SHAPED ARTICLES WITH IMPROVED CLAMP-RING SECUREMENT FEATURE	US	Issued	10/804,777	3/19/2004	7,325,701	2/5/2008
MODULAR AIR GAP DEVICE AND FAUCET INCLUDING SAME	US	Issued	11/333,633	1/17/2006	7,357,147	4/15/2008
VENTED VALVE	US	Lapsed 4/7/2017	11/087,908	3/23/2005	7,513,395	4/7/2009
FAUCET VALVE WITH SAFETY HANDLE	US	Lapsed 4/16/2021	12/015,137	1/16/2008	8,418,991	4/16/2013
FAUCET WITH LOCKING SAFETY HANDLE	US	Lapsed 4/16/2021	12/724,116	3/15/2010	8,418,992	4/16/2013
ADJUSTABLE DISPENSER FOR CUPS AND OTHER CUP-SHAPED ARTICLES	US	Lapsed 7/1/2022	13/110,375	5/18/2011	8,763,854	7/1/2014
FAUCET VALVE WITH SAFETY HANDLE	US	Issued	13/862,869	4/15/2013	9,061,876	6/23/2015
ADJUSTABLE DISPENSER FOR CUPS AND OTHER CUP-SHAPED ARTICLES	US	Issued	14/320,452	6/30/2014	9,198,526	12/1/2015
FAUCET WITH LOCKING SAFETY HANDLE	US	Issued	13/862,917	4/15/2013	9,217,513	12/22/2015

SINGLE HANDLE, DUAL-FLOW FAUCET	US	Lapsed 12/13/2020	14/525,210	10/27/2014	9,517,924	12/13/2016
FAUCET WITH SHEARING VALVE ELEMENT	US	Lapsed 1/9/2022	14,770,318	8/25/2015	9,862,591	1/9/2018
LIQUID DISPENSING FAUCET WITH PULL- TO-OPEN VALVE ELEMENT	US	Issued	15/449,829	3/3/2017	10,113,662	10/30/2018
FAUCET HANDLE	US	Issued	29/357,630	3/15/2010	D632,368	2/8/2011
FAUCET HANDLE	US	Issued	29/424,685	6/14/2012	D686,302	7/16/2013
FAUCET HANDLE	US	Issued	29/424,689	6/14/2012	D686,704	7/23/2013

Oneida, LLC

Patent	Country	Status	Application No.	Application Date	Patent No.	Issue Date
SPOON	US	Issued	29/329,744	12/19/2008	D594,714	6/23/2009
SPOON	US	Issued	29/331,402	1/26/2009	D605,904	12/15/2009
FLATWARE	US	Issued	29/525,554	4/30/2015	D758,796	6/14/2016

TRAY	US	Issued	29/559,663	4/1/2016	D774,830	12/27/2016
TRAY	US	Issued	29/559,958	4/1/2016	D774,831	12/27/2016
BOWL	US	Issued	29/559,970	4/1/2016	D788,539	6/6/2017
PLATE	US	Issued	29/559,967	4/1/2016	D792,163	7/18/2017
TRAY	US	Issued	29/660,222	8/20/2018	D871,155	12/31/2019

2. PATENT APPLICATIONS

None.