

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7973926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
EMI YOSHI, LLC	05/25/2023
RECEIVING PARTY DATA	
Name:	CHURCHILL AGENCY SERVICES LLC, AS ADMINISTRATIVE AGENT
Street Address:	430 PARK AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D705608
Patent Number:	D679545
Patent Number:	D623900
Patent Number:	D618513
Patent Number:	D618514
Patent Number:	D609975
Patent Number:	D609049
Patent Number:	D607695
Patent Number:	D607693
Patent Number:	D607694
Patent Number:	D594280
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	096939-30240
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/25/2023
Total Attachments: 5 source=Handgards - 1L Patent Security Agreement (Yoshi Joinder) [Executed] 4889-5784-3814 1#page1.tif source=Handgards - 1L Patent Security Agreement (Yoshi Joinder) [Executed] 4889-5784-3814 1#page2.tif source=Handgards - 1L Patent Security Agreement (Yoshi Joinder) [Executed] 4889-5784-3814 1#page3.tif source=Handgards - 1L Patent Security Agreement (Yoshi Joinder) [Executed] 4889-5784-3814 1#page4.tif source=Handgards - 1L Patent Security Agreement (Yoshi Joinder) [Executed] 4889-5784-3814 1#page5.tif	

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Amended and Restated ABL Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “ABL Intercreditor Agreement”, dated as of December 22, 2022 among, BMO Harris Bank N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), Churchill Agency Services LLC, in its capacity as the Term Agent (including its successors and assigns from time to time) and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the ABL Intercreditor Agreement.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 25, 2023, is made by EMI Yoshi, LLC (the “Grantor”), in favor of Churchill Agency Services LLC (“CAS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 14, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HG Intermediate, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CAS, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of October 14, 2020 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

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

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

(c) 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.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 each case, as determined in the Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.


Section 5. Counterparts. This Patent Security 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.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

EMI YOSHI, LLC, as Grantor

By: 
Name: Jesus Licon
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent

By: Jill White
Name: Jill White
Its: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Jurisdiction	App. No.	App. Date	Patent No.	Reg. Date	Legal Owner
DRINKING GLASS	USA	29/4424 19	28-FEB- 2013	D705608	27- MAY- 2014	EMI Yoshi, LLC
DRINKING GLASS	USA	29/3959 55	27-APR- 2012	D679545	09-APR- 2013	EMI Yoshi, LLC
DRINKING CUP	USA	29/3160 33	19-AUG- 2009	D623900	21-SEP- 2010	EMI Yoshi, LLC
BOWL	USA	29/3160 34	19-AUG- 2009	D618513	29-JUN- 2010	EMI Yoshi, LLC
BOWL	USA	29/3160 35	19-AUG- 2009	D618514	29-JUN- 2010	EMI Yoshi, LLC
DISH	USA	29/3147 79	30-APR- 2009	D609975	16-FEB- 2010	EMI Yoshi, LLC
STEMWARE	USA	29/3136 38	28-JAN- 2009	D609049	02-FEB- 2010	EMI Yoshi, LLC
STEMWARE	USA	29/3152 83	11-JUN- 2009	D607695	12-JAN- 2010	EMI Yoshi, LLC
STEMWARE	USA	29/3152 81	11-JUN- 2009	D607693	12-JAN- 2010	EMI Yoshi, LLC
STEMWARE	USA	29/3152 82	11-JUN- 2009	D607694	12-JAN- 2010	EMI Yoshi, LLC
COMPARTMENTED DISH	USA	29/2937 06	10-DEC- 2007	D594280	16-JUN- 2009	EMI Yoshi, LLC

2. PATENT APPLICATIONS

None.