

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dansons US, LLC		07/06/2018	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	3 Park Plaza, Suite 900		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4807973	PIT BOSS	
<b>Registration Number:</b>	4806327	PIT BOSS WOOD PELLET GRILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066397.05.0642		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>SIGNATURE:</b>	/Felicia D. Gordon/		
<b>DATE SIGNED:</b>	08/20/2018		
<b>Total Attachments: 6</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of July 6, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between Dansons US, LLC (the "Grantor") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with any successor administrative agent, the "Agent").

Reference is made to (a) the Credit Agreement, dated on or about the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alios, the Grantor, as a borrower, Dansons ULC, as a borrower, and the Agent, and (b) the U.S. Pledge and Security Agreement dated on or about the date hereof by and among the Grantor, Dansons USA, Inc. and the Agent (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in favor of the Agent in order to induce the Lenders to make Loans to the Borrowers and accordingly, 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 U.S. Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.03 of the Credit Agreement shall apply hereto, mutatis mutandis.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantor hereby grants to the Agent a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property (as defined in the U.S. Security Agreement) arising under the laws of Canada or the United States of America, now owned or at any time hereafter acquired by the Grantor, including as set forth on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the Canadian Intellectual Property Office ("CIPO") or the United States Patent and Trademark Office ("USPTO") to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "IP Collateral"). The Grantor authorizes and requests that CIPO, USPTO and the United States Copyright Office, as applicable, record this Agreement.

Section 3. Security Agreement. The security interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the U.S. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the U.S. 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 U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

Section 4. Authorization to Supplement. If Grantor shall obtain rights to any new Intellectual Property, the provisions of this Agreement shall automatically apply thereto. The Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Intellectual Property rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

Section 5 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email, .pdf, facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 6.      GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the state of New York, but giving effect to federal laws applicable to national banks.

Section 7      MISCELLANEOUS. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of this page intentionally left blank]

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

GRANTOR:

DANSONS US, LLC

Per:



Name: Dan Thiessen

Title: Manager

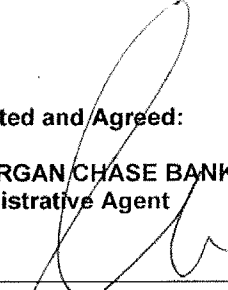
[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 006418 FRAME: 0675**

**Accepted and Agreed:**

**JPMORGAN CHASE BANK, N.A., as  
Administrative Agent**

Per: \_\_\_\_\_

  
Alexander Hechler  
Authorized Officer

[Signature Page to IP Security Agreement]

Schedule I to Intellectual Property Security Agreement

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Canada**

Owner	Registration No./Application No.	Trademark	Registration Date
Dansons US, LLC	TMA582523 App. No. 1078379	KENTUCKY KOMFORT	2003-05-27

**US**

Owner	Registration No.	Registration Date	Trademark	Application No.	Application Date
Dansons US, LLC	4807973	September 8, 2015	PIT BOSS	86520739	February 1, 2015
Dansons US, LLC	4806327	September 8, 2015	PIT BOSS WOOD PELLET GRILLS	85973972	July 1, 2013

**COPYRIGHTS**

**Canada**

Owner	Registration No.	Copyright

**US**

Owner	Registration No.	Copyright

**PATENT REGISTRATIONS AND APPLICATIONS**

**Canada**

Owner	Registration No./Application No.	Patent

US

Owner	Registration No./Application No.	Patent