

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONE SOURCE TO MARKET, LLC		10/14/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2 Suite IL1 1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Bank N.A.: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5111350	HEXCLAD	
Registration Number:	6699277	HEXCLAD	
Registration Number:	6699279	HC	
Serial Number:	90667152	HEXCLAD	
Serial Number:	90667162	HC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122883547		
Email:	nikia.mcmillen@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Anne M. Giacomini		
SIGNATURE:	/Anne M. Giacomini/		
DATE SIGNED:	10/17/2022		

OP \$140.00 5111350

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of October 14, 2022 by and among ONE SOURCE TO MARKET, LLC (DBA HexClad Cookware), a California limited liability company (the “**Grantor**”), in favor of JPMorgan Chase Bank, N.A., as Lender, on behalf of the Lender and the other Secured Parties.

WHEREAS, the Grantor, the other Loan Parties party thereto and the Lender are entering into a Credit Agreement dated as of the date hereof as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized words and phrases used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain Pledge and Security Agreement dated as of the date hereof, made by and among the Grantor and the Lender on behalf of the Lender and the other Secured Parties (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. This Trademark Security Agreement constitutes a Loan Document as defined in the Credit Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Lender has agreed to accept any Electronic Signature, the Lender shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

ONE SOURCE TO MARKET, LLC (DBA
HEXCLAD COOKWARE),
a California limited liability company

By: 

Name: Jason Panzer

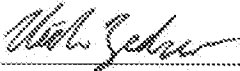
Title: President

Address for Notices:

ONE SOURCE TO MARKET, LLC (DBA
HEXCLAD COOKWARE)
500 South Anderson Street
Los Angeles, CA 90033

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Lender

By: 

Name: Nicholas Zedreck

Title: Vice President

Address for Notices:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2 Suite ILJ 1145
Chicago, IL 60603 2300

{Signature Page to Trademark Security Agreement --- ONE SOURCE TO MARKET, LLC (DBA HotClad Cookware)}

SCHEDULE 1

TRADEMARKS

Trademark Registrations and Applications

Trademark Registrations and Applications are as set forth on the attached list.

Mark	Jurisdiction	Reg. No.	Record Owner
HexClad	Japan	1438065	One Source to Market, LLC
HexClad	Int'l Registration - Madrid Protocol Only	1438065	One Source to Market, LLC
HexClad	Philippines	1438065	One Source to Market, LLC
HEXCLAD	United States of America	5111350	One Source to Market, LLC
HEXCLAD	United States of America	6699277	One Source to Market, LLC
HC Logo	United States of America	6699279	One Source to Market, LLC
HexClad	Egypt	1438065	One Source to Market, LLC
HexClad	China	1438065	One Source to Market, LLC
HexClad	Vietnam	1438065	One Source to Market, LLC
HexClad	Norway	1438065	One Source to Market, LLC
HexClad	African Intellectual Property Organization (OAPI)	1438065	One Source to Market, LLC
HexClad	Russian Federation	1438065	One Source to Market, LLC
HexClad	Turkey	1438065	One Source to Market, LLC
HexClad	Ukraine	1438065	One Source to Market, LLC
HexClad	European Union	1438065	One Source to Market, LLC
HexClad	Israel	1438065	One Source to Market, LLC
HexClad	India	1438065	One Source to Market, LLC
HexClad	Mexico	1438065	One Source to Market, LLC
HexClad	Armenia	1438065	One Source to Market, LLC
HexClad	Australia	1438065	One Source to Market, LLC
HexClad	Benelux	1438065	One Source to Market, LLC
HexClad	Colombia	1438065	One Source to Market, LLC
HEXCLAD	United Kingdom	3632891	One Source to Market, LLC
HEXCLAD	European Union (Community)	18462345	One Source to Market, LLC
HC Logo	European Union	18566767	One Source to Market, LLC
HC Logo	United Kingdom	3701324	One Source to Market, LLC
HEXCLAD	Taiwan	2188190	One Source to Market, LLC
HEXCLAD	Brazil	923082131	One Source to Market, LLC
		App. No.	
HEXCLAD	United States of America	90-667152	One Source to Market, LLC
HC Logo	United States of America	90-667162	One Source to Market, LLC
HC Logo	China	56060198	One Source to Market, LLC

HC Logo (back-up)	China	63357931	One Source to Market, LLC
HEXCLAD	Brazil	926424114	One Source to Market, LLC
HC Logo (back-up)	China		One Source to Market, LLC
헥스클라드 (HEXCLAD in Korean Characters)	South Korea	40-2021-0204299	One Source to Market, LLC
HC Logo	South Korea	40-2021-0204315	One Source to Market, LLC
HC Logo	China	60333360	One Source to Market, LLC
HEXCLAD	Brazil	923082069	One Source to Market, LLC
HEXCLAD	Japan	2021-054735	One Source to Market, LLC
HEXCLAD	South Korea	40-2021-0093731	One Source to Market, LLC