

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 83507-33 4J	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Hamilton Beach Brands, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>UBS AG, Stamford Branch, as agent</u> Internal Address: _____ Street Address: <u>677 Washington Blvd.</u> City: <u>Stamford</u> State: <u>CT</u> Country: _____ Zip: <u>06901</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>See attached</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>November 9, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
9. Signature: _____ Laura L. Konrath <div style="text-align: center;">Name of Person Signing</div>	8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u> Date: <u>11/12/09</u> Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.FormsWorkflow.com

CH \$40.00 232428 3684127

Continuation Item 1

Hamilton Beach, Inc.

a Delaware Corporation

CITIZENSHIP OF ITEM 2

UBS AG, STAMFORD BRANCH is the Connecticut-based, capital markets focused arm of UBS AG, a Swiss banking corporation, regulated in the United States by the Federal Reserve.

TRADEMARK

REEL: 004095 FRAME: 0694

Continuation Item 7

R 3,684,127

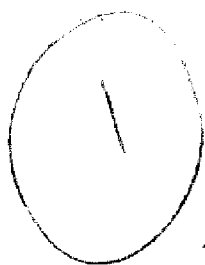
Page: 1

Trademark List By Trademark

Trademark	Client/Matter # Country Name	Subcase Number/Date	Serial Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
YOUR LAST CUP TASTES AS FRESH AS THE FIRST	210489.1487 / United States of America	77/497.832 12-Jun-2008		28-Oct-2008	3,684,127 15-Sep-2009	Registered 15-Sep-2019

Attorney Docket #: 10469-1487US
 Attorney(s): REG / LAG
 Client Name: Hamilton Beach Brands, Inc.
 Owner Name: Hamilton Beach Brands, Inc.
 Agent Name:
 Class/Type: 11 Int.

Client Ref:
Agent Reference:



ITM

**SUPPLEMENT
TO
SECURITY AGREEMENT**

This Supplement to Security Agreement (this "Supplement") is entered into as of this 9th day of November, 2009, by and among Hamilton Beach Brands, Inc. (f/k/a Hamilton Beach/Proctor-Silex, Inc.), a Delaware corporation (the "Company"), the other Obligors party thereto, and UBS AG, Stamford Branch, in its capacity as Agent (in such capacity, together with any successor or replacement agent, the "Secured Party").

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, as Borrower, the other Credit Parties party thereto, the Lenders party thereto and the Secured Party, the Lenders have made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company and the other Obligors have entered into that certain Security Agreement with Secured Party, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Company and the other Obligors have granted liens to Secured Party, for the benefit of the Lenders, to secure payment of the Obligations;

WHEREAS, Company has notified Secured Party that it holds rights in the Intellectual Property described on the attached Schedule I hereto (the "Additional Intellectual Property"); and

WHEREAS, Company and the other Obligors desire to supplement the Security Agreement by granting a security interest hereunder in all of its right, title and interest in such Additional Intellectual Property to the Secured Party, for itself and the benefit of the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the Company's and the other Obligors duties to give further assurances to the Secured Party and Lenders pursuant to the terms of the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given thereto in the Credit Agreement or the Security Agreement, as applicable.
2. Supplemental Grant of Security Interest under Security Agreement. To secure the prompt and complete payment, performance and observance of all of the Obligations and as a supplement to the Security Agreement, the Company hereby grants, assigns, conveys, mortgages,

pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the other Lenders, a lien upon all of its right, title and interest in, to and under the Additional Intellectual Property, together with all proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, any of the foregoing.

3. Effect upon Security Agreement. All references in the Credit Agreement and the other Credit Documents to the Security Agreement shall be deemed to refer to the Security Agreement as supplemented hereby. This Supplement does not evidence a termination of the granting of the liens contained in the Security Agreement. The liens granted pursuant to the Security Agreement as in effect prior to the date hereof shall remain in full force and effect and shall be continuing in all respects.

4. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW RULES).

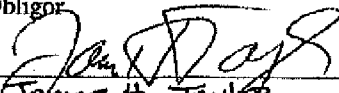
5. Counterparts. This Supplement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A counterpart signature page to this Supplement delivered by fax or "pdf" transmission shall be as effective as delivery of an originally executed counterpart.

6. Reviewed by Attorneys. Each Obligor represents and warrants to Secured Party and Lenders that it (a) understands fully the terms of this Supplement and the consequences of the execution and delivery of this Supplement, (b) has been afforded an opportunity to have this Supplement reviewed by, and to discuss this Supplement and the documents executed in connection herewith, with such attorneys and other persons and advisors as such Obligor may wish, and (c) has entered into this Supplement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Supplement nor any of the other documents executed pursuant hereto shall be construed more favorably in favor one party over the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Supplement and the other documents executed pursuant hereto or in connection herewith.

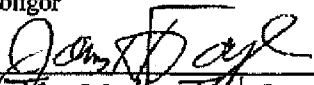
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAMILTON BEACH BRANDS, INC.
(f/k/a Hamilton Beach/Procter-Silex, Inc.),
as an Obligor

By: 
Name: James H. Taylor
Title: Vice President, CFO, And Treasurer

HAMILTON BEACH, INC.,
as an Obligor

By: 
Name: James H. Taylor
Title: Vice President, CFO, And Treasurer

UBS AG, STAMFORD BRANCH,
as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAMILTON BEACH BRANDS, INC.
(f/k/a Hamilton Beach/Procter-Silex, Inc.),
as an Obligor

By: _____
Name: _____
Title: _____

HAMILTON BEACH, INC.,
as an Obligor

By: _____
Name: _____
Title: _____

UBS AG, STAMFORD BRANCH,
as Secured Party

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By: Marie Haddad
Name: Marie Haddad
Title: Associate Director

**Schedule I
to
Supplement to Security Agreement**

Additional Intellectual Property

[See Attached]

CPI Patent Web Module | Panitch Schwarze Betisario & Nadal, LLP - Due Date List Report Page 1 of 1

Page: 1

Patent Status Report By Client

Client: 210499 Hamilton Beach Brands, Inc.

Title	Client/Matter # Country	Sub Case Status Case Type Client Ref.	Application Number/Date	Patent Number/Date
FOOD PROCESSOR LID	210499.0595 China (People's Republic)	ORD Granted 795210104-04.081-B AGMatter: 210499.1089 Attorney Docket: 10499-595CN Responsible Office: PH	200510007427.5 18-Feb-2005	200510007427.5 06-Aug-2009
ROTATABLE TRAY FOR FOOD PROCESSOR	210499.0597 China (People's Republic)	PRI Granted 795210104-04.066-B AGMatter: 210499.1090 Attorney Docket: 10499-597CN Responsible Office: PH	200510001630.1 03-Feb-2005	200510001630.1 08-Jul-2009
DISPENSING BLENDER	210499.1029 China (People's Republic)	ORD Granted 795210104-06.008-B AGMatter: 210499.1183 Attorney Docket: 10499-1029CN Responsible Office: PH	200610006895.5 04-Feb-2006	200610006895.5 24-Jun-2009
COMBINATION TOASTER OVEN AND TOASTER APPLIANCE	210499.1084 China (People's Republic)	ORD Granted 795210104-05.084-B AGMatter: 210499.1142 Attorney Docket: 10499-1084CN Responsible Office: PH	200610008341.X 03-Mar-2006	200610008341.X 15-Jul-2009
COFFEE MAKER	210499.1472 China (People's Republic)	DES Granted 795210104-07.057-D AGMatter: 210499.1580 Attorney Docket: CPI ONLY Responsible Office: PH	200730156800.8 08-Jun-2007	200730156800.8 08-Jul-2009
HANDLE FOR A UTENSIL	210499.1536 United States of America	PDS Granted 795210104-09.011-C AGMatter: 210499.1538 Attorney Docket: 10499-1536US Responsible Office: PH	29/332,640 20-Feb-2009	D599,617 08-Sep-2009
COFFEE MAKER	210499.1540 United States of America	PDS Granted 795210104-07.023-C AGMatter: 210499.1540 Attorney Docket: CPI ONLY Responsible Office: PH	29/277,625 05-Mar-2007	D597,368 04-Aug-2009
COFFEE MAKER	210499.1584 China (People's Republic)	PDS Granted 795210104-08.041-D AGMatter: 210499.1584 Attorney Docket: CPI ONLY Responsible Office: PH	200830123873.7 08-Jun-2008	200830123873.7 15-Jul-2009
ICE SHAVER/BLENDER CONTROL APPARATUS AND METHOD	210499	Utility Granted 11/119,205 09-APR-2005	7,591,438 B2 22-Sep-2009	

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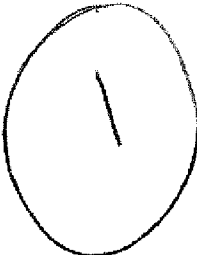
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YOUR LAST CUP TASTES AS FRESH AS THE FIRST	210499.1487 / United States of America	77497.832 12-Jun-2008	28-Oct-2008	3,004,127 18-Sep-2009	Registered 18-Sep-2019

Attorney Docket #: 10499-1467US
 Attorney(s): REG / LAG
 Client Name: Hamilton Beach Brands, Inc.
 Owner Name: Hamilton Beach Brands, Inc.
 Agent Name:
 Class/Type: 11 Int.

Client Ref:
 Agent Reference:



<https://cpl.panitchlaw.com/CPIWebTmk/rptTrademarkListComp.asp?sProcessFor=rptTrad...> 10/1/2009