

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Supplement to Security Agreement												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Hamilton Beach Brands, Inc.</td> <td>FORMERLY Hamilton Beach/Proctor-Silex, Inc.</td> <td>08/09/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Hamilton Beach, Inc.</td> <td></td> <td>08/09/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Hamilton Beach Brands, Inc.	FORMERLY Hamilton Beach/Proctor-Silex, Inc.	08/09/2010	CORPORATION: DELAWARE	Hamilton Beach, Inc.		08/09/2010	CORPORATION: DELAWARE
Name	Formerly	Execution Date	Entity Type										
Hamilton Beach Brands, Inc.	FORMERLY Hamilton Beach/Proctor-Silex, Inc.	08/09/2010	CORPORATION: DELAWARE										
Hamilton Beach, Inc.		08/09/2010	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
Name:	UBS AG, Stamford Branch, as agent												
Street Address:	677 Washington Blvd.												
City:	Stamford												
State/Country:	CONNECTICUT												
Postal Code:	06901												
Entity Type:	Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company regulated in the United States by the Federal Reserve:												
PROPERTY NUMBERS Total: 2													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3794594</td> <td>SET & FORGET</td> </tr> <tr> <td>Registration Number:</td> <td>3794482</td> <td>SMOOTH POUR</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3794594	SET & FORGET	Registration Number:	3794482	SMOOTH POUR			
Property Type	Number	Word Mark											
Registration Number:	3794594	SET & FORGET											
Registration Number:	3794482	SMOOTH POUR											
CORRESPONDENCE DATA													
Fax Number:	(312)558-5700												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	3125586352												
Email:	lkonrath@winston.com												
Correspondent Name:	Laura Konrath												
Address Line 1:	35 West Wacker Drive												
Address Line 2:	Winston & Strawn LLP												
Address Line 4:	Chicago, ILLINOIS 60601												
ATTORNEY DOCKET NUMBER:	83507-33												
NAME OF SUBMITTER:	Laura Konrath												

CH \$65.00 3794594

900169489

TRADEMARK
REEL: 004261 FRAME: 0475

Signature:	/Laura Konrath/
Date:	08/16/2010
Total Attachments: 10 source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page1.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page2.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page3.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page4.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page5.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page6.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page7.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page8.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page9.tif source=HB - Supp to Sec Agmt re new Patents and TMs - Executed - Aug 2010#page10.tif	

SUPPLEMENT
TO
SECURITY AGREEMENT

9th This Supplement to Security Agreement (this "Supplement") is entered into as of this day of August, 2010, 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: James H. Taylor
Name: JAMES H. TAYLOR
Title: Vice President, CFO, & TREASURER

HAMILTON BEACH, INC.,
as an Obligor

By: James H. Taylor
Name: JAMES H. TAYLOR
Title: Vice President, CFO, & 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: _____
Title: _____

Mary E. Evans
Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name: _____
Title: _____

Irja R. Otsa
Associate Director
Banking Products
Services, US

Schedule I
to
Supplement to Security Agreement

Additional Intellectual Property

[See Attached]

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Patent Status Report By Client

Client: 210499 Hamilton Beach Brands, Inc.

Title	Client/Matter # Country	Sub Case Case	Type	Status Client Ref.	Application Number/Date	Patent Number/Date
FOOD PROCESSOR LID	210499.0696 China (People's Republic)	2	UTM	Granted 795210104-08.085-B	200920007106.9 16-Feb-2009	ZL200920007106.9 05-May-2010
AGMatter: 210499.1492 Attorney Docket: 10499.596CN2 Responsible Office: PH						
FILTER FOR ABSORBING ODORIFEROUS MATTER FROM AMBIENT AIR	210499.1120 United States of America		PRI	Granted 795210104-05.041-A	11/315,876 22-Dec-2005	7,704,303 27-Apr-2010
AGMatter: 210499.1120 Attorney Docket: 10499-1120US Responsible Office: PH Outstanding Action(s) Due Date Broadened Release Deadline 27-Apr-2012						
CAN OPENER	210499.1397 China (People's Republic)		DES	Granted 795210104-08.050-D	200830139350.1 02-Jul-2008	ZL200830139350.1 07-Apr-2010
AGMatter: 210499.1464 Attorney Docket: 10499-1397CN Responsible Office: PH						
ELECTRIC CAN OPENER HAVING REMOVABLE OPENER TOOLS	210499.1398 China (People's Republic)		UTM	Granted 795210104-08.054-B	200920000207.3 04-Jan-2009	ZL200920000207.3 28-Apr-2010
AGMatter: 210499.1459 Attorney Docket: 10499-1398CN Responsible Office: PH						
FOOD PROCESSOR	210499.1402 China (People's Republic)		DES	Granted 795210104-08.046-D	200830143716.2 13-Aug-2008	ZL200830143716.2 05-May-2010
AGMatter: 210499.1464 Attorney Docket: 10499-1402CN Responsible Office: PH						
DEVICE FOR REMOVING AN ENCLOSURE FROM A CONTAINER	210499.1428 China (People's Republic)		UTM	Granted 795210104-08.106-B	200920006739.8 13-Mar-2009	200920006739.8 14-Apr-2010
AGMatter: 210499.1512 Attorney Docket: 10499-1428CN Responsible Office: PH						
LID HOLDER FOR COOKING VESSEL	210499.1434 China (People's Republic)		UTM	Granted 795210104-08.104-B	200920003899.7 03-Mar-2009	ZL200920003899.7 28-Apr-2010

AGMatter: 210499.1613
Attorney Docket: 10499-1434CN
Responsible Office: PH

BLENDER JAR	210499.1442	ORD	Granted	200610002290.9	ZL200610002290.9
	China (People's Republic)			795210104-05.078-B	27-Jan-2006 21-Apr-2010

AGMatter: 210499.1657
Attorney Docket: CPTONLY
Responsible Office: PH

GRIDDLE	210499.1449	PDS	Granted	200830140890.6	ZL200830140690.6
	China (People's Republic)			795210104-08.039-D	28-Jul-2008 21-Apr-2010

AGMatter: 210499.1449
Attorney Docket: 10499-1449CN
Responsible Office: PH

AIR FILTRATION DEVICE	210499.1450	UTM	Granted	200920161897.0	ZL200920161897.0
	China (People's Republic)			795210104-09.047-B	20-Jul-2009 21-Apr-2010

AGMatter: 210499.1579
Attorney Docket: 10499-1450CN
Responsible Office: PH

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Patent Status Report By Client

Client: 210499 *Hamilton Beach Brands, Inc.*

Title	Client/Matter # Country	Sub Case	Case Type	Status Client Ref.	Application Number/Date	Patent Number/Date
ELECTRICAL CONNECTOR FOR A KITCHEN APPLIANCE	210499.1499 United States of America		PRI	Granted 795210104-08.090-A	12/407,330 19-Mar-2009	7,735,151 15-Jun-2010
AGMatter: 210499.1499 Attorney Docket: 10499-1499US Responsible Office: PH Outstanding Action(s) Due Date Broadened Reissue Deadline 15-Jun-2012						
BLENDER	210499.1531 United States of America		PDS	Granted 795210104-09.007-C	29/333,554 11-Mar-2009	D615,347 11-May-2010
AGMatter: 210499.1531 Attorney Docket: 10499-1531US Responsible Office: PH						
ICE CREAM MAKER	210499.1550 United States of America		PDS	Granted 795210104-09.023-C	29/345,483 16-Oct-2009	D617,352 08-Jun-2010
AGMatter: 210499.1550 Attorney Docket: 10499-1550US Responsible Office: PH						
TOASTER	210499.1552 United States of America		PDS	Granted 795210104-09.024-C	29/336,395 10-Jun-2009	D615,343 11-May-2010
AGMatter: 210499.1552 Attorney Docket: 10499-1552US Responsible Office: PH						
COFFEE GRINDER WITH INTEGRALLY STORED BRUSH	210499.1556 United States of America		PDS	Granted 795210104-09.028-C	29/344,777 05-Oct-2009	D617,603 15-Jun-2010
AGMatter: 210499.1556 Attorney Docket: 10499-1556US Responsible Office: PH						
BLENDER	210499.1589 United States of America		PDS	Granted 786210104-09.056-C	29/350,912 25-Nov-2009	D617,136 08-Jun-2010
AGMatter: 210499.1589 Attorney Docket: 10499-1589US Responsible Office: PH						
STEAM IRON	210499.1614 China (People's Republic)		DES	Granted 795210104-08.064-D	200830212270.4 08-Sep-2008	ZL200830212270.4 07-Apr-2010
AGMatter: 210499.1614 Attorney Docket: CPIONLY Responsible Office: PH						

BLENDER JAR 210499.1655 PRI Granted 12/026,780 7,712,951
United States of America 795210104-08.081-A 06-Feb-2008 11-May-2010 ✓
AGMatter: 210499.1655
Attorney Docket: CPI ONLY
Responsible Office: PH

BREWED 210499.1668 ORD Granted 200810086448.4 21200810086448.4 ✓
BEVERAGE MAKER China (People's Republic) 795210104-07.140-B 08-Mar-2008 09-Jun-2010
AGMatter: 210499.1669
Attorney Docket: CPI ONLY
Responsible Office: PH

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Trademark List By Trademark

Trademark	Client/Matter #/Subcase Country Name	Serial Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
HAMILTON BEACH	210499.1544 / Turkey	2009/12474 13-Mar-2009	12-Jan-2010	2009 12474 25-May-2010	Registered ✓ 13-Mar-2019
Attorney Docket #: 10499-1544TR Attorney(s): REG / LAG Client Name: Hamilton Beach Brands, Inc. Client Ref.: 775210897-TM09.013 Owner Name: Hamilton Beach Brands, Inc. Agent Name: Abu-Ghazalah Intellectual Property Agent Reference: Class/Type: 07 Int.; 21 Int.					
HAMILTON BEACH & DESIGN	210499.1352 / China (People's Republic)	6081452 31-May-2007	13-Jan-2010	6081452 14-Apr-2010	Registered 13-Apr-2020
Attorney Docket #: Attorney(s): REG / LAG Client Name: Hamilton Beach Brands, Inc. Client Ref.: 775210232-TM07.042 Owner Name: Hamilton Beach Brands, Inc. Agent Name: Fangda Partners Agent Reference: Class/Type: 21 Int.					
SET & FORGET	210499.1548 / United States of America	77702,079 30-Mar-2009	23-Jun-2009	3,794,594 25-May-2010	Registered 25-May-2020
Attorney Docket #: 10499-1548US Attorney(s): REG / LAG Client Name: Hamilton Beach Brands, Inc. Client Ref.: 775210132-TM9.016 Owner Name: Hamilton Beach Brands, Inc. Agent Name: Agent Reference: Class/Type: 11 Int.					
SMOOTH POUR	210499.1543 / United States of America	77684,229 05-Mar-2009	23-Jun-2009	3,794,482 25-May-2010	Registered 25-May-2020
Attorney Docket #: 10499-1543US Attorney(s): REG / LAG Client Name: Hamilton Beach Brands, Inc. Client Ref.: 795210104-TM.09.012 Owner Name: Hamilton Beach Brands, Inc. Agent Name: Agent Reference: Class/Type: 07 Int.					