

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hamilton Beach Brands, Inc.		08/22/2011	CORPORATION: DELAWARE
Hamilton Beach, Inc.		08/22/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as agent		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	The Connecticut -based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3951490	DEDICATED TO THE PERFECT CUP	
<b>Registration Number:</b>	3945663	NOW THAT'S GOOD THINKING	
<b>Registration Number:</b>	3957908	FORGET THE CARAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	83507-33		

CH \$90.00 3951490

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	08/25/2011
<b>Total Attachments: 8</b> source=hambeachsupplement#page1.tif source=hambeachsupplement#page2.tif source=hambeachsupplement#page3.tif source=hambeachsupplement#page4.tif source=hambeachsupplement#page5.tif source=hambeachsupplement#page6.tif source=hambeachsupplement#page7.tif source=hambeachsupplement#page8.tif	

EXECUTION

SUPPLEMENT  
TO  
SECURITY AGREEMENT

This Supplement to Security Agreement (this "Supplement") is entered into as of this 22<sup>nd</sup> day of August, 2011, 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).

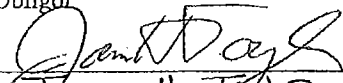
5. Counterparts. This Supplement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A counterpart signature page to this Supplement delivered by fax or "pdf" transmission shall be as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

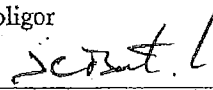
[Signature Page Follows]

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/i/a Hamilton Beach/Procter-Silex, Inc.),  
as an Obligor

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

**HAMILTON BEACH, INC.,**  
as an Obligor

By:   
Name: J. C. Butler, Jr.  
Title: 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: Trija R. Otsa \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Trija 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
SLOW COOKER	210499.1164 United States of America	2	CON	Granted 795210104-10.017-A	12/794,284 04-Jun-2010	7,947,828 24-May-2011
AGMatter: 210499.1629 Attorney Docket: 10499-1164U2 Responsible Office: PH Outstanding Action(s)      Due Date Broadened Reissue Deadline      24-May-2013 False Marking Letter to Client      01-Jun-2025						
SLOW COOKER WITH NESTABLE CONTAINERS	210499.1225 United States of America		PRI	Granted 795210104-06.099-A	11/623,485 16-Jan-2007	7,943,888 17-May-2011
AGMatter: 210499.1225 Attorney Docket: 10499-1225US Responsible Office: PH Outstanding Action(s)      Due Date Broadened Reissue Deadline      17-May-2013 False Marking Letter to Client      12-May-2029						
BLENDER...	210499.1233 United States of America		PRI	Granted 795210104-08.113-A	11/555,050 31-Oct-2006	7,942,570 17-May-2011
AGMatter: 210499.1233 Attorney Docket: 10499-1233US Responsible Office: PH Outstanding Action(s)      Due Date Broadened Reissue Deadline      17-May-2013 False Marking Letter to Client      22-Dec-2028						
DURABILITY MONITORING AND IMPROVEMENT OF A BLENDER	210499.1291 United States of America		PRI	Granted 795210104-07.024-A	11/682,022 05-Mar-2007	7,950,842 31-May-2011
AGMatter: 210499.1291 Attorney Docket: 10499-1291US Responsible Office: PH Outstanding Action(s)      Due Date False Marking Letter to Client      19-Dec-2028						
DURABILITY MONITORING AND IMPROVEMENT OF A BLENDER	210499.1291 United States of America	2	DIV	Granted 795210104-10.125-A	12/983,371 03-Jan-2011	7,959,347 14-Jun-2011
AGMatter: 210499.1727 Attorney Docket: CPI ONLY 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
BLENDER JAR	210499.1442 United States of America	1	CP	Granted 795210104-05.146	11/682,949 07-Mar-2007	7,918,801 05-Apr-2011
AGMatter: 210499.1709 Attorney Docket: CP1ONLY Responsible Office: PH  Outstanding Action(s)      Due Date False Marking Letter to Client      02-May-2024						
DEEP FRYER FOR COOKING FOODSTUFF	210499.1497 China (People's Republic)		UTM	Granted 795210104-09.054-B	200820178960.9 14-Oct-2009	ZL200920178960.9 04-May-2011
AGMatter: 210499.1585 Attorney Docket: f0499-1497CN Responsible Office: PH						
IRON	210499.1710 United States of America		PDS	Granted 795210104-10.105	29/380,447 06-Dec-2010	D636,730 05-Apr-2011
AGMatter: 210499.1710 Attorney Docket: CP1ONLY Responsible Office: PH  Outstanding Action(s)      Due Date False Marking Letter to Client      05-Jul-2024						
BEVERAGE MAKER	210499.1719 United States of America		PDS	Granted 795210104-10.025	29/357,476 12-Mar-2010	D638,651 31-May-2011
AGMatter: 210499.1719 Attorney Docket: CP1ONLY Responsible Office: PH						
IRON SOLEPLATE	210499.1726 United States of America		PDS	Granted 795210104-10.109	29/380,449 06-Dec-2010	D638,167 17-May-2011
AGMatter: 210499.1726 Attorney Docket: CP1ONLY Responsible Office: PH  Outstanding Action(s)      Due Date False Marking Letter to Client      17-Aug-2024						
FOOD PROCESSOR	210499.1728 United States of America		PDS	Granted 795210104-10.108	29/380,677 09-Dec-2010	D637,870 17-May-2011
AGMatter: 210499.1728 Attorney Docket: CP1ONLY Responsible Office: PH  Outstanding Action(s)      Due Date False Marking Letter to Client      17-Aug-2024						

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## Trademark Status Report By Trademark

Trademark	Client/Matter #/Subcase Country Name	Status Client	Serial Number/Date	Registration Number/Date	Last Renewal Next Renewal		
DEDICATED TO THE PERFECT CUP	210499.1667 / United States of America	Registered Hamilton Beach Brands, Inc.	77769,847 27-Jun-2009	3,951,480 26-Apr-2011	26-Apr-2021		
						Class/Type: 07 Int.; 11 Int.	
						Outstanding Action(s)	Due Date
			Section 8 & 15 Due - 6th year	26-Apr-2017			
			First Renewal	26-Apr-2021			
HAMILTON BEACH	210499.1665 / European Community	Registered Hamilton Beach Brands, Inc.	009816831 21-Dec-2010	009816831 16-Jun-2011	21-Dec-2020		
						Class/Type: 07 Int.; 08 Int.; 09 Int.; 11 Int.; 21 Int.	
						Outstanding Action(s)	Due Date
			First Renewal	21-Dec-2020			
NOW THAT'S GOOD THINKING	210499.1616 / United States of America	Registered Hamilton Beach Brands, Inc.	77817,797 22-Jan-2010	3,945,663 12-Apr-2011	12-Apr-2021		
						Class/Type: 07 Int.; 09 Int.; 11 Int.	
						Outstanding Action(s)	Due Date
			Section 8 & 15 Due - 6th year	12-Apr-2017			
			First Renewal	12-Apr-2021			
FORGET THE CARAFE	United States of America	Registered	3,957,808 10-May-2011				
	Class Type 11 Int.						