

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Supplement to Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hamilton Beach Brands, Inc.		11/15/2011	CORPORATION: DELAWARE
Hamilton Beach, Inc.		11/15/2011	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: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4027216	THE GOURMET SUPPLY COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	83507-33		
NAME OF SUBMITTER:	Laura Konrath		

CH \$40.00 4027216

900207677

**TRADEMARK
 REEL: 004664 FRAME: 0768**

Signature:	/Laura Konrath/
Date:	11/22/2011
Total Attachments: 8 source=supp Hamilton Beach#page1.tif source=supp Hamilton Beach#page2.tif source=supp Hamilton Beach#page3.tif source=supp Hamilton Beach#page4.tif source=supp Hamilton Beach#page5.tif source=supp Hamilton Beach#page6.tif source=supp Hamilton Beach#page7.tif source=supp Hamilton Beach#page8.tif	

EXECUTION

SUPPLEMENT
TO
SECURITY AGREEMENT

This Supplement to Security Agreement (this "Supplement") is entered into as of this 15th day of November, 2011, by and among Hamilton Beach Brands, Inc. (f/k/a Hamilton Beach/Proctor-Silex, Inc.), a Delaware corporation (the "Company"), the other Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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).

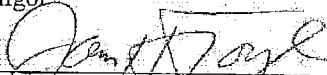
5. Counterparts. This Supplement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A counterpart signature page to this Supplement delivered by fax or "pdf" transmission shall be as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

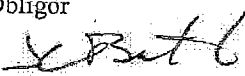
[Signature Page Follows]

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 A. Taylor
Title: Vice President and C.F.O.

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.

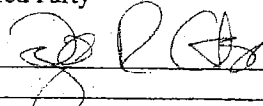
HAMILTON BEACH BRANDS, INC.
(f/k/a Hamilton Beach/Procter-Silex, Inc.),
as an Obligor

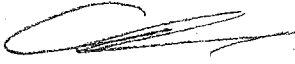
By: _____
Name: _____
Title: _____

HAMILTON BEACH, INC.,
as an Obligor

By: _____
Name: _____
Title: _____

UBS AG, STAMFORD BRANCH,
as Secured Party

By:  _____
Name: _____ Irja R. Otsa
Title: _____ Associate Director
Banking Products
Services, US

By:  _____
Name: _____ Christopher Gomes
Title: _____ 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
ENCLOSED TOASTER	210499.0995 China (People's Republic)		ORD	Granted 795210104-05.004-B	200510053213.1 07-Feb-2005	ZL200510053213.1 24-Aug-2011
AGMatter: 210499.1097 Attorney Docket: 10499-995CN Responsible Office: PH						
SLOW COOKER WITH NESTABLE CONTAINERS	210499.1225 China (People's Republic)		ORD	Granted 795210104-07.125-B	200810002357.8 15-Jan-2008	ZL200810002357.8 29-Jun-2011
AGMatter: 210499.1406 Attorney Docket: 10499-1225CN Responsible Office: PH						
STORAGE CASE FOR A HAND MIXER	210499.1691 China (People's Republic)		UTM	Granted 795210104-10.069-B	201120006671.0 06-Jan-2011	ZL201120006671.0 24-Aug-2011
AGMatter: 210499.1671 Attorney Docket: CPI ONLY Responsible Office: PH						
BREWED BEVERAGE MAKER	210499.1668 United States of America		ORD	Granted 795210104-06.151	12/043,359 06-Mar-2008	7,997,187 16-Aug-2011
AGMatter: 210499.1668 Attorney Docket: CPI ONLY Responsible Office: PH						
SPINDLE MIXER WITH INTERLOCK ASSEMBLY	210499.1678 China (People's Republic)		ORD	Granted 795210107-07.088	200710165532.0 26-Oct-2007	ZL200710165532.0 24-Aug-2011
AGMatter: 210499.1744 Attorney Docket: CPI ONLY Responsible Office: PH						
BEVERAGE MAKER	210499.1704 China (People's Republic)		DES	Granted 795210104-10.024	201030202408.X 08-Jun-2010	ZL201030202408.X 03-Aug-2011
AGMatter: 210499.1743 Attorney Docket: CPI ONLY Responsible Office: PH						
BEVERAGE MAKER	210499.1719 United States of America	1	DDV	Granted 795210104-11.042	29/390,197 21-Apr-2011	D643,242 16-Aug-2011
AGMatter: 210499.1736 Attorney Docket: CPI ONLY Responsible Office: PH						
SLOW COOKER	210499.1730 United States of America		PDS	Granted 795210104-11.012-C	29/386,813 04-Mar-2011	D641,202 12-Jul-2011

AGMatter: 210499.1730
 Attorney Docket: CPI ONLY
 Responsible Office: PH

CAN OPENER	210499.1733	PDS	Granted	29/380,676	D641,601
	United States of America		795210104-10.104	09-Dec-2010	19-Jul-2011

AGMatter: 210499.1733
 Attorney Docket: CPI ONLY
 Responsible Office: PH

SLOW COOKER	210499.1734	PDS	Granted	29/386,807	D642,856
	United States of America		795210104-11.013	04-Mar-2011	09-Aug-2011

AGMatter: 210499.1734
 Attorney Docket: CPI ONLY
 Responsible Office: PH

SLOW COOKER	China	Utility	Granted	200710003283.5	ZL200710003283.5
2011-29-June			795210104-07.015-B		

TRAVEL MUG	China	Utility	Granted	200810006564.0	ZL200810006564.0
2011-06-July			795210104-08.002-B		

FOOD PROCESSOR	China	Utility	Granted	201020253716.X	ZL201020253716.X
2011-31-Aug			795201014-10.050-B		

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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
HAMILTON BEACH	210499.1695 / European Community	Registered Hamilton Beach Brands, Inc.	009616831 21-Dec-2010	009616831 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		
THE GOURMET SUPPLY COMPANY	210499.1681 / United States of America	Registered Hamilton Beach Brands, Inc.	85/126,604 10-Sep-2010	4,027,216 13-Sep-2011	13-Sep-2021
	Class/Type: 21 Int.				
	Outstanding Action(s)		Due Date		
	Section 8 & 15 Due - 6th year		13-Sep-2017		
	First Renewal		13-Sep-2021		