

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAGOM KITCHEN COMPANY		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	50 Rowes Wharf, 2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88277364	OUR PLACE	
Serial Number:	90325487	PERFECT POT	
Serial Number:	90059235	OUR PLACE	
Serial Number:	90039391	ALWAYS PAN	
Serial Number:	90157316	TRADITIONWARE	
Serial Number:	90575197	TRADITIONWARE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1365373 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	04/30/2021		

OP \$165.00 88277364

Total Attachments: 17

source=Lagom Kitchen Company - Intellectual Property Security Agreement#page1.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page2.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page3.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page4.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page5.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page6.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page7.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page8.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page9.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page10.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page11.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page12.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page13.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page14.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page15.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page16.tif
source=Lagom Kitchen Company - Intellectual Property Security Agreement#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of April 30, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit and Security Agreement referred to below, and LAGOM KITCHEN COMPANY, a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit and Security Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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 (whether of the State of New York or any other jurisdiction).

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

3924 Tuller Ave.
Culver City, CA 90230
Attention: Amir Tehrani, Co-CEO

LAGOM KITCHEN COMPANY

By: Amir Tehrani

Name: Amir Tehrani

Title: CEO

LENDER:

Address:

JPMorgan Chase Bank, N.A.
50 Rowes Wharf, 2nd Floor
Boston, MA 02110
Attention: David Reich

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

3924 Tuller Ave.
Culver City, CA 90230
Attention: Amir Tehrani, Co-CEO

LAGOM KITCHEN COMPANY

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
50 Rowes Wharf, 2nd Floor
Boston, MA 02110
Attention: David Reich

JPMORGAN CHASE BANK, N.A.

By: Cameron Gray

Name: Cameron Gray

Title: Authorized Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Please see attached.		

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 1 of 9

TRADEMARKS														
Docket	Mark	North America			South America	Europe			Asia Region					
		US	CA	MX	BR	EU	GB	DE	CN	HK	JP	AU	NZ	
10162	OUR PLACE (021)	X												
10163	OURS (008/021)	-												
10164	PERFECT POT	X												
10202	OUR PLACE (008/021)	X	X			X	X		X	X	X	X	X	
10172	ALWAYS PAN (021)	X	X			X	X		X	X	X	X	X	
10247	TRADITIONWARE (021)	X												
10247 A	TRADITIONWARE (021, 041)	X												
10978	TRADITIONWARE (021, 041)		X			X	X							

PATENTS														
Docket	TITLE	North America			South America	Europe			Asia Region					
		US	CA	MX	BR	EP	GB	DE	CN	HK	JP	AU	NZ	
10159	Cookware Assembly	X				X			X					
10160	Cookware Original Design	X	X			X								
10160A	Cookware Updated Design	X	X			X			X	X	X			
10559	Knife Design	X												
10693WO	Knife Handle	PC T												
10961	Flipping Platter	X												
11008	Cookware Divider	X												

Lagom Kitchen Company IP Portfolio

As of April 19, 2021




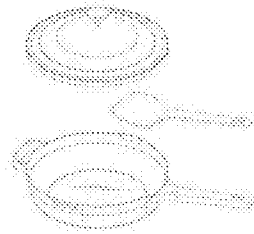
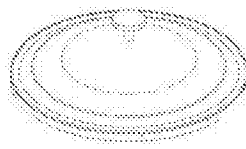

Page 2 of 9

PATENTS														
Docket	TITLE	North America			South America	Europe			Asia Region					
		US	CA	MX	BR	EP	GB	DE	CN	HK	JP	AU	NZ	
11016	Trivet	X												
11017	Cutting Board	X												
11007	Splatter Guard and Fry Rack	X												
11030	Fry Rack	X												
11061	Pan (v3)	X												
11060	Pot	X												
11062	Cookware Lid with Strainer	X												
11058	Notched Utensil	X												

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

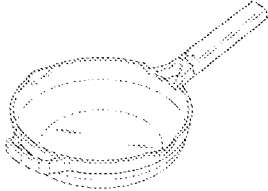
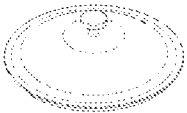
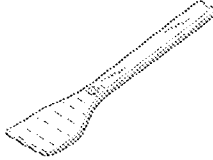
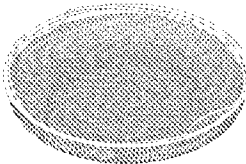
Page 5 of 9

PATENTS – DETAIL BY DOCKET						
Docket	Title	Application Number	Filing Date	Patent Number	Issue Date	Current Status
10159		16513966	07-17-210 9			Pending
10159WO	COOKWARE ASSEMBLY (Utility)	PCT US20/42498	07-17-202 0			Pending
10159CN		Utility Model	01-06-202 1			Pending
10159EP		EP 20841241.1	07-17-202 0			Pending
10159HK		To be filed				
10160	COOKWARE (Original Design)	29/699,401	07-25-201 9			Pending
10160CA		192619	01-20-202 0			Pending
10160EU 1	COOKWARE 	007538731	01-21-202 0	007538731 -0001	05-14-202 0	Renewal 01-21-2025
10160EU 2	COOKWARE 	007538731	01-21-202 0	007538731 -0002	05-14-202 0	Renewal 01-21-2025
10160EU 3	COOKWARE 	007538731	01-21-202 0	007538731 -0003	05-14-202 0	Renewal 01-21-2025
10160A	COOKWARE (Updated Design)	29/748,445	08-28-202 0			Pending
10160AC A		198565	10-05-202 0			Pending

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

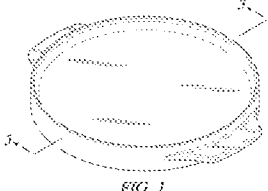
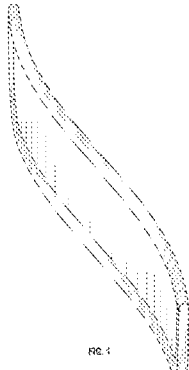
Page 6 of 9

PATENTS – DETAIL BY DOCKET						
Docket	Title	Application Number	Filing Date	Patent Number	Issue Date	Current Status
10160AC N		20203079772 9.2	12-23-202 0			Pending
10160AE U		8202295	10-13-202 0	8202295	10-13-202 0	Renewal 10-31-2025
10160AH K		2017362.9M0 01	12-31-202 0	2017362.9M0 01	12-31-202 0	Renewal 12-31-2025
10160AJP		D2021-0014 38	01-25-202 1			Pending
10160ACN 2		20203079575 2.8	12-23-202 0			Pending
10160AJP 2		D2021-0014 39	01-25-202 1			Pending
10160AHK 2		2017362.9M0 02	12-31-202 0	2017362.9M0 02	12-31-202 0	Renewal 12-31-2025
10160ACN 3		20203079573 8.8	12-23-202 0			Pending
10160AJP 3		D2021-001440	01-25-202 1			Pending
10160AHK 3		2017362.9M0 03	12-31-202 0	2017362.9M0 03	12-31-202 0	Renewal 12-31-2025
10160ACN 4		20203079573 6.9	12-23-202 0			Pending
10160AJP 4		D2021-0014 41	01-25-202 1			Pending
10160AHK 4		2017362.9M0 04	12-31-202 0	2017362.9M0 04	12-31-202 0	Renewal 12-31-2025
10160ACN 5		20203079770 3.8	12-23-202 0			Pending
10160AHK 5		2017362.9M0 05	12-31-202 0	2017362.9M0 05	12-31-202 0	Renewal 12-31-2025
10559	KNIFE (3 designs)	29/766,465	01-15-202 1			Pending

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

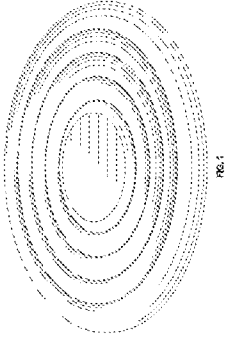
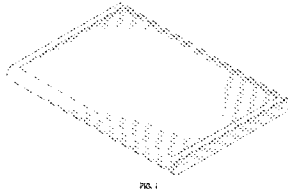
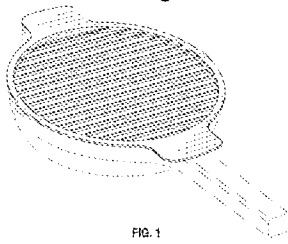
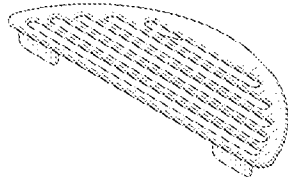
Page 7 of 9

PATENTS – DETAIL BY DOCKET						
Docket	Title	Application Number	Filing Date	Patent Number	Issue Date	Current Status
10693WO		PCT/ US21/17195	02-09-202 1			Pending
10961	Flipping Platter Design  FIG. 1	29775685	03-24-202 1			Pending
11008	Cookware Divider Design  FIG. 1	29775688	03-24-202 1			Pending

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 8 of 9

PATENTS – DETAIL BY DOCKET						
Docket	Title	Application Number	Filing Date	Patent Number	Issue Date	Current Status
11016	Trivet Design 	29775908	03-25-2021			Pending
11017	Cutting Board Design 	29776516	03-30-2021			Pending
11007	Splatter Guard and Fry Rack Design 	29776799	03-31-2021			Pending
11030	Fry Rack Design 	29776647	03-31-2021			Pending

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 9 of 9

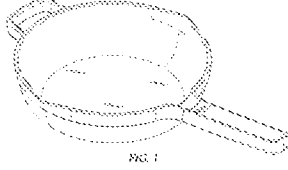
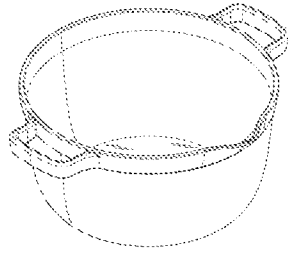
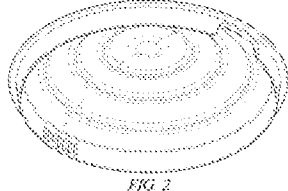
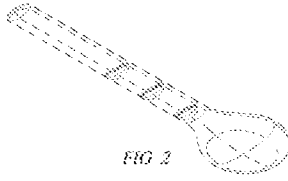
PATENTS – DETAIL BY DOCKET						
Docket	Title	Application Number	Filing Date	Patent Number	Issue Date	Current Status
11061	Pan Design 	29777333	04-05-2021			Pending
11060	Pot Design 	29777514	04-06-2021			Pending
11062	Cookware Lid with Strainer Design 	29777516	04-06-2021			Pending
10958	Notched Utensil Design 	29778312	04-12-2021			Pending

EXHIBIT C

Trademarks

<u>Description</u>	Serial Application <u>Number</u>	Application <u>Date</u>
Please see attached.		

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 1 of 9

TRADEMARKS														
Docket	Mark	North America			South America	Europe			Asia Region					
		US	CA	MX	BR	EU	GB	DE	CN	HK	JP	AU	NZ	
10162	OUR PLACE (021)	X												
10163	OURS (008/021)	-												
10164	PERFECT POT	X												
10202	OUR PLACE (008/021)	X	X			X	X		X	X	X	X	X	
10172	ALWAYS PAN (021)	X	X			X	X		X	X	X	X	X	
10247	TRADITIONWARE (021)	X												
10247 A	TRADITIONWARE (021, 041)	X												
10978	TRADITIONWARE (021, 041)		X			X	X							

PATENTS														
Docket	TITLE	North America			South America	Europe			Asia Region					
		US	CA	MX	BR	EP	GB	DE	CN	HK	JP	AU	NZ	
10159	Cookware Assembly	X				X			X					
10160	Cookware Original Design	X	X			X								
10160A	Cookware Updated Design	X	X			X			X	X	X			
10559	Knife Design	X												
10693WO	Knife Handle	PT												
10961	Flipping Platter	X												
11008	Cookware Divider	X												

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 3 of 9

TRADEMARKS – DETAIL BY DOCKET							
Docket	Mark	Class	Application Number	Filing Date	Registration Number	Issue Date	Renewal Date / Status
10162	OUR PLACE	021	88277364	01-25-2019	6086562	06-23-2020	06-23-2025
			Cooking pans; Cooking pot sets; Cooking spoons; Cooking pots and pans; Cookware, namely, roasting pans and non-electric cooking steamers; Cups and mugs; Dutch ovens; Household utensils, namely, kitchen tongs, spatulas, strainers, and whisks; Mixing bowls; Rolling pins; Wooden cooking spoons; Crockery, namely, pots, dishes, drinking cups and saucers, bowls, serving bowls and trays; Metal cooking pans; Bowls; Candle holders; Pitchers; Plates; Serving platters; Vases; Wine glasses; Drinking glasses; Non-electric tea kettles; non-electric coffee pots				
10202	OUR PLACE	008 021	90059235	07-17-2020	008: Household knives; Kitchen knives; Table knives 021: Cutting boards; Plastic storage containers for domestic use; Plastic storage containers for household use		
10202IR			1548685	07-23-2020	1548685	07-23-2020	07-23-2030
10202AU			1548685	01-16-2021			Pending
10202CA			1548685	07-23-2020			Pending
10202CN			1548685	07-23-2020	1548685	01-04-2021	07-23-2030
10202EU			1548685	07-23-2020	1548685	01-20-2021	07-23-2030
10202GB			1548685	07-23-2020	1548685	12-15-2020	07-23-2030
10202HK			305363659	08-18-2020			Pending
10202JP			1548685	07-23-2020			Pending
10202NZ			1548685	01-16-2021			Pending
10163			OURS	008 021	88281652	01-29-2019	Abandoned
10164	PERFECT POT	021	90325487	11-17-2020	Pots; Crockery, namely, pots, dishes, drinking cups and saucers, bowls, serving bowls and trays		Pending
10172	ALWAYS PAN	021	90039391	07-07-2020	Pans; Cookware, namely, non-stick pans; Household utensils, namely, spatulas; Spatulas for kitchen use; Steamer baskets		
10172IR			1546269	07-15-2020	1546269	07-15-2020	07-15-2030
10172AU			1546269	01-16-2021			Pending
10172CA			1546269	07-15-2020			Pending
10172CN			1546269	07-15-2020	1546269	12-24-2020	07-15-2030
10172EU			1546269	07-15-2020	1546269	01-07-2021	07-15-2030
10172GB			1546269	07-15-2020	1546269	12-08-2020	07-15-2030

Lagom Kitchen Company IP Portfolio

As of April 19, 2021

Page 4 of 9

TRADEMARKS – DETAIL BY DOCKET							
Docket	Mark	Class	Application Number	Filing Date	Registration Number	Issue Date	Renewal Date / Status
10172HK			305362407	08-17-2020			Pending
10172JP			1546269	07-15-2020			Pending
10172NZ			1546269	01-16-2021			Pending
10247	TRADITIONWARE	021	90157316	09-03-2020			dishes; serving dishes; serving platters; kitchen crockery
10247A	TRADITIONWARE	021 041	90575197	03-12-2021			IC 021: Cookware, namely, pots and pans; Cookware, namely, roasting pans; Cookware, namely, steamers; Cookware, namely, roasting racks; Dutch ovens; Non-electric woks; Non-electric griddles; Non-electric deep fryers; Cookie sheets; Pots; Pans; Pot lids; Dinnerware; Household utensils, namely, spatulas, turners, strainers, pot and pan scrapers, sieves, graters, skimmers; Utensils for barbecues, namely, forks, tongs, turners; Grills in the nature of cooking utensils; Egg poachers IC 041: On-line journals, namely, blogs featuring food and cooking; Providing a website featuring blogs and non-downloadable publications in the nature of articles, brochures, and recipes in the fields of food and cooking
10978IR			A0106623	03-17-2021			IC 021: Cookware, namely, pots and pans; Cookware, namely, roasting pans; Cookware, namely, steamers; Cookware, namely, roasting racks; Dutch ovens; Non-electric woks; Non-electric griddles; Non-electric deep fryers; Cookie sheets; Pots; Pans; Pot lids; Dinnerware; Household utensils, namely, spatulas, turners, strainers, pot and pan scrapers, sieves, graters, skimmers; Utensils for barbecues, namely, forks, tongs, turners; Grills in the nature of cooking utensils; Egg poachers; dishes; serving dishes; serving platters; Kitchen crockery IC 041: On-line journals, namely, blogs featuring food and cooking; Providing a website featuring blogs and non-downloadable publications in the nature of articles, brochures, and recipes in the fields of food and cooking
10978CA	TRADITIONWARE 10247 + 10247A	021 041					
10978EU							
10978GB							