

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danby Products Limited		12/28/2022	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch		
Street Address:	66 Wellington St. W.		
Internal Address:	Suite 4500, TD Bank Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K1E7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90014776	COLDTECH COMMERCIAL	
Serial Number:	90003812	O2CLEAN AIR PURIFICATION TECHNOLOGY	
Serial Number:	90001725	DANBY PARCEL GUARD	
Serial Number:	88296826	WOOD'S	
Serial Number:	88296762	DANBY	
Serial Number:	88270831		
Serial Number:	87370165	SILHOUETTE RESERVE	
Serial Number:	87562637	INVISI-TOUCH	
Serial Number:	87077602	DANBY ONE PLUG	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<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:	4162163950		
Email:	tom.sutherland@nortonrosefulbright.com		
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP		
Address Line 1:	1 PLACE VILLE MARIE		
Address Line 2:	SUITE 2500		
Address Line 4:	MONTREAL, ONTARIO H3R 1R1		

OP \$240.00 90014776

NAME OF SUBMITTER:	Tom Sutherland
SIGNATURE:	/Tom Sutherland/
DATE SIGNED:	01/05/2023
Total Attachments: 10 source=Danby JPMorgan Security Agreement 2022#page1.tif source=Danby JPMorgan Security Agreement 2022#page2.tif source=Danby JPMorgan Security Agreement 2022#page3.tif source=Danby JPMorgan Security Agreement 2022#page4.tif source=Danby JPMorgan Security Agreement 2022#page5.tif source=Danby JPMorgan Security Agreement 2022#page6.tif source=Danby JPMorgan Security Agreement 2022#page7.tif source=Danby JPMorgan Security Agreement 2022#page8.tif source=Danby JPMorgan Security Agreement 2022#page9.tif source=Danby JPMorgan Security Agreement 2022#page10.tif	

SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Amended and Restated Intellectual Property Security Agreement ("**Agreement**") dated December 28, 2022, is made by and between:

Danby Products Limited and Intirion Corporation (collectively, the **Grantors** and each a **Grantor**)

and

JPMorgan Chase Bank, N.A., Toronto Branch (the **Agent**).

WHEREAS JPMorgan Chase Bank, N.A., Toronto Branch as Agent, for and on behalf of itself and the other Secured Parties and such other persons that may from time to time be parties to the Credit Agreement as lenders, have agreed to make certain credit facilities available to the Grantors upon the terms and conditions contained in a second amended and restated credit agreement among, among others, the Grantors and the Agent dated as of this date (such credit agreement as it may at any time or from time to time, be amended, supplemented, restated or replaced, the **Credit Agreement**);

AND WHEREAS the Grantors have entered into that certain Amended & Restated Intellectual Property Security Agreement dated as of January 7, 2020 (the **Existing IP Security Agreement**);

AND WHEREAS the parties hereto now desire to supplement the Existing IP Security Agreement as set forth herein, to become effective and binding on the parties hereto pursuant to the terms hereof;

AND WHEREAS each Grantor has agreed to execute and deliver this Agreement to and in favour of the Agent as security for the payment and performance of each of the Grantor's obligations to the Agent under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) to which it is a party.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantors and the Agent agree as follows.

Article 1 - SECURITY

1.1 Grant of Security. Each Grantor hereby grants to the Agent, for its own benefit as a lender and as agent a security interest in, and charges, pledges and hypothecates to the Agent, for its own benefit as a lender and as agent:

- (a) all of its right, title and interest in and to all of each Grantor's trademarks, patents and industrial designs, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the trade-marks, patents and industrial designs registrations and applications set forth in Schedule "A" (the **Intellectual Property**);
- (b) together with the goodwill symbolized thereby; any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property,

(all of the foregoing, the **Collateral**).

1.2 Obligations Secured. The security interest, charge, hypothecation and pledge granted hereby (collectively, the **Security Interest**) secures the payment and performance of all debts, liabilities and obligations present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due, and owing by or otherwise payable by each

Grantor to the Agent, however or wherever incurred, pursuant to or in connection with the Credit Agreement and each of the other Loan Documents to which such Grantor is a party (collectively, and together with the expenses, costs and charges set out in Section 1.2(b), the **Obligations**).

1.3 Attachment, Perfection, Possession and Control.

- (a) Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral or the power to transfer rights in the Collateral to the Agent (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a copy of this Agreement.
- (b) Each Grantor shall promptly inform the Agent in writing of the acquisition by such Grantor of any property which is not adequately described in this Agreement, and such Grantor shall execute and deliver, from time to time, at its own expense, amendments to this Agreement and its schedules or additional security agreements or schedules as may be required by the Agent in order to preserve, protect and perfect its Security Interest in such property.

1.4 Scope of Security Interest. The Security Interest with respect to the Intellectual Property constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Agent, but does not constitute an assignment or mortgage of such Collateral to the Agent. Until the Security Interest becomes enforceable, the grant of the Security Interest in the Collateral will not affect in any way each Grantors' rights to commercially exploit it or defend or enforce such Grantor's rights in it or with respect to it.

1.5 Amalgamation. In the event a Grantor amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest will (a) extend to all Collateral that (i) any of the amalgamating corporations own, or (ii) the amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by any of the amalgamating corporations and the amalgamated corporation to the Agent pursuant to or in connection with the Credit Agreement and the other Loan Documents whether incurred prior to, or at the time of, or subsequent to, any amalgamation. The Security Interest will attach to the Collateral of the amalgamating corporations not previously subject to this Agreement at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation when same becomes owned or is acquired. Upon any such amalgamation, the defined term "Grantor" means, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term Collateral means all of the property, assets, undertaking and interests described in (a) above, and the defined term Obligations means the obligations described in (b) above.

1.6 Recordation. Each Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, record this Agreement.

1.7 Release of Security Interest. Upon payment in full of all obligations and the termination of the Credit Agreement and each Guarantee, the Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on any Security Interest in the Collateral which has been granted hereunder.

Article 2 - GENERAL

2.1 Notices. Any notice, consent, waiver or other communication given under this Agreement must be in writing and delivered in accordance with the provisions of the Credit Agreement.

2.2 Interpretation.

- (a) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Credit Agreement.
- (b) The division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.
- (c) Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

2.3 Amendment. This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Agent and each Grantor.

2.4 Supplemental Security. This Agreement is in addition to and without prejudice to all other security now held or which may hereafter be held by the Agent.

2.5 Successors and Assigns. This Agreement is binding upon each Grantor, its successors and assigns, and enures to the benefit of the Agent and its respective successors and assigns.

2.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions will continue in full force and effect.

2.7 Conflict. In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

2.8 Governing Law and Submission to Jurisdiction.


- (a) This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles.
- (b) Each Grantor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of Ontario located in Toronto, (ii) agrees that all claims in respect of any suit, action or proceeding may be heard and determined in such court, and (iii) waives, to the fullest extent permitted by law, any objection which it may have based upon doctrines of venue or *forum inconveniens*.

2.9 Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile, .pdf attached to an email, or other electronic means of an originally executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.


(Remainder of this page intentionally blank – signature page follows)

BE WITNESS WHEREOF each Grantor and the Agent have executed this Agreement.

DANBY PRODUCTS LIMITED

Per: 
Name: Andrew Reynolds
Title: CEO

INTRICH CORPORATION

Per: 
Name: Andrew Reynolds
Title: CEO

Acknowledged and Agreed to by:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH

Per: _____
Name:
Title:

Signature Page to Supplement to A&R Intellectual Property Security Agreement

IN WITNESS WHEREOF each Grantor and the Agent have executed this Agreement.

DANBY PRODUCTS LIMITED


Per: _____
Name:
Title:

INTIRION CORPORATION

Per: _____
Name:
Title:

Acknowledged and Agreed to by:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**

Per: 
Name: BRUCE WATSON
Title: AUTHORIZED OFFICER

Schedule "A"

Canadian Trademarks

Grantor	Trademark	Registration No.	Application No.
Danby Products Limited	DANBY PRODUCTS LIMITED	TMA1121110	1921989
Danby Products Limited	DANBY PARCEL GUARD		2068265
Danby Products Limited	WOODS		2068266

Canadian Patents

Grantor	Patent	Patent No.
Danby Products Limited	SYSTEM OPERATED RESPONSIVE TO DATA BEARING RECORDS	3065993
Danby Products Limited	ITEM DEPOSITORY OPERATED RESPONSIVE TO DATA BEARING RECORDS	3089659
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3105762
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3105765
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3110989
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3110992
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3114527
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3114630

Grantor	Patent	Patent No.
Danby Products Limited	SYSTEM OPERATED RESPONSIVE TO DATA BEARING RECORDS	3118229
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3119278
Danby Products Limited	SYSTEM FOR PARCEL PICKUP AND DELIVERY OPERATED RESPONSIVE TO DATA BEARING RECORDS	3119682
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT AND TRACKING OPERATED RESPONSIVE TO DATA BEARING RECORDS	3121968
Danby Products Limited	SYSTEM FOR PARCEL TRANSPORT OPERATED RESPONSIVE TO DATA BEARING RECORDS	3153163
Intirion Corporation	MULTIPLE LINKED APPLIANCES WITH AUXILIARY OUTLET	2887526

Canadian Industrial Designs

Grantor	Industrial Design	Registration No.
Danby Products Limited	PARCEL TRANSFER VAULT	193566
Danby Products Limited	PARCEL BOX	188705

U.S. Trademarks

Grantor	Trademark	Serial No.	Registration No.
Danby Products, Inc.	COLDTECH COMMERCIAL	90014776	6255787
Danby Products Limited	O2CLEAN AIR PURIFICATION TECHNOLOGY	90003812	6244472
Danby Products Limited	DANBY PARCEL GUARD	90001725	6244240
Danby Products Limited	WOOD'S	88296826	6754676

Grantor	Trademark	Serial No.	Registration No.
Danby Products Limited	DANBY	88296762	6025251
Danby Products Limited	[Design only]	88270831	5998245
Danby Products Limited	SILHOUETTE RESERVE	87370165	5618197
Danby Products Limited	INVISI-TOUCH	87562637	5608095
Danby Products Limited	DANBY ONE PLUG	87077602	5370952

U.S. Patents

Grantor	Patent	App No.	Patent No.
Intirion Corporation	Multiple linked appliance with auxiliary outlet	17691628	N/A
Intirion Corporation	Multiple linked appliance with auxiliary outlet	17667161	N/A
Intirion Corporation	Multiple linked appliance with auxiliary outlet	16671383	11274876
Intirion Corporation	Safe configured for holding valuables	15951525	10781625
Intirion Corporation	Multiple linked appliance with auxiliary outlet	15135873	9791206
Intirion Corporation	Multiple linked appliance with auxiliary outlet	15135883	9664436
Intirion Corporation	Multiple Linked Appliance With Auxiliary Outlet	15600118	10495374
Danby Products Limited	Refrigerator support apparatus and method	15496587	10260794
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17226299	11521164

Grantor	Patent	App No.	Patent No.
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17223766	11521163
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17189836	11429924
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17146830	11412877
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17189799	11417166
Danby Products Limited	System for parcel transport and tracking operated responsive to data bearing records	17146810	11375840
Danby Products Limited	Plant grow unit	16225131	11363764
Danby Products Limited	Parcel transfer vault	D/712075	D938690
Danby Products Limited	Window vent assembly for portable air conditioner	16238036	11149978
Danby Products Limited	Refrigeration apparatus	15284634	10816257
Danby Products Limited	Parcel box	29677525	D897625
Danby Products Limited	Refrigerator storage system	16/273332	10697695
Danby Products Limited	Refrigerator door	29640783	D878433
Danby Products Limited	Refrigerator door	29640785	D875793
Danby Products Limited	Refrigerator	15178654	10492629
Danby Products Limited	Refrigerator door	D/60444	D857763
Danby Products Limited	Appliance packaging system and method	15584606	10233011
Danby Products Limited	Removable can holding refrigerator container	15591732	10183795
Danby Products Limited	Refrigerator door handle	29603742	D831707
Danby Products Limited	Pedestal	29572891	D808205

Grantor	Patent	App No.	Patent No.
Danby Products Limited	Can carrier	29572893	D805402
Danby Products Limited	Refrigerator	29522175	D754221