

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danby Products Limited		02/07/2014	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: 1			
Property Type	Number	Word Mark	
Serial Number:	90014776	COLDTECH COMMERCIAL	
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		
ATTORNEY DOCKET NUMBER:	Matter 1000157803		
NAME OF SUBMITTER:	Tom Sutherland		
SIGNATURE:	/Tom Sutherland/		
DATE SIGNED:	01/05/2023		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This Agreement dated February 7, 2014, is made by and between:

Danby Products Limited, Danby Products Inc. 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 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 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 Secured Obligations (as defined in the Credit Agreement).

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. As security for the Secured Obligations, 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 trade-marks or services marks, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the trade-mark and service mark registrations and applications set forth in Schedule "A" (the **Trademarks**);
- (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 Trademarks,

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

1.2 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.

1.3 Scope of Security Interest. The Security Interest with respect to the Trademarks 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.

1.4 Merger or Amalgamation. In the event a Grantor merges or otherwise 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 merging or amalgamating corporations own, or (ii) the merged or amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all of the Secured Obligations, including any Secured Obligations at any time or from time to time due or accruing or due and owing by or otherwise payable by any of the merging or amalgamating corporations and the merged or amalgamated corporation, whether incurred prior to, or at the time of, or subsequent to, any merger or amalgamation. The Security Interest will attach to the Collateral of the merging or amalgamating corporations not previously subject to this Agreement at the time of merger or amalgamation and to any Collateral thereafter owned or acquired by the merged or amalgamated corporation when same becomes owned or is acquired. Upon any such merger or amalgamation, the defined term "Grantor" means, collectively, each of the merging or amalgamating corporations and the merged or 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.

1.5 Recordation. Each Grantor authorizes and requests that the applicable government officer of the United States Patent and Trademark Office record this Agreement.

1.6 Release of Security Interest. Upon termination of the U.S. Security Agreement (as defined in the Credit Agreement) in accordance with the provisions thereof, this Agreement shall also terminate and 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.

1.7 Authorization to Supplement. If any Grantor shall obtain rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or Trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Trademark or trademark application, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract

from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

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 State of New York and the laws of the United States of America 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 New York State located in New York City, New York, (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

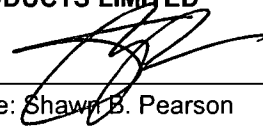
executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

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

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

DANBY PRODUCTS LIMITED

Per: _____


Name: Shawn B. Pearson
Title: President

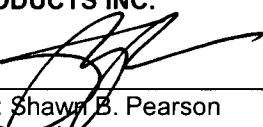
INTIRION CORPORATION

Per: _____


Name: Shawn B. Pearson
Title: President

DANBY PRODUCTS INC.

Per: _____


Name: Shawn B. Pearson
Title: President

Acknowledged and Agreed to by:

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

Per: _____

Name:

Title:

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

DANBY PRODUCTS LIMITED

Per: _____
Name: Shawn B. Pearson
Title: President

INTIRION CORPORATION

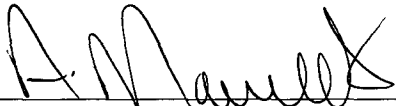
Per: _____
Name: Shawn B. Pearson
Title: President

DANBY PRODUCTS INC.

Per: _____
Name: Shawn B. Pearson
Title: President

Acknowledged and Agreed to by:

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

Per: 
Name: Agostino A. Marchetti
Title: Senior Vice President

Schedule "A"
Trademarks

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
ARTICAIRE	85118261	4258143	12/11/12	Danby Products Inc.
COLDTECH	78232771	3212170	2/27/07	Danby Products Inc.
COLD TECH	75625813	2319029	2/15/00	Danby Products Inc.
SILHOUETTE SELECT	85420883	4427354	11/5/13	Danby Products Limited
	Current Basis 1A:44E			
DANBY	85403191	4251040	11/27/12	Danby Products Limited
CULINARY COOLNESS	85379361	4227091	10/16/12	Danby Products Limited
DANBY DESIGNER	78923240	3312412	10/16/07	Danby Products Limited
DANBY MAITRE'D	78933613	3251508	6/12/07	Danby Products Limited
DANBY SILHOUETTE	78119462	2745262	7/29/03	Danby Products Limited
CONÇU POUR VOTRE MODE DE VIE	78498401	3173123	11/21/06	Danby Products Limited
DESIGNED TO FIT YOUR LIFESTYLE	78498379	3116120	7/18/06	Danby Products Limited
CONVENIENCE COOL	77846799	3982161	6/21/11	Danby Products Limited
SILHOUETTE SELECT	77892264	3884208	11/30/10	Danby Products Limited
AHORRANDO SU DINERO...MIENTRAS AYUDA A CONSERVAR EL MEDIOAMBIENTE	77647199	3729825	12/22/09	Danby Products Limited
VOUS AIDE A ÉCONOMISER DE L'ARGENT...TOUT EN CONTRIBUANT A SAUVEGARDER L'ENVIRONNEMENT	77647194	3729824	12/22/09	Danby Products Limited
SAVING YOU MONEY ... WHILE HELPING TO	77551656	3719624	12/1/09	Danby Products Limited

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
SAVE THE ENVIRONMENT				
DANBY DUO	77551419	3719622	12/1/09	Danby Products Limited
DIPLOMAT	75684292	2321877	2/22/00	Danby Products Limited
DANBY	75683961	2326551	3/7/00	Danby Products Limited
CANSTOR	75058045	2104115	10/7/97	Danby Products Limited
DANBY	74800831	1771316	5/18/93	Danby Products Limited
DANBY	74800832	1863141	11/15/94	Danby Products Limited
	Current Basis 1A,44E			
ICE 'N EASY	74420344	1988821	7/23/96	Danby Products Limited
	Current Basis 1A,44E			
DANBY	74215652	1898064	6/6/95	Danby Products Limited
DANBY	73600124	1453724	8/18/87	Danby Products Limited
MICROFRIDGE	86031160	N/A	N/A	Intirion Corporation
SAFE PLUG	85536051	4221193	10/9/12	Intirion Corporation
SNACK MATE BY MICROFRIDGE	85379427	4222979	10/9/12	Intirion Corporation
SAFE PLUG	77144560	3347849	12/4/07	Intirion Corporation
INTELLI VAULT	77043580	3338063	11/20/07	Intirion Corporation
SNACKMATE	76647134	3286728	8/28/07	Intirion Corporation
MICRO FRIDGE	76227024	2708125	4/15/03	Intirion Corporation
MICRO FRIDGE	73693477	1492121	6/14/88	Intirion Corporation

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

Schedule A to Trademark Security Agreement is hereby amended by adding the following Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Danby Products, Inc.	COLDTECH COMMERCIAL	90014776	6255787	01/26/21