

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Felix Storch, Inc.		12/13/2023	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	131 S Dearborn St, Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	7171071	HEMOVAULT	
Registration Number:	6661135	ACCUCOLD	
Registration Number:	6649849	SUMMIT	
Registration Number:	6442770	ACME	
Registration Number:	6120184	BEAUTIFRIDGE	
Registration Number:	6109372	MOMCUBE	
Registration Number:	5991472	EQUITEMP	
Registration Number:	5654398	EQUITEMP	
Registration Number:	5536350	EQTEMP	
Registration Number:	4700405	PURETHERM	
Registration Number:	4335772	WATTSIPPER	
Registration Number:	3171155	ACCUCOLD	
Registration Number:	3892478	COLD CAVERN	
Registration Number:	3892475	PUB CELLAR	
Registration Number:	2894895	SUMMIT	
Serial Number:	97853101	DREAMBILT	
Serial Number:	97743945	SUMMIT COMMERCIAL	
Serial Number:	97853170	SHALLOW DEPTH	
Serial Number:	97743877	SUMMIT APPLIANCE	

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CORRESPONDENCE DATA**Fax Number:**

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.

Email: mli@mayerbrown.com
Correspondent Name: Merry Li
Address Line 1: 1221 Avenue of the Americas
Address Line 2: Mayer Brown LLP
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	23754133
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NAME OF SUBMITTER:	Merry Li
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SIGNATURE:	/s/Merry Li
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DATE SIGNED:	12/15/2023
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Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Confirmatory Grant”) is made effective as of December 13, 2023 by and from FELIX STORCH, INC., a New York corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, the Grantor, the other Loan Parties party thereto, the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of December 13, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other parties party thereto have entered into that certain Pledge and Security Agreement, dated as of December 13, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the occurrence of Payment in Full, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, at the request and expense of the Grantor, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby collaterally pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

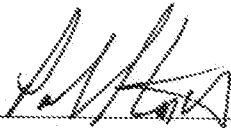
4) Recordation. The Grantor hereby authorizes and requests that this Agreement be recorded with the United States Patent and Trademark Office.

5) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

6) Counterparts. This Confirmatory Grant 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 of this Confirmatory Grant by telecopy, e-mailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.


FELIX STORCH, INC.,
as Grantor

By: 
Name: Paul Storch
Title: Chief Executive Officer

Signature Page to
Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008290 FRAME: 0425

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____

Name: Tyler Ambrose

Title: Authorized Officer

Signature Page to
Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008290 FRAME: 0426

CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS

Exhibit A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	App. No.	Reg. No.	Reg. Date	Owner
HEMOVAULT	97253612	7171071	Sep 19, 2023	Felix Storch, Inc.
ACCUCOLD	90330666	6661135	Mar 1, 2022	Felix Storch, Inc.
SUMMIT	90330829	6649849	Feb 22, 2022	Felix Storch, Inc.
ACME	90033621	6442770	Aug 3, 2021	Felix Storch, Inc.
BEAUTIFRIDGE	88477818	6120184	Aug 4, 2020	Felix Storch, Inc.
MOMCUBE	88644172	6109372	July 21, 2020	Felix Storch, Inc.
EQUITEMP	87128488	5991472	Feb 18, 2020	Felix Storch, Inc.
EQUITEMP	87922278	5654398	Jan 15, 2019	Felix Storch, Inc.
EQTEMP	87128455	5536350	Aug 7, 2018	Felix Storch, Inc.
PURETHERM	85917643	4700405	Mar 10, 2015	Felix Storch, Inc.
WATTSIPPER	85482243	4335772	May 14, 2013	Felix Storch, Inc.
ACCUCOLD	78759002	3171155	Nov 14, 2006	Felix Storch, Inc.
COLD CAVERN	77957523	3892478	Dec 21, 2010	Felix Storch, Inc.
PUB CELLAR	77957376	3892475	Dec 21, 2010	Felix Storch, Inc.
SUMMIT	76553345	2894895	Oct 19, 2004	Felix Storch, Inc.

PENDING TRADEMARK APPLICATIONS

Trademark	App. No.	Reg. Date	Owner
DREAMBILT	97853101	N/A	Felix Storch, Inc.
SUMMIT COMMERCIAL	97743945	N/A	Felix Storch, Inc.
SHALLOW DEPTH	97853170	N/A	Felix Storch, Inc.
SUMMIT APPLIANCE	97743877	N/A	Felix Storch, Inc.

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