TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM391188

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--|
| Sterling Restaurant Supply, LLC | | 06/30/2016 | Limited Liability Company: VIRGINIA |

RECEIVING PARTY DATA

| Name: | Bluehenge Capital Secured Debt SBIC, L.P. | |
|-------------------|---|--|
| Street Address: | 400 Convention Street, Suite 1060 | |
| Internal Address: | c/o Bluehenge Capital | |
| City: | Baton Rouge | |
| State/Country: | LOUISIANA | |
| Postal Code: | 70802 | |
| Entity Type: | Limited Partnership: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4593525 | SRS |

CORRESPONDENCE DATA

Fax Number: 6178327000

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.

Phone: 617.832.1000

Email: ustrademark@foleyhoag.com

Correspondent Name: Jennifer Audeh, Esq., Foley Hoag LLP

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

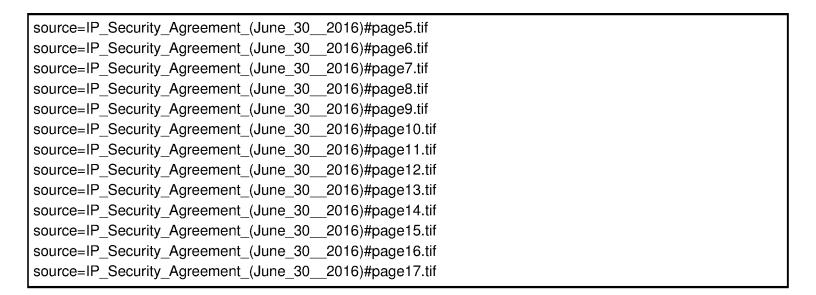
| NAME OF SUBMITTER: | Jennifer Audeh, Esq. |
|--------------------|----------------------|
| SIGNATURE: | /Jennifer Audeh/ |
| DATE SIGNED: | 07/12/2016 |

Total Attachments: 17

source=IP_Security_Agreement_(June_30__2016)#page1.tif source=IP_Security_Agreement_(June_30__2016)#page2.tif source=IP_Security_Agreement_(June_30__2016)#page3.tif source=IP_Security_Agreement_(June_30__2016)#page4.tif

> **TRADEMARK** REEL: 005833 FRAME: 0965

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF JUNE 30, 2016 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TOME, THE "SUBORDINATION AGREEMENT"), AMONG THE BORROWERS, THE SUBORDINATED LENDER AND PNC BANK, NATIONAL ASSOCIATION.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bluehenge Capital Secured Debt SBIC, L.P., a Delaware limited partnership (the "Lender")

WITNESSETH:

WHEREAS, pursuant to the Loan, Securities Purchase and Security Agreement dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Purchase Agreement</u>"), among the Borrowers and the Lender, the Lenders has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor has granted to Lender, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers (including the Grantors) under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Purchase Agreement, each Grantor hereby agrees with the Lender as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Purchase Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Note Obligations on the terms set forth in the Operative Documents, hereby mortgages, pledges and hypothecates to Lender and grants to Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

- (i) all of its Copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on <u>Schedule 1A</u> hereto;
 - (ii) all renewals, reversions and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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(b) Patents.

- (i) all of its registered Patents and applications for registration thereof, including, without limitation, those referred to on <u>Schedule 1B</u> hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Trademarks.

- (i) all of its Trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1C hereto;
 - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Purchase Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Purchase Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.
- <u>Section 5.</u> <u>Representation and Warranties.</u> Each Grantor hereby represents and warrants that the trademarks, patents and copyrights listed opposite such Grantor's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.
- Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

| | FORTESSA TABLEWARE SOLUTIONS, LLC |
|--------------------------------------|--|
| | (f/k/a Fortessa, Inc.) |
| | 1/4/12 |
| | By: |
| | Name: Scott M. Hamberger |
| | Title: President |
| | ESCHENNING TUSA INC. |
| | By: ///// |
| | Name: / Martin G. Hamberger |
| | Title: Chairman |
| | |
| | STERLING RESTAURANT SUPPLY, LLC |
| | By: // / / / / / / / / / / / / / / / / / |
| | Name: Scott M. Hamberger |
| | Title: President |
| | |
| | CLOUD TERRESTUDIOS, LLC |
| | By: |
| | Name: Scott M. Hamberger |
| | Title: President |
| | 1100. |
| | |
| | |
| Acknowledged and agreed | |
| Acknowledged and agreed | |
| | |
| PURCHASER | |
| BLUEHENGE CAPITAL SECURED | DEBT SBIC, L.P. |
| By: Bluehenge Capital Secured Debt S | SBIC GP, LLC |
| | |
| By: | |
| By:Name: Ari David Kocen | |
| Title: Managing Member | |
| <u> </u> | |
| | |
| | |

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

| | FORTESSA TABLEWARE SOLUTIONS, LLC |
|------------------------------------|-----------------------------------|
| | (f/k/a Fortessa, Inc.) |
| | Ву: |
| | Name: |
| | Title: |
| | |
| | ESCHENBACH, USA, INC. |
| | By: |
| | Name: |
| | Title: |
| | |
| | STERLING RESTAURANT SUPPLY, LLC |
| | Ву: |
| | Name: |
| | Title: |
| | |
| | |
| | CLOUD TERRE STUDIOS, LLC |
| | By: |
| | Name: |
| | Title: |
| | |
| | |
| Acknowledged and agreed | |
| <u> </u> | |
| | |
| PURCHASER | |
| | |
| BLUEHENGE CAPITAL SECURE | D DEBT SBIC, L.P. |
| | |
| By: Bluehenge Capital Secured Debt | SBIC GP, LLC |
| | |
| Bv: | |
| Name: Ari David Kocen | |
| Title: Managing Member | |
| | |
| | |

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

| Title | Owner | Description | Jurisdiction | Registration Number | Registration Date | Status |
|---|-------------------|-----------------------------|--------------|------------------------|----------------------|------------|
| BRISTOL BLUE (pattern H5/6872) | Eschenbach USA | Design on porcelain plate | U.S. Federal | VA 855 116 | 12/04/97 | Registered |
| CHATEAU LOIRE GREEN | Eschenbach USA | Design on porcelain plate | U.S. Federal | VA 855 118 | 12/04/97 | Registered |
| EVITA | Eschenbach USA | | U.S. Federal | VA 985 828 | 02/15/00 | Registered |
| MARRAKESH (service plate series 7621) | Eschenbach USA | Designs on porcelain plates | U.S. Federal | VA 1 024 871 | 09/28/00 | Registered |
| MUG AT WORK | Eschenbach USA | | U.S. Federal | VA 859 624 | 06/06/97 | Registered |
| ST. REGIS | Eschenbach USA | Design on porcelain plate | U.S. Federal | VA 855 117 | 12/04/97 | Registered |
| TAKE IT | Eschenbach USA | | U.S. Federal | VA 857 041 | 06/06/97 | Registered |
| TAKE IT | Eschenbach USA | Product packaging | U.S. Federal | VA 859 631 | 06/06/97 | Registered |

B4564411.2

SCHEDULE 1B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

| Title of Invention | Owner | Jurisdiction | Application Number | Filing Date | Patent Number | Issue Date / Expiration Date | Status |
|-----------------------|----------------|--------------|-----------------------|-------------|---------------|---------------------------------|--------|
| BOULLION CUP | Fortessa, Inc. | U.S. Federal | 29/259,401 | 5/8/06 | D562,638 | 2/26/2008 / 2/26/2022 | Issued |
| COFFEE CUP | Fortessa, Inc. | U.S. Federal | 29/259,400 | 5/8/06 | D556,514 | 12/4/2007 / 12/4/2021 | Issued |
| PLATE | Fortessa, Inc. | U.S. Federal | 29/259,400 | 5/8/06 | D559,626 | 1/15/2008 / 1/15/2022 | Issued |
| SAUCER | Fortessa, Inc. | U.S. Federal | 29/259,387 | 5/8/06 | D560,439 | 1/29/2008 / 1/29/2022 | Issued |
| SOUP BOWL | Fortessa, Inc. | U.S. Federal | 29/259,389 | 5/8/06 | D560,438 | 1/29/2008 / 1/29/2022 | Issued |

SCHEDULE 1C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|---|--|---|-----------------------|------------------------|-------------------|---|
| ACCENTZ | Fortessa Tableware Solutions, LLC | Dinnerware, namely plates, cups, saucers, bowls, serving bowls and platters, serving trays not of precious metal, dipping dishes and trays, butter dishes, gravy boats, sugar bowls, creamer pitchers, tea pots not of precious metal, coffee pots not of precious metal, ramekins, and compote dishes | Virginia | 7475 | 07/25/15 | Registered Next renewal: 7/25/20 |
| ACCENTZ (Stylized) | Fortessa Tableware Solutions, LLC | Non-precious metal serving platters, serving bowls, serving trays, dipping dishes and trays, butter dishes, gray boats, sugar bowls, tea pots, coffee pots, ramekins, and compote dishes for use by commercial and institutional establishments | U.S. Federal | 3,217,024 | 03/13/07 | Registered Section 8 and 15 affidavit acknowledged and accepted 1/28/13 Next renewal: 3/13/17 |
| ACCENTZ | Fortessa, Inc. | Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal | China | 7167360 | 7/14/10 | Registered Next renewal: 7/14/20 |
| CIRCLE LOGO [a.k.a. EVITA WHITE Design] | Eschenbach U.S.A., Inc. | Kitchen cutlery, namely, table knives, forks and spoons; knives, namely paring knives, butcher knives, chef's knives, cleavers, bread knifes, | European Community | 3096856 | 3/14/03 | Registered Registration renewed 3/14/13 |

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| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|------|-------|------------------------------|--------------|------------------------|-------------------|--------------|
| | | hunting knives, fishing | | | | Next renewal |
| | | knives, pocket-knives, | | | | 3/14/23 |
| | | penknives and machetes; | | | | |
| | | boxes specially designed | | | | |
| | | for storage of kitchen | | | | |
| | | cutlery; cheese slicers; | | | | |
| | | manicure and pedicure | | | | |
| | | sets sold complete; nail | | | | |
| | | files; nail clippers; finger | | | | |
| | | nail buffers; hand tools, | | | | |
| | | namely crimping irons, | | | | |
| | | curling nippers, cuticle | | | | |
| | | tweezers, and sugar | | | | |
| | | tongs; razors; electric and | | | | |
| | | non-electric razors; egg | | | | |
| | | slicers; non-electric | | | | |
| | | vegetable and fruit | | | | |
| | | peelers, and strainers; | | | | |
| | | 1 * | | | | |
| | | scissors; tea, coffee and | | | | |
| | | dinner services; | | | | |
| | | chinaware, glassware, | | | | |
| | | porcelain and | | | | |
| | | earthenware not included | | | | |
| | | in other classes; brushes, | | | | |
| | | combs, grooming aids; | | | | |
| | | clothes brushes; cork | | | | |
| | | screws; bottle openers; | | | | |
| | | hip flasks; candleholders; | | | | |
| | | scent bottles and vases | | | | |
| | | (none being of precious | | | | |
| | | metal or coated | | | | |
| | | therewith); figurines; | | | | |
| | | household utensils and | | | | |
| | | containers; kitchen | | | | |
| | | utensils and containers; | | | | |
| | | small domestic containers | | | | |
| | | and utensils; toothpicks; | | | | |
| | | picnic baskets; cosmetic | | | | |
| | | utensils; shaving brush | | | | |
| | | stands; sponges (not for | | | | |
| | | surgical use); the bringing | | | | |
| | | together for the benefit of | | | | |
| | | others of a variety of | | | | |
| | | goods enabling customers | | | | |
| | | to conveniently view and | | | | |
| | | purchase those goods in a | | | | |
| | | department store; | | | | |
| | | consultancy services | | | | |
| | | relating to the acquisition | | | | |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|------|--|--|--------------|------------------------|-------------------|--|
| | | of goods and services; the bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view and purchase those goods from a general merchandise catalogue by mail order or by means of telecommunications; the bringing together for the benefit of others of a variety of goods enabling customers to conveniently view and purchases those goods | | | | |
| | | from a general merchandise Internet | | | | |
| D&V | Fortessa Tableware Solutions, LLC | website. Flatware, namely, knives, forks, and spoons; Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, carafes, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, olive boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, egg cups, compote dishes, dipping dishes, dipping trays, cruets, saki dispensers, soy dispensers, chopsticks, chopstick holders, trays not made of precious metal, platters not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, bottle openers, covers for plates and bowls, caddies for serving condiments, | U.S. Federal | 3644511 | 6/23/09 | Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14 Next renewal: 6/3/19 |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|-----------------------------|--------------------------------|--|--------------|------------------------|-------------------|---|
| | | serving food, beverage | | NGTH DOL | 2211 | |
| D&V | Fortessa, Inc. | glassware, and stemware Household or kitchen | China | 7167336 | 11/14/10 | Registered |
| | | utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal | | | | Next renewal: 11/14/20 |
| D&V | Fortessa, Inc. | Knives, spoons, and forks | China | 7167337 | 10/21/10 | Registered Next renewal: |
| F & Design | Fortessa | Dinnerware, namely, | U.S. Federal | 3613320 | 04/28/09 | 10/21/20 Registered |
| (Castle Logo) | Tableware Solutions, LLC | plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of precious metal, platters not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate warmers, caddies for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and | C.g. Todorui | 3013320 | | Section 8 and 15 affidavit acknowledged and accepted 7/29/14 Next renewal: 4/28/19 |
| F & Design (Castle Logo) | Fortessa, Inc. | Household or kitchen utensils and containers not of precious metal (not belong to other classes) | China | 7167338 | 7/14/10 | Registered Next renewal: 7/14/20 |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|-----------------------------|--|---|--------------|------------------------|-------------------|--|
| | | to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal | | Number | Jac | |
| F & Design (Castle Logo) | Fortessa, Inc. | Knives, spoons, and forks | China | 7167339 | 10/21/10 | Registered Next renewal: 10/21/20 |
| FORTALITE | Fortessa Tableware Solutions, LLC | cookware | U.S. Federal | 4,165,807 | 6/26/12 | Next maintenance deadline: 6/26/18 |
| FORTANIUM | Fortessa Tableware Solutions, LLC | Flatware | U.S. Federal | 4,698,254 | 03/10/15 | Next maintenance deadline: 3/10/21 |
| FORTESSA | Fortessa Tableware Solutions, LLC | Flatware | U.S. Federal | 3,237,498 | 05/01/07 | Registered Section 8 and 15 acknowledged and accepted 5/19/13 Next renewal: 5/1/17 |
| FORTESSA | Fortessa Tableware Solutions, LLC | Dishes, bowls, cups, saucers, pitchers, mugs, plates, serving platters, ramekins, sugar bowls, tea pots not of precious metal, coffee pots not of precious metal, gravy boats, butter dishes, creamer pitchers, serving trays not of precious metal, vases, salt and pepper shakers, and compote dishes | U.S. Federal | 2,594,039 | 07/16/02 | Registered Section 8 and 15 affidavit acknowledged and accepted 8/6/08 Renewal accepted 7/18/12 Next renewal: |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|---------------------|--|---|--------------|------------------------|----------------------|--|
| | | | | | | 7/16/22 |
| FORTESSA | Fortessa Tableware Solutions, LLC | Beverage glassware and stemware, serving ware for serving food, caddies for serving condiments, cruets, decanters, bread baskets, ice buckets, wine buckets and plate warmers | U.S. Federal | 3603698 | 04/07/09 | Registered Section 8 and 15 affidavit acknowledged and accepted 7/29/14 Next renewal: |
| FORTESSA (Stylized) | Fortessa Tableware Solutions, | Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, | U.S. Federal | 3613319 | 04/28/09 | A/7/19 Registered Section 8 and |
| | LLC | decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy | | | | 15 affidavit acknowledged and accepted 7/29/14 |
| | | boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of | | | | Next renewal: 4/28/19 |
| | | precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate warmers, caddies | | | | |
| | | for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and spoons | | | | |
| FORTESSA | Fortessa | Flatware, namely, knives, | Canada | TMA801822 | 7/8/11 | Registered |
| | Tableware Solutions, LLC | forks, and spoons Dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, carafes, decanters, creamers, sugar bowls, tappets, aoffee pots | | | | Next renewal: 7/8/26 |
| | | teapots, coffee pots, gravy boats, olive boats, butter dishes, salt and pepper shakers, bread | | | | |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|--|--|---|--------------|------------------------|----------------------|---|
| | | baskets, cruets, caddies for serving condiments, ice buckets, wine buckets, bottle openers, trays, platters, chargers, plate warmers, covers for plates and bowls, dipping dishes, dipping trays, saki dispensers, soy sauce dispensers, chopsticks, chopstick holders, ramekins, compote dishes, bouillon cups, egg cups, servingware for serving food, beverage glassware and stemware, and vases | | | | |
| FORTESSA | Fortessa, Inc. | Knives, spoons, and forks | China | 7167359 | 10/21/10 | Registered Next renewal: 10/21/20 |
| FORTALUXE | Fortessa Tableware Solutions, LLC | Dishes, bowls, cups, saucers, pitchers, mugs, serving platters not made of precious metal, ramekins, sugar bowls, tea pots and coffee pots not made of precious metal, gravy boats, butter boats, creamers, and compotes | U.S. Federal | 2,672,923 | 01/07/03 | Registered Section 8 and 15 affidavit acknowledged and accepted 12/22/08 Renewal accepted 1/12/13 Next renewal: 1/7/23 |
| Fu Ting (Chinese Characters for FORTESSA) | Fortessa, Inc. | Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal | China | 7167334 | 7/14/10 | Registered Next renewal: 7/14/20 |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|--|--|---|--------------|------------------------|----------------------|--|
| Fu Ting (Chinese Characters for FORTESSA) | Fortessa, Inc. | Knives, spoons, and forks | China | 7167335 | 10/21/10 | Registered Next renewal: 10/21/20 |
| LEADING THE WAY IN TABLEWAR E | Fortessa Tableware Solutions, LLC | dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, teapots not made of precious metal, coffee pots not made of precious metal, gravy boats, butter dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, cruets, trays not made of precious metal, platters not made of precious metal, platters not made of precious metal, bread baskets, ice buckets, wine buckets, plate warmers, caddies for serving condiments, serving ware for serving food, beverage glassware and stemware; flatware, namely, knives, forks and spoons | U.S. Federal | 3,719,181 | 12/01/09 | Post registration office action issued relating to maintenance filing; response deadline 5/30/16 |
| OCEANA | Fortessa Tableware Solutions, LLC | Dinnerware, namely, plates, cups, saucers, bowls, serving bowls, serving platters, serving trays not of precious metal, dipping dishes and trays, butter dishes, gravy boats, sugar bowls, creamer pitchers, tea pots not of precious metal, coffee pots not of precious metal, ramekins, and compote dishes | U.S. Federal | 3,090,308 | 05/09/06 | Registered Section 8 and 15 affidavit acknowledged and accepted 5/16/12 Next renewal: 5/9/16 |
| SRS | Sterling Restaurant Supply, LLC | (INT. CL. 8) flatware (INT. CL. 21) dinnerware, namely, plates, bowls, cups, saucers, mugs, pitchers, decanters, creamers, sugar bowls, compote | U.S. Federal | 4,593,525 | 8/26/14 | Registered Next maintenance deadline: 8/26/20 |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|-----------|------------|----------------------------|--------------|------------------------|-------------------|---------------|
| | | dishes, butter dishes, | | Admost | | |
| | | ramekins, bouillon cups, | | | | |
| | | gravy boats, bread | | | | |
| | | baskets, salt and pepper | | | | |
| | | shakers, cruets, and | | | | |
| | | caddies for serving | | | | |
| | | condiments; teapots not | | | | |
| | | made of precious metal; | | | | |
| | | coffee pots not made of | | | | |
| | | precious metal; trays not | | | | |
| | | made of precious metal; | | | | |
| | | platters not made of | | | | |
| | | precious metal; ice | | | | |
| | | buckets and wine | | | | |
| | | buckets; servingware for | | | | |
| | | serving food and drinks; | | | | |
| | | beverage glassware and | | | | |
| | | stemware; cookware | | | | |
| | | (INT. CL. 35) retail store | | | | |
| | | services and online retail | | | | |
| | | store services featuring | | | | |
| | | flatware, dinnerware, | | | | |
| | | beverage glassware and | | | | |
| | | stemware, cookware, | | | | |
| | | servingware for serving | | | | |
| | | food and drinks, and | | | | |
| | | housewares | | | | |
| SUPERWHIT | Fortessa | Dinnerware, namely, | U.S. Federal | 3,603,699 | 04/07/09 | Registered |
| E | Tableware | plates, bowls, cups, | | | | |
| | Solutions, | saucers, mugs, pitchers, | | | | Section 8 and |
| | LLC | decanters, creamers, | | | | 15 affidavit |
| | | sugar bowls, teapots not | | | | acknowledged |
| | | made of precious metal, | | | | and accepted |
| | | coffee pots not made of | | | | 7/29/14 |
| | | precious metal, gravy | | | | |
| | | boats, butter dishes, salt | | | | Next renewal: |
| | | and pepper shakers, | | | | 4/7/19 |
| | | ramekins, bouillon cups, | | | | |
| | | compote dishes, trays not | | | | |
| | | made of precious metal, | | | | |
| | | platters not made of | | | | |
| | | precious metal | | | | |
| TECHNOCER | Fortessa | Plates, bowls, cups, | U.S. Federal | 3,693,262 | 10/06/09 | Registered |
| AM | Tableware | saucers, mugs, pitchers, | | | | |
| | Solutions, | creamers, sugar bowls, | | | | Section 8 and |
| | LLC | teapots not made of | | | | 15 affidavit |
| | | precious metal, coffee | | | | acknowledged |
| | | pots not made of precious | | | | and accepted |
| | | metal, gravy boats, butter | | | | 10/19/15 |

| Mark | Owner | Goods and Services | Jurisdiction | Registration Number | Registration Date | Status |
|-----------------|----------------|---|--------------|------------------------|-------------------|--|
| | | dishes, salt and pepper shakers, ramekins, bouillon cups, compote dishes, serving spoons and spoon rests, serving trays not made of precious metal, and platters not made of precious metal | | | | Next renewal: 10/6/19 |
| TECHNOCER AM | Fortessa, Inc. | Household or kitchen utensils and containers not of precious metal (not belong to other classes) Glass dishes (not belong to other classes) Porcelains and earthenwares (except for tea sets and liqueur sets) Tea services, liqueur sets coffee sets and good for drinking water not of precious metal | China | 7167341 | 7/14/10 | Registered Next renewal deadline: 7/14/20 |
| VITRALUXE | Fortessa, Inc. | Dinnerware, namely, plates, bowls, cups, saucers, mugs, creamers, bouillon cups, teapots, spoons, serving spoons, spoon rests, platters, and trays not of precious metal | U.S. Federal | 3,247,130 | 05/29/07 | Registered Section 8 & 15 affidavit acknowledged and accepted 1/28/13 Next renewal deadline: 5/29/17 |
| VITRALUXE | Fortessa, Inc. | Household or kitchen utensils and containers not of precious metal | China | 7167340 | 11/14/10 | Registered Next renewal deadline: 11/14/20 |

TRADEMARK APPLICATIONS

| Mark | Owner | Jurisdiction | Application No. | Status |
|-------------------------------|--------------------------|--------------|-----------------|--------------|
| CLOUD TERRE | Cloud Terre Studios, LLC | U.S. Federal | 87/066330 | Filed 6/9/16 |
| CLOUD TERRE (stylized) | Cloud Terre Studios, LLC | U.S. Federal | 87/066341 | Filed 6/9/16 |
| CLOUD TERRE STUDIO | Cloud Terre Studios, LLC | U.S. Federal | 87/066357 | Filed 6/9/16 |
| CLOUD TERRE STUDIO (stylized) | Cloud Terre Studios, LLC | U.S. Federal | 87/066366 | Filed 6/9/16 |
| CLOUD TERRE STUDIO a Fortessa | Cloud Terre Studios, LLC | U.S. Federal | 87/066375 | Filed 6/9/16 |
| Tableware Solutions Company | | | | |
| (stylized) | | | | |

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RECORDED: 07/12/2016