

05-30-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼



101733832

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oneida, Ltd.

S. 23.01

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 27, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Internal

Address: _____

Street Address: 500 Plum Street, 7th Floor

City: Syracuse State: NY Zip: 13204

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York State Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/168354
 75/426201
 76/229981

B. Trademark Registration No.(s) 1079716
 1042143
 645392
 987772

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael P. Williams

Internal Address: _____

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: _____

202

7. Total fee (37 CFR 3.41).....\$ 5,090.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1546

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael P. Williams

Name of Person Signing

Signature

May 18, 2001

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002298 FRAME: 0778

Attachment of additional numbers (Item/Box 4)

Application Numbers

76/229980
76/229979
75/484602
75/764550
75/495194
76/000290
82240443

Application Number not yet issued

Mark: ONEIDA

Date of Application: March 7, 2001

Applicant: Oneida Ltd.
163-181 Kenwood Avenue
Oneida, NY 13421

International Class: 24

Goods: Household Linens

Date of First Use: April 15, 1999

Registration Numbers

1072554
2195522
744744
512066
1841878
857895
876499
519569
846242
764277
870470
959353
897794
785546
791764
854603
918896

Attachment of additional numbers (Item/Box 4)

1706604
669893
876498
509833
927746
646815
134050
712476
337956
837891
1725476
542855
1290736
1391540
849379
889693
876013
984215
1362989
787771
2197860
247949
796375
2266744
512068
274966
685541
763920
876507
785941
799089
857896
436275
436276
977690
1354120
2036837
723832
1362990
646810
2078235
849007
298838
783158

678369.01 05/14/2001

TRADEMARK
REEL: 002298 FRAME: 0780

Attachment of additional numbers (Item/Box 4)

518836
894079
1362987
2075123
963489
506560
854095
1362988
844559
645401
899170
900228
884999
2259243
758812
964131
899171
1665673
1149289
833190
280604
1989764
2259241
535418
1138247
2031987
631695
682551
850953
851740
983899
1177324
1200995
2263002
2230913
2229087
2299604
2425852
2141599
2095127
2146917
870429
185759

Attachment of additional numbers (Item/Box 4)

188650
818237
818253
1002638
951305
538350
1065754
2277051
439623
635891
876503
741968
2435750
960363
953095
960364
2032112
631265
876501
2259242
721277
755945
537996
876500
97079
805167
805119
844991
787772
2197859
1940857
1141536
2386731
803412
836656
439625
847602
1968249
2355306
528493
744743
759604
879889

Attachment of additional numbers (Item/Box 4)

2409298
2049760
874194
2079791
2195521
1158866
2195520
960365
916923
733765
1307082
1273448
850218
875082
857866
1148713
1181156
1496810
1177304
1600927
1195230
1216751
1208446
1138785
1141341
1866396
1199590
1243683
1139504
1289079
1380491
1374809
2230713
2063113
2104884
2136644
2094574
2331554
2094572
2077269
2258627

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2001, is made by ONEIDA LTD., a New York corporation (the "Borrower"), THC SYSTEMS, INC., a New York corporation and a wholly-owned subsidiary of the Borrower ("THC"), and the other subsidiaries of the Borrower which are signatories hereto (THC and each such subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") in favor of THE CHASE MANHATTAN BANK, as collateral agent (in such capacity, the "Collateral Agent") for the parties (the "Secured Parties") to the Collateral Agent Agreement referred to below.

R E C I T A L S

A. The Secured Parties have made or agreed to make certain loans, credit facilities or financial accommodations to, or issue letters of credit for the benefit of, the Borrower and its subsidiaries.

B. As a condition to waiving certain defaults of the Borrower for the fiscal year ended January 27, 2001, the Borrower has agreed to cause the Grantors to grant to the Secured Parties a security interest in substantially all of their tangible and intangible assets, including intellectual property assets.

C. The Secured Parties and The Chase Manhattan Bank are entering into a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as may be modified, amended, supplemented or replaced, the "Collateral Agent Agreement") to appoint The Chase Manhattan Bank as the Collateral Agent and to establish their relative rights to the collateral granted by the Grantors.

D. Pursuant to a Security Agreement dated as of the date hereof (as modified, amended, supplemented or replaced the "Security Agreement"; capitalized terms used herein without definition have the meanings given to them, in the Security Agreement) the Grantors have granted, pledged, hypothecated and transferred to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and Trademark Licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks, and all products and proceeds thereof, including without limitation, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the goodwill associated therewith, to secure the Obligations as defined therein; and

E. The Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties in order to perfect and more grant to the Collateral Agent a security interest in Grantors' Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks, including, without limitation, all registered Trademarks referred to in Schedule 1 hereto, and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, in the assets of the Grantors as set forth in the Security Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of the Collateral Agent, with respect to the security interest in the Trademarks and the Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

ONEIDA LTD.

By: Gregg Denny
Name: Gregg R. Denny
Title: Chief Financial Officer

BUFFALO CHINA, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

THC SYSTEMS, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

ENCORE PROMOTIONS, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

DELCO INTERNATIONAL, LTD.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

SAKURA, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

SCHEDULE 1
TRADEMARKS

[See Attached]

**SCHEDULE I
U.S. TRADEMARK REGISTRATIONS**

ONEIDA LTD.

| Act I | 8 | 1079716 | 12/20/77 |
|-------------------|------|-----------|----------|
| Achievement | 8 | 1042143 | 06/29/76 |
| Affection | 8,14 | 645392 | 05/14/77 |
| American Colonial | 8 | 987772 | 07/09/74 |
| Applique | 8 | 1072554 | 09/06/77 |
| Aquarius | 8 | 76/168354 | Pend. |
| Aquarius | 8 | 2195522 | 07/21/98 |
| Arbor Rose | 8 | 744744 | 02/05/63 |
| Ashley | 8 | 512066 | 07/12/49 |
| Athena | 21 | 1841878 | 06/28/94 |
| Ballad | 8 | 857895 | 10/01/68 |
| Barbara | 8 | 876499 | 09/09/69 |
| Baronet | 8 | 519569 | 01/10/50 |
| Baroque Rose | 14 | 846242 | 03/19/68 |
| Belle Rose | 8 | 764277 | 02/04/64 |
| Bennington | 8,14 | 870470 | 06/03/69 |
| Botticelli | 8 | 959,353 | 05/22/73 |
| Bridal Wreath | 8 | 897794 | 09/01/70 |
| Cabinware | 21 | 75/426201 | Allowed |
| Cantata | 8 | 785546 | 02/23/65 |
| Carolina | 8 | 791764 | 06/29/65 |
| Casa Grande | 8 | 854603 | 08/13/68 |
| Castle Court | 8 | 918896 | 08/24/71 |
| Castle Court | 14 | 1706604 | 08/11/92 |
| Chalice | 8 | 669893 | 11/18/58 |
| Chateau | 8 | 876498 | 09/09/69 |
| Chaumont | 8 | 509833 | 05/17/49 |
| Cobblestone | 8 | 927746 | 01/25/72 |
| Colebrook | 8 | 646815 | 06/11/57 |
| Community | 8 | 134050 | 08/10/20 |
| Community | 8 | 712476 | 03/14/61 |
| Coronation | 8 | 337956 | 08/20/05 |
| Countryside | 8 | 837891 | 10/31/67 |
| Damask Rose | 14 | 1725476 | 10/20/92 |
| Damask Rose | 8 | 542855 | 05/29/51 |
| Delco | 8 | 76/229981 | Pend. |

680272.01 05/14/2001

**TRADEMARK
REEL: 002298 FRAME: 0788**

| | | | |
|----------------|-------|-----------|----------|
| Delco | 21 | 76/229980 | Pend. |
| Delco | 21 | 76/229979 | Pend. |
| DJ | 8 | 1290736 | 08/21/84 |
| DJ in Circle | 14 | 1391540 | 04/29/86 |
| Dover | 8 | 849379 | 05/21/68 |
| Dover | 8 | 889693 | 04/21/70 |
| Duchess | 8 | 876013 | 09/02/69 |
| Du Maurier | 14 | 984215 | 05/14/74 |
| Duraglaze | 21 | 75/484602 | Allowed |
| Easton | 8 | 1362989 | 10/01/85 |
| Ebbtide | 8 | 787771 | 04/06/65 |
| Eden | 8 | 2,197,860 | 10/20/98 |
| Enchantment | 8,14 | 247949 | 10/09/28 |
| Envoy | 14 | 796375 | 09/21/65 |
| Etage | 8 | 2,266,744 | 08/03/99 |
| Eton | 8 | 512068 | 07/12/49 |
| Flight | 8 | 274966 | 09/09/30 |
| Flirtation | 8 | 685541 | 09/22/59 |
| Flowertime | 14 | 763920 | 01/28/64 |
| Forever | 8 | 876507 | 09/09/69 |
| Frostfire | 8 | 785941 | 03/02/65 |
| Glen Cove | 8 | 799089 | 11/23/65 |
| Grandeur | 8 | 857896 | 10/01/68 |
| Harmony | 8 | 436275 | 05/31/48 |
| Heiress | 8 | 436276 | 05/31/48 |
| Heirloom | 8 | 977690 | 01/29/74 |
| Heirloom | 21 | 1354120 | 08/13/85 |
| Heirloom | 8 | 2036837 | 02/11/97 |
| Heirloom | 14 | 82240443 | Pend. |
| Hillcrest | 8 | 723832 | 11/14/61 |
| Juilliard | 8 | 1362990 | 10/01/85 |
| Jefferson | 8 | 646810 | 06/11/57 |
| Jewelstone | 21 | 2078235 | 07/15/97 |
| Kenwood | 8 | 849007 | 05/14/68 |
| Lady Hamilton | 8, 14 | 298838 | 11/08/32 |
| Lasting Rose | 8 | 783158 | 01/12/65 |
| Lasting Spring | 8 | 518836 | 12/13/49 |
| Louisiana | 8 | 894079 | 07/07/70 |
| LTD | 8 | 1362987 | 10/01/85 |
| Majesticware | 21 | 2075123 | 07/01/97 |
| Malibu | 8 | 963489 | 07/10/73 |
| Mansion House | 8 | 506560 | 02/08/49 |
| Mansion Park | 8 | 854095 | 08/06/68 |
| Marquette | 8 | 1362988 | 10/01/85 |

| | | | |
|--------------------------|---------|-----------|----------|
| Martinique | 14 | 844559 | 02/20/68 |
| Maybrook | 8,14 | 645401 | 05/14/57 |
| Melissa | 8 | 899170 | 09/22/70 |
| Michelangelo | 8 | 900228 | 10/06/70 |
| Michelangelo | 8 | 884999 | 01/27/70 |
| Midnight | 8 | 2,259,243 | 07/06/99 |
| Midsummer | 8 | 758812 | 10/22/63 |
| Modern Antique | 8 | 964131 | 07/17/73 |
| Monte Carlo | 8 | 899171 | 09/22/70 |
| New Domain | 8,14,21 | 1665673 | 11/26/91 |
| Niagara | 8 | 1149289 | 03/24/81 |
| Nobility | | 833190 | 08/08/67 |
| Noblesse | 8,14 | 280604 | 02/24/31 |
| Northland | 8 | 1989764 | 07/30/96 |
| Obelus | 8 | 2,259,241 | 07/06/99 |
| Old South | 8 | 535418 | 12/26/50 |
| Omni | 8 | 1138247 | 07/29/80 |
| Oneida | 8,14 | 2031987 | 01/21/97 |
| Oneida | 8 | 631695 | 07/31/56 |
| Oneida | 14 | 682551 | 07/28/59 |
| Oneida | 8 | 850953 | 06/18/68 |
| Oneida | 21 | 851740 | 07/02/68 |
| Oneida | 21 | 983899 | 05/14/74 |
| Oneida | 21 | 1177324 | 11/10/81 |
| Oneida | 14 | 1200995 | 07/13/82 |
| Oneida | 21 | 2,263,002 | 07/20/99 |
| Oneida | 35 | 2230913 | 03/09/99 |
| Oneida Factory Store | 35 | 2229087 | 03/02/99 |
| Oneida | 8, 9,21 | 2299604 | 12/14/99 |
| Oneida | 42 | 75/764550 | Allowed |
| Oneida | 35 | 2425852 | 11/16/99 |
| Oneida | 21 | 2141599 | 03/03/98 |
| Oneida | 3 | 2095127 | 09/09/97 |
| Oneida | 7 | 2146917 | 03/31/98 |
| Oneida | 28 | 75/495194 | Pend. |
| Oneida.com | 35&42 | 76/000290 | Pend. |
| Oneidacraft | 8 | 870429 | 06/03/69 |
| Oneida Community | 14 | 185759 | 06/24/24 |
| Oneida Community | 8 | 188650 | 09/02/24 |
| Oneida Cube | 8 | 818237 | 11/08/66 |
| Oneida Cube | 8 | 818253 | 11/08/66 |
| Oneida Cube Logo | 8 | 1002638 | 01/28/75 |
| Oneida Profile Stainless | 8 | 951305 | 01/23/73 |
| OCL & Design | 14 | 538350 | 02/20/51 |

680272.01 05/14/2001

TRADEMARK
REEL: 002298 FRAME: 0790

| | | | |
|---------------------------------------|--------|-----------|----------|
| OL Oneida & Design | 14 | 1065754 | 05/17/77 |
| Palette | 8 | 2,277,051 | 09/14/99 |
| Park Lane | 8 | 439623 | 07/06/48 |
| Peer | 8 | 635891 | 10/16/56 |
| Pendant | 8 | 876503 | 09/09/69 |
| Polonaise | 8 | 741968 | 12/11/62 |
| Port of Call | 21 | 2435750 | 03/13/01 |
| Portofino | 8 | 960363 | 06/05/73 |
| Post Road | 8 | 953095 | 02/13/73 |
| President | 8 | 960364 | 06/05/73 |
| Profile | 8 | 2032112 | 02/20/96 |
| Profile | 8 | 631265 | 07/24/56 |
| Proposal | 8 | 876501 | 09/09/69 |
| Radius | 8 | 2,259,242 | 07/06/99 |
| Simeon L. & Geo. H. Rogers Company | 8 | 721277 | 09/12/61 |
| 1881 Rogers Stainless | 8 | 755945 | 09/03/63 |
| Simeon L. & Geo. H. Rogers Company | 8,14 | 537996 | 02/20/51 |
| Rio | 8 | 876500 | 09/09/69 |
| 1881 R Rogers R | 8,14 | 97079 | 05/19/14 |
| Wm. A. Rogers | 14 | 805167 | 03/08/66 |
| Wm. A. Rogers | 8 | 805119 | 03/08/66 |
| Royal Provincial | 14 | 844991 | 02/27/68 |
| Royal York | 8 | 787772 | 04/06/65 |
| Rushmore | 8 | 2197859 | 10/20/98 |
| Sakura | 21 | 1940857 | 12/12/95 |
| Samantha | 8 | 1141536 | 11/18/80 |
| Sant'Andrea | 8 & 21 | 2386731 | 09/19/00 |
| Satin Beauty | 14 | 803412 | 02/08/66 |
| Satinique | 8 | 836656 | 10/10/67 |
| Seneca | 8 | 439625 | 07/06/48 |
| Silver Artistry | 8 | 847602 | 04/16/68 |
| Southern Garden | 21 | 1968249 | 04/16/96 |
| SP | 21 | 2355306 | 06/06/00 |
| Stanton Hall | 8 | 528493 | 08/01/50 |
| Stardom | 21 | 744743 | 02/05/63 |
| Sutton Place | 21 | 759604 | 11/05/63 |
| Sweet Briar | 8 | 879889 | 11/04/69 |
| Tabletrendz | 21 | 2409298 | 11/28/00 |
| The Art of Dining | 21 | 2049760 | 04/01/97 |
| Thor | 8 | 874194 | 08/05/69 |
| Ultra Porcelain | 21 | 2079791 | 07/15/97 |
| Unity | 8 | 2195521 | 10/13/98 |

| | | | |
|---------------------|----|---------|----------|
| Valerie | 8 | 1158866 | 06/30/81 |
| Vectra | 8 | 2195520 | 10/13/98 |
| Vegas | 8 | 960365 | 06/05/73 |
| Venetian Scroll | 8 | 916923 | 07/20/71 |
| Vivant | 8 | 733765 | 07/03/62 |
| Webster Wilcox | 21 | 1307082 | 11/27/84 |
| Webster Wilcox | 14 | 1273448 | 04/10/84 |
| Will 'O' Wisp | 8 | 850218 | 06/04/68 |
| Will 'O' Wisp | 8 | 875082 | 08/19/69 |
| Woodmere | 8 | 857866 | 10/01/68 |
| Yankee Clipper | 8 | 1148713 | 03/24/81 |
| Blue Ridge | 21 | 1181156 | 12/08/81 |
| Crown Rego & Design | 21 | 1496810 | 07/19/88 |
| Dunes | 21 | 1177304 | 11/10/81 |
| Eriva | 21 | 1600927 | 06/12/90 |
| Good as Gold | 21 | 1195230 | 05/11/82 |
| Hickory | 21 | 1216751 | 01/16/82 |
| Nottingham | 21 | 1208446 | 09/14/82 |
| Rego | 21 | 1138785 | 08/19/80 |
| Rego & Design | 21 | 1141341 | 11/11/80 |
| RR Royale Rego | 21 | 1866396 | 12/06/94 |
| Sage | 21 | 1199590 | 06/29/82 |
| Santa Cruz | 21 | 1243683 | 06/28/83 |
| THC & Design | 21 | 1139504 | 09/09/80 |
| True Gold | 21 | 1289079 | 08/07/84 |

Pending...PTO number not yet issued

| | | | |
|--------|----|-------|-------|
| Oneida | 24 | Pend. | Pend. |
|--------|----|-------|-------|

Type: Application based on use
 Mark: ONEIDA
 Applicant: Oneida Ltd.
 163-181 Kenwood Avenue
 Oneida, NY 13421
 Int'l Class: 24
 Goods: Household Linens
 Date of First Use: April 15, 1999
 Date of Application: March 7, 2001

SCHEDULE I...continued
U.S. TRADEMARK REGISTRATIONS

BUFFALO CHINA, INC.

| | | | |
|--------------------------|----|---------|----------|
| | | | |
| CHINA and Buffalo Design | 21 | 1380491 | 01/28/86 |
| BUFFALO CHINA | 21 | 1374809 | 12/10/85 |

680272.01 05/14/2001

TRADEMARK
REEL: 002298 FRAME: 0793

SCHEDULE I...continued
U.S. TRADEMARK REGISTRATIONS

DELCO INTERNATIONAL, LTD

| TRADEMARK | CLASS | REG. NO. | REG. DATE |
|------------------|--------------|-----------------|------------------|
| | | | |
| ABCO | 8, 21 | 2230713 | 03/09/99 |
| ATLANTIC CHINA | 21 | 2063113 | 05/20/97 |
| BELMORE | 8 | 2104884 | 10/14/97 |
| CERAMICOR | 21 | 2136644 | 02/17/98 |
| DELTA | 8 | 2094574 | 09/09/97 |
| LAGUNA | 8 | 2331554 | 03/21/00 |
| LEXINGTON | 8 | 2094572 | 09/09/97 |
| MELINDA | 8 | 2077269 | 07/08/97 |
| WINTER-T | 8 | 2258627 | 07/06/99 |

680272.01 05/14/2001

RECORDED: 05/23/2001

TRADEMARK
REEL: 002298 FRAME: 0794