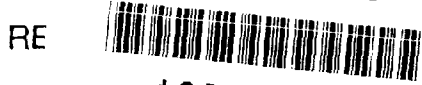


02-06-2003

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



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

Tab settings

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

1. Name of conveying party(ies): 2-6-03 Columbian Home Products, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank
Internal Address:
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other Illinois banking corporation
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other Trademark Collateral Agreement
Execution Date: Februarv 3. 2003

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
See Schedule A-1 attached hereto

B. Trademark Registration No.(s)
See Schedule A-1 attached hereto
Additional numbers attached? [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
RETURN TO:
Name: FEDERAL RESEARCH CORP
Internal Address: 1230 15th STREET NW
SUITE 920
WASHINGTON DC 20005
Street Address:
City: State: ZIP:

6. Total number of applications and registrations involved: 22
7. Total fee (37 CFR 3.41): \$ 565.00
[ ] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:
(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.

Elizabeth A. Szklarz Name of Person Signing
Elizabeth A. Szklarz Signature
2/4/03 Date

Total number of pages including cover sheet, attachments, and document: 8

02/07/2003 6TDW11 00000056 2018287 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231
01 FC 8521 1397102
02 FC 8522 40.00 DP 525.00 DP

TRADEMARK REEL: 002665 FRAME: 0490

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

	MARK	REGISTRATION DATE AND NUMBER
1.	GRANITE WARE AND DESIGN	Registered 11/19/96 Reg. #2,018,287
2.	GRANITE WARE U.S.A. & DESIGN	Registered 8/20/00 Reg. #2,380,105
3.	COLUMBIAN TRADEMARK & DESIGN	Registered 10/30/01 Reg. #2,502,451
4.	PEKING PAN, WORD MARK	Registered 6/5/90 Reg. #1,599,652
5.	UNLIMITED SCISSORS, WORD MARK	Registered 10/30/90 Reg. # 1,619,474
6.	CHINA VILLAGE & DESIGN (4 FIGURES, NAME OVER)	Registered 2/9/93 Reg. #1,751,320
7.	CHINA VILLAGE & DESIGN (4 FIGURES, NAME UNDER)	Registered 3/9/93 Reg. # 1,756,479
8.	MEXICAN FIESTA & DESIGN	Registered 3/5/96 Reg. #1,959,572
9.	PROVENCE COUNTRY & DESIGN	Registered 1/28/97 Reg. # 2,033,718
10.	THE BOARD OF HEALTH & DESIGN	Registered 6/17/97 Reg. # 2,071,959

11.	JOYCE CHEN & DESIGN (VERTICAL)	Registered 7/15/97 Reg. # 2,079,162
12.	JOYCE CHEN & DESIGN (HORIZONTAL)	Registered 3/24/98 Reg. # 2,145,771.
13.	HEALTHY TRADITIONS, WORD MARK	Registered 3/2/99 Reg. # 2,228,666
14.	SPOT'N CHOP, WORD MARK	Registered 10/12/99 Reg. #2,285,081
15.	CHINA VILLAGE & DESIGN (4 FIGURE)	Registered 2/27/01 Reg. # 2,431,517
16.	ASIA BY JOYCE CHEN, WORD MARK	Registered 2/27/01 Reg. # 2,431,519
17.	ASIA BY JOYCE CHEN, WORD MARK	Registered 3/6/01 Reg. # 2,433,983
18.	JOYCE CHEN & DESIGN (HORIZONTAL)	Registered 3/20/01 Reg. # 2,436,933
19.	JOYCE CHEN & DESIGN (VERTICAL)	Registered 3/20/01 Reg. # 2,436,937
20.	FRENCH PANTRY, WORD MARK	Registered 5/21/02 Reg. # 2,571,844

**PENDING FEDERAL TRADEMARK APPLICATIONS**

	MARK	STATUS
1.	COLUMBIAN SINCE 1896 & DESIGN (NEW LOGO)	Filed 8/12/02 Serial No. 76/439353
2.	JOYCE CHEN FOR THE GARDEN, WORD MARK	Filed 12/20/01 Serial No. 78/099390

## TRADEMARK COLLATERAL AGREEMENT

This 3rd day of February 2003, COLUMBIAN HOME PRODUCTS, LLC, an Illinois limited liability company ("*Debtor*"), with its principal place of business and mailing address at 1600 Beech Street, Terre Haute, Indiana 47804, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

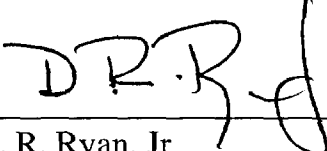
to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

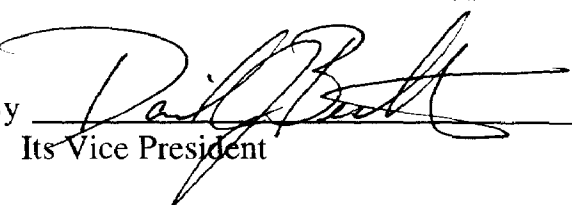
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLUMBIAN HOME PRODUCTS, LLC

By  \_\_\_\_\_  
D. R. Ryan, Jr.  
Its Manager

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK

By  \_\_\_\_\_  
Its Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Lilly Robertson a Notary Public in and for said County, in the State aforesaid, do hereby certify that D. R. Ryan, Jr., the Manager of Columbian Home Products, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of February, 2003.



Lilly Robertson  
Notary Public

My Commission Expires:

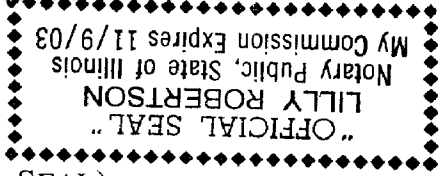
Lilly Robertson  
(Type or Print Name)

11-9-2003

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Lilly Robertson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Bechstein, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of February, 2003.



(NOTARIAL SEAL)

Lilly Robertson  
Notary Public

My Commission Expires:

Lilly Robertson  
(Type or Print Name)

11-9-2003

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE