

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meyer Marketing Corporation Limited		12/01/2001	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA	
Name:	Meyer Intellectual Properties Limited
Street Address:	382 Kwun Tong Road
City:	Kowloon, Hong Kong
State/Country:	CHINA
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2594540	VINTAGE
Registration Number:	2585607	KITCHEN EASE
Serial Number:	75416578	VINTAGE
Serial Number:	75416575	KITCHEN EASE
Serial Number:	72024524	PRESTIGE

CORRESPONDENCE DATA	
Fax Number:	(707)551-2951
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	707-551-2876
Email:	margretd@meyer.com
Correspondent Name:	Dean Krause
Address Line 1:	One Meyer Plaza
Address Line 4:	Vallejo, CALIFORNIA 94590

DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	

OP \$140.00 2594540

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Margret Horn

Total Attachments: 6

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Agreement for the Purchase and Sale of Intangible Rights

This agreement for the purchase and sale of intangible rights ("Agreement") is made as of December 1, 2001 ("Effective Date"), between Meyer Marketing Company Limited, a British Virgin Islands company ("Seller"), and Meyer Intellectual Properties Limited, a British Virgin Islands company ("Buyer").

Recitals

- A. Seller owns the contractual rights listed on Exhibit A ("Rights").
- B. Seller owns the registered trademarks listed on Exhibit B ("Marks").
- C. Seller wishes to sell the Marks to Buyer, and Buyer wishes to buy the Marks from Seller.
- D. Seller wishes to sell the Rights to Buyer, and Buyer wishes to buy the Rights from Seller. Moreover, Buyer wishes to undertake all of Seller's obligations under the contracts listed on Exhibit A ("Contracts"), from the Effective Date forward.

Now therefore, for valuable consideration in the form of a purchase price, which is hereby acknowledged by Seller as adequate, the parties agree as follows.

Agreed

1. Sale. Subject to the terms and limitations described in this Agreement, Seller hereby sells to Buyer, and Buyer hereby buys from Seller, all of Seller's right, title and interest to the Rights and the Marks, along with all designs incorporated therein and all goodwill of Seller pertaining to the Rights and the Marks. After the Effective Date, Seller will no longer use the Rights or the Marks.
2. Representations and Warranties. Seller represents and warrants to Buyer that, as of the Effective Date and to Seller's best knowledge:
 - a. each of the Contracts is in force;
 - b. Seller has not committed any material default under any Contract;
 - c. the other party to any Contract has not committed any material default which has not been cured;
 - d. none of the Rights is subject to any offset by the other party to any Contract, except as set forth in that Contract;
 - e. Seller is the sole owner of the Rights and the Marks;
 - f. Seller has full authority to enter into this Agreement, and to sell the Rights and the Marks to Buyer pursuant to the terms hereof,
 - (i) but transfer of the Marks is subject to the local trademark transfer law requirements in each country in which a Mark is registered;

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of Intangible Rights**

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- (ii) and transfer of the Contract listed as (g) on Exhibit A is subject to the consent of M & I C Distributors Ltd., a South African corporation;
 - g. Seller has entered into no agreement with any third party to convey the Rights or any Mark; and
 - h. no judgment, lien, or proceeding is pending or threatened against Seller which would interfere with its ability to convey the Rights and the Marks under this Agreement.
3. No Further Warranties. Seller makes no further representations or warranties concerning the Rights or the Marks. Specifically but without limitation of the foregoing, Seller makes no representation with regard to any imperfection in ownership or any use of any Mark by third parties. Seller discloses in this regard that the Mark "Prestige" is subject to pending litigation in the United States.
4. Related Rights. The transfer made pursuant to this Agreement does not include any rights to use of the mark "Farberware" in conjunction with bakeware in the United States, which rights are owned by an affiliate of Seller.
5. Consents and Further Acts. The parties acknowledge that the registration for each Mark listed on Exhibit B must be transferred according to the local laws of each nation in which the Marks are registered. The parties will reasonably cooperate with one another in this regard in order to effect an orderly and prompt transfer. Similarly, to the extent any Contract requires consent for its assignment by the other party to the Contract, the parties will reasonably cooperate in obtaining that consent. Buyer explicitly assumes all obligations under each Contract which arise after the Effective Date.
6. Nature of Transaction. Buyer and Seller agree that this transaction is a sale and purchase, not a license or a sublicense.
7. Nature of Purchase Price. Buyer and Seller agree that the purchase price which they have agreed to represents the fair market value of the Rights and the Marks, and is not contingent on any future royalty payments from any party.
8. Indemnity. Buyer will indemnify Seller and hold Seller harmless against any claim or cause of action, including reasonable attorneys' fees, arising in connection with the Rights or the Marks after the Effective Date. Seller will indemnify Buyer and hold Buyer harmless against any claim or cause of action, including reasonable attorneys' fees, arising in connection with the Rights or the Marks before the Effective Date.
9. Arbitration. Any dispute arising out of or in connection with this Agreement will be settled by binding arbitration under the rules of the International Chamber of

TRADEMARK

REEL: 002763 FRAME: 0608

Commerce, in London, U.K..

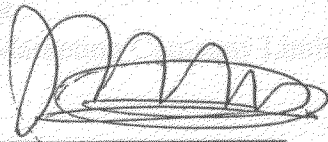
10. Attorneys' Fees. Should any litigation or arbitration arise as a result of the interpretation, breach or existence of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees, in addition to any other remedy.
11. Interpretation. This Agreement will be interpreted under the laws of the State of California, without reference to conflict of laws provisions. Neither this Agreement, nor the application of California law, nor the parties' consent to have causes of action arising under this Agreement decided by the ICC in London, is to be construed to constitute an express or implied consent of either party to the jurisdiction of the United Kingdom, California or the United States, except as required by law and except insofar as the cause of action arises directly from this Agreement.
12. Section Titles. The section titles in this Agreement are for convenience only, and are not to be used in its interpretation.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements on the subject.
14. Severability. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless be binding as between the parties. No modification, termination or waiver of or under this Agreement will be valid unless it is in writing and signed by both Buyer and Seller.
15. Counterparts. This Agreement may be entered into in counterparts, all of which together will constitute one and the same instrument.

The parties have signed this Agreement as of the Effective Date.

SELLER
Meyer Marketing Company Limited

BUYER
Meyer Intellectual Properties Limited

By:



Lo Kai Chiu, Director

By:

Wong Chi King, Director

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Commerce, in London, U.K..

10. Attorneys' Fees. Should any litigation or arbitration arise as a result of the interpretation, breach or existence of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees, in addition to any other remedy.
11. Interpretation. This Agreement will be interpreted under the laws of the State of California, without reference to conflict of laws provisions. Neither this Agreement, nor the application of California law, nor the parties' consent to have causes of action arising under this Agreement decided by the ICC in London, is to be construed to constitute an express or implied consent of either party to the jurisdiction of the United Kingdom, California or the United States, except as required by law and except insofar as the cause of action arises directly from this Agreement.
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The parties have signed this Agreement as of the Effective Date.

SELLER
Meyer Marketing Company Limited

BUYER
Meyer Intellectual Properties Limited

By: _____
Lo Kai Chiu, Director

By: 
Wong Chi King, Director

Exhibit A
Rights

As used in the Agreement, "Rights" encompasses all of Seller's rights to all licenses and written agreements to which Seller is a party, including without limitation:

- a. a License Agreement dated as of June 27, 1996 among: Seller; Farberware Inc. (formerly known as Far-B Acquisition Corp.), a Delaware corporation; and Syratech corporation, a Delaware corporation;
- b. a License Agreement dated as of September 2, 1999 between Seller and Prestige Italiana SpA, an Italian societa per anzioni;
- c. a License Agreement dated as of September 2, 1999 between Seller and Prestige Haushaltswaren GmbH, a German limited liability company;
- d. a License Agreement dated as of September 17, 2001 between Seller and TTK Prestige Limited, an Indian company;
- e. a Joint Venture Agreement dated as of December 22, 1998 between Seller's affiliate Zampa Holdings Limited, a Hongkong corporation, and Shanghai Target (Group) Corporation, a PRC municipal corporation;
- f. a letter agreement dated as of October 23, 2001 between Seller and Littlewoods Retail Limited, a U.K. corporation;
- g. a License Agreement dated as of October 28, 1997 between Seller's predecessor in interest Prestige Products Limited, a U.K. corporation, and M & I C Distributors Ltd., a South African corporation; and
- h. the License Agreement dated February 19, 1997 among: Seller's predecessor in interest Prestige Group UK PLC, a U.K. corporation; the Prestige Group PLC, a U.K. corporation; and Susan Margaret Watson, along with all sublicenses thereunder.

Exhibit B
Marks

"Marks", as used in this Agreement, includes all of Seller's intellectual property and all rights in all trademarks, anywhere in the world, including without limitation all rights to the names "Farberware", "Prestige", "Fujimaru", "Namco", "Raco", "Blaze", "Australis 2000", "Freshpac", "Finesse", "Skyline", "Rex", and "Esstele", any variations thereon, logos and goodwill associated therewith. "Marks" includes without limitation the following trademark registrations.

Mark	Country	Date	Number	Status	Class
FUJIMARU	USA	10/01/89	1519722	Registered	21
FUJIMARU	People's Republic of China	20/09/95	767095	Registered	11
FUJIMARU	People's Republic of China	27/09/95	768813	Registered	21
FUJIMARU	People's Republic of China	27/09/95	768814	Registered	21
FUJIMARU/ フヅマル	People's Republic of China	27/09/95	768815	Registered	21
FUJIMARU/ フヅマル	People's Republic of China	20/10/95	784558	Registered	11
FUJIMARU/ フヅマル	Indonesia	01/03/90	258518	Registered	11, 21
FUJIMARU	Japan				
FUJIMARU	South Korea	11/7/89	174652	Registered	14, 21
FUJIMARU	Australia	03/02/88	480712	Registered	21
FUJIMARU	Australia	03/02/88	480713	Registered	11
RACO	Australia	12/10/59	156386	Registered	11
RACO	Australia	12/10/59	156385	Registered	8
RACO	Australia	12/10/59	156388	Registered	21
RACO	Australia	10/9/80	350757	Registered	40
RACO QUALITY KITCHENWARE	Australia	18/11/46	168100	Registered	12
RACO QUALITY KITCHENWARE	Australia	18/11/46	168101	Registered	16
RACO QUALITY KITCHENWARE	Australia	18/11/46	168102	Registered	21
RACO QUALITY KITCHENWARE	Australia	18/11/46	168103	Registered	26
RACO QUALITY KITCHENWARE	Australia	18/11/46	168104	Registered	34