

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
FARBERWARE LICENSING COMPANY, LLC

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

2. Name and address of receiving party(ies)
Name: INDEPENDENCE COMMUNITY BANK CORP.
Internal Address: _____
Street Address: 551 Fifth Avenue, 26th Floor
City: New York State: NY Zip: 10176

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

Execution Date: 4/5/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lanning G. Bryer
 Internal Address: _____

 Street Address: 26 West 61st Street

 City: New York State: NY Zip: 10023

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 12-0425

DO NOT USE THIS SPACE

9. Signature.

Lanning G. Bryer
 Name of Person Signing


 Signature

5/18/04
 Date

Total number of pages including cover sheet, attachments, and document: 15

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

CH \$440.00 120425 76263571

SCHEDULE A**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

COUNTRY	TRADEMARK	APP. NO.	REG. NO.
USA	CHAR-B-Q (Stylized)		613,163
USA	ELECTRIC CHAR-B-QUE and Design		982,893
USA	FARBERWARE		2,099,690
USA	FARBERWARE		601,591
USA	FARBERWARE		806,655
USA	FARBERWARE		804,130
USA	FARBERWARE		1,122,167
USA	FARBERWARE		1,410,374
USA	FARBERWARE		1,447,147
USA	FARBERWARE		2,482,613
USA	FARBERWARE		2,441,407
USA	<i>MILLENNIUM (Stylized)*</i>	76/263,571	
USA	VANGUARD 1000		2,252,535
USA	<i>GLACIER PURE*</i>		2115640
USA	CLASSIC SERIES		2093748
USA	ADVANTAGE		1226680
USA	OPEN HEARTH		754975

* Trademark stands in the name of Farberware Inc.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Intellectual Property Security Agreement"), is made and entered into as of this *5* day of *April, 2004* by and between **FARBERWARE LICENSING COMPANY, LLC**, (the "Grantor"), a Delaware limited liability company, located at 300 First Avenue, Needham, Massachusetts 02494 (the "Grantor") and **INDEPENDENCE COMMUNITY BANK CORP.** a corporation organized and existing under the laws of Delaware, located at 551 Fifth Avenue, 26th Floor, New York, New York 10176 (hereinafter the "Secured Party").

WITNESSETH:

WHEREAS, simultaneously herewith, Secured Party has agreed to lend to Grantor the total sum of \$6,600,000.00 (the "Loan"), pursuant to a Promissory Note between Grantor and Secured Party dated (the "Note");

WHEREAS, the Secured Party wishes to assure itself of the performance of the obligations of the Grantor set forth in the Note; and

WHEREAS, the Grantor wishes to satisfy its obligations under the Note by granting a security interest in all of its Intellectual Property and Intellectual Property License Rights (as both terms are defined herein) and entering into a Pledge and Security Agreement and this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective terms and conditions contained herein and in the Note and the Pledge and Security Agreement between Grantor and Secured Party dated _____, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. DEFINITIONS.

(a) "Intellectual Property" shall mean (i) any and all common law trademark rights, service mark rights, trade dress, trade names, business names, corporate names, company names, fictitious business names, trading styles, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, trademark applications and registrations, owned by Grantor, including, but not limited to, the trademark applications and registrations listed on Schedules A and B attached hereto and made a part hereof, together with the goodwill of the business of Grantor appurtenant to the trademarks, and any trademarks that are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto (the "Trademarks"); (ii) all patents, patent applications, industrial designs, know-how, processes, formulas, inventions and improvements, including but not limited to those granted patents set forth on Schedule C and any other patent rights now owned by Grantor or hereinafter acquired (the "Patents"); (iii) copyrights,

copyrightable material, copyright applications and registrations, including but not limited to those copyright registrations set forth on Schedule D now owned by Grantor or hereinafter adopted or acquired (the "Copyrights"); (iv) all domain names now owned by Grantor, including, but not limited to those domain names set forth on Schedule E and any domain names that are hereinafter adopted or acquired by Grantor (the "Domain Names") and (v) any other intangible or intellectual property rights, including, but not limited to any, software, formulas, trade secrets, and all applications and registrations thereof, including, without limitation, applications and registrations in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office, Domain Name Registrar or agency of the United States, any State thereof, and any foreign country, now owned or hereafter acquired by Grantor.

(b) "Intellectual Property License Rights" shall mean any and all past, present or future rights and interests of the Grantor pursuant to any and all past, present and future licenses to which Grantor is a party, including, but not limited to those license agreements set forth on Schedule F, either as licensor or licensee of any Intellectual Property, and income therefrom including the right in the name of the Grantor to enforce, and sue and recover for, any breach or violation of any such agreement to which any Grantor is a party.

SECTION 2. GRANT OF SECURITY INTEREST. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the Secured Party and its successors and assigns a first priority security interest in and a lien upon all of the Intellectual Property and Intellectual Property License Rights, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located, and to the extent not otherwise included, all royalty, income, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages and payments for past, present, and future infringements of any of the foregoing (hereinafter the "Collateral").

SECTION 3. FURTHER ASSURANCES. Grantor agrees to execute any and all documentation covering the Collateral and shall take such other steps as may be required under the applicable laws of the United States or other foreign jurisdictions as are necessary in order to perfect the security interest of the Secured Party in the Collateral granted hereunder including, without limitation, the execution of any further documents necessary to perfect the security interests in the Collateral, including at the United States Patent and Trademark Office, United States Copyright Office, Offices of the Department of State of any State, County Clerk's Office or any other governmental, administrative and/or Trademark Offices and commercial registries of those jurisdictions where such Collateral subsists or such other jurisdictions as may be determined by Secured Party during the term of this Intellectual Property Security Agreement or until the Note is paid in full.

SECTION 4. OBLIGATIONS SECURED. This Intellectual Property Security Agreement and the security interest created hereby are given for the purpose of securing the payment and performance of the Grantor under the Note.

SECTION 5. LIEN DOCUMENTS: Upon execution of this Agreement and thereafter as Secured Party deems reasonably necessary, Grantor shall execute and/or deliver to Secured Party, or have executed and delivered (all in form and substance satisfactory to Secured Party and its counsel) any agreements, documents, instruments and writings, including, without limitation, intellectual property security agreements or assignment agreements, required by Secured Party to evidence, perfect or protect the Lien and security interests in the Collateral or as Secured Party may reasonably request from time to time.

SECTION 6. OTHER ACTIONS:

(a) Secured Party is hereby authorized to file financing statements and amendments to financing statements without Grantor's signature, in accordance with the Uniform Commercial Code (the "UCC") as adopted by the state(s) in which any Collateral is located. Additionally, Secured Party is authorized to file any documents required for perfecting the security interest in the Collateral at the United States Patent and Trademark Office, United States Copyright Office, and other national Patent or Trademark Office throughout the world where the Collateral subsists as may be required. Grantor hereby authorizes Secured Party to file all such financing statements and amendments to financing statements describing the Collateral in any filing office as Secured Party, in its sole discretion may determine. Grantor agrees to comply with the requests of Secured Party in order for Secured Party to have and maintain a valid and perfected first security interest in the Collateral including, without limitation, executing and causing any other person or entity to execute such documents as Secured Party may require.

(b) Grantor shall take all action that may be necessary, or that Secured Party may request, so as at all times to maintain the validity, perfection, enforceability and priority of Secured Party's security interest in the Collateral and/or to enable Secured Party to protect, exercise or enforce its rights hereunder and in the Collateral. All charges, expenses and reasonable fees Secured Party may incur in doing any of the foregoing, and any local taxes relating thereto, shall be charged to Grantor and added to the Loan, or, at Secured Party's option, shall be paid to Secured Party immediately upon demand.

SECTION 7. POWER OF ATTORNEY: Each of the officers of Secured Party is hereby irrevocably made, constituted and appointed the true and lawful attorney for Grantor (without requiring any of them to act as such) with full power of substitution to execute and/or file in the name of Grantor any financing statements, schedules, assignments, instruments, documents and statements that Grantor is obligated to give Secured Party hereunder or is necessary to perfect (or continue or evidence the perfection of such security interest or Lien) Secured Party's security interest or Lien in the Collateral and to do such other and further acts and deeds in the name of Grantor that Secured Party may reasonably deem necessary or desirable. Secured Party shall have the right to unilaterally modify this Agreement by amending any of the attached Schedules to include any future Intellectual Property rights acquired or adopted by Grantor.

SECTION 8. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) except for the security interest granted to the Secured Party pursuant to this Security Agreement, Grantor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral and Grantor owns such Collateral free and clear of any and all liens or claims of others. No financing statement or other public notice with respect to all or any part of the collateral is on file or of record in any public office, except such as have been filed in favor of the Secured Party pursuant to this Security Agreement;

(b) The Intellectual Property rights set forth on Schedules A-E constitute all of the registered Intellectual Property rights now owned by Grantor;

(c) The Intellectual Property rights set forth on Schedules A-E are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(d) There is no outstanding claim that the use of any of the Intellectual Property rights violates the intellectual property rights of any third person; and

(e) Grantor agrees that the representations and warranties contained in Section 8 of the Pledge and Security Agreement shall be incorporated by reference in this Security Agreement in their entirety as if fully set forth herein with the same effect as if applied to this Intellectual Property Security Agreement.

SECTION 9. NEW INTELLECTUAL PROPERTY RIGHTS. If, before the full satisfaction and performance of the Note by Grantor, the Grantor shall obtain rights to any new Intellectual Property rights, the provisions of Section 2 herein shall automatically apply thereto and Grantor shall give the Secured Party prompt written notice thereof.

SECTION 10. AFFIRMATIVE COVENANTS. Grantor agrees that the covenants contained in Sections 9 of the Pledge and Security Agreement shall be incorporated by reference in this Security Agreement in their entirety as if fully set forth herein with the same effect as if applied to this Intellectual Property Security Agreement.

SECTION 11. NEGATIVE COVENANTS. Grantor agrees that the covenants contained in Sections 10 of the Pledge and Security Agreement shall be incorporated by reference in this Security Agreement in their entirety as if fully set forth herein with the same effect as if applied to this Intellectual Property Security Agreement.

SECTION 12. TERMINATION OF SECURITY INTEREST: In the event (i) the Loan and all obligations of Grantor under the Note and the other Loan Documents (as defined in the Pledge and Security Agreement) are paid in full, (ii) each and every representation, warranty, agreement and covenant of this Intellectual Property Security Agreement and the other Loan Documents are complied with and abided by, and (iii) the Note and the other Loan Documents secured hereunder have matured or been terminated in accordance with their terms, then this Intellectual Property Security Agreement and the security interests hereby created shall cease and be null and void and canceled of record, and any Collateral still existing shall be released by the Secured Party.

SECTION 13. RIGHTS TO COLLATERAL; INTELLECTUAL PROPERTY. So long as there is not an Event of Default under the Note, the Pledge and Security Agreement or this Intellectual Property Security Agreement, the Grantor shall retain possession and have full legal and beneficial ownership of the Collateral.

SECTION 14. CONFLICT: Nothing in this Agreement shall limit or adversely affect the rights of the parties as set forth in the Note and the Pledge and Security Agreement.

SECTION 15. INDEMNITY

(a) Grantor hereby indemnifies and agrees to defend and hold harmless the Secured Party, its officers, employees and agents, from and against any and all claims, demands, liabilities, obligations, judgments, injuries, losses, damages and costs and expenses (including, without limitation, reasonable legal fees) resulting from (i) acts or conduct of Grantor under, pursuant or related to this Agreement and the other Loan Documents, (ii) Grantor's breach or violation of any representation, warranty, covenant or undertaking contained in this Agreement or the other Loan Documents, (iii) Grantor's failure to comply with any or all laws, statutes, ordinances, governmental rules, regulations or standards, whether federal, state or local, or court or administrative orders or decrees, (including without limitation environmental laws, etc.), and (iv) any claim by any other creditor of Grantor against an indemnified party arising out of any transaction whether hereunder or in any way related to the Loan Documents and all costs, expenses, fines, penalties or other damages resulting therefrom (unless determined by a final judgment of a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of any of the indemnified parties).

(b) In case any action shall be brought against the Secured Party, its officers, employees or agents, in respect to which indemnity may be sought against Grantor, the Secured Party or such other party shall promptly notify Grantor and Grantor shall assume the defense thereof, including the employment of counsel selected by Grantor and satisfactory to the Secured Party, the payment of all costs and expenses and the right to negotiate and consent to settlement. The Secured Party shall have the right, at its sole option, to employ separate counsel in any such action and to participate in the defense thereof. Grantor shall not be liable for any settlement of any such action effected without its consent (unless Grantor fails to defend such claim), but if settled with Grantor's consent, or if there be a final judgment for the claimant in any such action, Grantor agrees to indemnify and hold harmless the Secured Party from and against any loss or liability by reason of such settlement or judgment.

SECTION 16. DEFAULT: Grantor agrees that the Events of Default contained in Sections 11 of the Pledge and Security Agreement shall be incorporated by reference in this Intellectual Property Security Agreement in their entirety as if fully set forth herein with the same effect as if applied to this Intellectual Property Security Agreement.

SECTION 17. RIGHTS AND REMEDIES UPON DEFAULT: Grantor agrees that the Rights and Remedies upon Default contained in Sections 12 of the Pledge and Security Agreement shall be incorporated by reference in this Intellectual Property Security Agreement in their entirety as if fully set forth herein with the same effect as if applied to this Intellectual Property Security Agreement.

SECTION 18. RELEASE. As such time as Grantor's obligations under the Note and this Security Agreement and the obligations thereunder have been performed, paid or satisfied in full, Secured Party shall execute and deliver to Grantor all such releases and other instruments necessary to terminate the Secured Party's interest in the Collateral.

SECTION 19. GOVERNING LAW. This agreement and the other loan documents shall be governed by and construed in accordance with the laws of the State of New York and applicable laws of the United States, without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction.

SECTION 20. VENUE. GRANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT OR THE LOAN DOCUMENTS SHALL BE LITIGATED ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK. GRANTOR HEREBY CONSENTS AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW YORK COUNTY.

SECTION 21. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT AND THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GRANTOR, AND GRANTOR ACKNOWLEDGES THAT NEITHER SECURED PARTY NOR ANY PERSON ACTING ON BEHALF OF SECURED PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GRANTOR AND SECURED PARTY ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS TRANSACTION, THAT SECURED PARTY HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT SECURED PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.

SECTION 22. NOTICES. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if telecopied, on the date of transmission if before 3:00 p.m. on a business day, provided that a hard copy of such notice is also sent pursuant to (c) or (d) below; (c) if by overnight courier, on the first business day after delivery to the courier; or (d) if by U.S. Mail, certified or registered mail, return receipt requested on the fourth (4th) day after deposit in the mail postage prepaid.

Notices to Grantor:
Farberware Licensing Company, LLC
300 First Avenue
Needham, Massachusetts 02494

Copy to:
The Interface Group
300 First Avenue
Needham, Massachusetts 02494
Attn: Paul Roberts, Esq.

Notices to Secured Party:
Independence Community Bank Corp.
551 Fifth Avenue, 26th Floor
New York, New York 10176
Attn: Gerald Levine, Sr. Vice President

Copy to:
Kudman Trachten LLP
350 Fifth Avenue, Suite 4400
New York, New York 10118
Attn: Jeffrey H. Schneider, Esq.

SECTION 23. MISCELLANEOUS.

(a) **Entire Agreement.** This Agreement, including the Loan and other agreements referred to herein, embody the entire agreement between the parties hereto, supersedes all prior agreements and understandings between the parties whether written or oral relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between Secured Party and Grantor.

(b) **Waiver.** No omission or delay by Secured Party in exercising any right or power under this Agreement or any related agreements and documents will impair such right or power or be construed to be a waiver of any Default, or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and as to Grantor and Guarantors no waiver will be valid unless in writing and signed by Secured Party and then only to the extent specified.

(c) **Expenses of Secured Party:** From time to time after the execution of the Loan Documents, Grantor will pay upon demand of Secured Party all reasonable costs, fees and expenses of Secured Party in connection with (i) the analysis, negotiation, preparation, execution, administration, delivery, perfection and termination of this Agreement, and other Loan Documents and the documents and instruments referred to herein and therein, and any amendment, amendment and restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, search

costs, the reasonable fees, expenses and disbursements of counsel for Secured Party, and reasonable charges of any expert consultant to Secured Party, and (ii) the enforcement of Secured Party's rights hereunder, or the collection of any payments owing from Grantor under this Agreement and/or the other Loan Documents or the protection, preservation or defense of the rights of Secured Party hereunder and under the other Loan Documents.

(d) **Survival.** All representations, warranties, covenants and agreements made by Grantor herein shall be considered to have been relied upon by Secured Party and shall survive the delivery to Secured Party of the Loan regardless of any investigation made by or on behalf of Secured Party.

(e) **Binding Effect.** Except as otherwise provided herein, this Intellectual Property Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Intellectual Property Security Agreement shall remain in full force and effect unless and until all of the obligations of Grantor have been fully satisfied. The terms and conditions hereof can in no way be limited or amended without Secured Party's written consent.

(f) **Severability.** In the event that any one or more of the clauses contained in this Intellectual Property Security Agreement shall be declared invalid or unenforceable by a final order or judgment of any court or regulatory authority of competent jurisdiction, the Intellectual Property Security Agreement shall be construed to contain a modified version of such clause which reflects the intent of the parties to the maximum which is valid or enforceable. If such modification is not reasonably practicable, then this Intellectual Property Security Agreement shall be construed as if it did not contain such invalid or unenforceable clause and shall, in all other respects remain in full force and effect.

(g) **Signatories.** With respect to corporations, limited liability companies or other business entities entering into this Intellectual Property Security Agreement, each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Agreement on behalf of his or her principal and that he or she executes the Intellectual Property Security Agreement in such capacity.

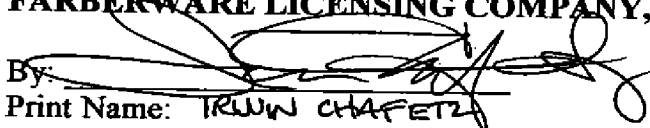
(h) **No Duty.** All attorneys, accountants, appraisers, consultants, custodians and other professional persons retained by Secured Party shall have the right to act exclusively in the interests of Secured Party and shall have no duty of disclosure, duty of loyalty, duty of care or other duty or obligation of any type or nature whatsoever to Grantor or its members or any other person or entity.

(i) **Counterparts.** This Intellectual Property Security Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by Secured Party and delivered to Grantor and one or more counterparts have been signed by Grantor and delivered to Secured Party.

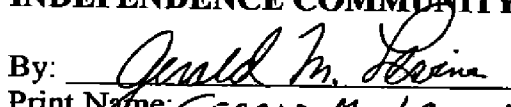
(j) **Headings.** The section headings contained in this Intellectual Property Security Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

FARBERWARE LICENSING COMPANY, LLC

By: 
Print Name: IRWIN CHAFETZ
Title: Manager

INDEPENDENCE COMMUNITY BANK CORP.

By: 
Print Name: GERALD M. LEVINE
Title: SVP

GRANTOR'S ACKNOWLEDGEMENT

UNITED STATES OF AMERICA |
 STATE OF MASSACHUSETTS | SS:
 COUNTY OF NORFOLK |

On this *22nd* day of *March* 200*4* before me personally appeared *Irwin Chafetz* to me known, who, being by me duly sworn, did depose and say that he/she is ~~the~~ *Manager* of the company described in and which executed the foregoing instrument; that he/she knows the seal of said company; that the said seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.

Notary Public *Carol L. Tallon*
My Commission Expires 5-1-09
 [Seal]

GRANTOR

SECURED PARTY'S ACKNOWLEDGMENT

UNITED STATES OF AMERICA |
STATE OF NEW YORK | SS:
COUNTY OF NEW YORK |

On this 5TH day of APRIL, 2004, before me personally appeared GERALD LEVINE to me known, who, being by me duly sworn, did depose and say that he/she is the a SENIOR VICE PRESIDENT of the company described in and which executed the foregoing instrument; that he/she knows the seal of said company; that the said seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.

Notary Public



[Seal]

BRIAN KENNY
Notary Public, State Of New York
No. 01KE4632597
Qualified In Nassau County
Commission Expires 3-30-2006

SECURED PARTY

SCHEDULE AU.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	TRADEMARK	APP. NO.	REG. NO.
USA	CHAR-B-Q (Stylized)		613,163
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USA	CLASSIC SERIES		2093748
USA	ADVANTAGE		1226680
USA	OPEN HEARTH		754975

* Trademark stands in the name of Farberware Inc.