TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Holmes Group, Inc.		05/06/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 140

Property Type	Number	Word Mark
Registration Number:	2747868	1TOUCH
Registration Number:	2717991	1TOUCH
Registration Number:	2805832	2 COOL
Registration Number:	2515799	ACCU-ROAST
Registration Number:	2396155	AIRWAVE
Registration Number:	2722081	ARCTIC ICE
Registration Number:	2646697	ASPEN BREEZE
Registration Number:	1259352	AUTO-FRY
Registration Number:	2643594	BAGEL-RIGHT
Registration Number:	1585506	BAR-B-GRILL
Registration Number:	1797566	BIONAIRE
Registration Number:	2743458	BIONAIRE
Registration Number:	1253660	BIONAIRE
Registration Number:	2296632	BLIZZARD

CH $3515.00 2747868

Registration Number:	2669962	BREEZEBALL
Registration Number:	1860346	CERAMIC POWER
Registration Number:	1681102	CHEF'S FRY
Registration Number:	1873234	CHEF'S FRY
Registration Number:	1526376	CLEANSE CLEAN
Registration Number:	868938	CLICK 'N CLEAN
Registration Number:	2383738	CLUB MADURO
Registration Number:	2647153	COLDFUSION
Registration Number:	2097701	COLOR CHECK
Registration Number:	2746787	COLORCHECK
Registration Number:	1002186	COOKS ALL DAY-WHILE THE COOK'S AWAY
Registration Number:	1864242	COOL SOLUTION
Registration Number:	1075450	CROCK-ETTE
Registration Number:	928614	CROCK-POT
Registration Number:	1085448	CROCK-POT
Registration Number:	1820447	EASY TOUCH
Registration Number:	2093421	EMERGENCY SCOUT
Registration Number:	1062651	E-Z CUTTER
Registration Number:	1995285	FAMILY CARE
Registration Number:	2388178	FAMILY CARE
Registration Number:	2428667	FAMILY CARE
Registration Number:	2139324	FIESTA CROCK-ETTE
Registration Number:	2455847	FILTER EXPRESS
Registration Number:	2468555	FILTERCHECK
Registration Number:	1259916	FLO-AIRE
Registration Number:	2762596	GALILEO
Registration Number:	2154193	GRIP-TITE
Registration Number:	2563203	HARMONY
Registration Number:	1881380	"HEATBLASTER"
Registration Number:	1302197	HEATER PLUS FAN
Registration Number:	2346957	HEATLOGIC
Registration Number:	2265460	HEATSAFE
Registration Number:	1956904	HILITE-A-PLANT
Registration Number:	1871880	HOLMES
Registration Number:	1898796	HOLMES

Registration Number:	1955313	HOLMES
Registration Number:	1437915	HOLMES AIR
Registration Number:	1520759	HOLMES AIR
Registration Number:	1781281	HOT POT EXPRESS
Registration Number:	2803681	HUMIDIFIER REPLACEMENT FILTER BY HOLMES
Registration Number:	785297	HYDRO JET
Registration Number:	2528253	ICE COOL
Registration Number:	2541260	ICE CREAM PARLOR
Registration Number:	1495013	INSTAHEATER
Registration Number:	2219687	IRONIZER
Registration Number:	2474075	KITCHEN FRESH
Registration Number:	2684222	LIFE IS FAST. COOK SLOW.
Registration Number:	795095	MAGIC HOSTESS
Registration Number:	2142484	MASTER GLOW
Registration Number:	2823837	MASTERSENSOR
Registration Number:	1929776	MASTERTOUCH
Registration Number:	2171883	NO ESCAPE VACUUM SEAL
Registration Number:	2575445	O2
Registration Number:	972256	PATTON
Registration Number:	1048062	PATTON
Registration Number:	2776135	PLATINUM
Registration Number:	2414375	POTPOUR-EEZE
Registration Number:	1566614	POTPOURRI CROCK
Registration Number:	1456393	POWER FAN
Registration Number:	1637276	POWER HEATER
Registration Number:	2601906	QUIETECH
Registration Number:	1899766	RAPID MIST
Registration Number:	1093188	RIVAL
Registration Number:	325973	RIVAL
Registration Number:	2751031	RIVAL
Registration Number:	795096	RIVAL
Registration Number:	1977074	RIVAL SELECT
Registration Number:	792176	RIVAL
Registration Number:	1515290	SAFE & SOUND
Registration Number:	2406759	SAFETECH

Registration Number:	2289770	SAFETIP
Registration Number:	2774111	SEAL A MEAL
Registration Number:	1896184	SEAL-A-MEAL
Registration Number:	2656641	SEAL-A-MEAL
Registration Number:	2562111	SENSORTOAST
Registration Number:	1334092	SENSYSTEM
Registration Number:	1501236	SHORT ORDER CHEF
Registration Number:	2702429	SLIDER SAFE
Registration Number:	2689334	SMARTTOUCH
Registration Number:	1312203	SMOKE GRABBER
Registration Number:	1312204	SMOKE GRABBER
Registration Number:	1784824	STOCKER
Registration Number:	1906442	STREAMLINE
Registration Number:	1505739	"THE POWERHOUSE"
Registration Number:	2592270	THE RIGHT ANGLE
Registration Number:	2302525	THE TOE TOUCH
Registration Number:	2148300	THIS LITTLE PIGGY
Registration Number:	849817	TITAN
Registration Number:	2464593	TOAST-EXCEL
Registration Number:	1456403	TRANS-MISTER
Registration Number:	2585847	TRAVELER
Registration Number:	2259887	TROPICOOL
Registration Number:	1671452	ULTRA BLEND
Registration Number:	769133	VAC-O-MATIC
Registration Number:	1941046	VACU-ROLL
Registration Number:	1934414	VISIBLE MIST
Registration Number:	1332863	WHITE MOUNTAIN
Registration Number:	2778277	WHITE MOUNTAIN
Registration Number:	1328361	WHITE MOUNTAIN ICE CREAM FREEZER
Registration Number:	2140730	WORKMAN
Registration Number:	1736388	INSTAFURNACE
Registration Number:	1246979	PATTON
Serial Number:	78315843	AEROMAX
Serial Number:	78401028	BIONAIRE
Serial Number:	78351418	CARBONX

Serial Number:	78138163	CROCK-POT
Serial Number:	78243963	CROCK-POT CLASSICS
Serial Number:	78273237	CROCK-TOBER
Serial Number:	78152023	DAZEY
Serial Number:	78199370	DINNER IS READY WHEN YOU ARE
Serial Number:	78341438	FILTER EXPRESS
Serial Number:	78333711	FITRITE
Serial Number:	78330292	FLAVOR BUDS
Serial Number:	78202452	FOOT BUDDY
Serial Number:	78202451	HEAT BUDDY
Serial Number:	78333709	HOME BASE
Serial Number:	78244957	INTELLIPRESS
Serial Number:	78388251	OFFICESPACE
Serial Number:	78318752	POLAR BLAST
Serial Number:	78254654	RIVAL
Serial Number:	78131850	SMART-POT
Serial Number:	78173195	SOUND WAVES
Serial Number:	78297479	SPECTRA-LITE
Serial Number:	78136333	SWIRL PRO
Serial Number:	78254543	TALON
Serial Number:	78262847	VERSAWARE

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3319

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	39521-32930
NAME OF SUBMITTER:	Susan Roberts

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2004, among THE HOLMES GROUP, INC., a Massachusetts corporation (the "***Borrower***") and GENERAL ELECTRIC CAPITAL CORPORATION ("***GECC***"), as Collateral Agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2004 (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the lenders party thereto (the "***Lenders***"), GECC, as administrative agent and collateral agent and Credit Suisse First Boston, as syndication agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of May 6, 2004 (as amended, supplemented or otherwise modified from time to time, the "***Collateral Agreement***"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "***Trademarks***");

(b) all goodwill associated with or symbolized by the Trademarks; and

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(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMES GROUP, INC.,

by

Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMES GROUP, INC.,

by

Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

by

Name: Joseph V Walker
Title: Duly Authorized Signatory

Schedule I
(Revised)

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date

1. See Schedule of U.S. Trademarks and U.S. Trademark Applications as of May 6, 2004.

2. See Schedule of Non-U.S. Trademarks as of April 22, 2004.

II. Trademark Applications

Application Owner	Mark	Application Number	Date Filed

1. See Schedule of U.S. Trademarks and U.S. Trademark Applications as of May 6, 2004.

2. See Schedule of Non-U.S. Trademark Applications as of April 22, 2004.

III. Trademark Licenses

Licensee	Licensor	Mark	Registration Number	Registration Date	Expiration Date of License

1. See Schedule of Trademark Licenses as of May 6, 2004, attached hereto and incorporated herein.

ID # 398329v01/3021-167

Schedule I to the Trademark Security Agreement

Schedule of U.S. Trademarks and U.S. Trademark Applications
as of May 6, 2004

U.S. Trademarks

Mark	Status	Owner	Filing Date	Filing No.	Reg. Date	Reg. No.
ACCU-ROAST	Registered	The Rival Company	2/1/2000	75/907516	12/4/2001	2515799
ACCUSET	Using	N/A				
ACCUSET PLUS	Using	N/A				
ACCUTEMP	Using	N/A				
ACCUTEMP PLUS	Using	N/A				
AIRWAVE	Registered	Holmes Group, Inc.	7/1/1997	75/317779	10/17/2000	2396155
ARCTIC ICE	Registered	The Rival Company	1/16/2001	76/194558	6/3/2003	2722081
ASPEN BREEZE	Registered	Holmes Group, Inc.	8/15/2000	76/109601	11/5/2003	2,646,697
AUNT SADIE'S KITCHEN	Using	N/A				
AUTO-FRY	Registered	The Rival Company	9/3/1982	73/383534	11/29/1983	1259352
BAGEL-RIGHT	Registered	The Rival Company	2/16/2000	75/921110	10/29/2002	2643594
BAR-B-GRILL	Renewed	The Rival Company	7/31/1989	73/815962	3/6/1990	1585506
BIONAIRE	Renewed	The Rival Company	4/2/1990	74/044938	10/12/1993	1797566
BIONAIRE & DESIGN	Registered	Holmes Group, Inc.	3/30/2001	76/232940	7/29/2003	2743458
BIONAIRE (STYLIZED)	Renewed	The Rival Company	1/8/1982	73/343309	10/11/1983	1253660
BLIZZARD	Registered	Holmes Group, Inc.	10/1/1997	75/366327	11/30/1999	2296632
BREEZEBALL	Registered	The Rival Company	1/16/2001	75/193730	12/31/2002	2669962
CERAMIC POWER	Registered	Holmes Group, Inc.	1/25/1993	74/351521	10/25/1994	1860346
CERAMIC WAVE	Using	N/A				
CHEF'S FRY	Registered	The Rival Company	12/29/1992	74/344141	1/10/1995	1873234
CHEF'S FRY	Renewed	The Rival Company	10/19/1990	74/107173	3/31/1992	1681102
CLEAN AWAY	Using	N/A				
CLEANS YOUR AIR. FITS YOUR...	Using	N/A				
CLEANSE CLEAN	Renewed	Holmes Group, Inc.	11/16/1987	73/695544	2/28/1989	1526376
CLEAR VIEW	Using	Holmes Group, Inc.				
CLICK N' CLEAN	Renewed	The Rival Company	4/1/1968	72/294661	5/6/1969	868938
CLUB MADURO	Registered	The Rival Company	2/18/1998	75/436043	9/5/2000	2383738
COLDFUSION	Registered	Holmes Group, Inc.	8/13/2001	76/299065	11/5/2002	2647153
COLOR CHECK	Renewed	Holmes Group, Inc.	10/1/1996	75/175324	9/16/1997	2097701
COLORCHECK & DESIGN	Registered	Holmes Group, Inc.	9/12/2002	76/448715	8/5/2003	2746787
COOKS ALL DAY WHILE THE..	Registered	The Rival Company	1/15/1973	72/446044	1/21/1975	1002186
COOL SOLUTION	Registered	Holmes Group, Inc.	6/17/1993	74/402486	11/22/1994	1864242
COOL TOUCH	Using	N/A				
CROCK-ETTE	Registered	The Rival Company	1/12/1977	73/112183	10/18/1977	1075450
CROCK-POT	Renewed	The Rival Company	11/23/1970	72/376956	2/8/1972	928614
CROCK-POT	Published	Holmes Group, Inc.	6/24/2002	78/138163		
CROCK-POT (STYLIZED)	Renewed	The Rival Company	7/27/1977	73/135415	2/14/1978	1085448
CVT	Using	N/A				
DAZEY	Published	Holmes Group, Inc.	8/7/2002	78/152023		
DINNER IS READY WHEN YOU ARE	Published	Holmes Group, Inc.	1/2/2003	78/199370		
EASY TOUCH	Registered	The Rival Company	12/30/1992	74/344395	2/8/1994	1820447
EMERGENCY SCOUT	Registered	The Rival Company	12/22/1994	74/614381	9/2/1997	2093421
ETC EXTREME TEMPERATURE..	Using	N/A				
E-Z CUTTER	Renewed	The Rival Company	6/9/1976	73/089793	4/5/1977	1062651
FAMILY CARE	Registered	Holmes Group, Inc.	8/1/1995	74/709675	8/20/1996	1995285
FAMILY CARE	Registered	Holmes Group, Inc.	10/24/1997	75/378878	9/19/2000	2388178
FAMILY CARE & DESIGN	Registered	Holmes Group, Inc.	11/3/1997	75/383469	2/13/2001	2428667
FILTERCARE	Using	N/A				
FILTER EXPRESS	Registered	Holmes Group, Inc.	9/5/1999	75/548317	5/29/2001	2445847
FILTERCHECK	Registered	Holmes Group, Inc.	5/15/1998	75/486016	7/10/2001	2,268,555
FOLD N' STORE	Using	N/A				
FRIGITECH	Using	N/A				

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FUSION OF FORM AND FUNC.	Using	N/A				
GALILEO	Registered	Holmes Group, Inc.	1/23/2002	76/361691	9/9/2003	2762596
HARMONY	Registered	Holmes Group, Inc.	7/24/2000	76/095277	4/23/2002	2563203
HEATBLASTER	Registered	Holmes Group, Inc.	1/13/1992	74/237340	2/28/1995	1881380
HEATBLASTER PLUS	Using	N/A				
HEATLOGIC	Registered	Holmes Group, Inc.	3/22/1999	75/666199	5/20/2000	2346957
HEATSAFE	Registered	Holmes Group, Inc.	6/10/1997	75/305972	7/27/1999	2265460
HEAT SPHERE	Using	N/A				
HILITE-A-PLANT	Registered	Holmes Group, Inc.	8/31/1993	74/430733	2/13/1996	1956904
HOLMES	Registered	Holmes Group, Inc.	8/3/1992	74/300304	1/3/1995	1871880
HOLMES	Registered	Holmes Group, Inc.	8/9/1993	74/422077	6/13/1995	1898796
HOLMES AND DESIGN	Registered	Holmes Group, Inc.	12/20/1993	74/471253	2/6/1996	1955313
HOLMES AIR	Registered	Holmes Group, Inc.	6/17/1986	73/604699	4/28/1987	1437915
HOLMES AIR (Stylized)	Registered	Holmes Group, Inc.	12/29/1987	73/703374	1/17/1989	1520759
HOT POT EXPRESS	Renewed	The Rival Company	5/19/1992	74/277102	7/13/1993	1781281
HUMIDIFIER REPLACEMENT..	Registered	Holmes Group, Inc.	7/11/2002	75/142918	1/6/2004	2803681
HYDROJET & DESIGN	Renewed	The Rival Company	1/2/1964	72/183878	2/16/1965	785297
ICE COOL	Registered	The Rival Company	10/19/1999	75/826765	1/8/2002	2528253
ICE CREAM PARLOR	Allowed	The Rival Company	10/19/1999	75/826309	2/19/2002	2541260
INSTAFURNACE	Renewed	Holmes Group, Inc.	4/20/1992	74/267569	12/1/1992	1736388
INSTAHEATER	Registered	Holmes Group, Inc.	11/27/1987	73/697890	7/5/1988	1495013
IRONIZER	Registered	The Rival Company	6/13/1997	75/308673	1/19/1999	2219687
KITCHEN FRESH	Registered	Holmes Group, Inc.	12/15/1998	75/605720	7/31/2001	2474075
LA BREZZA	Using	N/A				
LIFE IS FAST. COOK SLOW	Registered	The Rival Company	4/27/2000	76/036170	2/4/2003	2684222
LIGHTSHOW	Using	N/A				
LI'L BLIZZARD	Using	N/A				
LITTLE DIPPER	Using	N/A				
MAGIC HOSTESS	Renewed	The Rival Company	10/9/1964	72/203668	8/31/1965	795095
MASTER GLOW	Registered	Holmes Group, Inc.	2/13/1997	75/241288	3/10/1998	2142484
MASTERSENSOR	Registered	Holmes Group, Inc.	1/23/2002	76/361690	3/16/2004	2823837
MASTERTOUCH	Registered	Holmes Group, Inc.	10/24/1994	74/589468	10/24/1995	1929776
MAXFLOW	Using	Holmes Group, Inc.				
MINIMILL	Using	N/A				
NO ESCAPE VACUUM SEAL	Registered	Holmes Group, Inc.	11/19/1996	75/199941	7/7/1998	2171883
O2	Registered	Holmes Group, Inc.	8/15/2000	76/109470	6/4/2002	2575445
ODOR GRABBER	Using	N/A				
ODOR GRABBER PLUS	Using	N/A				
1TOUCH	Using	N/A				
1TOUCH	Registered	Holmes Group, Inc.	9/11/2000	76/125968	8/5/2003	2747868
1TOUCH & DESIGN	Registered	Holmes Group, Inc.	9/20/2001	76/315401	5/20/2003	2717991
PATTON	Renewed	The Rival Company	8/9/1972	72/432280	11/6/1973	972256
PATTON & DESIGN	Registered	The Rival Company	7/19/1982	73/375169	8/2/1983	1246979
PATTON & DESIGN	Renewed	The Rival Company	1/7/1976	73/073604	9/14/1976	1048062
PLATINUM	Registered	Holmes Group, Inc.	8/15/2000	76/109581	10/21/2003	2776135
POTPOURRI CROCK	Registered	The Rival Company	12/9/1988	73/768448	11/14/1989	1566614
POTPOURR-EEZE	Registered	The Rival Company	2/18/1998	75/436351	12/19/2000	2414375
POWER HEATER	Renewed	The Rival Company	11/9/1989	73/837332	3/5/1991	1637276
POWER FAN	Registered	Holmes Group, Inc.	12/30/1985	73/575634	9/8/1987	1456393
POWER OVEN	Using	N/A				
QUIETECH	Registered	Holmes Group, Inc.	1/5/2000	75/887645	7/30/2002	2601906
RAPID MIST	Registered	Holmes Group, Inc.	9/22/1993	74/438964	6/13/1995	1899766
RELEASE THE GREASE	Using	N/A				
RINSE-CLEAN	Using	N/A				
RIVAL	Renewed	The Rival Company	10/17/1977	73/144884	6/13/1978	1093188
RIVAL & DESIGN	Registered	Holmes Group, Inc.	7/9/2001	76/282063	8/12/2003	2751031
RIVAL (STYLIZED)	Renewed	The Rival Company	6/15/1965	72/203688	8/31/1965	795096
RIVAL (STYLIZED)	Renewed	The Rival Company	10/13/1964	72/203890	7/6/1965	792176
RIVAL	Renewed	The Rival Company	3/16/1935	71/362640	7/9/1935	325973
RIVAL SELECT	Registered	The Rival Company	10/12/1993	74/446363	5/28/1996	1977074
ROOT'N TOOT'N ROOT BEER	Using	N/A				

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SAFE & SOUND	Registered	The Rival Company	4/21/1988	73/723782	4/21/1988	1515290
SAFE TOUCH	Using	N/A				
SAFETECH	Registered	The Rival Company	4/10/1998	75/466083	11/21/2000	2406759
SAFETIP	Registered	The Rival Company	3/24/1997	75/264112	11/2/1999	2289770
SEAL-A-MEAL	Registered	The Rival Company		74/513975	5/30/1995	1896184
SEAL-A-MEAL	Registered	The Rival Company	7/26/2001	78/075927	12/3/2002	
SENSORTOAST & DESIGN	Registered	The Rival Company	4/10/1998	75/466085	4/16/2002	2562111
SENSYSTEM	Registered	The Rival Company	6/19/1984	73/485960	5/7/1985	1334092
SHORT ORDER CHEF	Registered	The Rival Company		73/705059	8/23/1988	1501236
SITANIUM	Using	Holmes Group, Inc.				
SLIDER SAFE	Registered	Holmes Group, Inc.	7/11/2002	76/419282	4/1/2003	2702427
SMARTPART	Using	N/A				
SMARTTOUCH	Registered	Holmes Group, Inc.	8/13/2001	76/299066	2/18/2003	2689334
SMART24	Searched	N/A				
SMOKE GRABBER	Registered	The Rival Company	5/12/1982	73/364156	1/1/1985	1312203
SMOKE GRABBER	Registered	The Rival Company	6/3/1982	73/367746	1/1/1985	1312204
STOCKER	Registered	The Rival Company	4/27/1992	74/269133	7/27/1993	1784824
STREAMLINE	Registered	Holmes Group, Inc.	9/22/1993	74/438838	7/18/1995	1906442
STEAMWAVE	Using	N/A				
SUREGRIP	Using	N/A				
THE FUTURE IS NOW	Using	N/A				
THE INTELLIGENT WAY TO...	Using	N/A				
THE POWERHOUSE	Registered	Holmes Group, Inc.	2/22/1988	73/712646	9/27/1988	1505739
THE RIGHT ANGLE	Registered	The Rival Company	11/3/1999	75/839229	7/9/2002	2592270
THE TOE TOUCH	Registered	The Rival Company	6/25/1997	75/314450	12/21/1999	2302525
TITAN	Renewed	The Rival Company	12/23/1966	72/261411	5/28/1968	849817
TOAST-EXCEL	Registered	The Rival Company	11/3/1999	75/839599	6/26/2001	2464593
TOTALFLEX	Using	N/A				
TRANSMISTER	Registered	Holmes Group, Inc.	1/2/1987	73/638182	9/8/1987	1456403
TRAVELER	Registered	The Rival Company	6/29/1999	75/738944	6/25/2002	2585847
TREAT SHOPPE	Using	N/A				
TROPICOOL	Registered	Holmes Group, Inc.	7/1/1997	75/317858	7/6/1999	2259887
TWINFLOW	Using	N/A				
2 COOL	Registered	Holmes Group, Inc.	7/26/2002	78/147770	1/13/2004	2805832
ULTRA BLEND	Renewed	The Rival Company	6/25/1990	74/072289	1/7/1992	1671452
VACU-ROLL	Registered	The Rival Company		74/615558	12/12/1995	1941046
VISIBILE MIST	Registered	Holmes Group, Inc.	1/6/1994	74/477130	11/7/1995	1934414
WHITE MOUNTAIN	Registered	The Rival Company	5/2/1983	73/423933	4/30/1985	1332863
WHITE MOUNTAIN & DESIGN	Registered	Holmes Group, Inc.	3/29/2001	76/233066	10/28/2003	2778277
WHITE MOUNTAIN ICE CREAM FREEZR & DES.	Registered	The Rival Company	5/2/1983	423932	4/2/1985	1328361
WING IT	Using	Holmes Group, Inc.				
WORKMAN	Registered	Holmes Group, Inc.	2/24/1997	75/246818	3/3/1998	2140730

U.S. Trademark Applications

Mark	Status	Owner	Filing Date	Filing No.	Reg. Date	Reg. No.
AEROMAX	Pending	Holmes Group, Inc.	10/20/2003	78/315843		
BIONAIRE	Pending	The Holmes Group	4/13/2004	78/401028		
CARBONX	Pending	Holmes Group, Inc.	1/13/2004	78/351418		
CROCK-POT CLASSICS	Pending	The Rival Company	4/30/2003	78/243963		
CROCK-TOBER	Pending	Holmes Group, Inc.	7/11/2003	78/273237		
FILTER EXPRESS	Pending	Holmes Group, Inc.	12/16/2003	78/414438		
FITRITE	Pending	Holmes Group, Inc.	11/26/2003	78/333711		
FLAVOR BUDS	Pending	Holmes Group, Inc.	11/19/2003	78/330292		
FOOT BUDDY	Pending	Holmes Group, Inc.	1/13/2003	78/202452		
HEAT BUDDY	Pending	Holmes Group, Inc.	1/13/2003	78/202451		
HOME BASE	Pending	Holmes Group, Inc.	11/26/2003	78/333709		
INTELLIPRESS	Pending	Holmes Group, Inc.	5/2/2003	78/244957		
OFFICE SPACE	Pending	Holmes Group, Inc.	3/22/2004	78/388251		

POLAR BLAST	Pending	Holmes Group, Inc.	10/27/2003	78/318752		
RIVAL & DESIGN	Pending	Holmes Group, Inc.	5/27/2003	78/254654		
SEAL-A-MEAL & DESIGN	Pending	Holmes Group, Inc.	8/14/2001	78/079181		
SMARTPOT	Pending	The Holmes Group	5/29/2002	78/131850		
SOUND WAVES	Pending	Holmes Group, Inc.	4/10/2003	78/173195		
SPECTRA-LITE	Pending	Holmes Group, Inc.	9/8/2003	78/297479		
SWIRL PRO	Pending	The Holmes Group	6/17/2002	78/136333		
TALON	Pending	Holmes Group, Inc.	5/27/2003	78/254543		
VERSAWARE	Pending	Holmes Group, Inc.	6/16/2003	78/262847		
Mark	**Status**	**Owner**	**Filing Date**	**Filing No.**	**Reg. Date**	**Reg. No.**
AEROMAX	Pending	Holmes Group, Inc.	10/20/2003	78/315843		
CARBONX	Pending	Holmes Group, Inc.	1/13/2004	78/351418		
CROCK-POT CLASSICS	Pending	Holmes Group, Inc.	4/30/2003	78/243963		
CROCK-TOBER	Pending	Holmes Group, Inc.	7/11/2003	78/273237		
FILTER EXPRESS	Pending	Holmes Group, Inc.	12/16/2003	78/414438		
FITRITE	Pending	Holmes Group, Inc.	11/26/2003	78/333711		
FLAVOR BUDS	Pending	Holmes Group, Inc.	11/19/2003	78/330292		
FOOT BUDDY	Pending	Holmes Group, Inc.	1/13/2003	78/202452		
HEAT BUDDY	Pending	Holmes Group, Inc.	1/13/2003	78/202451		
HOME BASE	Pending	Holmes Group, Inc.	11/26/2003	78/333709		
INTELLIPRESS	Pending	Holmes Group, Inc.	5/2/2003	78/244957		
LIGHTSPEED	Searched	N/A				
OFFICE SPACE	Pending	Holmes Group, Inc.	3/22/2004	78/388251		
POLAR BLAST	Pending	Holmes Group, Inc.	10/27/2003	78/318752		
RIVAL & DESIGN	Pending	Holmes Group, Inc.	5/27/2003	78/254654		
SEAL-A-MEAL & DESIGN	Pending	Holmes Group, Inc.	8/14/2001	78/079181		
SENSORTOAST	Pending	The Rival Company		75/465643		
SENSORTOAST & DESIGN	Pending	The Rival Company		75/466085		
SMARTPOT	Pending	The Rival Company	5/29/2002	78/131850		
SOUND WAVES	Pending	Holmes Group, Inc.	4/10/2003	78/173195		
SPECTRA-LITE	Pending	Holmes Group, Inc.	9/8/2003	78/297479		
SWIRL PRO	Pending	The Rival Company	6/17/2002	78/136333		
TALON	Pending	Holmes Group, Inc.	5/27/2003	78/254543		
VERSAWARE	Initiated	Holmes Group, Inc.				

TRADEMARK
REEL: 002928 FRAME: 0191

Trademark Licenses
As of May 6, 2004

Licensee	Licensor	Mark	Reg. #	Exp. Date
The Holmes Group, Inc. ("THG")	General Electric Company Appliance Park Louisville, KY 40225	GE SmartWater	N/A (common law trademark)	12/7/04
THG.	General Electric Company	GE SmartAire	N/A (common law trademark)	12/7/04
THG	General Electric Company	GE®	1,197,111	Upon termination of joint venture arrangement
THG	General Electric Company	GE and Design®	1,045,777	Upon termination of joint venture arrangement
THG	Cadbury Ireland LTD. 6 High Ridge Park, Dublin Ireland 06905 (as assignee of Warner-Lambert Company, Adams Division, 201 Tabor Road Morris Plains, NJ 07950)	Halls®	1,023,600	3/15/05
THG	Cadbury Ireland LTD.	Menth-Lyptus®	274,476	3/15/05
THG	Cadbury Ireland LTD.	Menth-Lyptus™	78/131393	3/15/05
THG	Cadbury Ireland LTD.	Vapor Action®	1,846,446	3/15/05
THG	Cadbury Ireland LTD.	Vapor Action®	2,363,811	3/15/05
THG	Cadbury Ireland LTD.	Vapor Action and Design®	1,912,183	3/15/05
THG	Microban 11515 Vanstory	Microban®	2,220,264	12/31/04

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	Dr., Suite 110 Huntersville, NC			
THG	Microban	Microban®	2,227,218	12/31/04
THG	Microban	Microban®	1,141,006	12/31/04
THG	Microban	Microban®	2,611,477	12/31/04
THG	Microban	Microban AntiBacterial Protection®	2,365,607	12/31/04
THG	Microban	Microban AntiBacterial Protection®	2,380,284	12/31/04
THG	Microban	Microban Protection®	2,365,610	12/31/04
THG	Sunbeam Products, Inc.	Sunbeam®	1,159,053	12/31/05
THG	Sunbeam Products, Inc.	Sunbeam and Design®	390,181	12/31/05
THG	Sunbeam Products, Inc.	Sunbeam and Design®	627,683	12/31/05
THG	Sunbeam Products, Inc.	Sunbeam and Design®	539,425	12/31/05
THG	Color Kinetics 10 Milk St. Boston, MA 02109	COLOR KINETICS SAUCE™	N/A (common law trademark)	8/6/05
THG	Color Kinetics	SAUCE®	2,655,043	8/6/05
THG	Color Kinetics	CHROMACORE®	2,411,139	8/6/05
ConAgra Foods, Inc. 5 Con Agra Dr. Omaha, NB 68102-5094	THG	CROCK-POT CLASSICS™	78/243963	5/31/13
ConAgra Foods, Inc.	THG	READY TO CROCK™	N/A (common law trademark)	5/31/13
ConAgra Foods, Inc.	THG	CROCK-POT®	928,614	5/31/13
ConAgra Foods, Inc.	THG	CROCK-POT®	78/138163	5/31/13
ConAgra Foods, Inc.	THG	CROCK-POT and Design®	N/A (common law trademark)	5/31/13

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