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



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

Tab settings

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

1. Name of conveying party(ies): World Kitchen GHC, Inc.

- 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 Supplement

Execution Date: 04/29/2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s) 78/313132 78/327623

B. Trademark Registration No.(s) NONE

Additional number(s) attached Yes No

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

Name: PENELOPE J.A. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE 920

City: WASHINGTON State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 650

- 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.

RANDI S. ARONOW

Name of Person Signing

Signature

April 29, 2004

Date

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

05/03/2004 6TDH11 00000012 78313132

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

6701/294, B. Brantley

01 FO:8521 40.00 OP 02 FO:8522 25.00 OP

TRADEMARK REEL: 002959 FRAME: 0438

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2004, among WKI Holding Company, Inc. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, as Administrative Agent and Collateral Agent (in such capacity, the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of January 31, 2003 (the "Credit Agreement"), among the Borrower, the Administrative Agent and the Lenders party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders 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 Security Agreement. The rules of construction specified in Sections 1.01(a) and (b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its 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 such Grantor or in which such Grantor 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 II (the "Trademarks");

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

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

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and


(e) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

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


WKI HOLDING COMPANY, INC.,

by


Name: RAYMOND J. KULLA
Title: VICE PRESIDENT

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by


Name: RAYMOND J. KULLA
Title: VICE PRESIDENT OR MANAGER

JPMORGAN CHASE BANK, as Administrative Agent,

by

Name:
Title:

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

WKI HOLDING COMPANY, INC.,

by


Name:
Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as
Administrative Agent,

by 

Name: **JONATHAN KATZ**
Title: **VICE PRESIDENT**

[[2377386]]

Schedule I

<u>Subsidiary Parties</u>
World Kitchen, Inc.
WKI Latin America Holding, LLC
World Kitchen (GHC), LLC
EKCO Group, LLC
EKCO Housewares, Inc.
EKCO Manufacturing of Ohio, Inc.

[[2377386]]

OwnerName	TrademarkName	AppNumber	FileDate
Ekco Housewares, Inc.	EKCO 1 2 3	78/298675	10-Sep-2003
Ekco Housewares, Inc.	PRECISION GUIDES	78/315756	20-Oct-2003
Ekco Housewares, Inc.	PRECISIONWARE	78/271762	08-Jul-2003
WKI Holding Company, Inc.	ANYWARE	78/320052	29-Oct-2003
WKI Holding Company, Inc.	CHUTNEY	78/385904	17-Mar-2004
WKI Holding Company, Inc.	CORELLE COORDINATES TO GO	78/320054	29-Oct-2003
WKI Holding Company, Inc.	DOWNPOUR	78/354102	20-Jan-2004
WKI Holding Company, Inc.	EVERYWAY SPRAY	78/352331	15-Jan-2004
WKI Holding Company, Inc.	FOUNDATIONS	78/261841	12-Jun-2003
WKI Holding Company, inc.	GOOD GRIPS	76/516690	23-May-2003
WKI Holding Company, Inc.	IT CAN TAKE WHAT FAMILIES DISH OUT	78/374327	26-Feb-2004
WKI Holding Company, Inc.	LIKE MOM'S	78/268221	27-Jun-2003
WKI Holding Company, Inc.	LIQUISEAL	78/253924	23-May-2003
World Kitchen GHC, Inc.	FLEX-GUARD	78/313132	14-Oct-2003
World Kitchen GHC, Inc.	MAGNASHARP	78/327623	13-Nov-2003
World Kitchen GHC, LLC	INSIGNIA MATTE	76/511329	02-May-2003
World Kitchen GHC, LLC	BEST MADE CUTTING TOOLS IN THE WORLD	78/352341	15-Jan-2004
World Kitchen GHC, LLC	CHICAGO CUTLERY FORUM	76/511330	02-May-2003
World Kitchen GHC, LLC	GRIP & RIP	76/494726	24-Feb-2003
World Kitchen GHC, LLC	TIME 2	76/496069	10-Mar-2003
World Kitchen GHC, LLC	TIME SQUARED	76/495986	10-Mar-2003
World Kitchen, Inc.	JUST COLORS	78301180	16-Sep-2003
World Kitchen, Inc.	CLASSIC BLACK	76/507410	04-Apr-2003
World Kitchen, Inc.	FRENCH COLOURS	76/507409	04-Apr-2003
World Kitchen, Inc.	FRENCH WHITE	78/301188	16-Sep-2003
World Kitchen, Inc.	French White fluted design	78/385152	16-Mar-2004
World Kitchen, Inc.	GRAB-IT	78/342957	18-Dec-2003
World Kitchen, Inc.	INFINIA	78/311730	09-Oct-2003
World Kitchen, Inc.	JUST WHITE	78/301173	16-Sep-2003
World Kitchen, Inc.	PICK ME UP	78/311734	09-Oct-2003
World Kitchen, Inc.	REVERE CLASSIC	76/486794	03-Feb-2003
World Kitchen, Inc.	REVERE CONVENIENCE	76/486795	03-Feb-2003
World Kitchen, Inc.	REVERE TRADITIONS	78/287594	14-Aug-2003