RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
The Holmes Group, Inc.

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Massachusetts ☐ Other –

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other – Corrective Assignment to Delete Trademark Registration Nos. 274476, 390181, 539425, 627683, 1023600, 1045777, 1141006, 1159053, 1197111, 1846446, 1912183, 2227218, 2220264, 2365607, 2380284, 2365610, 2411139, 2363811, 2611477, 2655043, 2875557 from reel/frame 2928/0209

Execution Date: May 6, 2004

2. Name and Address of receiving party(ies):

Name: General Electric Capital Corporation, As Collateral Agent

Internal Address:

Street Address: 500 West Monroe Street, 17th Floor

City: Chicago State: Illinois Zip: 60661 Country: USA

☐ Individual(s) Citizenship: U.S.A.
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State Delaware
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)	B. Trademark registration No.(s)
78243963 CROCK-POT CLASSICS 78138163 CROCK-POT	928614 CROCK-POT

Additional numbers attached? ☒ Yes ☐ No

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

Name: Dusan Clark
Internal Address: Sidley Austin Brown & Wood LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 21
Recordal fee = 540.00

7. Total fee (37 CFR 3.41).....$540.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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.

Dusan Clark — Name of Person Signing
Signature
3/28/2005 — Date

Total number of pages comprising cover sheet 19

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Box Assignment
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CH $615.00 181260 78243963

Please re-record to remove the below listed trademarks
Recorded on reel/frame 2928/0209:

MENTHO-LYPTUS	274476	71291388	10/22/1929	08/26/1930
SUNBEAM	390181	71441695	03/19/1941	09/09/1941
SUNBEAM	539425	71595691	04/13/1950	03/13/1951
SUNBEAM	627683	71697045	10/24/1955	05/29/1956
HALLS	1023600	73032045	09/16/1974	10/28/1975
GE	1045777	73071173	12/08/1975	08/10/1976
MICROBAN	1141006	73164676	04/03/1978	11/04/1980
SUNBEAM	1159053	73242636	12/12/1979	06/30/1981
GE	1197111	73254227	03/17/1980	06/08/1982
VAPOR ACTION	1846446	73616897	08/26/1986	07/26/1994
VAPOR ACTION	1912183	74376194	04/02/1993	08/15/1995
MICROBAN	2227218	75280847	04/25/1997	03/02/1999
MICROBAN	2220264	75354497	09/10/1997	01/26/1999
MICROBAN ANTIMICROBIAL PROTECTION	2365607	75426926	02/02/1998	07/11/2000
MICROBAN ANTIBACTERIAL PROTECTION	2380284	75426927	02/02/1998	08/29/2000
MICROBAN PROTECTION	2365610	75428733	02/04/1998	07/11/2000
CHROMACORE	2411139	75511166	06/30/1998	12/05/2000
VAPOR ACTION	2363811	75547854	09/03/1998	07/04/2000
MICROBAN	2611477	76042781	05/08/2000	08/27/2002
SAUCE	2655043	78023637	08/30/2000	11/26/2002
MENTHO-LYPTUS	2875557	78131393	05/28/2002	08/17/2004

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

09/02/2004
900012404

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement in Licensed Trademarks

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: 24

Property Type	Number	Word Mark
Registration Number:	1197111	GE
Registration Number:	1045777	GE
Registration Number:	1023600	HALLS
Registration Number:	274476	MENTHO-LYPTUS
Registration Number:	1848448	VAPOR ACTION
Registration Number:	2363811	VAPOR ACTION
Registration Number:	1912183	VAPOR ACTION
Registration Number:	2220264	MICROBAN
Registration Number:	2227218	MICROBAN
Registration Number:	1141006	MICROBAN
Registration Number:	2611477	MICROBAN
Registration Number:	2365607	MICROBAN ANTIMICROBIAL PROTECTION
Registration Number:	2380284	MICROBAN ANTIBACTERIAL PROTECTION
Registration Number:	2365610	MICROBAN PROTECTION

CH 615.00 1197111

Registration Number:	1159053	SUNBEAM
Registration Number:	390181	SUNBEAM
Registration Number:	627683	SUNBEAM
Registration Number:	539425	SUNBEAM
Registration Number:	2655043	SAUCE
Registration Number:	2411139	CHROMACORE
Registration Number:	928614	CROCK-POT
Serial Number:	78131393	MENTHO-LYPTUS
Serial Number:	78243963	CROCK-POT CLASSICS
Serial Number:	78138163	CROCK-POT

CORRESPONDENCE DATA

Fax Number: (214)991-3400

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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EXECUTION COPY

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

(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.

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 # 398839v01/3001-167

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	75/907618	12/4/2001	2515709
ACCURET	Using	N/A				
ACCURET 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	76/194658	6/3/2003	2722081
ASPEN BREEZE	Registered	Holmes Group, Inc.	8/15/2000	76/109001	11/5/2003	2,848,897
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	2643504
BAR-B-GRILL	Renewed	The Rival Company	7/31/1986	73/615062	3/6/1990	1585608
BIONAIRE	Renewed	The Rival Company	4/2/1990	74/044998	10/12/1993	1797566
BIONAIRE & DESIGN	Registered	Holmes Group, Inc.	3/30/2001	76/232940	7/29/2003	2749458
BIONAIRE (STYLIZED)	Renewed	The Rival Company	1/8/1982	73/343309	10/11/1983	1253650
BLIZZARD	Registered	Holmes Group, Inc.	10/1/1997	75/355327	11/30/1999	2296632
BREEZEBALL	Registered	The Rival Company	1/16/2001	76/193730	12/31/2002	2669982
CERAMIC POWER	Registered	Holmes Group, Inc.	1/25/1993	74/351521	10/25/1994	1960346
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	1631102
CLEAN AWAY	Using	N/A				
CLEANS YOUR AIR. FITS YOUR...	Using	N/A				
CLEANSE CLEAN	Renewed	Holmes Group, Inc.	11/16/1987	73/685544	2/28/1989	1525376
CLEAR VIEW	Using	Holmes Group, Inc.				
CLICK N' CLEAN	Renewed	The Rival Company	4/1/1968	72/294661	5/6/1969	888838
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	2746767
COOKS ALL DAY WHILE THE..	Registered	The Rival Company	1/15/1973	72/446044	1/21/1975	1002168
COOL SOLUTION	Registered	Holmes Group, Inc.	8/17/1993	74/402488	11/22/1994	1864242
COOL TOUCH	Using	N/A				
CROCK-ETTE	Registered	The Rival Company	1/12/1977	73/112153	10/18/1977	1075450
CROCK-POT	Renewed	The Rival Company	11/23/1970	72/376958	2/8/1972	928814
CROCK-POT	Published	Holmes Group, Inc.	6/24/2002	78/138169		
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	74/614331	9/2/1997	2093421
ETC EXTREME TEMPERATURE..	Using	N/A				
E-Z CUTTER	Renewed	The Rival Company	6/9/1976	73/088793	4/5/1977	1062851
FAMILY CARE	Registered	Holmes Group, Inc.	8/1/1996	74/709875	8/20/1996	1995285
FAMILY CARE	Registered	Holmes Group, Inc.	10/24/1997	75/378878	9/19/2000	2368178
FAMILY CARE & DESIGN	Registered	Holmes Group, Inc.	11/3/1997	75/383469	2/13/2001	2428557
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				

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	76/096277	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	2348967
HEATSAFE	Registered	Holmes Group, Inc.	6/10/1997	75/305972	7/27/1999	2285460
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	1871850
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	1955319
HOLMES AIR	Registered	Holmes Group, Inc.	6/17/1996	73/604099	4/28/1987	1437915
HOLMES AIR (Stylized)	Registered	Holmes Group, Inc.	12/28/1987	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	2903881
HYDROJET & DESIGN	Renewed	The Rival Company	1/2/1964	72/183878	2/16/1965	785287
ICE COOL	Registered	The Rival Company	10/19/1999	75/826785	1/8/2002	2528253
ICE CREAM PARLOR	Allowed	The Rival Company	10/19/1999	75/826309	2/19/2002	2541280
INSTAFURNACE	Renewed	Holmes Group, Inc.	4/20/1992	74/267569	12/1/1992	1736398
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	2219867
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	72/203658	8/31/1966	795095
MASTER GLOW	Registered	Holmes Group, Inc.	2/13/1997	75/241298	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.	6/15/2000	76/109470	6/4/2002	2576445
ODOR GRABBER	Using	N/A				
ODOR GRABBER PLUS	Using	N/A				
1TOUCH	Using	N/A				
1TOUCH	Registered	Holmes Group, Inc.	9/11/2000	76/125988	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	72/432290	11/6/1973	972258
PATTON & DESIGN	Registered	The Rival Company	7/19/1982	73/375169	8/2/1983	1246979
PATTON & DESIGN	Renewed	The Rival Company	1/7/1978	73/073604	6/14/1978	1048062
PLATINUM	Registered	Holmes Group, Inc.	8/15/2000	76/109581	10/21/2003	2778135
POTPOURRI CROCK	Registered	The Rival Company	12/9/1988	73/768448	11/14/1989	1598614
POTPOURRI-EEZE	Registered	The Rival Company	2/18/1996	75/436351	12/19/2000	2414375
POWER HEATER	Renewed	The Rival Company	11/9/1989	73/837332	3/6/1991	1637278
POWER FAN	Registered	Holmes Group, Inc.	12/30/1985	73/573634	3/8/1987	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	74/438984	8/13/1995	1899788
RELEASE THE GREASE	Using	N/A				
RINSE-CLEAN	Using	N/A				
RIVAL	Renewed	The Rival Company	10/17/1977	73/144884	8/13/1978	1093188
RIVAL & DESIGN	Registered	Holmes Group, Inc.	7/9/2001	76/282083	8/12/2003	2751031
RIVAL (STYLIZED)	Renewed	The Rival Company	6/15/1966	72/203688	8/31/1966	795096
RIVAL (STYLIZED)	Renewed	The Rival Company	10/13/1964	72/203890	7/6/1965	792176
RIVAL	Renewed	The Rival Company	3/16/1935	71/302640	7/9/1935	325973
RIVAL SELECT	Registered	The Rival Company	10/12/1993	74/446353	5/28/1996	1977074
ROOT'N TOOT'N ROOT BEER	Using	N/A				

SAFE & SOUND	Registered	The Rival Company	4/21/1988	73/723782	4/21/1988	1515290
SAFE TOUGH	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	75/284112	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	78/075827	12/3/2002	
SENSORTOAST & DESIGN	Registered	The Rival Company	4/10/1998	75/466065	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		73/705058	8/23/1988	1501235
SITANIUM	Using	Holmes Group, Inc.				
SLIDER SAFE	Registered	Holmes Group, Inc.	7/11/2002	78/419282	4/1/2003	2702427
SMARTPART	Using	N/A				
SMARTTOUCH	Registered	Holmes Group, Inc.	8/13/2001	75/299065	2/18/2003	2689331
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	74/289133	7/27/1993	1784824
STREAMLINE	Registered	Holmes Group, Inc.	9/22/1993	74/436838	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	11/3/1998	75/639229	7/9/2002	2582270
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	848617
TOAST-EXCEL	Registered	The Rival Company	11/3/1999	75/839599	8/28/2001	2464593
TOTALFLEX	Using	N/A				
TRANSMISTER	Registered	Holmes Group, Inc.	1/2/1987	73/838182	9/8/1987	1458403
TRAVELER	Registered	The Rival Company	6/29/1998	75/738944	6/25/2002	2585847
TREAT SHOPPE	Using	N/A				
TROPICOOL	Registered	Holmes Group, Inc.	7/1/1997	75/317858	7/6/1999	2259987
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
VISIBLE MIST	Registered	Holmes Group, Inc.	1/6/1994	74/477130	11/7/1995	1934414
WHITE MOUNTAIN	Registered	The Rival Company	5/2/1983	73/423833	4/30/1985	1332883
WHITE MOUNTAIN & DESIGN	Registered	Holmes Group, Inc.	3/29/2001	76/233086	10/28/2003	2778277
WHITE MOUNTAIN ICE CREAM FREEZR & DES.	Registered	The Rival Company	5/2/1983	423982	4/2/1986	1328381
WING IT	Using	Holmes Group, Inc.				
WORKMAN	Registered	Holmes Group, Inc.	2/24/1997	75/248818	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	78/318848		
BIONAIRE	Pending	The Holmes Group	4/13/2004	78/401028		
CARBONX	Pending	Holmes Group, Inc.	1/13/2004	78/361418		
CROCK-POT CLASSICS	Pending	The Rival Company	4/30/2003	78/243983		
CROCK-TOSER	Pending	Holmes Group, Inc.	7/11/2003	78/273237		
FILTER EXPRESS	Pending	Holmes Group, Inc.	12/18/2003	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	78/202461		
HOME BASE	Pending	Holmes Group, Inc.	11/26/2003	78/333709		
INTELLIPRESS	Pending	Holmes Group, Inc.	5/2/2003	78/244857		
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	78/138333		
TALON	Pending	Holmes Group, Inc.	5/27/2003	78/254543		
VERSAWARE	Pending	Holmes Group, Inc.	6/16/2003	78/282847		
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	78/243983		
CROCK-TOBER	Pending	Holmes Group, Inc.	7/11/2003	78/273237		
FILTER EXPRESS	Pending	Holmes Group, Inc.	12/15/2003	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	78/244967		
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		75/465843		
SENSORTOAST & DESIGN	Pending	The Rival Company		76/466085		
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	78/138333		
TALON	Pending	Holmes Group, Inc.	5/27/2003	78/254543		
VERSAWARE	Initiated	Holmes Group, Inc.				

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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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
The Holmes Group, Inc.

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Massachusetts ☐ Other –

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

2. Name and Address of receiving party(ies):

Name: General Electric Capital Corporation, As Collateral Agent

Internal Address:

Street Address: 500 West Monroe Street, 17th Floor

City: Chicago State: Illinois Zip: 60661 Country: USA

☐ Individual(s) Citizenship: U.S.A.
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State Delaware
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other – See Attachment

Execution Date: May 6, 2004

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)

B. Trademark registration No.(s)

928614 CROCK-POT

Additional numbers attached? ☒ Yes ☐ No

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

Name: Dustin Clark
Internal Address: Sidley Austin Brown & Wood LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 21
Recorded fee – 540.00

7. Total fee (37 CFR 3.41).....$540.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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