

**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
MIKASA LICENSING, INC.		09/23/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	A NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	2604471	FLAME D'AMORE
Registration Number:	2597467	ITALIAN COUNTRYSIDE
Registration Number:	2593805	GARDEN BLOOM
Registration Number:	2249524	MIKASA
Registration Number:	2446116	GARDEN HARVEST
Registration Number:	2542106	ARABELLA
Registration Number:	2513771	PALM DESERT
Registration Number:	2385000	ADIRONDACK
Registration Number:	2418651	GARDEN HARVEST
Registration Number:	2225170	CHRISTOPHER STUART & DESIGN
Registration Number:	2396112	MIKASA.COM
Registration Number:	1918862	OPTIMA
Registration Number:	1905661	FLAME D'AMOUR
Registration Number:	1913368	ARCTIC LIGHTS

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Registration Number:	1913367	STUDIO NOVA
Registration Number:	1907392	JAMESTOWN GOLD
Registration Number:	1910118	ENGLISH COUNTRYSIDE
Registration Number:	2014720	ENGLISH GARDEN
Registration Number:	2072941	SONATA
Registration Number:	1741348	STUDIO NOVA
Registration Number:	1705041	MIKASA
Registration Number:	1616778	CHRISTOPHER STUART
Registration Number:	1620866	MIKASA
Registration Number:	1619471	STUDIO NOVA
Registration Number:	1586822	MAXIMA
Registration Number:	1390821	SAVOIR VIVRE
Registration Number:	1169363	FRENCH COUNTRYSIDE
Registration Number:	1104352	ULTRA CERAM
Registration Number:	1121891	STRATFORD
Registration Number:	1097522	STONECRAFT
Registration Number:	1098182	BONNE CUISINE
Registration Number:	1103912	COUNTRY CLUB
Registration Number:	1090928	POTTERS ART
Registration Number:	1095245	NATURAL BEAUTY
Registration Number:	1095244	STUDIO KRAFT
Registration Number:	1095242	STONE MANOR
Registration Number:	1108699	STUDIO GLAZE
Registration Number:	0741972	CERA-STONE
Registration Number:	0842420	MIKASA
Registration Number:	0802695	ELITE
Registration Number:	0681148	MIKASA

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (617) 856-8145  
Email: IP@brownrudnick.com  
Correspondent Name: Mark S. Leonardo  
Address Line 1: One Financial Center  
Address Line 2: Brown Rudnick Berlack Israels LLP  
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	20728/50
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	11/08/2005

Total Attachments: 9  
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## **TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of September 23, 2005 (this "Agreement"), made by and between **MIKASA LICENSING, INC.**, a Delaware corporation (the "Grantor") in favor of **BANK OF AMERICA, N.A.**, as administrative agent (the "Agent") for itself and certain other lenders.

### **WITNESSETH:**

**WHEREAS**, pursuant to the Loan and Security Agreement dated as of even date hereof by and among the Grantor, Agent and the lenders party thereto (collectively, the "Lenders") and the other obligors party thereto (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Liabilities from time to time owing by the Grantor under the Loan Documents; and

**WHEREAS**, Grantor is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, Grantor hereby agrees with the Agent and Lenders as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Liabilities, Grantor hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders a security interest in and collateral assignment of all of Grantor's now existing or hereafter acquired or existing right, title and interest in (i) its respective trademarks (registered and unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all reissues, extensions or renewals of any of the foregoing; (iii) the entire goodwill of Grantor's business

connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Grantor's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (together with the Trademarks, referred to collectively as the "Trademark Collateral").

3. **No Limitation; Loan Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of evidencing Agent's security interest, for the benefit of itself and the Lenders, in and Grantor's collateral assignment of the Trade Collateral and recording such security interest and collateral assignment with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of Grantor, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Assignments of Trademarks and Goodwill.** In addition to all other rights granted to the Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default under the Loan Agreement, upon notice by Agent to Grantor, Grantor hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the Lenders, Grantor's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of Grantor's business connected with and symbolized by the Trademarks.

5. **Representations and Warranties.** Grantor represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of Grantor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens (other than the liens granted herein and in the Loan Agreement), charges and encumbrances, each of the Trademarks;
- (d) Grantor has good and marketable title to, free and clear of any liens (other than the liens granted herein and in the Loan Agreement), charges and encumbrances, the Trademarks; and
- (e) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

6. **Covenants Regarding Trademark Collateral.**

- (a) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the

registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent written notice thereof within ten (10) business days before the filing thereof, and, upon request of Agent, Grantor shall execute and deliver any and all supplements to this Agreement as Agent may request to evidence Agent's Lien on such Trademark and the general intangibles of Grantor relating thereto or represented thereby.

- (b) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of each Trademark (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless Grantor shall determine in its good faith business judgment that such Trademark is not material to the conduct of its business.
- (c) In the event that Grantor knows that any of the Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent thereof and enter or cause Grantor to enter into a supplement to this Agreement, granting to Agent a Lien in the such commercial tort claim. Grantor shall, unless it shall determine in its good faith business judgment that such Trademark Collateral (or such infringement, misappropriation or dilution) is in no way material to the conduct of its business or operations, promptly sue for or otherwise negotiate a settlement with respect to infringement, misappropriation or dilution and, where commercially reasonable, recover any and all damages for such infringement, misappropriation or dilution, and/or, upon Agent's request, shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Trademark Collateral.

7. **Termination; Release of Collateral.** This Agreement and all obligations of Grantor and the Agent hereunder shall terminate on the date upon which the Liabilities (other than contingent indemnification Liabilities to the extent no claim giving rise thereto has been asserted) are indefeasibly paid and satisfied in full in immediately available funds and all commitments and other obligations of the Agent and Lenders to Grantor have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of Grantor, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

8. **Acknowledgement.** Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment and security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

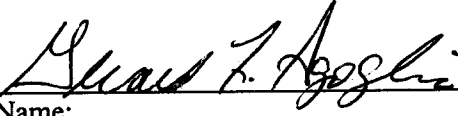
9. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

10. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**MIKASA LICENSING, INC.,  
as Grantor**

By:   
Name:  
Title:

**BANK OF AMERICA, N.A.,  
as Agent**

By: \_\_\_\_\_  
Name:  
Title:




**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**MIKASA LICENSING, INC.,**  
**as Grantor**

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A.,**  
**as Agent**

By:  \_\_\_\_\_  
Name: Kathleen Dimock  
Title: Managing Director

**Schedule 1**

**Registered and Unregistered Trademarks**

# 1385807 v1 - HAFFNEKA - 020728/0050

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

**MIKASA LICENSING, INC.**

**U.S. Registered Trademarks**

<b>No.</b>	<b>Trademark</b>	<b>Assignee</b>	<b>Reg./App. Nos.</b>	<b>Recorded Security Interest</b>
1.	FLAME D'AMORE	Mikasa Licensing, Inc.	2604471	None
2.	ITALIAN COUNTRYSIDE	Mikasa Licensing, Inc	2597467	None
3.	GARDEN BLOOM	Mikasa Licensing, Inc	2593805	None
4.	MIKASA	Mikasa Licensing, Inc.	2249524	None
5.	GARDEN HARVEST	Mikasa Licensing, Inc	2446116	None
6.	ARABELLA	Mikasa Licensing, Inc	2542106	None
7.	PALM DESERT	Mikasa Licensing, Inc.	2513771	None
8.	ADIRONDACK	Mikasa Licensing, Inc	2385000	None
9.	GARDEN HARVEST	Mikasa Licensing, Inc	2418651	None
10.	CHRISTOPHER STUART & DESIGN	Mikasa Licensing, Inc	2225170	None
11.	MIKASA.COM	Mikasa Licensing, Inc.	2396112	None
12.	OPTIMA	Mikasa Licensing, Inc	1918862	None
13.	FLAME D'AMOUR	Mikasa Licensing, Inc.	1905661	None
14.	ARCTIC LIGHTS	Mikasa Licensing, Inc	1913368	None
15.	STUDIO NOVA	Mikasa Licensing, Inc	1913367	None
16.	JAMESTOWN GOLD	Mikasa Licensing, Inc	1907392	None
17.	ENGLISH COUNTRYSIDE	Mikasa Licensing, Inc.	1910118	None
18.	ENGLISH GARDEN	Mikasa Licensing, Inc	2014720	None
19.	SONATA	Mikasa Licensing, Inc	2072941	None
20.	STUDIO NOVA	Mikasa Licensing, Inc.	1741348	None
21.	MIKASA	Mikasa Licensing, Inc	1705041	None
22.	CHRISTOPHER STUART	Mikasa Licensing, Inc	1616778	None
23.	MIKASA	Mikasa Licensing, Inc.	1620866	None
24.	STUDIO NOVA	Mikasa Licensing, Inc	1619471	None
25.	MAXIMA	Mikasa Licensing, Inc	1586822	None
26.	SAVOIR VIVRE	Mikasa Licensing, Inc	1390821	None
27.	FRENCH COUNTRYSIDE	Mikasa Licensing, Inc	1169363	None
28.	ULTRA CERAM	Mikasa Licensing, Inc	1104352	None
29.	STRATFORD	Mikasa Licensing, Inc.	1121891	None

30.	STONECRAFT	Mikasa Licensing, Inc	1097522	None
31.	BONNE CUISINE	Mikasa Licensing, Inc	1098182	None
32.	COUNTRY CLUB	Mikasa Licensing, Inc	1103912	None
33.	POTTERS ART	Mikasa Licensing, Inc.	1090928	None
34.	NATURAL BEAUTY	Mikasa Licensing, Inc	1095245	None
35.	STUDIO KRAFT	Mikasa Licensing, Inc	1095244	None
36.	STONE MANOR	Mikasa Licensing, Inc.	1095242	None
37.	STUDIO GLAZE	Mikasa Licensing, Inc	1108699	None
38.	CERA-STONE	Mikasa Licensing, Inc	0741972	None
39.	MIKASA	Mikasa Licensing, Inc.	0842420	None
40.	ELITE	Mikasa Licensing, Inc	0802695	None
41.	MIKASA	Mikasa Licensing, Inc	0681148	None