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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**03/22/2006**  
**900044800**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oneida Ltd.		03/21/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	1111 Fannin, 10th Floor
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 138**

Property Type	Number	Word Mark
Registration Number:	1079716	ACT I
Registration Number:	0645392	AFFECTION
Registration Number:	1072554	APPLIQUE
Registration Number:	2496315	AQUARIUS
Registration Number:	2195522	AQUARIUS
Registration Number:	0744744	ARBOR ROSE
Registration Number:	0512066	ASHLEY
Registration Number:	0857895	BALLAD
Registration Number:	0876499	BARBARA
Registration Number:	0519569	BARONET
Registration Number:	0846242	BAROQUE ROSE
Registration Number:	0870470	BENNINGTON
Registration Number:	1181156	BLUE RIDGE
Registration Number:	0959353	BOTTICELLI

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Registration Number:	0785546	CANTATA
Registration Number:	0791764	CAROLINA
Registration Number:	0854603	CASA GRANDE
Registration Number:	1706604	CASTLE COURT
Registration Number:	0669893	CHALICE
Registration Number:	0876498	CHATEAU
Registration Number:	0509833	CHAUMONT
Registration Number:	0646815	COLEBROOK
Registration Number:	0134050	COMMUNITY
Registration Number:	0712476	COMMUNITY
Registration Number:	0337956	CORONATION
Registration Number:	0837891	COUNTRYSIDE
Registration Number:	1496810	REGO
Registration Number:	1725476	DAMASK ROSE
Registration Number:	0542855	DAMASK ROSE
Registration Number:	2617375	DELCO
Registration Number:	2617374	DELCO
Registration Number:	2620379	DELCO
Registration Number:	0849379	DOVER
Registration Number:	0889693	DOVER
Registration Number:	0984215	DU MAURIER
Registration Number:	1177304	DUNES
Registration Number:	1362989	EASTON
Registration Number:	0787771	EBBTIDE
Registration Number:	0247949	ENCHANTMENT
Registration Number:	0796375	ENVOY
Registration Number:	2266744	ETAGE
Registration Number:	0512068	ETON
Registration Number:	0274966	FLIGHT
Registration Number:	0685541	FLIRTATION
Registration Number:	0876507	FOREVER
Registration Number:	0785941	FROSTFIRE
Registration Number:	0798089	GLEN COVE
Registration Number:	0857896	GRANDEUR
Registration Number:	0436275	HARMONY

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Registration Number:	0436276	HEIRESS
Registration Number:	0977690	HEIRLOOM
Registration Number:	1354120	HEIRLOOM
Registration Number:	2036837	HEIRLOOM
Registration Number:	1216751	HICKORY
Registration Number:	1362990	JUILLIARD
Registration Number:	0846810	JEFFERSON
Registration Number:	0849007	KENWOOD
Registration Number:	0894079	LOUISIANA
Registration Number:	1362987	LTD
Registration Number:	2075123	MAJESTICWARE
Registration Number:	0506560	MANSION HOUSE
Registration Number:	0854095	MANSION PARK
Registration Number:	1362988	MARQUETTE
Registration Number:	0844559	MARTINIQUE
Registration Number:	0645401	MAYBROOK
Registration Number:	0899170	MELISSA
Registration Number:	0900228	MICHELANGELO
Registration Number:	0884999	MICHELANGELO
Registration Number:	0758812	MIDSUMMER
Registration Number:	0964131	MODERN ANTIQUE
Registration Number:	0899171	MONTE CARLO
Registration Number:	0833190	NOBILITY
Registration Number:	0280604	NOBLESSE
Registration Number:	1989764	NORTHLAND
Registration Number:	1208446	NOTTINGHAM
Registration Number:	2031987	ONEIDA
Registration Number:	0631695	ONEIDA
Registration Number:	0582551	ONEIDA
Registration Number:	0850953	ONEIDA
Registration Number:	0851740	ONEIDA
Registration Number:	0983899	ONEIDA
Registration Number:	1177324	ONEIDA
Registration Number:	2263002	ONEIDA
Registration Number:	2230913	ONEIDA

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Registration Number:	2567148	ONEIDA
Registration Number:	2299604	ONEIDA
Registration Number:	2525748	ONEIDA
Registration Number:	2141599	ONEIDA
Registration Number:	2096127	ONEIDA
Registration Number:	2146917	ONEIDA
Registration Number:	2540802	ONEIDA
Registration Number:	2883927	ONEIDA
Registration Number:	2606501	ONEIDA.COM
Registration Number:	0870429	ONEIDACRAFT
Registration Number:	2573555	ONEIDAWARE
Registration Number:	0185759	ONEIDA COMMUNITY
Registration Number:	0818237	ONEIDA
Registration Number:	0818253	ONEIDA
Registration Number:	1002638	ONEIDA THE SILVER CUBE. OUR SILVERSMITHS' MARK OF EXCELLENCE.
Registration Number:	2806347	ONEIDA HOME
Registration Number:	1065754	OL ONEIDA
Registration Number:	2277051	PALETTE
Registration Number:	0439623	PARK LANE
Registration Number:	0635891	PEER
Registration Number:	0876503	PENDANT
Registration Number:	2435750	PORT OF CALL
Registration Number:	0953095	POST ROAD
Registration Number:	0876501	PROPOSAL
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	0755945	1881 ROGERS STAINLESS
Registration Number:	0876500	RIO
Registration Number:	097079	1881 R ROGERS R
Registration Number:	0805167	WM. A. ROGERS
Registration Number:	0805119	WM. A. ROGERS
Registration Number:	0844991	ROYAL PROVINCIAL
Registration Number:	0787772	ROYAL YORK
Registration Number:	2386731	SANT'ANDREA

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Registration Number:	2469654	SANTANDREA
Registration Number:	0838656	SATINIQUE
Registration Number:	0439625	SENECA
Registration Number:	0847602	SILVER ARTISTRY
Registration Number:	1968249	SOUTHERN GARDEN
Registration Number:	2355306	SP
Registration Number:	0528493	STANTON HALL
Registration Number:	0879889	SWEET BRIAR
Registration Number:	2408298	TABLETRENDZ
Registration Number:	2049760	THE ART OF DINING
Registration Number:	0874194	THOR
Registration Number:	02513666	TORSADE
Registration Number:	2195521	UNITY
Registration Number:	1158866	VALERIE
Registration Number:	2195520	VECTRA
Registration Number:	0850218	WILL 'O' WISP
Registration Number:	0875082	WILL 'O' WISP
Registration Number:	0857866	WOODMERE
Registration Number:	2425852	ONEIDA
Registration Number:	2834012	SAKURA

## CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	049065-08/0132
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	03/22/2006

Total Attachments: 41  
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EXECUTION VERSION

## SECURITY AND PLEDGE AGREEMENT

**SECURITY AND PLEDGE AGREEMENT** (the "Security Agreement"), dated as of March 21, 2006, by and among ONEIDA LTD., a New York corporation (the "Borrower"), a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, and the domestic direct and indirect subsidiaries of the Borrower signatory hereto (each a "Guarantor" and collectively, the "Guarantors"; the Borrower and the Guarantors are referred to herein individually as a "Grantor" and collectively as the "Grantors"), each of which Guarantors is a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the cases of the Borrower and the Guarantors, each a "Case" and collectively, the "Cases"), and JPMORGAN CHASE BANK, N.A., a national banking association ("JPMCB") as collateral agent (in such capacity, the "Agent") for the financial institutions from time to time party to the Credit Agreement (the "Lenders").

**WHEREAS**, unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined; and

**WHEREAS**, contemporaneously with the execution and delivery of this Security Agreement, the Agent, the Lenders and the Grantors are entering into a Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, amended and rested, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"); and

**WHEREAS**, it is a condition precedent to the making of Loans and the issuance of Letters of Credit that the Grantors shall have granted a security interest, pledge and lien on (x) all cash and cash equivalents maintained in the Letter of Credit Account pursuant to Section 364(c)(2) of the Bankruptcy Code and (y) subject to the exclusions from Collateral (as defined herein) set forth herein, substantially all of the Grantors' assets and properties and the proceeds thereof pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, in each case as more fully set forth in the Orders; and

**WHEREAS**, the grant of such security interest, pledge and lien has been authorized pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order and (after its entry by the Bankruptcy Court) the Final Order; and,

**WHEREAS**, to supplement the Interim Order and (when applicable) the Final Order without in any way diminishing or limiting the effect of the Interim Order and (when applicable) the Final Order or the security interest, pledge and lien granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with such security interest, pledge and lien; and

**WHEREAS**, this Security Agreement has been approved by the Interim Order and (after its entry by the Bankruptcy Court) the Final Order;

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**NOW, THEREFORE**, in consideration of the premises and in order to induce the Lenders to make Loans and issue Letters of Credit, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Grant of Security and Pledge.** Each of the Grantors hereby grants and pledges to the Agent for its benefit and the ratable benefit of the Lenders, a perfected pledge and security interest in all of each Grantors' right, title and interest in and to the following (collectively, the "Collateral"), which pledge and security interest shall be subject to the priorities set forth in Section 2.23 of the Credit Agreement and the Interim Order and (when applicable) the Final Order:

- (a) all present and future accounts, accounts receivable and other rights of each of the Grantors to payment for goods sold or leased or for services rendered, deposit accounts and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or rendering of services, in all cases whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance, and all rights now or hereafter existing in and to all obligations and in and to all security agreements, mortgages, Liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (in each case, to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder) (any and all of such accounts, chattel paper, instruments, deposit accounts, letter of credit rights, general intangibles and other obligations, to the extent not referred to in clauses (e) and (g) below) (collectively, the "Accounts");
- (b) all goods and merchandise now owned or hereafter acquired by each of the Grantors wherever located, whether in the possession of a Grantor or of a bailee or other person for sale, storage, transit, processing, use or otherwise consisting of whole goods, components, supplies, materials, or consigned, returned or repossessed goods which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work-in-process, finished goods or materials used or consumed in such Grantor's business or processed by or on behalf of any Grantor (collectively, the "Inventory");
- (c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods and equipment of every type and description and all parts thereof and all accessions thereto and all software related thereto, including, without limitation, software that is embedded in and is a part of any of the foregoing (other than Inventory), in each instance whether now owned or hereafter acquired by each of the Grantors and wherever located (collectively, the "Equipment");
- (d) all rights, interests, choses in action, causes of action, claims and all other intangible property of each of the Grantors of every kind and nature (other than Accounts, Trademarks, Patents and Copyrights), in each instance whether now owned or hereafter acquired by such Grantor, including, without limitation, all general intangibles and payment intangibles, but excluding avoidance causes of action under the Bankruptcy Code (it being understood and agreed, however, that the proceeds of any such avoidance actions shall be available to repay the Obligations); all corporate and other business records; all loans, royalties, and other obligations receivable; all inventions, designs, trade secrets (including, without limitation, confidential and



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proprietary information, "know how", trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, technical data, financial marketing and business data, pricing and cost information and business and marketing plans), computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer and supplier lists, credit files, correspondence, and advertising materials (in each case, to the extent the same are assignable by such Grantor under applicable law); all customer and supplier contracts, firm sale orders, rights under license and franchise agreements (including all license agreements with any other Person in connection with any of the Patents and Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement but, in each case, only to the extent such license agreements are assignable by such Grantor under applicable law without the consent of the licensor thereunder), and other contracts and contract rights (to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder); all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property (in each case, to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder); all payments due or made to each of the Grantors in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all commercial tort claims, including, but not limited to, those commercial tort claims listed on Schedule 6; all deposit accounts (general or special) with any bank or other financial institution (other than payroll and trust accounts); all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which each of the Grantors is beneficiary; and all letters of credit, letter of credit rights, guaranties, liens, security interest and other security held by or granted to each of the Grantors; and all other intangible property, whether or not similar to the foregoing (collectively, the "General Intangibles");

(e) all chattel paper (including tangible paper and electronic chattel paper), all documents, all instruments, all notes and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, and all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by each of the Grantors;

(f) all property or interests in property now or hereafter acquired by any of the Grantors which may be owned or hereafter may come into the possession, custody or control of the Agent or any agent or affiliate of the Agent in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of each of the Grantors, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credits, stocks, bonds, and debt and equity securities, whether or not certificated (including, without limitation, all (A) securities, whether certificated or uncertificated, (B) security entitlements, (C) securities accounts, (D) commodity contracts and (E) commodity accounts), warrants, options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money (including, without limitation, all cash and cash equivalents held in the Letter of Credit Account); (iii) proceeds of loans, including, without limitation, Loans made under the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the property covered by this Security

Agreement; together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof;

(g) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, and any licenses with respect thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 3 annexed hereto and made a part hereof, and all reissues, extensions or renewals thereof and all licenses thereof (in each case, to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder) (together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, all of the foregoing being herein referred to as the "Trademarks");

(h) all (i) letters patent of the United States or any other country, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 3 annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (in each case, to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder) (all of the foregoing being herein referred to as the "Patents");

(i) all copyrights of the United States, or any other country, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 3 hereto and all renewals and extensions thereof and all licenses thereof (in each case, to the extent assignable by such Grantor under applicable law without the consent of other parties thereunder) (to the extent the same are assignable by such Grantor under applicable law without the consent of the licensor or owner thereunder) (all of the foregoing being herein referred to as the "Copyrights");

(j) all books, records, ledger cards and other property at any time evidencing or relating to the Collateral;

(k) all investment property, including without limitation, (i) all of the shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person (collectively, the

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"Equity Interests") owned by each Grantor, as applicable, listed on Schedule 5 hereto of the issuers listed thereon (individually, an "Issuer" and collectively, the "Issuers") and any Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "Pledged Equity Interests"); (ii) the debt securities owned by it which are listed opposite the name of such Grantor on Schedule 5 hereto and any debt securities issued in the future to such Grantor and the promissory notes and any other instruments evidencing such debt securities; (iii) all other property that may be delivered to and held by the Agent pursuant to the terms hereof; (iv) subject to Section 9 below, all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed, in respect of, in exchange for or upon the conversion of the securities referred to in clauses (i) and (ii) above; and (v) subject to Section 9 below, all rights and privileges of each Grantor, as applicable, with respect to the securities and other property referred to in clauses (i), (ii), (iii) and (iv) (the items referred to in clauses (i) through (v) being collectively called the "Pledged Collateral");

(l) all other personal property of each of the Grantors, whether tangible or intangible, and whether now owned or hereafter acquired;

(m) all other investment property to the extent not otherwise referred to in this Section 1 in which any of the Grantors has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, distributions, value, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all subscription warrants, rights or options issued thereon or with respect thereto; and

(n) all proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

Notwithstanding anything contained herein to the contrary, (i) the total amount of shares of capital stock or other ownership interests of any Person pledged pursuant to this Security Agreement that is not incorporated or organized in the United States shall in no event exceed sixty-five percent (65%) of the total outstanding shares of capital stock or such other ownership interests thereof, (ii) the Collateral shall not include equipment and related goods owned by any Grantor on the date hereof or hereafter acquired that is subject to a Lien securing purchase money Indebtedness or Capitalized Leases permitted to be incurred pursuant to the provisions of the Credit Agreement if the contract or other agreement in which such Lien is granted (or the documentation providing for such purchase money Indebtedness or Capitalized Lease) prohibits the creation of any other Lien on such Equipment and related goods; in the cases of the foregoing clause (ii), the proceeds of such interests and assets shall be subject to the assignment and grant hereunder and available to repay the Obligations and (iii) the Collateral shall not include the Excluded First Lien Collateral.

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**SECTION 2. Security for Obligations.** This Security Agreement and the Collateral secure the payment of all obligations of each of the Grantors, now or hereafter existing, under the Credit Agreement and the other Loan Documents (and any other documents in respect of such obligations), and in respect of indebtedness owed to the Agent, the Lenders and any of their respective banking Affiliates permitted by Section 6.03(vi) of the Credit Agreement and to the Hedging Lender permitted by Section 6.03(viii) of the Credit Agreement, whether for principal, interest, fees, expenses or otherwise, and all obligations of each of the Grantors now or hereafter existing under or in respect of this Security Agreement (all such obligations of the Grantor being herein called the "Obligations").

**SECTION 3. Delivery of Pledged Collateral; Other Action.** Promptly upon written request by the Agent (and without further order of the Bankruptcy Court), all certificates or instruments representing or evidencing the Pledged Collateral shall be delivered to and held by the Agent pursuant hereto and shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent. All such certificates or instruments previously delivered by the Grantors to the Existing Agent shall be deemed to be held by the Agent. Upon the occurrence and during the continuance of any Event of Default, the Agent shall have the right (for the notable benefit of the Lenders), at any time in its discretion and without notice to the Grantors to transfer to or to register in the name of the Agent or any of its nominees any or all of the Pledged Collateral.

**SECTION 4. Representations and Warranties.** Each Grantor, jointly and severally, represents and warrants as follows:

(a) As of the Filing Date, (i) all of the Inventory and/or Equipment which constitutes collateral is located at the places specified in Schedule 1 hereto (other than goods in transit and Equipment maintained with suppliers in the ordinary course of business); (ii) the chief places of business and chief executive offices of each of the Grantors and the offices where each Grantor keeps substantially all of its records concerning Accounts and all originals of chattel paper which evidences Accounts are located at the places specified in Schedule 2 hereto; and (iii) all trade names under which each of the Grantors have sold and will sell Inventory are listed on Schedule 3 hereto.

(b) Each Grantor's exact legal name is indicated on the signature pages hereof. Each Grantor is an organization of the type and is organized under the laws of the jurisdiction listed on Schedule 4 hereto. Each of the Grantors is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, as set forth in Schedule 4. Schedule 4 hereto accurately sets forth each Grantor's organizational identification number (or accurately states that it has none) and taxpayer identification number.

(c) Each of the Grantors owns the Collateral free and clear of any Lien except for the Lien created by this Security Agreement, the Interim Order and (when applicable) the Final Order and except as permitted under Section 6.01 of the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except (x) such as may have been filed in favor of the Agent relating to this Security Agreement and (y) in favor of any holder of a Lien permitted under Section 6.01 of the Credit Agreement.

(d) As of the Filing Date, no Grantor owns any material Trademarks, Patents or Copyrights or has any material Trademarks, Patents or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those described in Schedule 3 hereto. The registrations for the Trademarks, Patents and Copyrights disclosed on such Schedule 3 hereto are valid and subsisting and in full force and effect to the extent they are material to the assets, properties, condition (financial or otherwise) or operations of the Grantors taken as a whole. None of the material Patents or Copyrights have been abandoned or dedicated, to the extent they are material to the assets, properties, condition (financial or otherwise) or operations of the Grantors taken as a whole.

(e) The Pledged Equity Interests have been duly authorized and validly issued and, to the extent applicable, are fully paid and non-assessable. None of the Pledged Equity Interests have been issued or transferred by a Grantor in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer is subject.

(f) Each Grantor, as the case may be, is the legal and beneficial owner of the Pledged Equity Interests as described on Schedule 5, free and clear of any Lien, except for the Liens created by this Security Agreement and the Interim Order and (when applicable) the Final Order and Liens permitted under Section 6.01 of the Credit Agreement.

(g) Each Grantor has good and marketable title in fee simple to, or valid leasehold interests in, all real property used in the ordinary conduct of its business, except for such defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the assets, properties, condition (financial or otherwise) or operations of the Grantors taken as a whole.

(h) Except as disclosed on Schedule 5, the Pledged Equity Interests described in Section 1(k) hereof constitute all of the issued and outstanding shares of stock of each of the Issuers held by such Grantor and no Issuer that is a Grantor (and, to such Grantor's knowledge, no Issuer that is not a Grantor) is under any contractual obligation to issue any additional shares of stock or any other securities, rights or indebtedness.

(i) Except for the Interim Order and the Final Order, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant and pledge by each of the Grantors of the security interests granted hereby or for the execution, delivery or performance of this Security Agreement by each of the Grantors or (ii) for the perfection of the security interests or the exercise by the Agent of its rights and remedies hereunder except as may be required in connection with the pledge of the capital stock or other ownership interests of any Person that is not incorporated or organized in the United States.

#### SECTION 5. Further Assurances.

(a) Each of the Grantors agrees that from time to time, at the expense of the Grantors, it will promptly execute and deliver all further instruments and documents, and take all

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further action, that may be necessary, or that the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral in accordance with the terms hereof. Without limiting the generality of the foregoing, and without further order of the Bankruptcy Court, each of the Grantors (i) hereby authorizes the Agent to file such initial financing or continuation statements, or amendments thereto, (ii) will, at the request of the Agent, enter into control agreements with respect to any Collateral (or take such other steps as may be reasonably requested by the Agent to establish control over the Collateral), except with respect to payroll, petty cash and trust accounts (it being understood and agreed that the Agent is deemed to be the secured party under any account control agreements previously delivered by the Grantors to the Existing Agent), (iii) will deliver to the Agent possession of Collateral (accompanied by instruments of transfer or assignment duly executed in blank as may be reasonably requested by the Agent) (it being understood and agreed that the Agent is deemed to be in possession of Collateral previously delivered by the Grantors to the Existing Agent) and (iv) will execute and file such other instruments or notices, in each case, as may be necessary in the reasonable judgment of the Agent, or as the Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more initial financing or continuation statements (including the description of the Collateral as "all assets" or "all personal property" of such Grantor), and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor shall provide Agent with at least twenty (20) Business Days' prior written notice of (i) any change in the name, organizational structure or jurisdiction of organization of such Grantor, (ii) a change in the organizational identification number of such Grantor and (iii) any change in the location of the chief executive office of such Grantor or place of business of such Grantor if it only has one place of business. Each Grantor shall also promptly, but in any event within ten (10) Business Days of receipt of an organizational identification number, if such Grantor did not previously have one, notify the Agent of the receipt thereof.

**SECTION 6. As to Equipment and Inventory. Each Grantor shall:**

(a) Keep the Equipment and Inventory which constitute Collateral (other than Inventory sold in the ordinary course of business and Equipment and Inventory in transit, out for repair or maintained by suppliers in the ordinary course of business) at the places specified therefor in Schedule I hereto or at other places in jurisdictions where all action required by Section 5 shall have been taken to assure the continuation of the perfection of the security interest of the Agent (for its benefit and the ratable benefit of the Lenders) with respect to such Equipment and Inventory (other than Inventory consigned to Persons in jurisdictions located outside of the United States in the ordinary course of business consistent with past practice and

written notice of which shall have been given to the Agent). Each Grantor agrees to advise the Agent promptly of any change in location of Equipment and Inventory.

(b) Subject to provisions of the Credit Agreement, maintain or cause to be maintained in good repair, working order and condition, excepting ordinary wear and tear and damage due to casualty, all of the Equipment which constitutes Collateral that is material to the business, and make or cause to be made all necessary repairs, renewals and replacements thereof, to the extent such Equipment is not obsolete, surplus, uneconomical or negligible and consistent with past practice of such Grantor, as quickly as reasonably practicable after the occurrence of any loss or damage thereto which are necessary or reasonably desirable to such end, except where the failure to do any of the foregoing would not result in a material adverse effect on the assets, properties, condition (financial or otherwise) or operations of the Grantors, taken as a whole.

(c) Subject to Section 15 and until satisfaction in full of the Obligations (other than contingent indemnification Obligations after the repayment of all other Obligations and the termination of the Commitment), at any time when an Event of Default has occurred and is continuing: (i) each Grantor will perform any and all reasonable actions requested by the Agent to enforce the Agent's security interest in the Inventory and/or Equipment and all of the Agent's rights hereunder, such as subleasing warehouses to the Agent or its designee, placing and maintaining signs, appointing custodians, transferring Inventory to warehouses, using commercially reasonable efforts to obtain acknowledgments of bailees and delivering to the Agent warehouse receipts and documents of title in the Agent's name; (ii) if any material amount of Inventory and/or Equipment is in the possession or control of any of the Grantors' agents, contractors or processors or any other third party (other than in connection with a temporary relocation of such Collateral for a limited time such that the perfection of the security interests in such Collateral is not adversely affected thereby), each such Grantor will notify the Agent thereof and will notify such agents, contractors or processors or third party of the Agent's security interest therein and use commercially reasonable efforts to obtain their acknowledgment thereof and, upon request, instruct them to hold all such Collateral for the Agent and such Grantor's account, as their interests may appear, and subject to the Agent's instructions; (iii) the Agent shall have the right to hold all Inventory and/or Equipment subject to the security interest granted hereunder; and (iv) the Agent shall have the right to take possession of the Inventory and/or Equipment or any part thereof and to maintain such possession on such Grantor's premises or to remove any or all of such Collateral to such other place or places as the Agent desires in its sole discretion. If the Agent exercises its right to take possession of any or all of the Inventory and/or Equipment, such Grantor, upon the Agent's demand, will assemble such Collateral and make it available to the Agent at such Grantor's premises at which it is located.

#### SECTION 7. As to Accounts.

(a) Each Grantor shall keep its place of business or chief executive office and the offices where it keeps substantially all of its records concerning the Accounts, and the offices where it keeps all originals of all chattel paper which evidence Accounts, at the location or locations therefor specified in Section 4(a) or, upon twenty (20) Business Days' prior written notice to the Agent, at such other locations in a jurisdiction where all actions required by Section 5 shall have been taken with respect to the Accounts. Each Grantor will hold and preserve such

records and chattel paper and will permit representatives of the Agent, at any time during normal business hours and upon reasonable prior written notice, to inspect and make abstracts from such records and chattel paper in accordance with Section 5.06 of the Credit Agreement.

(b) Except as otherwise provided in this subsection (b), each Grantor shall continue to collect in accordance with its customary practice, at its own expense, all amounts due or to become due to such Grantor under the Accounts and, prior to the occurrence and continuance of an Event of Default, such Grantor shall have the right to adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon, all in accordance with its customary practices. In connection with such collections, the Grantors may, upon the occurrence and during the continuation of an Event of Default, take (and at the direction of the Agent shall take) such action as the Grantors or the Agent may reasonably deem necessary or advisable to enforce collection of the Accounts; provided, that upon written notice by the Agent to any Grantor, following the occurrence and during the continuation of an Event of Default, of its intention so to do, the Agent shall have the right to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice referred to in the proviso to the preceding sentence, and unless and until (x) such notice is rescinded by the Agent by written notice to such Grantor or (y) an Event of Default shall no longer be continuing (i) all amounts and proceeds (including instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Agent (for the ratable benefit of the Lenders) hereunder, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) if such Event of Default shall have been cured or waived, released to the Grantors promptly or (B) if such Event of Default shall be continuing, applied as provided by Section 15, and (ii) the Grantors shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon, without the consent of the Agent.

**SECTION 8. As to Trademarks, Patents and Copyrights.**

(a) Each Grantor shall, either itself or through licensees, continue to use the Trademarks as each is currently used in the Grantor's business in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and each such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated, unless such failure to use a Trademark or such invalidation is not reasonably likely to have a material adverse effect on the assets, properties, condition (financial or otherwise) or operations of the Grantors taken as a whole.

(b) No Grantor will do any act, or omit to do any act, whereby the Patents or Copyrights may become abandoned or dedicated and each such Grantor shall notify the Agent immediately if it knows of any reason that any application or registration may become



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abandoned or dedicated, unless such abandonment or dedication is not reasonably likely to have a material adverse effect on the condition (financial or otherwise), operations or properties of the Grantors taken as a whole.

(c) No Grantor will, either itself or through any agent, employee, licensee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or (ii) file any assignment of any patent or trademark, which such Grantor may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless such Grantor shall, within thirty (30) days after the date of such filing, notify the Agent thereof, and, upon the reasonable request of the Agent, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's interest in such Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes the Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations (other than contingent indemnification Obligations after the repayment of all other Obligations and the termination of the Commitment) are paid in full.

(d) Each Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain in all material respects each application and registration of all material Trademarks, Patents and Copyrights which are reasonably necessary to the conduct of such Grantor's business, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(e) Each Grantor will, without further order of the Bankruptcy Court, perform all acts and execute and deliver all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, and the United States Copyright Office, respectively, reasonably requested by the Agent at any time to evidence, perfect, maintain, record and enforce the Agent's interest in all material Trademarks, Patents and Copyrights or otherwise in furtherance of the provisions of this Security Agreement, and each Grantor hereby authorizes the Agent to execute and file one or more accurate financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to material Patents, Trademarks and Copyrights signed only by the Agent.

(f) Each Grantor will, upon acquiring actual knowledge of any use by any person of any term or design likely to cause confusion with any material Trademark, promptly notify the Agent, and if requested by the Agent, shall join with the Agent, at such Grantor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to such Trademarks.

**SECTION 9. As to the Pledged Collateral; Voting Rights; Dividends; Etc.**

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(a) So long as no Event of Default shall have occurred and be continuing:

(i) the Grantors (as applicable) shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Security Agreement provided, however, that no such action may be taken that would be inconsistent with the provisions of any Loan Document.

(ii) notwithstanding the provisions of Section 1 hereof, such Grantors shall be entitled to receive and retain any and all dividends and other distributions paid in respect of the Pledged Collateral to the extent not in violation of the Credit Agreement; provided, that any and all

(A) dividends paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral,

(B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(C) cash paid, payable or otherwise distributed in respect of, or in redemption of, or in exchange for, any Pledged Equity Interests;

shall be, and shall be forthwith delivered to the Agent to hold as Pledged Collateral and shall, if received by any of the Grantors, be received in trust for the benefit of the Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Agent as Pledged Collateral in the same form as so received (with any necessary endorsement); and

(iii) the Agent shall execute and deliver (or cause to be executed and delivered) to the Grantors (as applicable) all such proxies and other instruments as the Grantors (as applicable) may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends which it is authorized to receive and retain pursuant to paragraph (ii) above;

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) upon written notice from the Agent to the Grantors (as applicable) to such effect, all rights of such Grantors (as applicable) to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 9(a)(i) and to receive the dividends which it would otherwise be authorized to receive and retain pursuant to Section 9(a)(ii) shall cease, and all



such rights shall thereupon become vested in the Agent, who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Collateral any such dividends; and

(ii) all dividends which are received by such Grantors contrary to the provisions of paragraph (i) of this Section 9(b) shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

After any and all Events of Default have been cured or waived, (i) each Grantor shall have the right to exercise the voting, managerial and other consensual rights and powers that it would otherwise be entitled to pursuant to Section 9(a) hereof and receive the payments, proceeds, dividends, distributions, monies, compensation, property, assets, instruments or rights which it would have been authorized to receive and retain pursuant to Section 9(a) and (ii) promptly after such cure or waiver, the Agent shall repay and deliver to each Grantor all cash and monies that such Grantor is entitled to retain pursuant to Section 9(a) which was not applied in repayment of the Obligations.

SECTION 10. Insurance. Each Grantor will comply with all the applicable provisions of the Credit Agreement with respect to the maintenance of insurance and proceeds thereof.

SECTION 11. Transfers to Others; Liens; Additional Shares. Each Grantor shall not:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except for sales, assignments or other dispositions otherwise permitted by Section 6.11 of the Credit Agreement.

(b) Create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral to secure any obligation of any person or entity, except for the security interest created by this Security Agreement, the Credit Agreement and the Interim Order and (when applicable) Final Order, or except as otherwise permitted by Section 6.01 of the Credit Agreement.

(c) Each of the Grantors (as applicable) agrees that it will (i) cause each of the Issuers that are wholly-owned Subsidiaries not to issue any stock or other securities in addition to or substitution for the Pledged Equity Interests issued by such Issuer, except to the respective Grantor and (ii) pledge hereunder, promptly upon its receipt thereof, any and all such additional shares of stock or other securities of each Issuer of the Pledged Equity Interests, subject to the last sentence of Section 1 hereof.

SECTION 12. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent such Grantor's attorney-in-fact (which appointment shall be irrevocable and deemed coupled with an interest), with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion and with three (3) Business Days' notice to such Grantor, upon and during the occurrence and



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continuation of an Event of Default, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

- (i) to obtain and adjust insurance required to be paid to the Agent pursuant to Section 10 hereof,
- (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,
- (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) or (ii) above,
- (iv) to receive, endorse and collect all instruments made payable to the Grantors representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, and
- (v) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Collateral.

**SECTION 13. Agent May Perform; Fees and Expenses.** If any Grantor fails to perform any agreement contained herein, upon prior written notice to such Grantor, the Agent may itself perform, or cause performance of, such agreement, and the reasonable fees and expenses of the Agent and its Affiliates (including the reasonable fees, disbursements and other charges of counsel to the Agent and its Affiliates, and of the Agent's and its Affiliates' internal and third-party consultants) shall be payable by the Grantors promptly upon written demand.

**SECTION 14. The Agent's Duties.** The powers conferred on the Agent hereunder are solely to protect its interest and the interests of the Lenders in the Collateral and, except as set forth in the following sentence, shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, including, without limitation, ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not the Agent has or is deemed to have knowledge of such matters.

**SECTION 15. Remedies.** If any Event of Default shall have occurred and be continuing, and subject to the provisions of Section 7 of the Credit Agreement and the priorities and other terms set forth in Section 2.23 of the Credit Agreement and the Interim Order and (after its entry by the Bankruptcy Court) the Final Order:

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(a) The Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, and without application to or order of the Bankruptcy Court, all the rights and remedies of a secured party on default under the Uniform Commercial Code and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to all parties and (ii) without notice except as specified in the following sentence, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of such sale shall be required by law, at least ten (10) days' notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Agent may instruct the Grantors not to make any further use of the Patents, Copyrights or Trademarks or any mark similar thereto for any purpose to the extent that such use would be inconsistent with the exercise by the Agent of any other remedies under this Section.

(c) The Agent may license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, Patents or Copyrights throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine.

(d) The Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantors in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and each of the Grantors hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement except claims involving the gross negligence, willful misconduct or bad faith of the Agent.

(e) In the event of any such license, assignment, sale or other disposition of the Collateral, or any part of it, upon the request of the Agent, each Grantor shall supply its know-how and expertise relating to the Trademarks, Patents or Copyrights, and its customer lists and other records relating to the Trademarks, Patents or Copyrights to the Agent or its designee.

(f) In order to implement the assignment, sale or other disposal of any of the Trademarks, Patents or Copyrights, the Agent may, in compliance with this section, pursuant to the authority granted in Section 12 hereof, execute and deliver on behalf of the Grantors, one or more instruments of assignment of the Trademarks, Patents or Copyrights (or any application of registration thereof), in form suitable for filing, recording or registration in any country.

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(g) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied (after payment of any amounts payable to the Agent pursuant to Section 16 hereof) in whole or in part against, all or any part of the Obligations in such order as provided for in the Credit Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all outstanding Obligations and the termination of the Commitment shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(h) If at any time when the Agent shall determine to exercise its right to sell all or any part of the Pledged Collateral pursuant to this Section 15, such Pledged Collateral or the part thereof to be sold shall not be effectively registered under the Securities Act of 1933, as amended, and as from time to time in effect, and the rules and regulations thereunder (the "Securities Act"), the Agent is hereby expressly authorized to sell such Pledged Collateral or such part thereof by private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that such sale may legally be effected without such registration. Without limiting the generality of the foregoing, in any such event the Agent, in compliance with applicable securities laws, (a) may proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or such part thereof shall have been filed under such Securities Act, (b) may approach and negotiate with a restricted number of potential purchasers to effect such sale and (c) may restrict such sale to purchasers as to their number, nature of business and investment intention including, without limitation, to purchasers each of whom will represent and agree to the satisfaction of the Agent that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Pledged Collateral, or part thereof; it being understood that the Agent may cause or require each Grantor, and each Grantor hereby agrees upon the written request of the Agent, to cause (i) a legend or legends to be placed on the certificates to be delivered to such purchasers to the effect that the Pledged Collateral represented thereby have not been registered under the Securities Act and setting forth or referring to restrictions on the transferability of such securities; and (ii) the issuance of stop transfer instructions to such Issuer's transfer agent, if any, with respect to the Pledged Collateral, or, if such Issuer transfers its own securities, a notation in the appropriate records of such Issuer. In the event of any such sale, each Grantor does hereby consent and agree that the Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price which the Agent may deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might be realized if the sale were public and deferred until after registration as aforesaid.

#### SECTION 16. Indemnity and Expenses.

(a) Each Grantor, jointly and severally, agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities directly arising from the Agent's own gross negligence, willful misconduct or bad faith (or the gross negligence, willful misconduct or bad faith of its agents, officers, directors, employees or affiliates).

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(b) The Grantors will promptly upon written demand pay to the Agent the amount of any and all reasonable fees and reasonable out-of-pocket expenses of the Agent and its Affiliates (including the reasonable fees, disbursements and other charges of counsel to the Agent and its Affiliates and of the Agent's and its Affiliates' internal and third-party consultants) which the Agent and its Affiliates may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by any of the Grantors to perform or observe any of the provisions hereof.

(c) The Grantors assume all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights except to the extent such liability is a direct result of the Agent's own gross negligence, willful misconduct or bad faith.

(d) Each of the Grantors agrees that the Agent does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by any of the Grantors, and except as the same may have resulted directly from the gross negligence, willful misconduct or bad faith of the Agent finally determined by a court of competent jurisdiction, each of the Grantors hereby jointly and severally agree to indemnify and hold the Agent harmless with respect to any and all claims by any person relating thereto.

**SECTION 17. Security Interest Absolute.** All rights of the Agent and security interests hereunder, and all obligations of each of the Grantors hereunder, shall be absolute and unconditional, irrespective of any circumstance which might constitute a defense available to, or a discharge of, any guarantor or other obligor in respect of the Obligations other than payment in full of the Obligations after the repayment of all other Obligations and the termination of the Commitment.

**SECTION 18. Amendments; Etc.** No amendment or waiver of any provision of this Security Agreement, nor any consent to any departure by any of the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**SECTION 19. Addresses for Notices.** All notices and other communications provided for hereunder shall be in writing and shall be given in accordance with the applicable provisions of the Credit Agreement.

**SECTION 20. Continuing Security Interest.** This Security Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations (other than contingent indemnification Obligations after the repayment of all other Obligations and the termination of the Commitment) and the replacement or Cash Collateralization of the Letters of Credit pursuant to Section 2.03(j) of the Credit Agreement, (ii) be binding upon each of the Grantors, their respective permitted successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the



benefit of the Agent and each of the Lenders and their respective permitted successors, transferees and assigns. Upon the payment in full of the Obligations (other than contingent indemnification Obligations after the repayment of all other Obligations and the termination of the Commitments) and the replacement or Cash Collateralization of the Letters of Credit pursuant to Section 2.03(j) of the Credit Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors subject to any other existing liens, security interests or encumbrances on such Collateral. Upon any sale, transfer, assignment, disposition or other transfer by any of the Grantors of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.09 of the Credit Agreement, the security interest in such Collateral shall automatically release. Upon any such termination, the Agent will, at the Grantor's expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

**SECTION 21. Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York and by Federal law (including, without limitation, the Bankruptcy Code) to the extent the same has pre-empted the law of the State of New York or such other jurisdiction.

**SECTION 22. Headings.** Section headings in this Security Agreement are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose.

**SECTION 23. Execution in Counterparts.** This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or by electronic mail in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

**[Signature Pages Follow]**



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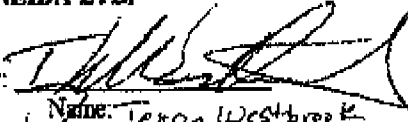
PAGE 027/049

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IN WITNESS WHEREOF, the parties hereto have caused this Security and Pledge Agreement to be duly executed as of the day and the year first written.

GRANTORS:

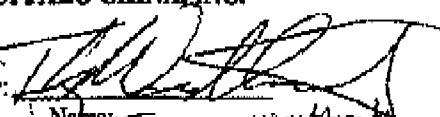
ONEIDA LTD.

By:   
Name: Terry Westbrook  
Title: CEO

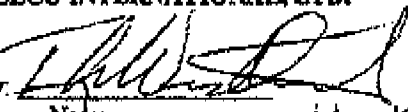
SAKURA, INC.

By:   
Name: Terry b. Westbrook  
Title: CEO

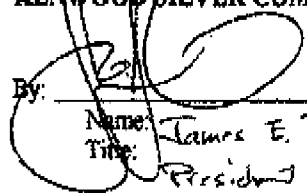
BUFFALO CHINA, INC.

By:   
Name: Terry b. Westbrook  
Title: CEO

DELCO INTERNATIONAL, LTD.

By:   
Name: Terry b. Westbrook  
Title: CEO

KENWOOD SILVER COMPANY, INC.

By:   
Name: James E. Joseph  
Title: President


[Signature Page to Security and Pledge Agreement]

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**ONEIDA FOOD SERVICE, INC.**

By:   
Name: Terry B. Westbrook  
Title: CEO


**ONEIDA INTERNATIONAL INC.**

By:   
Name: Terry B. Westbrook  
Title: CEO

**ONEIDA SILVERSMITHS INC.**

By:   
Name: Terry B. Westbrook  
Title: CEO

**THC SYSTEMS, INC.**

By:   
Name: Terry B. Westbrook  
Title: CEO

[Signature Page to Security and Pledge Agreement]

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AGENT:

JPMORGAN CHASE BANK, N.A.

By: William A. Austin  
Name: WILLIAM A AUSTIN  
Title: VP

{Signature Page to Security and Pledge Agreement}

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Schedule 3  
Trademarks, Trade Names, Patents, Copyrights

F/W = Flatware  
H/W = Holloware  
D/W = Dinnerware  
G/W = Glassware and/or crystal

Oneida Ltd.:

Trademark	Int'l Class	Reg. No.	Reg. Date	Use
Act I	8	1079716	12/20/77	F/W
Affection	8,14	645392	05/14/77	F/W&H/W
Applique	8	1072554	09/06/77	F/W
Aquarius	8	2496315	10/9/01	F/W
Aquarius	8	2195522	07/21/98	F/W
Arbor Rose	8	744744	02/05/63	F/W
Ashley	8	512066	07/12/49	F/W
Ballad	8	857895	10/01/68	F/W
Barbara	8	876499	09/09/69	F/W
Baronet	8	519569	01/10/50	F/W
Baroque Rose	14	846242	03/19/68	F/W
Bennington	8,14	870470	06/03/69	F/W&H/W
Blue Ridge	21	1181156	12/08/81	D/W
Botticelli	8	959,353	05/22/73	F/W
Cantata	8	785546	02/23/65	F/W
Carolina	8	791764	06/29/65	F/W
Casa Grande	8	854603	08/13/68	F/W
Castle Court	14	1706604	08/11/92	H/W
Chalice	8	669893	11/18/58	F/W
Chateau	8	876498	09/09/69	F/W
Chaumont	8	509833	05/17/49	F/W
Colebrook	8	646815	06/11/57	F/W
Community	8	134050	08/10/20	F/W
Community	8	712476	03/14/61	F/W
Coronation	8	337956	08/20/05	F/W
Countryside	8	837891	10/31/67	F/W
Crown Rego & design	21	1496810	07/19/88	D/W
Damask Rose	14	1725476	10/20/92	H/W
Damask Rose	8	542855	05/29/51	F/W
Delco	8	2617375	09/10/02	F/W
Delco	21	2617374	09/10/02	D/W

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Delco	21	2620379	09/10/02	H/W
Dover	8	849379	05/21/68	F/W
Dover	8	889693	04/21/70	F/W
Du Maurier	14	984215	05/14/74	F/W&H/W
Dunes	21	1177304	11/10/81	D/W
Easton	8	1362989	10/01/85	F/W
Ebbtide	8	787771	04/06/65	F/W
Enchantment	8,14	247949	10/09/28	F/W&H/W
Envoy	14	796375	9/21/65	F/W
Etage	8	2,266,744	08/03/99	F/W
Eton	8	512068	07/12/49	F/W
Flight	8	274966	09/09/30	F/W&H/W
Flirtation	8	685541	09/22/59	F/W
Forever	8	876507	09/09/69	F/W
Frostfire	8	785941	03/02/65	F/W
Glen Cove	8	799089	11/23/65	F/W
Grandeur	8	857896	10/01/68	F/W
Harmony	8	436275	05/31/48	F/W
Heiress	8	436276	05/31/48	F/W
Heirloom	8	977690	01/29/74	F/W
Heirloom	21	1354120	8/13/85	G/W
Heirloom	8	2036837	02/11/97	F/W
Hickory	21	1216751	11/16/82	D/W
Juilliard	8	1362990	10/01/85	F/W
Jefferson	8	646810	06/11/57	F/W
Kenwood	8	849007	05/14/68	F/W
Louisiana	8	894079	07/07/70	F/W
LTD	8	1362987	10/01/85	F/W
Majesticware	21	2075123	07/01/97	D/W
Mansion House	8	506560	02/08/49	F/W
Mansion Park	8	854095	08/06/68	F/W
Marquette	8	1362988	10/01/85	F/W
Martinique	14	844559	02/20/68	F/W
Maybrook	8,14	645401	05/14/57	H/W
Melissa	8	899170	09/22/70	F/W
Michelangelo	8	900228	10/06/70	F/W
Michelangelo	8	884999	01/27/70	F/W
Midsummer	8	758812	10/22/63	F/W
Modern Antique	8	964131	07/17/73	F/W
Monte Carlo	8	899171	09/22/70	F/W
Nobility	28,33	833190	08/08/67	H/W&G/W
Noblesse	8,14	280604	02/24/31	F/W
Northland	8	1989764	07/30/96	F/W
Nottingham	21	1208446	09/14/82	D/W

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Oneida	8,14	2031987	01/21/97	F/W&H/W
Oneida	8	631695	07/31/56	F/W
Oneida	14	682551	07/28/59	F/W
Oneida	8	850953	06/18/68	Cutlery
Oneida	21	851740	07/02/68	H/W
Oneida	21	983899	05/14/74	D/W
Oneida	21	1177324	11/10/81	G/W
Oneida	21	2,263,002	07/20/99	D/W
Oneida	35	2230913	03/09/99	Factory Store
Oneida	24	2567148	5/7/02	Linens
Oneida	8, 9,21	2299604	12/14/99	Gadgets
Oneida	42	2525748	1/1/02	On-line Svcs.
Oneida	35	2425825	11/16/99	On-line Svcs.
Oneida	21	2141599	03/03/98	Cookware
Oneida	3	2095127	09/09/97	Polish
Oneida	7	2146917	03/31/98	Tools
Oneida	28	2540802	2/19/02	Toys
Oneida	21	76/545291	Pending	Bakeware
Oneida	35&42	2606501	8/13/02	On-line Svcs.
Oneida.com	8	870429	06/03/69	F/W
Oneidacraft	8	2573555	5/28/02	F/W
Oneidaware	14	185759	06/24/24	F/W&H/W
Oneida Community	8	818237	11/08/66	F/W
Oneida Cube	8	818253	11/08/66	F/W&H/W
Oneida Cube	8	1002638	01/28/75	F/W
Oneida Cube Logo	35	2,806,347	1/20/04	Factory Store
Oneida Home	14	1065754	05/17/77	H/W
OL Oneida & Design	8	2,277,051	09/14/99	F/W
Palette	8	439623	07/06/48	F/W
Park Lanc	8	635891	10/16/56	F/W
Peer	8	876503	09/09/69	F/W
Pendant	21	2435750	03/13/01	D/W
Port of Call	8	953095	02/13/73	F/W
Post Road	8	876501	09/09/69	F/W
Proposal	21	1138785	09/19/80	D/W
Rego	21	1141341	11/11/80	D/W
Rego & design	8	755945	09/03/63	F/W
1881 Rogers Stainless	8	876500	09/09/69	F/W
Rio	8,14	97079	05/19/14	F/W&H/W
1881 R Rogers R	14	805167	03/08/66	F/W&H/W
Wm. A. Rogers	8	805119	03/08/66	F/W
Wm. A. Rogers	14	844991	02/27/68	H/W
Royal Provincial	8	787772	04/06/65	F/W
Royal York	21	834012	04/20/04	D/W
Sakura				

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Sant' Andrea	8 & 21	2386731	09/19/00	F/W&H/W
Sant' Andrea	14	2469654	7/17/01	H/W
Sant' Andrea	8	836656	10/10/67	F/W
Satinique	8	439625	07/06/48	F/W
Seneca	8	847602	04/16/68	F/W
Silver Artistry	8	1968249	04/16/96	G/W
Southern Garden	21	2355306	06/06/00	G/W
SP	21	528493	08/01/50	F/W
Stanton Hall	8	879889	11/04/69	F/W
Sweet Briar	8	2409298	11/28/00	D/W
Tabletendz	21	2049760	04/01/97	D/W&G/W
The Art of Dining	21	874194	08/05/69	F/W
Thor	8	2513666	12/04/01	F/W
Torsade	8	2195521	10/13/98	F/W
Unity	8	1158866	06/30/81	F/W
Valerie	8	2195520	10/13/98	F/W
Vectra	8	850218	06/04/68	F/W
Will 'OWisp	8	875082	08/19/69	F/W
Will 'OWisp	8	857866	10/01/68	FW
Woodmere	8			

Buffalo China, Inc.:

Trademark	Int'l Class	Reg. No.	Reg. Date	Use
China & design	21	1380491	01/28/86	D/W
Buffalo China	21	1374809	12/10/85	D/W

Community Associated Clubs, Inc.: None

Delco International, Ltd.:

Trademark	Int'l Class	Reg. No.	Reg. Date	Use
ABCO	8, 21	2230713	03/09/99	F/W&D/W
Atlantic China	21	2063113	05/20/97	D/W
Belmore	8	2104884	10/14/97	F/W
Ceramicor	21	2136644	02/17/98	D/W
Delta	8	2094574	09/09/97	F/W
Laguna	8	2331554	03/21/00	F/W
Lexington	8	2094572	09/09/97	F/W
Melinda	8	2077269	07/08/97	F/W

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Encore Promotions, Inc.: None  
 Heirloom, Inc.: None  
 Kenwood Silver Company, Inc.: None  
 Oneida Community, Limited: None  
 Oneida Food Service, Inc.: None  
 Oneida International, Inc.:

Trademark	Class	Reg. #	Reg. Date	Use
San't Andrea	11,14,21	2671450	1/7/03	HW
San't Andrea	11,14,21	2668370	12/31/02	HW
San't Andrea	8	2651556	11/19/02	FW

Oneida Silversmiths, Inc.: None  
 Rego Corporation: None  
 Sakura, Inc.: None  
 THC Systems, Inc.: None  
 Wm. A. Rogers, Ltd.: None

**Trade Names: (\*)**

Buffalo China, Inc. ESPREE

\* Buffalo China, Inc is the only corporate entity which utilizes any Trade Names at this time.



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F/W - Flatware  
 H/W - Hollowware  
 D/W - Dinnerware  
 C/W - Glassware and/or crystal

Oneida Ltd.:

<u>Pattern Name</u>	<u>Product</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Abundance	D/W	08/02/93	VA 580-496
Adobe	D/W	03/11/98	VA 901-449
Alexandra	D/W	04/28/97	Van 395-705
Aloha	D/W	09/04/91	Van 484-268
Animal Mambo	D/W	08/09/93	VA 581-150
Apple Farm	D/W	03/11/98	VA 901-455
Aquarius	F/W	07/10/97	VA 957-015
Arizona	D/W	03/11/98	VA 901-456
Artesia	D/W	09/05/75	VA 748-295
Ashanti	D/W	08/09/93	VA 581-149
Astral	D/W	03/11/98	VA 901-448
Atlas	D/W	05/19/92	VA 507-209
Angusta	D/W	09/05/95	VA 748-285
Autumn Days	D/W	06/23/94	VA 646-224
Avalon	D/W	07/24/92	VA 518-711
Aztec	D/W	08/09/93	VA 581-148
Bali	D/W	07/31/91	VA 470-255
Banner	D/W	10/08/98	VA 945-681
Batik	D/W	01/18/94	VA 614-051
Beaches	D/W	12/29/94	VA 667-678
Belle Rose	F/W	05/14/98	VA 905-904
Bermuda	D/W	10/08/98	VA 945-455
Black Diamond	D/W	06/23/94	VA 646-174
Blue Heather	D/W	03/17/00	VA 1-041-936
Blue Meadow	D/W	07/28/99	VA 973-052
Blue Note/Blue Shadow	D/W	12/17/98	VA 1-035-156
Boca	D/W	05/28/98	VA 925-649
Botanica	D/W	02/10/92	VA 491-138
Bouquet	D/W	10/21/97	VA 884-643
Brenton Blue	D/W	03/17/00	VA 1-041-939
Butterflies	D/W	11/26/01	VA 1-133-062
Cachet	D/W	03/03/93	VA 550-115
Calla Lily	F/W	03/14/98	VA 905-906
Calypso	D/W	01/21/00	VA 1-023-740
Caracas	D/W	07/21/00	VA 1-023-735
Caressa	D/W	06/04/96	VA 751-611

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Caribbean Wave	D/W	05/12/97	VA 858-853
Casa Blanca	D/W	02/10/92	VA 491-136
Celebration	D/W	01/21/00	VA 1-023-738
Celestial	D/W	12/28/92	VA 539-105
Champagne	D/W	05/28/98	VA 923-631
Chateau	D/W	02/10/92	VA 491-137
Chelsea Square	D/W	04/09/99	VA 998-799
Chicken Kiev	D/W	01/28/99	VA 973-055
Confetti	D/W	10/21/97	VA 884-642
Corolla	D/W	09/04/91	VA 484-265
Corsica	D/W	04/28/97	VA 395-704
Cortez	D/W	03/29/96	VA 782-155
Country Mosaic	D/W	03/13/92	VA 496-355
Coverlet	D/W	12/28/92	VA 539-103
Crème Brulee	D/W	09/05/95	VA 748-289
Crete	D/W	09/05/95	VA 748-303
Crystal Rose	D/W	11/26/01	VA 1-133-065
Cube Logo (H/W)	Logo	03/30/00	VA 1-045-182
Cube Logo (G/W)	Logo	03/30/00	VA 1-045-183
Cube Logo (D/W)	Logo	03/30/00	VA 1-045-184
Cube Logo (F/W)	Logo	03/30/00	VA 1-045-185
Curtain Call	D/W	01/18/94	VA 614-053
Daisy Field	D/W	10/08/98	VA 945-682
Daisy Squares	D/W	03/11/98	VA 901-446
Damask Rose	F/W	05/14/98	VA 905-903
Delicious	D/W	09/18/96	VA 799-472
Devonshire	D/W	07/31/98	VA 1-006-884
Dried Flowers	D/W	01/21/00	VA 1-023-743
Drive-in	D/W	06/23/94	VA 646-173
Eden	F/W	05/14/98	VA 905-907
Elegance	D/W	10/21/91	VA 475-594
Equinox	D/W	09/05/93	VA 748-287
Espresso	D/W	07/28/99	VA 973-057
Fantasia	D/W	09/18/96	VA 799-473
Fiore	D/W	04/01/99	VA 1-023-734
Fleurique	D/W	01/21/00	VA 1-023-736
Floral Garden	D/W	03/11/98	VA 901-457
Freesia	D/W	10/08/98	VA 945-683
Fresco	D/W	10/08/98	VA 945-680
Fruit Tapestry	D/W	02/10/92	VA 499-394
Fruitasia	D/W	03/29/96	VA 782-156
Gaiety	D/W	03/17/00	VA 1-041-935
Galaxy	D/W	08/09/93	VA 581-151
Garden Delight	D/W	09/05/95	VA 748-305
Gemstone	D/W	10/21/97	VA 884-641
Geranium	D/W	03/11/98	VA 901-450

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Green Acres	D/W	09/05/95	VA 748-296
Harmony	D/W	03/08/93	VA 550-107
Harvest Moon	D/W	11/26/01	VA 1-133-069
Indigo Bouquet	D/W	07/28/99	VA 973-056
Infinity	D/W	09/19/94	VA 661-835
Isis	D/W	02/05/93	VA 549-705
Italian Fruit	D/W	02/04/93	VA 561-079
Ivy Basket	D/W	09/05/95	VA 748-292
Inspiration	D/W	12/28/92	VA 539-106
Jasmine	D/W	03/17/00	VA 1-041-937
Jazz	D/W	07/24/92	VA 518-712
Julienne	D/W	08/02/00	VA 1-051-016
Jungle	D/W	08/02/93	VA 580-495
Katrin	D/W	03/17/00	VA 1-041-938
Key Largo	D/W	12/02/91	VA 395-703
Kyoto	D/W	04/28/97	Van 395-703
Laredo	D/W	08/02/93	VA 580-494
Le Menagerie	D/W	05/02/97	VA 786-879
Lucia	D/W	06/23/94	VA 664-974
Lumina	D/W	07/28/99	VA 973-053
Magic Jungle	D/W	09/05/95	VA 748-386
Malaga	D/W	02/14/95	VA 748-433
Mali	D/W	06/23/94	VA 646-172
Margarita	D/W	01/21/00	VA 1-023-737
Masquerade	D/W	12/28/92	VA 539-100
Maya	D/W	05/06/93	VA 550-116
Meadows	D/W	02/10/02	VA 491-135
Mediterranean	D/W	03/11/98	VA 901-453
Mediterranean	D/W	09/04/91	VA 484-267
Melon	D/W	11/26/01	VA 1-133-066
Moccasin	D/W	09/05/95	VA 748-291
Monarch	D/W	01/19/99	VA 964-567
Monet	D/W	12/29/94	VA 667-679
Monterey	D/W	03/11/98	VA 901-447
Moonlight	D/W	09/26/06	VA 813-763
Morocco	D/W	03/11/98	VA 901-458
Mutare	D/W	09/05/95	VA 748-300
Nairobi	D/W	09/18/96	VA 799-470
Navajo	D/W	12/29/94	VA 667-676
New West	D/W	09/05/95	VA 748-302
Nile	D/W	05/28/98	VA 925-632
Oasis	D/W	12/28/92	VA 539-104
Oceana	D/W	01/21/00	VA 1-023-740
October	D/W	01/21/00	VA 1-023-744
Oncidiasaurus Place Mat	Place Mat	11/27/87	VA 310 133
Oncidiasaurus Growth	Growth Chart	11/27/87	VA 310 131

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Chart			
Oncidasaurus Mug	D/W	11/27/87	VA 310-128
Oncidasaurus child's plate	Plate	11/27/87	VA 123-389
Opulence	D/W	12/28/92	VA 539-102
Orchard Valley	D/W	09/05/95	VA 748-297
Orchid	D/W	09/04/91	VA 447-302
Pacific Tide	F/W	05/14/98	VA 905-903
Palette	D/W	05/25/92	VA 496-759
Paradise	D/W	12/02/91	VA 480-647
Paradise	D/W	03/11/98	VA 901-451
Passages	D/W	09/05/95	VA 748-307
Passion Fruit	D/W	03/11/98	VA 901-452
Patch of Blue	D/W	06/23/94	VA 646-171
Peas in a Pod	D/W	10/08/98	VA 945-679
Pebble Beach	D/W	09/05/95	VA 748-286
Persia	D/W	03/29/96	VA 782-157
Phonicia	D/W	09/05/95	VA 748-290
Piccola	D/W	11/26/01	VA 1-133-068
Pointsetta Delight	D/W	03/11/98	VA 901-454
Quarry	D/W	09/18/96	VA 799-475
Rainforest	D/W	01/18/94	VA 614-052
Regency	D/W	01/19/99	VA 964-568
Roadside	D/W	06/23/94	VA 646-175
Roman Ivy	D/W	09/05/95	VA 748-294
Rosetta	D/W	09/05/95	VA 748-298
Roundup	D/W	08/30/93	VA 630-565
Royale	D/W	05/12/97	VA 858-857
Sachet	D/W	09/18/96	VA 799-474
Samba	D/W	09/04/91	VA 477-301
Scenery	D/W	09/04/91	VA 484-266
Roxbury	D/W	10/08/98	VA 945-452
Scroll a/k/a Camber	F/W	12/08/97	VA 855-120
Seed Packets	D/W	11/20/01	VA 1-133-070
Serenade	D/W	07/28/99	VA 973-061
Serengeti	D/W	09/18/96	VA 799-471
Shadow	D/W	10/08/98	VA 945-454
Southern Garden <sup>®</sup> :			
7" bud vase	G/W	12/18/95	VA 794-341
5½" candlesticks	G/W	12/18/95	VA 794-342
4" votive	G/W	12/18/95	VA 794-343
6½" oval vase	G/W	12/18/95	VA 794-344
5¼" hostess bowl	G/W	12/18/95	VA 794-345

<sup>®</sup> All Southern Garden copyrights are owned by Nachtmann USA, Inc., but are registered by Oncida Ltd., as owner of the exclusive right to distribute Southern Garden products pursuant to a letter from Nachtmann USA, Inc. to Oncida Ltd. dated December 18, 1995.

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9 1/2" centerpiece bowl	G/W	12/18/95	VA 794 346
10" tall vase	G/W	12/18/95	VA 794 347
4" salt & peppers	G/W	12/18/95	VA 794 348
4" ring holder	G/W	12/18/95	VA 794 349
8 oz. goblet	G/W	12/18/95	VA 794 350
4 oz. champagne flute	G/W	12/18/95	VA 794 351
6 oz. wine glass	G/W	12/18/95	VA 794 352
10 oz. parfait glass	G/W	12/18/95	VA 794 353
4 7/8" chamberstick	G/W	12/18/95	VA 794 354
5 1/2" covered candy dish	G/W	12/18/95	VA 794 355
33 oz. beverage pitcher	G/W	12/18/95	VA 794 356
8" heart tray	G/W	12/18/95	VA 794 357
8" divided relish dish	G/W	12/18/95	VA 794 358
4 3/4" boutique bowl	G/W	12/18/95	VA 794 359
7 1/2 oz. creamer	G/W	12/18/95	VA 794 360
8" candlesticks	G/W	12/18/95	VA 794 361
6 oz. sugar bowl	G/W	12/18/95	VA 794 362
8" vase	G/W	12/18/95	VA 794 363
3 1/2"x5" picture frame	G/W	12/18/95	VA 794 364
Spectrum	D/W	02/10/92	VA 499-393
Spectrum	D/W	05/28/98	VA 925-650
Splash	D/W	01/18/94	VA 614-054
Spring Daisy	D/W	01/21/00	VA 1-023-743
Spring Valley	D/W	05/12/97	VA 858-854
Starburst	D/W	05/28/98	VA 916-077
Starlight	D/W	09/05/95	VA 748-304
Stonewash	D/W	10/08/98	VA 945-453
Strawberry Plaid	D/W	12/26/01	VA 1-143-643
Summer Love	D/W	01/21/00	VA 1-023-739
Sunflower	D/W	09/19/94	VA 661-834
Sunset Mountain	D/W	08/09/93	VA 581-352
Suzanne	D/W	12/28/92	VA 539-101
Tango	D/W	08/02/93	VA 580-493
Tapestry	D/W	05/28/98	VA 925-653
Tara	D/W	02/04/93	VA 561-028
Terrain	D/W	02/07/97	VA 813-325
Tigress	D/W	05/12/97	VA 858-856
Timepieces	D/W	01/18/94	VA 614-055
Trellis	D/W	11/26/01	VA 1-133-064
Trellis Fruit	D/W	09/05/95	VA 748-293
Trellis Rose	D/W	09/05/95	VA 748-301
Trend	D/W	07/28/99	VA 973-059
Twilight	D/W	06/23/94	VA 646-225
Under the Sea	D/W	07/28/99	VA 973-060
Vegetable Delight	D/W	10/31/97	VA 884-640
Vegetable Patch	D/W	05/12/97	VA 858-855

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Velvet Quilt	D/W	12/29/94	VA 667-677
Veneto	D/W	09/05/95	VA 748-299
Vermont	D/W	09/19/94	VA 661-833
Vertigo	D/W	07/28/99	VA 973-058
Vintage Fruit	D/W	11/26/01	VA 1-133-067
Vintage Labels	D/W	11/26/01	VA 1-133-063
Violetta	D/W	07/28/99	VA 973-054
Waikiki	D/W	12/02/91	VA 480-645
Wild Flowers	D/W	05/02/97	VA 786-878
Winter Wonderland	D/W	06/15/98	VA 923-86
Zarot sic shadow	D/W	10/08/98	VA 945-454
Zinfandel	D/W	09/05/95	VA 748-288
The Shimmering Beauty of Community Silverplate by Oneida	Text	07/17/81	VA 77-691
Simplicity is the most Difficult art	Text	10/22/79	VA 36-340
Introducing Toujours	Text	10/20/80	VA 61-976
What one company first Comes to mind when you Think of fine stainless, that is knives, forks and spoons made of stainless steel?	Text	11/10/80	VA 62-130
Oneida's look of the 80's	Text	11/23/79	VA 38-569
Per-fect Porriaget in silverplate.	Text	1/29/81	VA 67-591
Home is where your heart is.	Text	2/15/80	VA 48-227
Six reasons why the best stainless is made in Oneida	Text	7/31/81	VA 78-762
Oneida	Text	9/29/83	VA 136-085
Dear Aunt Agnes, I've been looking for words to thank you for all those occasions when you sent me a piece of sterling.	Text	10/28/81	VA 138-828
At the end of the rainbow, a Bennington teapot in silverplate and Sheraton spoon in stainless.	Text	9/14/81	VA 82-400
Madame, I must report, the roof is dire need of repair, the silver is serving admirably for the immediate emergency.	Text	9/29/83	VA 136-086
A Beauty that will last a	Text	10/19/81	VA 84-754

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lifetime is a rare beauty indeed.			
Introducing Oneida's 1982 national advertising. The biggest campaign in the industry.	Text	11/4/81	VA 86-009
Loyal friends appreciate gifts of elegance.	Text	3/1/82	VA 94-637
America's finest traditional foods belong on America's finest traditional pieces.	Text	3/1/82	VA 94-638
A Vote for the age of elegance in this age of convenience.	Text	3/1/82	VA 94-639
A brilliant strategy for unexpected guests.	Text	4/14/82	VA 99-221
Oneida. The main attraction at any table.	Text	5/13/82	VA 99-609
How to add good taste without adding calories: Oneida	Text	7/12/82	VA 104-008
When love is the main ingredient, serve it on a silver platter.	Text	3/30/82	VA 106-801
As your family grows, so can your Oneida collection.	Text	10/5/82	VA 110-089
The timeless beauty of the sea inspired Oneida's newest pattern, Classic Shell in carefree stainless.	Text	4/4/83	VA 123-227
Celebrate with us: Oneida	Text	4/9/79	VA 22-228
Capture a moment, and you'll have beauty for a lifetime.	Text	2/16/79	VA 19-311
Celebrate with us.	Text	4/2/79	VA 21-985
Simplicity is the most difficult art: Oneida stainless tableware.	Text	5/4/79	VA 24-108
1978 Christmas ornament: no. 150-10844 candle	Ornament	5/22/78	VA 12-251
1978 Christmas ornament: no. 150-10844 starburst	Ornament	5/22/78	VA 12-252
1978 Christmas ornament: no. 150-10844 partridge	Ornament	5/22/78	VA 12-248

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1978 Christmas ornament: no. 150-10844 crown	Ornament	5/22/79	VA 12-249
1978 Christmas ornament: no. 150-10844 Madonna	Ornament	5/22/78	VA 12-250
Our new Kingwood stainless with fish knife and fork. You'll fall for it hook, line and sinker: Oneida	Text	9/11/86	VA 239-914
New golden Kingswood and golden Julliard. Both stainless with 24k gold. Both without equal.	Text	8/8/86	VA 235-478
New Frederick II in LTD stainless. Look at it closely and see a different spring blossom upon each piece.	Text	6/16/86	VA 228-329
This new pattern belongs at the top of the pecking order. Oneida.	Text	10/11/85	VA 202-428
Oneida's newly-born Easton pattern is stainless worth chirping about.	Text	7/3/85	VA 196-045
Still a shining example after 26 years of faithful service	Text	2/28/85	VA 183-701
Elegance captured.	Text	7/23/84	VA 160-367
Oneida bear melamine pattern.	Art	7/21/87	Va-116-236
Love lasts.	Text	2/13/78	VA 1-301
Showplace gifts by Oneida.	Text	4/17/78	VA 2-475
New showplace gifts by Oneida.	Text	11/21/78	VA 13-091
Milly, watering your flowers with that magnificent teapot, I almost believe you think plants have feelings.	Text	10/28/83	VA 138-845
Well, Andrew, with our family being so close, we thought what a wonderful idea if Heather's father and I came along on your honeymoon.	Text	12/12/83	VA 142-550
Sorry about the window,	Text	4/23/84	Va 133-720

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Mrs. Fischley. Now can we have our baseball back?  
 You don't need a special occasion to say "I love you."  
 Classics. Always fresh.  
 I gotta present for you, Mom. Guess which hand?  
 Cause for celebration - the poetic beauty of our new Tennyson in carefree stainless.  
 How do we serve thee?  
 Let us count the ways.  
 For salad lovers.  
 Natural beauty. Sheraton pattern in stainless.  
 Voila. The Julliard pattern in majestic continental size.  
 Created by fire.  
 Thanks to Oncida open stock, replacing a piece is child's play.  
 A new stainless pattern? I thought it was a birdfeeder.  
 Introducing Ridgecrest in Community Stainless. We've never made a pattern we've been prouder to put our John Hancock on.

Text	4/23/84	VA 153-721
Text	4/30/84	VA 153-965
Text	3/27/84	VA 154-361
Text	12/20/82	VA 115-267
Text	3/27/84	VA 154-362
Text	7/23/84	VA 160-368
Text	7/23/84	VA 160-369
Text	9/18/84	VA 167-134
Text	9/18/84	VA 167-135
Text	9/4/85	VA 199-590
Text	11/27/85	VA 208-034
Text	3/25/86	VA 219-026

Buffalo China, Inc.: None

Community Associated Clubs, Inc.: None

Delco International, Ltd.:

<u>Pattern Name</u>	<u>Product</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
1996 Catalog	Text	08/27/96	TX 4-361-861
1997 Catalog	Text	11/24/97	TX 4-660-874

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1999 Catalog	Text	04/21/99	TX 4-977-832
2000 Catalog	Text	02/11/00	TX 5-055-348
Carc Instructions	Text	06/24/99	TX-5-008-663
Arcadia	D/W	03/19/99	VA 972-384

Encore Promotions, Inc.: None

Heirloom, Inc.: None

Kenwood Silver Company, Inc.: None

Oneida Community, Limited: None

Oneida Food Service, Inc.: None

Oneida International, Inc.: None

Oneida Silversmiths, Inc.: None

Rego Corporation: None

Sakura, Inc.: None

THC Systems, Inc.:

<u>Pattern</u>	<u>Product</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Book of Designs	Book	08/28/89	VA 160 668
Book of Designs	Book	11/23/88	VA 145 864
RAD	D/W	05/31/94	VA 650 987
A3	D/W	04/12/88	VA 307 231
A4	D/W	11/09/87	VA 284 523
A5	D/W	02/15/89	VA 341 011
A6	D/W	04/03/89	VA 344 918
A7	D/W	02/23/88	VA 298 375
A8	D/W	02/16/89	VA 341 015
E7	D/W	04/12/88	VA 301 181
G2	D/W	05/31/89	VA 337 636
J1	D/W	02/15/89	VA 341 014
M1	D/W	06/13/90	VA 412 399
M8	D/W	05/30/89	VA 155 666
P3	D/W	02/15/89	VA 341 012
P4	D/W	02/16/89	VA 365 964
P5	D/W	02/15/89	VA 339 802
RL	D/W	06/13/90	VA 416 052

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D/W  
D/W

08/30/90  
02/15/89

VA 421 513  
VA 341 013

Wm. A. Rogers, Ltd.:

None

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F/W = Flatware  
 H/W = Holloware  
 D/W = Dinnerware  
 G/W = Glassware and/or crystal

Onelda Ltd.:

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
Alsace	F/W	10/10/00	431,757	Design
Amaryllis	F/W	9/26/95	362,596	Design
Aquarius	F/W	9/19/95	362,373	Design
Aria	F/W	3/26/02	D454,761S	Design
Arria	F/W	6/29/99	411,719	Design
Astragal	F/W	2/25/97	378,181	Design
Athens	D/W	4/4/95	356,926	Design
Athens	D/W	04/04/95	356,925	Design
Avondale	F/W	6/1/04	D490,682S	Design
Axis	F/W	3/26/02	D454,763S	Design
Barcelona	F/W	8/9/94	349,431	Design
Belle Rose	F/W	3/23/93	334,116	Design
Bridal F/W Package	Packaging	10/29/02	D464,878S	Design
Brilliance	F/W	5/25/04	D490,283S	Design
Brocade	F/W	05/11/04	D489,580S	Design
Brunswick	F/W	05/25/04	D490,282S	Design
Cadence	F/W	05/11/04	D489,581S	Design
Catalily	F/W	2/2/93	332,898	Design
Camden	F/W	1/27/04	D485,734S	Design
Camille	F/W	11/15/05	D511,441	Design
Capello	F/W	11/4/97	385,753	Design
Caprice	F/W	12/26/00	435,401	Design
Celeste	G/W	11/2/99	415,931	Design
Centigrade	F/W	9/18/01	D447,919S	Design
Chadwick	F/W	Pending	n/a	Design
Chalcis	F/W	10/8/02	D463,956S	Design
Checkers	F/W	10/12/04	29/187379	Design
Cityscape	F/W	11/2/93	340,842	Design
Corelli	F/W	05/18/04	D489,943S	Design
Coronet	F/W	9/25/01	D448,255S	Design
Couplet	F/W	10/11/05	D510,504	Design
Cozumel	F/W	5/18/04	489,945	Design
Cygnar	F/W	9/24/02	D463,222S	Design
Daisy Frost	F/W	05/18/04	D489,947S	Design
Dickinson	F/W	06/08/04	D491,027S	Design
Display Rack	Fixture	9/10/96	5,553,724	Utility

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Display Rack	Fixture	5/16/95	358,281	Design
Display Rack	Fixture	11/20/01	D450,483S	Design
Display Rack	Fixture	12/11/01	D451,707S	Design
Display Rack	Fixture	04/16/02	D455,578S	Design
Display Rack	Fixture	12/4/01	D451,305S	Design
Display Rack	Fixture	10/22/02	6,467,856 B1	Utility
Display Rack	Fixture	06/25/02	6,409,027 B1	Utility
Dunlester	F/W	6/15/04	D491,421B	Design
Echo	F/W	12/06/05	D512,280	Design
Eclipse	D/W	04/18/99	422,845	Design
Eden	F/W	9/19/95	362,372	Design
El Dorado	F/W	07/20/93	337,488	Design
Emery	F/W	3/26/02	D454,762S	Design
Equator	F/W	06/22/99	411,417	Design
Era	F/W	03/23/93	334,117	Design
Espee	D/W	03/24/92	324,798	Design
Fascia	F/W	06/22/99	411,418	Design
First Light	F/W	04/27/93	335,068	Design
Flitiation	F/W	9/22/99	685,541	Design
Floral Queen	F/W	03/23/93	334,115	Design
Flamenco Chafin	Foodwarmer	07/07/98	5,775,535	Utility
Forte	F/W	10/27/98	400,060	Design
Frost	F/W	10/10/00	431,738	Design
Gala	F/W	01/12/93	332,375	Design
Haffendale	F/W	5/25/04	D490,280S	Design
Helix	F/W	3/12/02	D454,285S	Design
Housewares C	F/W	10/27/98	400,061	Design
Humpty Dumpty	F/W	10/03/95	362,792	Design
Hyannis	F/W	7/27/04	493,336	Design
Interlude	F/W	5/18/04	D489,944S	Design
Intrique	F/W	5/18/04	D489,942S	Design
Isabelle	G/W	10/05/99	414,656	Design
Jazz	Coffee Pot	12/11/01	D451,750S	Design
Kensington	F/W	05/16/00	424,888	Design
Kimbra	F/W	11/23/99	416,766	Design
Leander	F/W	08/09/94	349,430	Design
Loreli	F/W	10/10/95	363,005	Design
Marion	F/W	06/01/04	D490,661B	Design
Marriott Service Tray	Tray	4/8/03	D472,767S	Design
Martele	F/W	10/27/98	400,063	Design
Midnight	F/W	03/15/93	333,946	Design
Mod	F/W	06/27/00	427,023	Design
Moraine	F/W	11/16/99	416,451	Design
Neon	F/W	10/03/00	431,424	Design
Nexus	F/W	9/25/01	D448,254S	Design
Obelus	F/W	02/03/98	390,067	Design

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Olympia	F/W	9/11/01	D447,671S	Design
Onidasaurus	D/W	04/03/90	306,949	Design
Othenia	F/W	12/19/00	435,200	Design
Pacific Tide	F/W	04/06/93	334,511	Design
Paradise	F/W	6/1/04	D490,664S	Design
Paradox	F/W	04/06/99	407,611	Design
Paramount	F/W	3/12/02	D454,284S	Design
Pennington	F/W	6/22/04	D491,770S	Design
Piloti	F/W	11/04/97	385,755	Design
Profile	Knife Holder	07/16/96	371,727	Design
Profile	Cutlery	09/03/96	373,289	Design
Profile	Cutlery	08/13/96	372,635	Design
Raffia	F/W	11/04/97	385,754	Design
Rattan	F/W	10/27/98	400,061	Design
Red Lobster	D/W	06/27/00	427,017	Design
Red Lobster	D/W	04/18/00	422,844	Design
Red Lobster	D/W	04/25/00	423,291	Design
Rendition	F/W	10/27/98	400,062	Design
Royal Manor	F/W	Pending	n/a	Design
Saxon	F/W	09/26/00	431,163	Design
Scoop	F/W	10/10/00	431,759	Design
Skyline	F/W	03/23/93	334,118	Design
Sonnet	F/W	11/22/05	D511,656	Design
Sparta	F/W	10/11/02	D463,718S	Design
Spinnelle	F/W	10/8/02	D463,957S	Design
Spiral	F/W	12/26/00	435,402	Design
Spire	F/W	09/26/00	431,162	Design
Squeeze	F/W	11/16/99	416,450	Design
Stafford	F/W	11/22/05	D511,657	Design
Stileno	F/W	9/11/01	D447,670S	Design
Taraza	F/W	12/30/03	D484,368S	Design
Telluride	F/W	5/25/04	D490,281S	Design
Tesoro	F/W	01/12/93	332,376	Design
Thor	F/W	04/18/00	422,852	Design
Tiranisa	F/W	12/30/03	D484,369S	Design
Torsade	F/W	02/10/98	390,424	Design
Tribeca	F/W	12/23/97	387,955	Design
Tuscany	F/W	12/21/04	499,940	Design
Unity	F/W	01/02/96	365,731	Design
Vail	F/W	5/18/04	D489,946S	Design
Vineyard	F/W	6/15/04	D491,422S	Design
Vision	D/W	4/15/03	D473,105S	Design
Vision	D/W	1/6/04	D484,750S	Design
Vision	D/W	1/13/04	D483,128S	Design
Whitney	F/W	6/1/04	D490,663S	Design

(40)

Buffalo China, Inc.: None  
 Community Associated Clubs, Inc.: None  
 Delco International, Ltd.: None  
 Encore Promotions, Inc.: None  
 Heirloom, Inc.: None  
 Kenwood Silver Company, Inc.: None  
 Oneida Community, Limited: None  
 Oneida Food Service, Inc.: None  
 Oneida International, Inc.: None  
 Oneida Silversmiths, Inc.: None  
 Rego Corporation: None  
 Sakura, Inc.: None

THC Systems, Inc.:

<u>Patent Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
n/a	Dinnerware	07/08/97	D380,649	Design
Wm. A. Rogers, Ltd.:	None			