

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | Trademark Security Agreement (ABL)   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Oneida International Inc.        |  | 09/15/2006            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Wachovia Bank, National Association  |                       |                       |
| <b>Street Address:</b>           | 1133 Avenue of the Americas  |                       |                       |
| <b>City:</b>                     | New York   |                       |                       |
| <b>State/Country:</b>            | NEW YORK   |                       |                       |
| <b>Postal Code:</b>              | 10036  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION:   |                       |                       |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 2671450  | SANT' ANDREA          |                       |
| Registration Number:             | 2668370  | SANT ANDREA           |                       |
| Registration Number:             | 2651556  | SANT' ANDREA          |                       |
| Registration Number:             | 2386731  | SANT'ANDREA           |                       |
| Registration Number:             | 2469654  | SANT'ANDREA           |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (714)755-8290  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 714-540-1235   |                       |                       |
| <b>Email:</b>                    | ipdocket@lw.com  |                       |                       |
| <b>Correspondent Name:</b>       | Latham & Watkins LLP   |                       |                       |
| <b>Address Line 1:</b>           | 650 Town Center Drive, Suite 2000  |                       |                       |
| <b>Address Line 4:</b>           | Costa Mesa, CALIFORNIA 92626   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 038263-0050 (ABL - O. INT)   |                       |                       |

OP \$140.00 2671450

|                    |               |
|--------------------|---------------|
| NAME OF SUBMITTER: | Anna T Kwan   |
| Signature:         | /Anna T Kwan/ |
| Date:              | 10/31/2006    |

**Total Attachments: 18**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** dated as of September 15, 2006, is entered into by **Oneida Ltd.**, a Delaware corporation ("Oneida"), and each subsidiary of Oneida party to the Credit Agreement (the "Borrowers" and together with Oneida, the "Grantors") in favor of **Wachovia Bank, National Association**, as collateral agent for the benefit of the Secured Parties (in its capacity as collateral agent, the "Collateral Agent") (as amended, supplemented or otherwise modified from time to time, the "Agreement").

**WHEREAS**, the Grantors have entered into that certain Loan and Security Agreement, dated of as of the date hereof, among the financial institutions listed on the signature pages thereof (such financial institutions, together with their respective successors and assigns, are referred to hereinafter as the "Lenders"), the Grantors, Credit Suisse, as administrative agent for the Lenders, Wachovia Bank, National Association, as Collateral Agent and syndication agent for the Lenders and CIT Group / Commercial Services and Wells Fargo Foothill, LLC, as co-documentation agents for the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

**WHEREAS**, under the terms of the Credit Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in and continuing first lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trademark and service mark applications, including, without limitation, those trademarks, service marks, and trademark and service mark applications listed on Schedule A;

(b) all extensions, renewals, and reissues of any of the foregoing,

(c) all licenses of any of the foregoing,

(d) all goodwill associated with or symbolized by of any of the foregoing,

(e) all rights to sue for past, present, and future infringement of any of the foregoing, and

(f) all other rights related to any of the foregoing.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Credit Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Collateral Agent shall execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Each Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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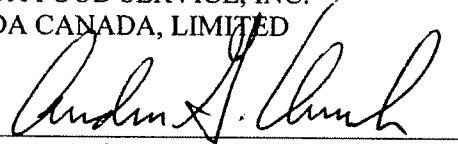
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ONEIDA LTD.

By: 

Name: Andrew G. Church  
Title: Senior Vice President and Chief Financial Officer

BUFFALO CHINA, INC.  
DELCO INTERNATIONAL, LTD.  
SAKURA, INC.  
THC SYSTEMS, INC.  
KENWOOD SILVER COMPANY, INC.  
ONEIDA SILVERSMITHS INC.  
ONEIDA INTERNATIONAL INC.  
ONEIDA FOOD SERVICE, INC.  
ONEIDA CANADA, LIMITED

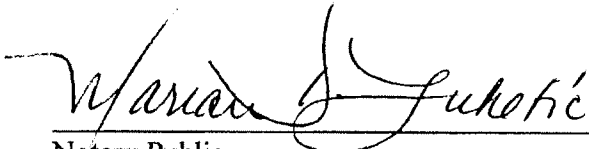
By: 

Name: Andrew G. Church  
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK    )  
                                  )  
COUNTY OF NEW YORK )           ss.

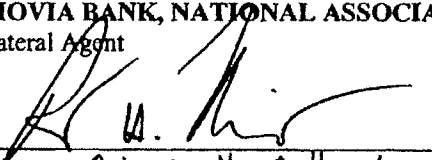
On this 13<sup>th</sup> day of September, 2006 before me personally appeared Andrew G. Church, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}

MARIAN D. LUKETIC  
Notary Public, State of New York  
No. 02LU5083644  
Qualified in Nassau County  
Commission Expires August 18, 2009

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Robert H. Milharact  
Title: Vice President

TRADEMARK SECURITY AGREEMENT (ABL) - ONEIDA LTD.

TRADEMARK  
REEL: 003418 FRAME: 0938

Trademarks

F/W = Flatware

H/W = Holloware

D/W = Dinnerware

G/W = Glassware and/or crystal

**Oneida Ltd.:**

| <u>Trademark</u>    | <u>Int'l Class</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Use</u> |
|---------------------|--------------------|-----------------|------------------|------------|
| 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        |
| 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        |
| Delco               | 21                 | 2620379         | 09/10/02         | H/W        |
| Dover               | 8                  | 849379          | 05/21/68         | F/W        |
| Dover               | 8                  | 889693          | 04/21/70         | F/W        |



## SCHEDULE A

| <b>Trademark</b> | <b>Int'l Class</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Use</b> |
|------------------|--------------------|-----------------|------------------|------------|
| 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        |
| 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        |
| 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        |
| Heirloom         | 8                  | 977690          | 01/29/74         | F/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        |
| 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        |
| 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                 | 1177324         | 11/10/81         | G/W        |
| Oneida           | 21                 | 2,263,002       | 07/20/99         | D/W        |

## SCHEDULE A

| <u>Trademark</u>      | <u>Int'l Class</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Use</u>    |
|-----------------------|--------------------|-----------------|------------------|---------------|
| 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                 | 2425852         | 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                 | 2,883,927       | 9/14/04          | Bakeware      |
| Oneida.com            | 35&42              | 2606501         | 8/13/02          | On-line Svcs. |
| Oneidacraft           | 8                  | 870429          | 06/03/69         | F/W           |
| Oneidaware            | 8                  | 2573555         | 5/28/02          | F/W           |
| Oneida Community      | 14                 | 185759          | 06/24/24         | F/W&H/W       |
| Oneida Cube           | 8                  | 818237          | 11/08/66         | F/W           |
| Oneida Cube           | 8                  | 818253          | 11/08/66         | F/W&H/W       |
| Oneida Home           | 35                 | 2,806,347       | 1/20/04          | Factory Store |
| OL Oneida & Design    | 14                 | 1065754         | 05/17/77         | H/W           |
| Park Lane             | 8                  | 439623          | 07/06/48         | F/W           |
| Peer                  | 8                  | 635891          | 10/16/56         | F/W           |
| Pendant               | 8                  | 876503          | 09/09/69         | F/W           |
| Port of Call          | 21                 | 2435750         | 03/13/01         | D/W           |
| Post Road             | 8                  | 953095          | 02/13/73         | F/W           |
| Proposal              | 8                  | 876501          | 09/09/69         | F/W           |
| Rego                  | 21                 | 1138785         | 09/19/80         | D/W           |
| Rego & design         | 21                 | 1141341         | 11/11/80         | D/W           |
| 1881 Rogers Stainless | 8                  | 755945          | 09/03/63         | F/W           |
| Rio                   | 8                  | 876500          | 09/09/69         | F/W           |
| Wm. A. Rogers         | 14                 | 805167          | 03/08/66         | F/W&H/W       |
| Wm. A. Rogers         | 8                  | 805119          | 03/08/66         | F/W           |
| Royal Provincial      | 14                 | 844991          | 02/27/68         | H/W           |
| Sakura                | 21                 | 2834012         | 04/20/04         | D/W           |
| Satinique             | 8                  | 836656          | 10/10/67         | F/W           |
| Seneca                | 8                  | 439625          | 07/06/48         | F/W           |
| Silver Artistry       | 8                  | 847602          | 04/16/68         | F/W           |
| Southern Garden       | 21                 | 1968249         | 04/16/96         | G/W           |
| SP                    | 21                 | 2355306         | 06/06/00         | G/W           |
| Stanton Hall          | 8                  | 528493          | 08/01/50         | F/W           |
| Sweet Briar           | 8                  | 879889          | 11/04/69         | F/W           |
| Tabletrendz           | 21                 | 2409298         | 11/28/00         | D/W           |
| The Art of Dining     | 21                 | 2049760         | 04/01/97         | D/W&G/W       |
| Thor                  | 8                  | 874194          | 08/05/69         | F/W           |
| Torsade               | 8                  | 2513666         | 12/04/01         | F/W           |

SCHEDULE A

| <u>Trademark</u> | <u>Int'l Class</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Use</u> |
|------------------|--------------------|-----------------|------------------|------------|
| Unity            | 8                  | 2195521         | 10/13/98         | F/W        |
| Valerie          | 8                  | 1158866         | 06/30/81         | F/W        |
| Vectra           | 8                  | 2195520         | 10/13/98         | F/W        |
| Will 'OWisp      | 8                  | 850218          | 06/04/68         | F/W        |
| Will 'OWisp      | 8                  | 875082          | 08/19/69         | F/W        |
| Woodmere         | 8                  | 857866          | 10/01/68         | FW         |
| Duchess          | 8                  | 0876013         | 09/02/69         | F/W        |
| Lasting Spring   | 8                  | 0518836         | 12/30/48         | F/W        |
| Profile          | 8                  | 0631265         | 07/24/56         | F/W        |

**Oneida Ltd. (International Trademarks):**

| Trademark   | Country                  | Status     | Reg. No. | Reg. Date   | Class | Goods |
|---|--------------------------|------------|----------|-------------|-------|-------|
| AFFECTION<br>Against: "Oneida" By Textiles Swantex S.A.<br>Against: ONIDA - Appln. No. 659862 | Australia                | Registered | A268,603 | 22-May-1973 | 8     |       |
|   | Ecuador                  | Opposition |          |             |       |       |
|   | India                    | Opposition |          |             |       |       |
| Against: Samico Import - ONEIDA   | Egypt                    | Opposition |          |             | 8     | F/W   |
| BUFFALO   | China (Peoples Republic) | Pending    |          |             | 21    | D/W   |
| COMMUNITY   | Australia                | Registered | A203,364 | 05-Jul-1966 | 8     |       |
| COMMUNITY   | Australia                | Registered | A49,939  | 13-Apr-1928 | 8     |       |
| COMMUNITY   | Chile                    | Registered | 483307   | 11-Jan-1977 | 8     |       |
| COMMUNITY   | Greece                   | Registered | 100482   | 17-Jul-1994 | 8     |       |
| COMMUNITY   | Guatemala                | Registered | 18792    | 01-Oct-1987 | 8     | F/W   |
| COMMUNITY   | Ireland                  | Registered | 71734    | 02-Nov-1987 | 8     |       |
| COMMUNITY   | Ireland                  | Registered | 32375    | 09-Oct-1912 | 14    |       |
| COMMUNITY   | New Zealand              | Registered | 11866    | 02-Mar-1984 | 14    |       |
| COMMUNITY   | New Zealand              | Registered | 81309    | 13-Jun-1966 | 8     |       |
| COMMUNITY   | Philippines              | Registered | 2562     | 03-Jun-1960 | 21    |       |
| COMMUNITY   | South Africa             | Registered | 92/0189  | 13-Jan-1992 | 8     |       |

SCHEDULE A

| Trademark          | Country                  | Status     | Reg. No.    | Reg. Date   | Class     | Goods |
|--------------------|--------------------------|------------|-------------|-------------|-----------|-------|
| COMMUNITY          | Sweden                   | Registered | 23837       | 26-Oct-1920 | 8,14      |       |
| COMMUNITY          | United Kingdom           | Registered | 346120      | 09-Oct-1912 | 8, 14, 21 |       |
| COMMUNITY          | Zimbabwe                 | Registered | 545/66      | 13-Jul-1977 | 8         |       |
| DAMASK ROSE        | Australia                | Registered | A268,602    | 22-May-1973 | 8         |       |
| DURACERAM          | China (Peoples Republic) | Registered | 582628      | 10-Feb-1992 | 21        | D/W   |
| DURACERAM          | New Zealand              | Registered | 242064      | 06-Nov-1996 | 21        | D/W   |
| DURACERAM & Design | Australia                | Registered | A528933     | 10-Nov-1992 | 21        | D/W   |
| DURACERAM & Design | Hong Kong                | Registered | B05447/1992 | 29-Dec-1992 | 21        | D/W   |
| DURACERAM & Design | South Africa             | Registered | 94/11145    | 06-Feb-1997 | 21        | D/W   |
| FINECERAM & Design | Australia                | Registered | B528935     | 02-Apr-1992 | 21        | D/W   |
| FINECERAM & Design | Hong Kong                | Registered | B03290/1992 | 18-Aug-1992 | 21        |       |
| HERCULES           | Mexico                   | Searched   |             |             | 8         | F/W   |
| NORTHLAND          | Colombia                 | Registered | 175926      | 20-Jun-1995 | 8         |       |
| NORTHLAND          | Japan                    | Registered | 856431      | 18-May-1970 | 13        |       |
| NORTHLAND          | Japan                    | Registered | 4433097     | 17-Nov-2000 | 8         | F/W   |
| NORTHLAND          | Mexico                   | Registered | 350829      | 06-Apr-1988 | 8         |       |
| ONEIDA             | Australia                | Registered | B284,450    | 14-Jan-1975 | 14        | F/W   |

SCHEDULE A

| Trademark | Country                     | Status     | Reg. No.                | Reg. Date       | Class        | Goods |
|-----------|-----------------------------|------------|-------------------------|-----------------|--------------|-------|
| ONEIDA    | Australia                   | Registered | 645024                  | 04-Nov-1994     | 8            |       |
| ONEIDA    | Benelux                     | Registered | 43309                   | 09-Jul-1971     | 8,21         |       |
| ONEIDA    | Benelux                     | Registered | 528207                  | 23-Feb-1993     | 14           |       |
| ONEIDA    | Bolivia                     | Registered | 48098-A                 | 25-Apr-1975     | 8            |       |
| ONEIDA    | Brazil                      | Registered | 270067                  | 17-Aug-1972     | 14           |       |
| ONEIDA    | Brazil                      | Registered | 270,067<br>(Divisional) | 17-Aug-1972     | 21           |       |
| ONEIDA    | Chile                       | Registered | 492271                  | 15-Jun-1977     | 8            | F/W   |
| ONEIDA    | China (Peoples<br>Republic) | Registered | 686633                  | 21-Apr-1994     | 8            |       |
| ONEIDA    | China (Peoples<br>Republic) | Registered | 651922                  | 28-Jul-1993     | 21           |       |
| ONEIDA    | Colombia                    | Registered | 130189                  | 12-Dec-1990     | 14           |       |
| ONEIDA    | Colombia                    | Registered | 171127                  | 29-Dec-1994     | 8            |       |
| ONEIDA    | Costa Rica                  | Registered | 47948                   | 14-Aug-1974     | 21           |       |
| ONEIDA    | Dominican<br>Republic       | Registered | 23062                   | 20-Jun-1974     | 41           |       |
| ONEIDA    | Dominican<br>Republic       | Registered | 23063                   | 20-Jun-1974     | 40           |       |
| ONEIDA    | Ecuador                     | Registered | 385-47                  | 10-Jul-1947     |              |       |
| ONEIDA    | Egypt                       | Registered | 61224                   | 07-Feb-1989     | 8            | F/W   |
| ONEIDA    | El Salvador                 | Registered | 91 Book 67              | 27-May-<br>1977 | 42a,<br>127a |       |
| ONEIDA    | European<br>Community       | Registered | 271098                  | 16-Dec-1998     | 8, 14,<br>21 |       |
| ONEIDA    | France                      | Registered | 1589979                 | 03-Jun-1965     | 8,21         |       |
| ONEIDA    | Germany                     | Registered | 772756                  | 13-Feb-1972     | 8, 14,<br>21 |       |
| ONEIDA    | Greece                      | Registered | 100483                  | 17-Jul-1994     | 8, 14,<br>21 |       |
| ONEIDA    | Guatemala                   | Registered | 89393                   | 12-Apr-1998     | 8            |       |
| ONEIDA    | Guatemala                   | Registered | 89394                   | 12-Apr-1998     | 14           |       |

SCHEDULE A

| Trademark | Country            | Status     | Reg. No. | Reg. Date   | Class | Goods     |
|-----------|--------------------|------------|----------|-------------|-------|-----------|
| ONEIDA    | Guatemala          | Registered | 29032    | 28-Feb-1975 | 21    |           |
| ONEIDA    | Honduras           | Registered | 21979    | 14-Feb-1975 | 14    |           |
| ONEIDA    | Honduras           | Registered | 47691    | 19-May-1987 | 21    |           |
| ONEIDA    | Hong Kong          | Registered | 3643/97  | 25-Mar-1997 | 8     |           |
| ONEIDA    | Hong Kong          | Registered | 2567/95  | 30-Mar-1995 | 14    |           |
| ONEIDA    | Ireland            | Registered | B102509  | 31-Jan-1986 | 8     |           |
| ONEIDA    | Ireland            | Registered | B102510  | 31-Jan-1986 | 14    |           |
| ONEIDA    | Israel             | Registered | 85741    | 14-Dec-1992 | 8     | F/W & H/W |
| ONEIDA    | Israel             | Registered | 85742    | 14-Dec-1992 | 14    | F/W & H/W |
| ONEIDA    | Japan              | Registered | 856432   | 18-May-1970 | 13    | F/W       |
| ONEIDA    | Japan              | Registered | 914495   | 31-Jul-1971 | 14    | F/W       |
| ONEIDA    | Japan              | Registered | 411844   | 23-May-1982 | 8,14  |           |
| ONEIDA    | Jordan             | Registered | 13304    | 08-May-1975 | 14    |           |
| ONEIDA    | Korea, Republic of | Registered | 69648    | 13-Jun-1980 | 18    |           |
| ONEIDA    | Korea, Republic of | Registered | 70879    | 31-Jul-1980 | 31    |           |
| ONEIDA    | Malaysia           | Registered | 93/1285  | 24-Feb-1995 | 8     |           |
| ONEIDA    | Malaysia           | Registered | 93/1284  | 18-Oct-1995 | 14    |           |
| ONEIDA    | Mexico             | Registered | 253666   | 01-Apr-1980 | 8     | F/W       |
| ONEIDA    | Mexico             | Registered | 36859    | 11-Sep-1976 | 14    | F/W & H/W |
| ONEIDA    | Mexico             | Registered | 625747   | 29-Sep-2000 | 21    | D/W       |

SCHEDULE A

| Trademark | Country            | Status     | Reg. No.   | Reg. Date   | Class | Goods        |
|-----------|--------------------|------------|------------|-------------|-------|--------------|
| ONEIDA    | New Zealand        | Registered | B113754    | 07-Nov-1975 | 14    |              |
| ONEIDA    | New Zealand        | Registered | B113753    | 07-Nov-1975 | 8     |              |
| ONEIDA    | Nicaragua          | Registered | 2839       | 04-Apr-1975 | 14    | F/W          |
| ONEIDA    | Nicaragua          | Registered | 2840       | 04-Apr-1975 | 21    | D/W          |
| ONEIDA    | Panama             | Registered | 19003      | 23-Sep-1984 | 6     |              |
| ONEIDA    | Peru               | Registered | 37105      | 19-Feb-1981 | 8     |              |
| ONEIDA    | Peru               | Registered | 37153      | 19-Feb-1981 | 14    |              |
| ONEIDA    | Philippines        | Registered | 2745       | 24-Jan-1963 | 8     | F/W          |
| ONEIDA    | Philippines        | Registered | 2746       | 24-Jan-1963 | 14    | H/W          |
| ONEIDA    | Portugal           | Registered | 188141     | 13-Mar-1981 | 14    | F/W &<br>H/W |
| ONEIDA    | Puerto Rico        | Registered | 44779      | 01-Mar-1999 | 8     | F/W          |
| ONEIDA    | Puerto Rico        | Registered | 44782      | 01-Mar-1999 | 14    | F/W &<br>H/W |
| ONEIDA    | Russian Federation | Registered | 125504     | 10-May-1995 | 8,14  |              |
| ONEIDA    | Saudi Arabia       | Registered | 313/34     | 17-Jul-1994 | 8     |              |
| ONEIDA    | Saudi Arabia       | Registered | 313/35     | 17-Jul-1994 | 14    |              |
| ONEIDA    | Singapore          | Registered | T92/09040E | 25-Nov-1992 | 8     | F/W &<br>H/W |
| ONEIDA    | Singapore          | Registered | T92/09039A | 25-Nov-1992 | 14    |              |
| ONEIDA    | South Africa       | Registered | 93/10891   | 08-Jan-1996 | 8     | F/W          |
| ONEIDA    | South Africa       | Registered | 93/10892   | 08-Jan-1996 | 14    |              |
| ONEIDA    | Switzerland        | Registered | 275722     | 09-Oct-1974 | 14,21 |              |
| ONEIDA    | Taiwan             | Registered | 857216     | 01-Jul-1999 | 8     | F/W          |

SCHEDULE A

| Trademark                                       | Country              | Status     | Reg. No.  | Reg. Date   | Class     | Goods     |
|---|----------------------|------------|-----------|-------------|-----------|-----------|
| ONEIDA  | Taiwan               | Registered | 853676    | 01-Jun-1999 | 14        | D/W       |
| ONEIDA  | Turkey               | Registered | 145659    | 28-May-1993 | 8, 14, 21 | F/W & H/W |
| ONEIDA  | United Arab Emirates | Registered | 11365     | 31-Jul-1997 | 8         | F/W       |
| ONEIDA  | United Arab Emirates | Registered | 11366     | 31-Jul-1997 | 14        | F/W & H/W |
| ONEIDA  | Venezuela            | Registered | 19552     | 11-May-1948 | 28        |           |
| ONEIDA  | Venezuela            | Registered | 19553     | 11-May-1948 | 23        |           |
| ONEIDA & Cube Design                            | Japan                | Registered | 398130    | 18-Apr-1971 | 8         |           |
| ONEIDA in Rectangle                             | Argentina            | Registered | 1320456   | 24-Nov-1978 | 8         |           |
| ONEIDA SILVERSMITHS                             | New Zealand          | Registered | B113756   | 07-Nov-1975 | 14        |           |
| ONEIDA SILVERSMITHS                             | South Africa         | Registered | 60/1555/1 | 25-Apr-1974 | 8         |           |
| ONEIDA Stylized in Cube                         | Australia            | Registered | B284,363  | 08-Jan-1975 | 8         | F/W       |
| ONEIDA Stylized in Cube                         | Australia            | Registered | B284,364  | 08-Jan-1975 | 14        | H/W       |
| ONEIDA Stylized in Cube                         | Australia            | Registered | B284,365  | 08-Jan-1975 | 21        | H/W       |
| ONEIDACRAFT                                     | Colombia             | Registered | 187613    | 17-May-1996 | 8         |           |
| ONEIDACRAFT                                     | Mexico               | Registered | 236048    | 16-Aug-1979 | 8         |           |
| ONEIDACRAFT                                     | Zimbabwe             | Registered | 546/66    | 13-Jul-1977 | 8         |           |
| Opposition Against: ONIDA - Appln No. 1,080,434 | India                | Opposition |           |             |           |           |
| Opposition Against: ONIDA - Appln No. 1,093,553 | India                | Opposition |           |             |           |           |
| Opposition Against: ONIDA - Appln No. 681,859   | India                | Opposition |           |             |           |           |
| REGO  | Brazil               | Registered | 819877751 | 10-Aug-1999 | 20.25     | D/W       |



SCHEDULE A

| Trademark      | Country   | Status     | Reg. No. | Reg. Date   | Class | Goods |
|----------------|-----------|------------|----------|-------------|-------|-------|
| REGO           | Colombia  | Registered | 202221   | 24-Oct-1997 | 21    | D/W   |
| REGO           | Peru      | Registered | 38255    | 18-Aug-1997 | 21    | D/W   |
| STANLEY ROGERS | Australia | Registered | 891397   | 27-Jan-2004 | 14,21 | F/W   |
| STANLEY ROGERS | Australia | Registered | 969199   | 17-May-2004 | 8     | F/W   |
| W. A. ROGERS   | Mexico    | Pending    |          |             | 8     |       |
| W. A. ROGERS   | Mexico    | Registered | 895689   | 22-Aug-2005 | 21    |       |
| WM. A. ROGERS  | Venezuela | Registered | 89,780-F | 12-Feb-1979 | 23    |       |

**Oneida Ltd. (Canadian Trademarks):**

1. Trademarks: ONEIDA, Registered, 1010239, TMA533137
2. Trademarks: CHATEAU, Registered, 0860111, TMA505816
3. Trademarks: CAPRI, Registered, 0821511, TMA500351
4. Trademarks: ONEIDA, Registered, 0645149, TMA376942
5. Trademarks: NEEDLEPOINT, Registered, 0645148, TMA376941
6. Trademarks: WM. A. ROGERS, Registered, 0530601, TMDA048471
7. Trademarks: ONEIDA; DESIGN, Registered, 0500023, TMA285204
8. Trademarks: LTD, Registered, 0500022, TMA285429
9. Trademarks: ONEIDA COMMUNITY, Registered, 0484242, TMDA020961
10. Trademarks: PROFILE, Registered, 0463453, TMA260269
11. Trademarks: CLASSIC SHELL, Registered, 0434855, TMA249212
12. Trademarks: AMORESQUE, Registered, 0429662, TMA236121
13. Trademarks: HEIRLOOM, Registered, 0390163, TMA217495
14. Trademarks: ROMA, Registered, 0345220, TMA184720
15. Trademarks: VALOR, Registered, 0306709, TMA157335
16. Trademarks: ONEIDA, Registered, 0306042, TMA161819
17. Trademarks: 1881 ROGERS STAINLESS & DESIGN, Registered, 0297467, TMA153505
18. Trademarks: HOMESTEAD, Registered, 0291615, TMA144765
19. Trademarks: ENVOY, Registered, 0291614, TMA144764
20. Trademarks: ROSEANNE, Registered, 0290787, TMA144280
21. Trademarks: ARTISTRY, Registered, 0287923, TMA142389
22. Trademarks: FROSTFIRE, Registered, 0280107, TMA136802
23. Trademarks: COMMUNITY, Registered, 0261800, TMA123530
24. Trademarks: AFFECTION, Registered, 0261799, TMA123529

SCHEDULE A

25. Trademarks: ACCENT, Registered, 0233951, TMA104101
26. Trademarks: ONEIDACRAFT, Registered, 0232058, TMA102987
27. Trademarks: NORTHLAND, Registered, 0224074, UCA048058
28. Trademarks: ONEIDA, Registered, 0216963, UCA044115
29. Trademarks: ENCHANTMENT, Registered, 0214690, UCA042953
30. Trademarks: LASTING SPRING, Registered, 0210507, UCA037769
31. Trademarks: DAMASK ROSE, Registered, 0210506, UCA039114
32. Trademarks: CORONATION, Registered, 0168125, UCA006870
33. Trademarks: LADY HAMILTON, Registered, 0156123, TMDA053719
34. Trademarks: 1881 ROGERS A1 (R) (R) (R) TRIPLE, Registered, 0155854, TMDA053731
35. Trademarks: HEIRLOOM., Registered, 0155053, TMDA053056
36. Trademarks: 1881,R ROGERS & DESIGN, Registered, 0150343, TMDA048987
37. Trademarks: ROGERS & DESIGN, Registered, 0129804, TMDA039937
38. Trademarks: HEIRLOOM, Registered, 0084626, TMDA020651
39. Trademarks: ONEIDA., Registered, 0084167, TMDA020960
40. Trademarks: "1881" ROGERS & DESIGN, Registered, 0083103, TMDA020244
41. Trademarks: COMMUNITY, Registered, 0064249, TMDA013179

**Buffalo China, Inc.:**

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

**Delco International, Ltd.:**

| <u>Trademark</u> | <u>Int'l Class</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Use</u> |
|------------------|--------------------|-----------------|------------------|------------|
| 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        |

**Kenwood Silver Company, Inc.:** None

**Oneida Food Service, Inc.:** None

SCHEDULE A

**Oneida International Inc.:**

| <u>Trademark</u> | <u>Class</u> | <u>Reg. #</u> | <u>Reg. Date</u> | <u>Use</u> |
|------------------|--------------|---------------|------------------|------------|
| Sant' Andrea     | 11,14,21     | 2671450       | 1/7/03           | HW         |
| Sant' Andrea     | 11,14,21     | 2668370       | 12/31/02         | HW         |
| Sant' Andrea     | 8            | 2651556       | 11/19/02         | FW         |
| Sant' Andrea     | 8 & 21       | 2386731       | 09/19/00         | F/W&H/W    |
| Sant' Andrea     | 14           | 2469654       | 7/17/01          | H/W        |

**Oneida International Inc. (International Trademarks):**

| Trademark   | Country                  | Status     | Reg. No.   | Reg. Date   | Class     | Goods     |
|-------------|--------------------------|------------|------------|-------------|-----------|-----------|
| SANT'ANDREA | Argentina                | Registered | 1763046    | 22-Nov-1999 | 8         | F/W       |
| SANT'ANDREA | Australia                | Registered | A512320    | 07-Jun-1989 | 8         | F/W       |
| SANT'ANDREA | Australia                | Registered | A512321    | 07-Jun-1989 | 14        | H/W       |
| SANT'ANDREA | Australia                | Registered | A512322    | 07-Jun-1989 | 21        | H/W       |
| SANT'ANDREA | Canada                   | Registered | 373664     | 21-Sep-1990 |           |           |
| SANT'ANDREA | China (Peoples Republic) | Registered | 529545     | 20-Sep-1990 | 8         | F/W       |
| SANT'ANDREA | China (Peoples Republic) | Registered | 530373     | 30-Sep-1990 | 14        | H/W       |
| SANT'ANDREA | China (Peoples Republic) | Registered | 531781     | 20-Oct-1990 | 21        |           |
| SANT'ANDREA | France                   | Registered | 1535188    | 02-Jun-1989 | 8,14,21   | F/W & H/W |
| SANT'ANDREA | Germany                  | Registered | 1157006    | 04-Apr-1990 | 8,14,21   |           |
| SANT'ANDREA | Hong Kong                | Registered | 3655/90    | 29-Nov-1990 | 8         | F/W       |
| SANT'ANDREA | Hong Kong                | Registered | 3121/91    | 24-Sep-1991 | 14        | H/W       |
| SANT'ANDREA | Hong Kong                | Registered | 1178/93    | 25-Mar-1992 | 21        |           |
| SANT'ANDREA | Italy                    | Registered | 863246     | 29-Oct-1992 | 4,8,21,24 |           |
| SANT'ANDREA | Japan                    | Registered | 2352837    | 29-Nov-1991 | 8,14,21   | F/W & H/W |
| SANT'ANDREA | Mexico                   | Registered | 370888     | 14-Dec-1989 | 13        |           |
| SANT'ANDREA | Singapore                | Registered | T89/03542C | 06-Jun-1989 | 8         | F/W       |

SCHEDULE A

| Trademark            | Country        | Status     | Reg. No.     | Reg. Date   | Class   | Goods     |
|----------------------|----------------|------------|--------------|-------------|---------|-----------|
| SANT'ANDREA          | Singapore      | Registered | T89/03544Z   | 06-Jun-1989 | 21      |           |
| SANT'ANDREA          | Spain          | Registered | 1505804      | 05-Mar-1992 | 8       | F/W       |
| SANT'ANDREA          | Spain          | Registered | 1505806      | 05-Mar-1992 | 21      |           |
| SANT'ANDREA          | Taiwan         | Registered | 478353       | 16-Mar-1990 | 38      |           |
| SANT'ANDREA          | Taiwan         | Registered | 483397       | 01-May-1990 | 56      |           |
| SANT'ANDREA          | Taiwan         | Registered | 487732       | 16-Jun-1990 | 67      |           |
| SANT'ANDREA          | United Kingdom | Registered | 1386209      | 01-Jun-1989 | 8       | F/W       |
| SANT'ANDREA          | United Kingdom | Registered | 1386210      | 01-Jun-1989 | 14      | H/W & F/W |
| SANT'ANDREA          | United Kingdom | Registered | 1386211      | 01-Jun-1989 | 21      | H/W & F/W |
| SANT'ANDREA & Design | Indonesia      | Registered | 430758       | 22-Dec-1997 | 8       |           |
| SANT'ANDREA & Design | Indonesia      | Registered | 429.818      | 22-Dec-1997 | 14      |           |
| SANT'ANDREA & Design | Indonesia      | Registered | 429871       | 22-Dec-1997 | 21      |           |
| SANT'ANDREA & Design | Italy          | Registered | 920656       | 01-Dec-2003 | 8,21    |           |
| SANT'ANDREA & Design | Philippines    | Registered | 4-1998-00330 | 13-May-2002 | 8,14,21 | F/W & H/W |

**Oneida Silversmiths Inc.:** None

**Sakura, Inc.:** None

**THC Systems, Inc.:** None

**Oneida Canada, Limited:** None