

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tianshan Inc.		11/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Rosenthal & Rosenthal, Inc.
Street Address:	1370 Broadway
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	78416142	FAIRFIELD
Serial Number:	78189572	SALUTE CERAMICS
Serial Number:	76326780	MASON CASH
Serial Number:	76326474	THE ORIGINAL MASON CASH ENGLISH KITCHEN BOWL COMPANY
Serial Number:	76647353	ZAP DISHES
Serial Number:	76588826	AMERICAN BISTRO DINER-WARE
Serial Number:	76544906	STONEY HILL
Serial Number:	76471718	ORBIT
Serial Number:	76450595	STAXX
Serial Number:	76430005	CULINARY ARTS
Serial Number:	76420493	STACK-UP
Serial Number:	76330175	STAFFORDSHIRE ENGRAVINGS
Serial Number:	76243444	CASTLEMERE CREATIONS

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Serial Number:	76232368	DOGGY DINNERWARE
Serial Number:	75833871	SAUVIGNON
Serial Number:	75121442	BELLA CERAMICA MADE IN CHINA
Serial Number:	74617978	BELLA CERAMICA MICROWAVE SAFE OVEN TO TABLE DISHWASHER SAFE MADE IN CHINA BY TIENSHAN
Serial Number:	74532678	NORTH COUNTRY
Serial Number:	74496517	CENTRUMETAL
Serial Number:	74342543	KITCHEN BASICS BY TIENSHAN
Serial Number:	74236081	DECK THE HALLS
Serial Number:	74236018	HOLIDAY HOSTESS
Serial Number:	74034494	CULINARY ARTS
Serial Number:	73724498	TIENSHAN

CORRESPONDENCE DATA

Fax Number: (212)356-0914
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 356-0920
Email: clustgarten@rosenfact.com
Correspondent Name: Chester Lustgarten
Address Line 1: 1370 Broadway
Address Line 2: 2nd Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Chester P. Lustgarten
Signature:	/CPL/
Date:	12/08/2006

Total Attachments: 7
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Trademark Security Agreement

SECURITY AGREEMENT, dated as of November 30, 2006 between Tienshan Inc., a Delaware corporation (the "Debtor"), and Rosenthal & Rosenthal, Inc., a New York corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Financing Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Financing Agreement" means the Financing Agreement, dated November 30, 2006, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Financing Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or

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hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 13.

SECTION 3. Supplement to Financing Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Financing Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Financing Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

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- (a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.
- (b) Debtor owns the trademarks listed on Schedule A and none of such trademarks are subject to any liens or encumbrances.
- (c) Debtor will not encumber or dispose of any interest in the Collateral, including the granting of licenses with respect to the Collateral, without the prior written consent of Secured Party

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7 Remedies. Upon the breach of any of the terms hereof, or the breach of, or default under, the Financing Agreement, including Debtor's failure to pay any of the Obligations, when due, Secured Party shall have all of the rights and remedies of a secured party under the UCC.

SECTION 8, Power of Attorney. Debtor does hereby irrevocably constitute and appoint Secured Party and any of its officers or agents, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable power and authority in Debtor's place and stead and in its name or in Secured Party's own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action

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and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement

SECTION 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Financing Agreement.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 11. Entire Agreement; Amendment. This Agreement and the Financing Agreement, together with the Schedule A hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Financing Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Financing Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Financing Agreement.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 13. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

TRADEMARK

REF: 003440 FRAME: 0379

SECTION 14. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

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

TIENSHAN INC.

By: 

Title: CEO

ROSENTHAL & ROSENTHAL, INC.

By: 

Title: V.P.

TRADEMARK

REF: 002410 FRAME: 0280

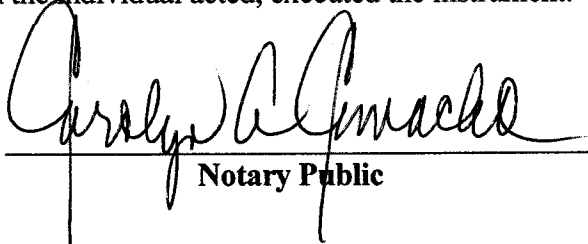
STATE OF New York)

: ss.:

COUNTY OF New York)

On the 30 day of Noyember in the year 2006 before me, the undersigned, personally appeared John Brunschwig, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010



Notary Public

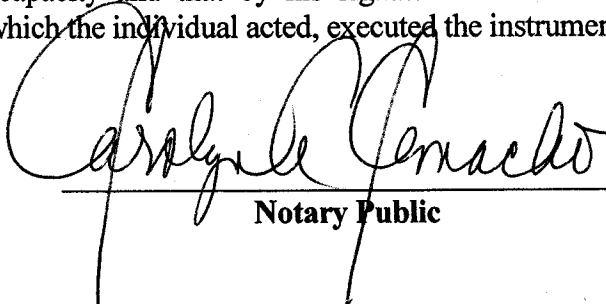
STATE OF New York)

: ss.:

COUNTY OF New York)

On the 30 day of November in the year 2006 before me, the undersigned, personally appeared THOMAS LAURIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Kings County
Commission Expires June 26, 2010



Notary Public

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Schedule A

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	78416142	3040377	FAIRFIELD	TARR	LIVE
2	78189572	2857846	SALUTE CERAMICS	TARR	LIVE
3	76326780	2604657	MASON CASH	TARR	LIVE
4	76326474	2826899	THE ORIGINAL MASON CASH ENGLISH KITCHEN BOWL COMPANY	TARR	LIVE
5	76647353		ZAP DISHES	TARR	LIVE
6	76588826		AMERICAN BISTRO DINER-WARE	TARR	LIVE
7	76544906	2952762	STONEY HILL	TARR	LIVE
8	76471718	2846128	ORBIT	TARR	LIVE
9	76450595	2900329	STAXX	TARR	LIVE
10	76430005		CULINARY ARTS	TARR	LIVE
11	76420493	2798908	STACK-UP	TARR	LIVE
12	76330175	2872167	STAFFORDSHIRE ENGRAVINGS	TARR	LIVE
13	76243444	2785377	CASTLEMERE CREATIONS	TARR	LIVE
14	76232368	2830936	DOGGY DINNERWARE	TARR	LIVE
15	75833871	2607911	SAUVIGNON	TARR	LIVE
16	75121442	2234670	BELLA CERAMICA MADE IN CHINA	TARR	LIVE
17	74617978	1979366	BELLA CERAMICA MICROWAVE SAFE OVEN TO TABLE DISHWASHER SAFE MADE IN CHINA BY TIENSHAN	TARR	LIVE
18	74532678	1975325	NORTH COUNTRY	TARR	LIVE
19	74496517	1974095	CENTRUMETAL	TARR	LIVE
20	74342543	1791672	KITCHEN BASICS BY TIENSHAN	TARR	LIVE
21	74236081	1765918	DECK THE HALLS	TARR	LIVE
22	74236018	1748556	HOLIDAY HOSTESS	TARR	LIVE
23	74034494	1696964	CULINARY ARTS	TARR	LIVE
24	73724498	1549207	TIENSHAN	TARR	LIVE

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