

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Business Credit, Inc.		01/31/1995	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Shawmut Capital Corporation (now known as Fleet Capital Corp.)		
Street Address:	20800 Swensen Drive, Suite 350		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0233519	ESKIMO	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-3192		
Email:	pmcbride@sonnenschein.com		
Correspondent Name:	Peggy L. McBride		
Address Line 1:	7800 Sears Tower		
Address Line 2:	Sonnenschein Nath & Rosenthal LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	09741620-0021		
NAME OF SUBMITTER:	Peggy L. McBride		
Signature:	/Peggy L. McBride/		
Date:	07/25/2007		

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Total Attachments: 3

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Prepared by: /
After Recording Return To:

Maury B. Poscover, Esq.
Husch & Eppenberger
100 North Broadway, Suite 1300
St. Louis, Missouri 63102
(314) 421-4800

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of January 31, 1995 by and between BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation, with an address at 200 West Madison, Chicago, Illinois 60606 ("Barclays") and SHAWMUT CAPITAL CORPORATION, a Connecticut corporation, with an address at 20800 Swenson Drive, Suite 350, Waukesha, Wisconsin 53186 ("Shawmut").

PRELIMINARY STATEMENTS:

A. Barclays and Toastmaster Inc., a Missouri corporation ("Borrower") are parties to that certain Loan and Security Agreement dated as of November 19, 1993 (as amended or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in the Loan Agreement.

B. As part of the security for the Obligations, Borrower executed and delivered to Barclays that certain Trademark Collateral Assignment and Security Agreement dated as of April 18, 1990 recorded on June 21, 1990 in the U.S. Patent and Trademark Office at Reel 0717, Frame 309 relating to the items on Schedule A hereto (as amended or otherwise modified from time to time, the "Assignment").

C. On or about the date hereof, Barclays is selling to Shawmut, and Shawmut is purchasing from Barclays, substantially all of Barclays' assets. In connection therewith, Barclays shall assign, and Shawmut shall assume, all of Barclays' right, title and interest in and to the Collateral and the Loan Agreement and the other Loan Documents, including but not limited to the Assignment under and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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{Toastmaster/Other Trademarks}

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REEL: 1348 FRAME: 0042

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1. Assignment and Assumption. Barclays hereby assigns to Shawmut all of Barclays' right, title and interest in and to the Assignment, and Shawmut hereby assumes all of Barclays' obligations under the Assignment. Shawmut agrees to be bound by all the terms thereof.

2. Further Assurances. The parties hereto agree to execute such other and further documents, instruments and agreements as may be necessary to implement the provisions of this Agreement and to perfect and protect the liens and security interests created by the Loan Documents.

3. No Amendments. The Assignment shall remain in full force and effect without change and be binding in accordance with its terms.

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

BARCLAYS BUSINESS CREDIT, INC.

[SEAL]

By: [Signature]
Name: Timothy A. Clarke
Title: V.P.

SHAWMUT CAPITAL CORPORATION

[SEAL]

By: [Signature]
Name: Richard A. Tomney, Sr.
Title: S.V.P.

STATE OF NY)
COUNTY OF NY) SS.

On this 31 day of January, 1995, before me, a Notary Public in and for said State, personally appeared Timothy Clarke to me personally known, who, being by me duly sworn, did say that he is the Vice President of BARCLAYS BUSINESS CREDIT, INC., a corporation organized under the laws of the State of Connecticut, and that said instrument was signed on behalf of

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said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Dana Bourgeois
Notary Public

[SEAL]

My Commission expires:

NOTARY PUBLIC
STATE OF NEW YORK
QUICK SERVICE
COMMISSION EXPIRES OCTOBER 3, 1998

STATE OF NY)
COUNTY OF NY) SS.

On this 31 day of January, 1995, before me, a Notary Public in and for said State, personally appeared Richard Toomey, to me personally known, who being by me duly sworn, did say that he/she is the Sr. Vice President of SHAWMUT CAPITAL CORPORATION, a corporation organized under the laws of the State of Connecticut, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Dana Bourgeois
Notary Public

[SEAL]

My Commission expires:

NOTARY PUBLIC
STATE OF NEW YORK
QUICK SERVICE
COMMISSION EXPIRES OCTOBER 3, 1998

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[Roastmaster/"Other" Trademarks]

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