

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FORTESSA, INC.		07/16/2007	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 MARKET STREET		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Registration Number:	3247130	VITRALUXE	
Registration Number:	3217024	ACCENTZ	
Serial Number:	77149199	CERES	
Registration Number:	3237498	FORTESSA	
Registration Number:	2660461	ALESSANDRA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(215)864-9790		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.864.8222		
Email:	steffen@ballardspahr.com		
Correspondent Name:	Sally A. Steffen		
Address Line 1:	Ballard Spahr Andrews & Ingersoll, LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
ATTORNEY DOCKET NUMBER:	075942		

CH \$140.00 3247130

NAME OF SUBMITTER:	Sally A. Steffen
Signature:	/Sally A. Steffen/
Date:	08/13/2007
<b>Total Attachments: 9</b> source=Fortessa security agreement#page1.tif source=Fortessa security agreement#page2.tif source=Fortessa security agreement#page3.tif source=Fortessa security agreement#page4.tif source=Fortessa security agreement#page5.tif source=Fortessa security agreement#page6.tif source=Fortessa security agreement#page7.tif source=Fortessa security agreement#page8.tif source=Fortessa security agreement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 16th day of July, 2007 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, Grantor, GATCO OF VIRGINIA, INC., ESCHENBACH, USA, INC., STERLING HOUSEWARES LLC and FORTESSA INTELLECTUAL PROPERTY, LLC (together with Grantor, the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit and Security Agreement dated as of May 9, 2006 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**FORTESSA, INC.**

By: Walter G. Kemberger  
Name: \_\_\_\_\_  
Title: CEO/Pres

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: James Sierakowski  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

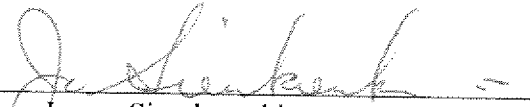
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**FORTESSA, INC.**

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

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: James Sierakowski  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>JURISDICTION</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
VITRALUXE	USA	3247130	05/29/07
ACCENTZ	USA	3217024	3/13/07
ACCENTZ	Virginia	7475	07/25/05
CERES	USA	77149199 (Serial No.)	04/05/07 (Filing Date)
FORTESSA	USA	3237498	05/01/07
ALESSANDRA	USA	2660461	12/10/02

**PENDING TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>

**DESIGN PATENT REGISTRATIONS**

<b>PATENT TITLE</b>	<b>FILING DATE</b>	<b>PATENT NO.</b>	<b>REG. DATE</b>	<b>ASSIGNEE</b>	<b>ATTORNEY OF RECORD</b>
Boullion Cup	05/08/06	29/259,401			
Coffee Cup	05/08/06	29/259,400			
Plate	05/08/06	29/259,400			
Saucer	05/08/06	29/259,387			
Soup Bowl	05/08/06	29/259,389			

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :

STATE OF *Virginia* : SS

COUNTY OF *Loudoun* :

On this 30 of July, 2007, before me personally appeared *Martin G. Hambeger* ~~to me known and being~~ duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Karen R. St. Clair*  
Notary Public

My Commission Expires: *July 31, 2008*

(ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

DMEAST #9835223 v2

**TRADEMARK**  
**REEL: 003600 FRAME: 0161**



## POWER OF ATTORNEY

FORTESSA, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor, Gatco of Virginia, Inc., Eschenbach, USA, Inc., Sterling Housewares LLC and Fortessa Intellectual Property, LLC, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this  
20 day of July, 2007.

FORTESSA, INC.

By:

Name:

Title:

*John G. Jemberger*  
*Secy / Treas*

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Virginia* : SS  
COUNTY OF *Loudoun* :

On this 30 of July, 2007, before me personally appeared *Martin G. Pulley*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

*Karen R. St. Clair*  
Notary Public  
My Commission Expires: *July 31, 2008*

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

DMEAST #9835223 v2