

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Mills, Inc.		04/23/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Oneida Ltd.		
Street Address:	163-181 Kenwood Avenue		
City:	Oneida		
State/Country:	NEW YORK		
Postal Code:	13421		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2131078	CUBBY BEAR	
CORRESPONDENCE DATA			
Fax Number:	(315)361-3700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	315 361 3636		
Email:	catherine.suttmeier@oneida.com		
Correspondent Name:	Catherine H. Suttmeier		
Address Line 1:	163-181 Kenwood Avenue		
Address Line 2:	Legal Department		
Address Line 4:	Oneida, NEW YORK 13421		
NAME OF SUBMITTER:	Catherine H. Suttmeier		
Signature:	/Catherine H. Suttmeier/		
Date:	11/29/2007		

CH \$40.00 2131078

Total Attachments: 5

900093018

**TRADEMARK
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ASSET SALE AGREEMENT

This Asset Sale Agreement ("Agreement"), dated as of April 23, 2007 (the "Effective Date"), is made and entered into by and between General Mills, Inc., with offices located at One General Mills Blvd, Minneapolis, MN 55426 (GMI"), and Oneida Ltd., with offices located at 163-181 Kenwood Ave., Oneida, NY 13421("Oneida").

WHEREAS, the parties entered into an Agreement dated June 28, 1995, regarding the sale by Oneida and the purchase by GMI of various Oneida Community and Oneidaware flatware products (the "Flatware"), the designs of which are the exclusive property of GMI, for resale through GMI's wholly owned subsidiary, General Mills Direct Marketing, Inc. ("GMDM");

WHEREAS, GMI desires to sell and assign to Oneida, and Oneida desires to purchase and assume from GMI, on the terms and conditions set forth in this Agreement, certain assets relating to the Flatware business of GMDM;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement:

1. **Transfer of Assets**

On the terms and subject to the conditions set forth in this Agreement, the GMI shall sell, transfer and assign to Oneida, and Oneida shall purchase, acquire and assume from the GMI, all of GMI's right, title and interest in and to the assets relating to the Flatware business of GMDM described on Exhibit A attached hereto and incorporated herein by this reference (the "Purchased Assets").

2. **Customer Names and Addresses**

Included in the Purchased Assets and deliverable in the format and method set forth on Exhibit A are One Million Three Hundred Two Thousand Four Hundred Fifty Two (1,302,452), names and street addresses of GMDM Flatware customers. As between GMI and Oneida, Oneida shall have exclusive rights to market the Flatware to these GMDM Flatware customers while GMI reserves the right to market products other than the Flatware to these GMDM Flatware customers. Due to GMI's website privacy policy, Sixty Two Thousand Nine Hundred Forty Six (62,946) names and email addresses of GMDM Flatware customers (the "Email Customers") are not included in the Purchased Assets and GMI shall retain exclusive rights to market products other than flatware to these Email Customers. GMI agrees to send an email to the Email Customers who have opted-in to receive emails advising them that the Flatware business of GMDM will be handled by Oneida and providing an opportunity to the Email Customers to opt in to receive emails from Oneida

3. **Betty Crocker Trademark License**

- a. **License Grant.** GMI hereby grants Oneida a limited, non-transferable (other than to sub-distributors of the Flatware), non-exclusive, royalty-free license to use BETTY CROCKER (but not the Betty Crocker spoon logo or the Betty Crocker portrait) only in the context of a reference such as "previously sold through the Betty Crocker Catalog" or wording with similar meaning (the "Property") and solely in connection with the sale and promotion of the Oneida Flatware patterns previously sold through the Betty Crocker Catalog (the "Flatware Products") and Flatware business in the

amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

14. No Third Party Beneficiaries

Nothing in this Agreement shall confer any rights upon any person or entity that is not a party or permitted assignee of a party to this Agreement.

15. Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under any applicable laws, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable laws, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Complete Agreement

This Agreement, the exhibits and attachments referred to herein contain the complete agreement among the parties and supersede any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

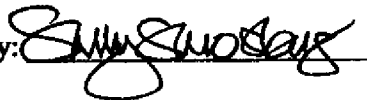
17. Signatures; Counterparts

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile signature will be considered an original signature.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

General Mills, Inc.

Oneida, Ltd.

By: 

By: David Sank

 Title: VP EQUITY ENTERPRISES

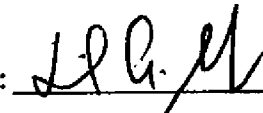
Title:  4/23/07

EXHIBIT A

PURCHASED ASSETS

Flatware Customers Names and Street Addresses in the following format and method to be provided to Oneida upon the Effective Date

2/5/07 Suggested layout for Flatware Customer file going to Oneida

customer number	10	1 – 10
salutation	1	11
first name	20	12 – 31
last name	40	32 – 71
address 1	40	72 – 111
address 2	40	112 – 151
city	30	152 – 181
state	2	182 – 183
zip	9	184 – 192
spaces	16	193 – 208
pattern code	4	209 – 212
<i>(e.g. BRCM for Brahms Community, or BRSP for Brahms Silverplate)</i>		
spaces	6	213 – 218

The flatware customer names and addresses will be pulled as separate files by pattern or pattern grouping. To reduce the number of files to pull & transfer, Oneida will be specifying (using the pattern spreadsheet provided to them on 2/7/07) which patterns are to be grouped together on a file. Note that if patterns are grouped together on a single file, they will no longer be distinguished as different patterns.

Customer file(s) will be sent in the above fixed-length layout in ASCII format.

We would prefer to send the file(s) via ftp if Oneida is capable of receiving files via ftp.

Flatware Pattern Trademarks identified on Attachment 1 hereto

Flatware Inventory identified on Attachment 2 hereto

Images of Flatware on discs in the Hi Res Adobe Photoshop eps format to be provided to Oneida upon the Effective Date

Flatware Pattern Designs and associated Dies and Molds currently in Oneida's possession or control

ATTACHMENT 1
TO EXHIBIT A
FLATWARE PATTERN TRADEMARKS

55047US001	ADELPHIA	78/342,800	2,993,275	REGISTERED	01/25/2005	12/18/2003	09/06/2005
55001US001	ALLEGIANCE	161,176	1,102,550	REGISTERED		03/06/1978	09/19/1978
55003US001	ARIEL	78/669,414	3,160,902	REGISTERED	06/27/2006	07/13/2005	10/17/2006
55004US001	BANCROFT	314,441	889,701	REGISTERED		12/13/1968	04/21/1970
55005US001	BEETHOVEN*	368,471	924,490	REGISTERED		08/19/1970	11/23/1971
55006US001	BRAHMS	72/464,249	1,000,408	REGISTERED		07/30/1973	12/24/1974
55007US001	CAPRICE**	75/626,996	2,455,973	REGISTERED	06/20/2000	01/25/1999	05/29/2001
55008US001	CELLO	337,157	1,212,195	REGISTERED		11/13/1981	10/12/1982
55050US001	CHANTERELLE	78/342,952	2,979,689	REGISTERED	12/21/2004	12/18/2003	07/26/2005
55009US001	CHATELAINE	72/368,406	916,270	REGISTERED		08/19/1970	07/13/1971
55009US002	CHATELAINE (STYLIZED)	71/299,406	274,968	REGISTERED		04/24/1930	09/09/1930
55011US001	CLARETTE	73/560,937	1,392,161	REGISTERED		09/30/1985	05/06/1986
55012US001	CONFETTI			COMMON LAW			
55014US001	CRESTWOOD	76/417,842	2,693,204	REGISTERED		06/06/2002	03/04/2003
55015US001	CUBBY BEAR	75/048,443	2,131,078	REGISTERED	11/19/1996	01/25/1996	01/20/1998
55016US001	DUCHESS	314,346	876,013	REGISTERED		12/13/1968	09/02/1969
55054US001	EASTVIEW	78/744,425		ALLOWED	09/26/2006	11/01/2005	
55018US001	FANTASY	280,248	856,472	REGISTERED		09/13/1967	09/10/1968
55019US001	FANTASY ROSE	737,812	1,533,955	REGISTERED		07/01/1988	04/11/1989
55020US001	FREDERICKSBURG	290,689	858,258	REGISTERED		02/09/1968	10/08/1968
55021US001	GLENDALE	78/053,126	2,647,303	REGISTERED	03/05/2002	03/14/2001	11/05/2002
55022US001	HEIRESS	069,723	2,032,263	REGISTERED		03/08/1996	01/21/1997
55022US002	HEIRESS	71/523,995	436,276	REGISTERED		06/11/1947	01/27/1948
55023US001	LINEAR	78/115,600	2,772,663	REGISTERED	12/31/2002	03/18/2002	10/07/2003
55024US001	LYNWOOD	78/053,123	2,619,040	REGISTERED	03/05/2002	03/14/2001	09/10/2002
55026US001	MEADOWBROOK	524,001	436,280	REGISTERED		06/11/1947	01/27/1948
55048US001	OPHELIA	78/342,958	2,974,315	REGISTERED	12/21/2004	12/18/2003	07/19/2005
55029US001	PATRICK HENRY	351,373	899,179	REGISTERED		02/16/1970	09/22/1970
55030US001	PENNINGTON	78/115,604	2,772,664	REGISTERED	01/14/2003	03/18/2002	10/07/2003
55031US001	PLANTATION (STYLIZED)	314,447	876,502	REGISTERED		12/13/1968	09/09/1969
55032US001	ROYAL FLUTE	082,580	1,706,289	REGISTERED		07/27/1990	08/11/1992
55049US001	SHARONA	78/342,953	2,958,651	REGISTERED	12/21/2004	12/18/2003	05/31/2005
55033US001	SHORELINE	008,146	640,993	REGISTERED		05/11/1956	02/05/1957
55035US001	SPENCER	78/115,609	2,780,714	REGISTERED	01/07/2003	03/18/2002	11/04/2003

55037US001	ST. IVES	253,539	1,164,415	REGISTERED		03/10/1980	08/11/1981
55038US001	TENNYSON*	75/228,952	2,149,894	REGISTERED		01/21/1997	04/07/1998
55052US001	TWIN STAR ***	78/681,228		ALLOWED	12/26/2006	07/29/2005	
55041US001	WESTBROOK	76/417,565	2,774,832	REGISTERED		06/06/2002	10/21/2003
55043US001	YANKEE DOODLE	74/593,137	2,103,763	REGISTERED	06/03/1997	10/31/1994	10/07/1997

*Registered on the Supplemental Register

** In June 2004 General Mills, Inc. entered into a Settlement and Consent Agreement allowing Waterford Wedgewood PLC to register "Caprice" for crystal stemware and drinking glasses in International Class 21 (Serial No. 76/473,286).

*** There is a Co-Existence Agreement (November 2006) between General Mills, Inc. and Zwilling J.A. Henckels AG (Germany) allowing registration of "Twin Star" in light of their TWIN registrations.