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
Viking Range Corporation		10/27/2008	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	3100 West End Avenue
Internal Address:	One American Center, Suite 530
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77528501	ST. CHARLES
Serial Number:	77231368	VIKING
Registration Number:	3154639	GREEN CLEAN
Registration Number:	1885538	POWER PLUS JAM-INATOR
Registration Number:	2158484	ST. CHARLES
Registration Number:	0758839	ST. CHARLES
Registration Number:	3214459	TMIO
Registration Number:	3025341	TMIO
Registration Number:	2959240	TMIO
Registration Number:	3014565	TMIO
Registration Number:	2739737	TONIGHT'S MENU INTELLIGENT OVENS
Registration Number:	1798615	VIKING
Registration Number:	1805114	VIKING

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Registration Number:	1885831	VIKING
Registration Number:	2196291	VIKING
Registration Number:	1565774	VIKING
Registration Number:	2196439	VIKING
Registration Number:	1598452	VIKING
Registration Number:	2724541	VIKING
Registration Number:	2493555	VIKING
Registration Number:	3163333	VIKING
Registration Number:	3326880	VIKING
Registration Number:	1437211	VIKING

CORRESPONDENCE DATA

Fax Number: (703)522-5306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-522-4583

Email: maria@tassan.com

Correspondent Name: Maria v. Hardison

Address Line 1: 4143 27th Street N.

Address Line 4: Arlington, VIRGINIA 22207-5211

NAME OF SUBMITTER:	Maria v. Hardison
Signature:	/mvh/
Date:	10/31/2008

Total Attachments: 23

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PATENT, TRADEMARK & COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK, & COPYRIGHT SECURITY AGREEMENT (this "Security Agreement") is entered into as of October 27, 2008 by and between Wells Fargo Bank, National Association, whose address is One American Center, Suite 530, 3100 West End Avenue, Nashville, TN 37203 (hereinafter called "Agent") and Viking Range Corporation, a Mississippi corporation, whose address is 111 Front Street, Greenwood, MS 38930 (hereinafter called "Grantor").

RECITALS

WHEREAS, this Security Agreement is delivered pursuant to the Credit Agreement ("Credit Agreement") dated as of October 27, 2008, as amended from time to time, by and among Viking Range Corporation and its subsidiaries, several financial institutions as Lenders, Regions Bank, and Agent. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Credit Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lending Parties and the Agent (collectively, the "Secured Parties") to make their Loans under the Credit Agreement that the Grantor shall have executed and delivered this Security Agreement to the Agent.

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

1. **Definitions.** The following terms shall have the following meanings:

"Patents": (a) all patents now existing or hereafter adopted or acquired and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, owned by Grantor, including, without limitation, any patents and patent applications referred to in Schedule 1(a) hereto, and (b) all reissues thereof.

"Secured Obligations": the collective reference to all of the Obligations, now existing or hereafter arising pursuant to the Credit Agreement, owing from the Grantor to the Secured Parties howsoever evidenced, created, incurred or acquired.

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any

similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, owned by Grantor, including, without limitation, any thereof referred to in Schedule 1(a) hereto, and (b) all renewals thereof.

"Copyrights": (a) all copyrightable works, all applications and registrations therefore, including the right to trade secrets contained therein, the right to prepare derivative works from such works, to reproduce the works, distribute the works by sale, by rental, lease or lending, to perform publicly the works, and to display the works, whether registered in the United States Copyright Office, in any similar office or agency in foreign countries, or unregistered owned by Grantor, and (b) the right to secure renewals, reissues, and extensions of any such copyright registrations.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor hereby grants to the Secured Parties a continuing security interest in, any and all right, title and interest of the Grantor in and to the following intellectual property of the Grantor, whether now owned or existing or owned, acquired, or arising hereafter for so long as the Secured Obligations are owing to the Secured Parties (collectively, the "Collateral"):

(a) all Patents;

(b) all Trademarks;

(c) all Copyrights;

(d) all trade secrets and confidential information; and

(e) any and all cash or non-cash proceeds and products of, the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral; insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments); any and all choses in action and causes of action of Grantor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all accounts whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all of Grantor's books, records, data, plans, and manuals containing any information, pertaining directly or indirectly to the Collateral and all rights of Grantor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising.

The Grantor and the Secured Parties hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment to any of the Secured Parties or any third party of any Patents, Trademarks, and Copyrights.

3. **Representations and Warranties.** The Grantor hereby represents and warrants to Agent that as of the date of this Security Agreement:

(a) Patents.

(i) Schedule 1(a) hereto includes all Patents owned by the Grantor in its own name.

(ii) To the best of the Grantor's knowledge, each Patent of the Grantor is subsisting, unexpired, and has not been abandoned except as set forth in Schedule 1(a).

(iii) Except as entered into in the ordinary course of Grantor's business and to Grantor's actual knowledge, none of such Patents is the subject of any licensing or franchise agreement.

(iv) To the best of Grantor's knowledge, no holding, decision or judgment by any governmental authority has rendered invalid any Patent or portion thereof.

(v) To the best of Grantor's knowledge, no action or proceeding is pending seeking to limit, cancel or question the validity of any Patent, or which, if adversely determined, would have a material adverse effect on the value of any Patent.

(vi) To the best of Grantor's knowledge, all applications included among the Patents have been duly and properly filed.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Patents of the Grantor hereunder.

(b) Trademarks.

(i) Schedule 1(a) hereto includes all Trademarks owned by the Grantor in its own name.

(ii) Except as set forth in Schedule 1(a), to the best of the Grantor's knowledge, each trademark or service mark included among the Trademarks of the Grantor is subsisting, unexpired and has not been abandoned.

(iii) Except as entered into in the ordinary course of Grantor's business and to Grantor's actual knowledge, none of such Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment by any governmental authority has rendered invalid any Trademark.

(v) To the best of Grantor's knowledge, no action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Trademark.

(vi) To the best of Grantor's knowledge, all applications included among the Trademarks of the Grantor have been duly and properly filed.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Trademarks of the Grantor hereunder.

(c) Copyrights.

(i) To the best of the Grantor's knowledge, each Copyright of the Grantor is subsisting, and has not entered the public domain.

(ii) Except as entered into in the ordinary course of Grantor's business and to Grantor's actual knowledge, none of such Copyrights is the subject of any licensing.

(iii) To the best of Grantor's knowledge, no holding, decision or judgment by any governmental authority has rendered invalid any Copyright.

(iv) To the best of Grantor's knowledge, no action or proceeding is pending seeking to limit, cancel, or question the validity of any Copyright, or which, if adversely determined, would have a material adverse effect on the value of any Copyright.

(v) To the best of Grantor's knowledge, all copyright applications included among the Copyrights of the Grantor have been duly and properly filed, if filed at all.

(vi) The Grantor has not made any assignment or agreement in conflict with the security interest in the Copyrights of the Grantor hereunder.

4. Covenants. The Grantor covenants that until such time as the Secured Obligations are fully satisfied the Grantor shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other parties claiming an interest therein, and keep the Collateral free from all liens, other than licenses granted by Grantor in the ordinary course of business and except for the Permitted Liens.

(b) Filing of Financing Statements, Notices, etc. The Grantor hereby authorizes the Agent to prepare and file such patent or trademark cover sheets, financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC or applicable federal law governing the grant of a security interest in patents, trademarks, and copyrights. Upon the Agent's written request, the Grantor shall also execute and deliver to the Agent such agreements,

assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents relating to the Collateral, as the Agent may reasonably request) and do all such other things as the Agent may reasonably deem necessary or appropriate in order to (i) assure the Agent of its security interests hereunder, including with regard to (A) Patents, an original of this Security Agreement, and/or a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office, and (B) Trademarks, an original of this Security Agreement, and/or a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office, (ii) consummate the transactions contemplated hereby and (iii) otherwise protect and assure the Secured Parties of their rights and interests hereunder. To that end, the Grantor agrees that the Agent may file one or more financing statements, disclosing the Secured Parties' security interest in any or all of the Collateral of the Grantor without, to the extent permitted by law, the Grantor's signature thereon, and further the Grantor also hereby irrevocably makes, constitutes and appoints the Agent, its nominee or any other person whom the Agent may designate, as the Grantor's attorney in fact with full power and for the limited purpose to sign in the name of the Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices, or any similar documents which in the Lender's reasonable discretion would be necessary and appropriate in order to perfect and maintain perfection of the security interests in the Collateral granted hereunder, such power being coupled with an interest and being and remaining irrevocable until the Secured Obligations are fully satisfied. The Grantor hereby agrees that, to the extent permitted by applicable Laws, a carbon, photographic or other reproduction of this Security Agreement or any such financing statement filed with the U.S. Patent and Trademark Office and applicable foreign countries are sufficient for filing as a financing statement by the Agent without notice thereof to Grantor wherever the Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Tennessee becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Secured Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Agent in its sole discretion reasonably deems necessary and appropriate to preserve, protect and enforce the security interests of the Secured Parties under the law of such other jurisdiction (and, if the Grantor shall fail to do so promptly upon the written request of the Agent, then the Agent may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted above). The Grantor agrees to mark its books and records to reflect the security interest of the Secured Parties in the Collateral.

(c) Covenants Relating to Patents.

(i) Notify the Agent within ninety (90) days if it knows, or has reason to know, that any application or registration relating to any Patent may become abandoned or expired, or of any adverse determination (including, without limitation, the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Patent or its right to issuance of the same or to keep and maintain the same.

(ii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application included among the Patents (and to obtain the relevant letters patent) and to maintain each Patent, including, without limitation, payment of maintenance fees and annuities.

(iii) Notify the Agent within ninety (90) days after it learns that any Patent included in the Collateral is infringed, misappropriated, or invalidated by a third party and within ninety (90) days take such actions as the Grantor shall reasonably deem appropriate under the circumstances to protect such Patent.

(iv) Not make any assignment or agreement in conflict with the security interest in the Patents of the Grantor hereunder.

(d) Covenants Relating to Trademarks.

(i) (A) Continue to use each registered Trademark on each and every trademark class of goods applicable to its current product line (as such line is established and maintained by Grantor in its reasonable business judgment) as reflected in its current advertising, mailings, signs, catalogs, brochures and price lists in order to maintain such Trademark in full force and protect against claims of abandonment or non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ the appropriate notice of registration or symbol of common law ownership with such Trademark, (D) not knowingly adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Secured Parties shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) knowingly commit any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Notify the Agent within ninety (90) days if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned, canceled, or expired, or of any adverse determination (including, without limitation, the institution of, or any such determination, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Trademark or its right to register the same or to keep and maintain the same.

(iii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) included among the Trademarks and to maintain each registration of the Trademarks, including, without

limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(iv) Notify the Agent within ninety (90) days after it learns that any Trademark included in the Collateral is infringed, misappropriated, or diluted by a third party, and within a reasonable time take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

(v) Not make any assignment or agreement in conflict with the security interest in the Trademarks of the Grantor hereunder.

(e) Covenants Relating to Copyrights.

(i) Notify the Agent within ninety (90) days if it knows, or has reason to know, that any application or registration relating to any Copyright may become abandoned, dedicated or expired, or of any adverse determination (including, without limitation, the institution of, or any such determination, any proceeding in the United States Copyright Office or any court or tribunal in any country) regarding the Grantor's ownership of any Copyright or its right to issuance of the same or to keep and maintain the same.

(ii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) included among the Copyrights registered in the United States and to maintain each Copyright in the United States, if applicable, including, without limitation, payment of renewal fees (if applicable).

(iii) Notify the Agent within ninety (90) days after it learns that any Copyright included in the Collateral is infringed or invalidated by a third party and promptly take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Copyright.

(iv) Not make any assignment or agreement in conflict with the security interest in the Copyrights of the Grantor hereunder.

(f) New Patents, Trademarks, & Copyrights. Within ninety (90) days following the date that the Grantor, either by itself or through an agent, employee, licensee or designee, files an application for the issuance of any Patent or Trademark with the United States Patent and Trademark Office or files an application for the issuance of any Copyright with the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, the Grantor shall provide the Agent with (i) a listing of all such applications (together with a listing of the issuance of registrations or patents on present applications), which new applications and issued registrations or patents shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Patents, a duly executed Notice of Security Interest in

Patents, (B) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks, (C) with respect to Copyrights, a duly executed Notice of Security Interest in Copyrights, or (D) such other duly executed documents as the Agent may request in a form acceptable to counsel for the Agent and suitable for recording to evidence the security interest in the Patent, Trademark, or Copyright which is the subject of such new application.

5. Remedies. The security interest described herein is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Rights of the Agent.

(a) Power of Attorney. In addition to other powers of attorney contained herein, Grantor hereby designates and appoints the Agent, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions with respect to the Collateral upon the occurrence and during the continuance of an Event of Default (taking into account and following the expiration of all applicable cure periods) and for purposes of Agent enforcing its rights hereunder and under the Credit Agreement:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral pursuant to the Agent's rights hereunder and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Agent may deem reasonably appropriate;

(iv) to sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Agent were the absolute owner thereof for all purposes;

(v) to adjust and settle claims under any applicable insurance policy;

(vi) to execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Agent may reasonably determine necessary in order to perfect and maintain the security interests and liens granted in this

Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(vii) to institute any foreclosure proceedings that the Agent may reasonably deem appropriate; and

(viii) to do and perform all such other acts and things as the Agent may reasonably deem to be necessary or proper in connection with its rights hereunder and under the Credit Agreement.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Secured Obligations are satisfied in full; nevertheless, Agent shall not exercise such power of attorney except upon the occurrence and during the continuance of an Event of Default (taking into account and following the expiration of all applicable cure periods). The Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Agent of Obligations. If the Grantor fails to perform any material agreement or obligation contained herein, the Agent itself may perform, or cause performance of, such agreement or obligation, and the expenses of the agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 8 hereof.

(c) Assignment by the Lender. The Agent may from time to time assign the Secured Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Agent under this Security Agreement in relation thereto.

7. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Agent in cash or its equivalent, will be applied in reduction of the Secured Obligations.

8. Costs of Counsel. At all times hereafter, the Grantor agrees to promptly pay upon demand any and all reasonable costs and expenses of the Agent, including reasonable attorneys' fees and expenses, as required under the Credit Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Secured Obligations hereunder.

9. **Continuing Agreement.**

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Secured Obligations are satisfied in full. At such time as the Secured Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Agent shall, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantor evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Agent in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

10. **Successors in Interest.** This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder except as set forth in the Credit Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Secured Parties, and their successors and assigns, from any liability for any act or omission by them relating to this Security Agreement or the Collateral, except for any liability arising from the negligence or willful misconduct of the Secured Parties, or their officers, employees or agents or from a bad faith breach of the Secured Parties' obligations hereunder or under any other Loan Document.

11. **Notices.** All notices required or permitted to be given under this Security Agreement shall be in conformance with the Credit Agreement.

12. **Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

13. **Headings.** The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

14. Governing Law; Arbitration. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE PROVIDED THAT TENNESSEE'S CHOICE OF LAW PROVISIONS SHALL NOT APPLY. NOTWITHSTANDING THE FOREGOING, FOR PURPOSES OF THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIEN CREATED HEREIN AND AS A RESULT OF THE FILING OF A FINANCING STATEMENT, MISSISSIPPI LAW SHALL APPLY.

15. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

16. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default (taking into account, and following the expiration of, all applicable cure periods), and the Agent has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Agent's rights or the Secured Obligations under this Security Agreement.

17. Arbitration.

(a) Agreement to Arbitrate. The parties hereto agree, upon demand by any party, to submit to binding arbitration all Claims arising under this Security Agreement. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(b) General Rules Applicable to Arbitrations. Any arbitration proceeding will: (i) proceed in a location in Memphis, Tennessee selected by the American Arbitration Association (the "AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the Loan Documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and

expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state Law.

(c) No Limitation of Certain Rights. The arbitration requirement in this Section 17 does not limit the right of any party to: (i) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (ii) exercise self help remedies relating to collateral or proceeds of collateral such as setoff or repossession; (iii) exercise any judicial power of sale rights; or (iv) obtain provisional or ancillary remedies in a court of law or equity such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in clauses (i), (ii), (iii) and (iv) of this subsection.

(d) Arbitrators Generally. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney or a neutral retired judge of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding, the arbitrator(s) will decide (by documents only or with a hearing at the arbitrator's discretion) any pre hearing motions that are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all disputes in accordance with the substantive Law of Tennessee and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator(s) deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Tennessee Rules of Civil Procedure or other applicable Law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty days before the hearing date and within one hundred eighty days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to

final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Separate Proceedings. The resolution of any dispute arising pursuant to the terms of any Loan Document shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

(g) Costs and Expenses. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) General Matters. To the maximum extent practicable, the AAA, the arbitrator(s) and the parties shall take all action required to conclude any arbitration proceeding within one hundred eighty days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable Laws. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between or among the parties thereto.

(i) Waiver of Right to Jury Trial. By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

[signatures on following pages]

Each of the following parties has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR: **Viking Range Corporation**

By: _____
Name: Brian M. Waldrop
Title: Secretary

STATE OF Mississippi)
COUNTY OF Leflore)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brian M. Waldrop, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged to be the Secretary of Viking Range Corporation, a Mississippi corporation, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by as Secretary.

WITNESS my hand and seal, at office in Greenwood, Mississippi, this the 24 day of October, 2008.

_____
Notary Public

My Commission Expires:
11-20-2011

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 12009
BECKY SCHISSEL
Commission Expires
Nov. 20, 2011
CARROLL COUNTY

TRADEMARK
REEL: 003881 FRAME: 0199

Accepted and agreed to as of the date first above written.

AGENT: **Wells Fargo Bank, National Association**

By: Bryan Hulker
Name: Bryan Hulker
Title: Vice President

STATE OF TENNESSEE)
COUNTY OF Davidson **)**

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Bryan Hulker, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged to be the vice president of Wells Fargo Bank, National Association, a national banking association, and that he as such vice president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as vice president

WITNESS my hand and seal, at office in Nashville, Tennessee, this the 27th day of October, 2008.

Lisa K. Brian
Notary Public

My Commission Expires:
5/23/2009

LISA K. BRIAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

TRADEMARK
REEL: 003881 FRAME: 0200

SCHEDULE 1(a)

INTELLECTUAL PROPERTY

[see attached]

TRADEMARK
REEL: 003881 FRAME: 0201

SCHEDULE 1(a) - Patents

INTELLECTUAL PROPERTY

U.S. Patents

Registered Patents

	Title	Patent No.	Application No.	Issue Date
1.	Sealed Gas Burner	6537065	10/155,667	3/25/2003
2.	Mullion Shelf Assembly	6779357	10/361,073	8/24/2004
3.	Adjustable Wine Rack	7063219	10/357,236	6/20/2006
4.	Stand Mixer	7175338	10/663,086	2/13/2007
5.	Methods of Making Refrigerator Storage Assemblies	7228612	10/806,979	6/12/2007
6.	Stand Mixer	D499604	29/190,126	12/14/2004
7.	Refrigerator Modular Storage Assemblies	7028503	10/896,677	4/18/2006
8.	Home Appliances Provided with Control Systems which may be Actuated from a remote Location	6121593	09/136,723	9/19/2000
9.	Integrated Cooling, Heating Food Preparation System	6244165	09/374,683	6/12/2001
10.	Appliance Communication System and Method	7117051	10/800,930	10/3/2006

Pending Applications

	Title	Patent No.	Application No.	Issue Date
11.	Methods of Making Refrigerator Storage Assemblies	Pending	11/756,857	Pending
12.	Dishwasher With Controlled Induction Motor / Pump System	2006-0237044	11/204,458	10/26/2006
13.	Dishwasher Incorporating A Pump Prime Sensing System For Managing A Filtration System (abandoned – notice not yet received)	2006-0237048	11/113,520	10/26/2006

	Title	Patent No.	Application No.	Issue Date
14.	Primary Filter Cleaning System for a Dishwasher (abandoned – notice not yet received)	2006-0237049	11/113,569	10/26/2006
15.	Fill Level Control System For An Article Cleaning Apparatus (abandoned – notice not yet received)	2006-0237036	11/113,699	10/26/2006
16.	Dishwasher Collection Chamber Filter Cleaning System (abandoned – notice not yet received)	2006-0237050	11/113,714	10/26/2006
17.	Computer Controlled System For Dishwashers	2006-0237052	11/170,252	10/26/2006
18.	Modular Fascia For Refrigerator Storage Assemblies and Methods Of Making Same (abandoned – notice not yet received)	2006-0017360	10/896,678	1/26/2006
19.	Rack Adjustment Mechanism for an Article Cleaning Apparatus	2006-0237042	11/170,279	10/26/2006
20.	Multi-Mode Convection Oven With Flow Control Baffles	2006-0289436	11/159,974	12/28/2006
21.	Motorized Ice Dispenser Door	2007-0256442	11/417,066	11/08/2007
22.	Adjustable Refrigerator Door Hinge	2008-0034539	11/459,722	02/14/2008
23.	Refrigeration Condensation Removal System	2008-0092579	11/550,469	04/24/2008
24.	Fluid Coupling Assembly for a Dishwasher	Pending	11/611,496	Pending
25.	Refrigerator Panel Mounting System	Pending	12/115,182	Pending
26.	Electronic Control for Range	Pending	12/115,202	Pending
27.	Adjustable Cabinet Fillers	Pending	12/122,917	Pending
28.	Drawer Organizer System	Pending	12/122,773	Pending
29.	Accessory Socket	Pending	61/016,978	Pending
30.	Method and Control Interface for Food Preparation on a Cooking Appliance	2007-0158335	11/435,226	07/12/2007
31.	Electronic Control Module and Display	Pending	61/027,610	Pending
32.	Cam Actuated Mullion	Pending	61/035,598	Pending

	Title	Patent No.	Application No.	Issue Date
33.	Char Broiler Grate	Pending	61/053,744	Pending
34.	Adjustable Cabinet Fillers	Pending	61/054,246	Pending
35.	Hot Top Dual Burners	Pending	61/053,741	Pending

Foreign Patents

Registered Patents

	Patent	Patent No.	Jurisdiction	Application No.	Issue Date
1.	Stand Mixer	1667558	Germany	03 749 690.8	3/25/2003
2.	Stand Mixer	1667558	Europe	03 749 690.8	1/4/2000
3.	Stand Mixer	1667558	France	03 749 690.8	8/24/2004
4.	Stand Mixer	1667558	United Kingdom	03 749 690.8	6/20/2006
5.	Stand Mixer (abandoned – notice not yet received)	Pending	Mexico	PA/a/2006/002904	Pending
6.	Home Appliances Provided with Control Systems which may be Actuated from a Remote Location (abandoned – notice not yet received)	Pending	Hong Kong	03100642.9	Pending

SCHEDULE 1(a)

INTELLECTUAL PROPERTY

U. S. Trademarks

Mark	Serial No.	Registration No.	Registration Date
GREEN CLEAN	76/628382	3,154,639	10/10/2006
POWER PLUS JAM-INATOR	74/412956	1,885,538	3/21/1995
ST. CHARLES	77/528501	N/A	PENDING
ST. CHARLES	75/232594	2,158,484	5/19/1998
ST. CHARLES (Stylized)	72/164268	758,839	10/22/1963
TMIO	76/584198	3,214,459	3/6/2007
TMIO	76/584192	3,025,341	12/13/2005
TMIO	76/584190	2,959,240	6/7/2005
TMIO	76/584172	3,014,565	11/15/2005
TONIGHT'S MENU INTELLIGENT OVENS	76/375702	2,739,737	7/22/2003
VIKING	74/281330	1,798,615	10/12/1993
VIKING	74/801390	1,805,114	11/16/1993
VIKING	74/524731	1,885,831	3/28/1995
VIKING	75/139648	2,196,291	10/13/1998
VIKING	73/790543	1,565,774	11/14/1999
VIKING	75/214926	2,196,439	10/13/1998
VIKING	73/835009	1,598,452	5/29/1990
VIKING	75/617573	2,724,541	6/10/2003
VIKING	75/981142	2,493,555	9/25/2001
VIKING	78/215681	3,163,333	10/24/2006
VIKING	78/760316	3,326,880	10/30/2007
VIKING	77/231368	N/A	PENDING
VIKING	73/614351	1,437,211	4/21/1987

Foreign Trademarks

Mark	Jurisdiction	Serial No.	Registration No.	Registration Date
VIKING	Argentina	2026864	1632935	5/19/1997
VIKING	Argentina	2026865	1632934	5/19/1997
VIKING	Australia	679713	679713	12/7/1998
VIKING	Australia	793955	793955	1/8/1999
VIKING	Austria	AM390/2001	195795	5/3/2001
VIKING	Benelux	855419	580422	8/1/1996
VIKING	Bangladesh	75061	N/A	PENDING
VIKING	Bangladesh	75060	N/A	PENDING
VIKING	Brazil	819945250	819945250	9/21/1999

Mark	Jurisdiction	Serial No.	Registration No.	Registration Date
VIKING	Brazil	820804932	820804932	9/24/2002
VIKING	Brazil	200028650	200028650	9/24/2002
ULTRALINE	Canada	685939	407188	1/22/1993
ULTRALINE	Canada	814199	512967	7/19/1999
ULTRALINE PROFESSIONAL & Design	Canada	698236	418571	10/22/1993
VIKING	Chile	736799	769,192	7/16/1996
VIKING	Chile	762018	788610	1/30/1997
VIKING	Chile	563150	639587	8/20/2002
VIKING	China	4572567	4572567	1/21/2008
VIKING	China	3083323	3083323	2/7/2004
VIKING	Colombia	4020867	306662	10/7/2005
VIKING	Colombia	4020864	306662	10/7/2005
VIKING	Costa Rica	2000-008667	137839	3/7/2003
VIKING	Costa Rica	2000-000866	47947978	10/4/2001
VIKING	Croatia	Z20010136A	Z20010136	10/22/2001
VIKING	CTM	1122266	001122266	7/12/2000
VIKING	Cyprus (Greek)	68645	N/A	PENDING
VIKING	Cyprus (Greek)	68646	N/A	PENDING
VIKING	Cyprus (Turkish)	6529	6529	7/2/2004
VIKING	Cyprus (Turkish)	6530	6530	7/2/2004
VIKING	Czech Republic	163916	249028	11/25/2002
VIKING	Denmark	VA200168	VR200101791	4/24/2001
VIKING	Dominican Republic	94.151	94.151	12/15/1997
VIKING	Dominican Republic	101479	101479	10/15/1998
VIKING	Dominican Republic	95.232	95.232	2/15/1998
VIKING	Ecuador	136821	28888	3/8/2004
VIKING	Ecuador	136820	28887	3/8/2004
VIKING	Egypt	149628	N/A	PENDING
VIKING	Egypt	149627	N/A	PENDING
VIKING	El Salvador	E-22207-2002	159-186	9/16/2004
VIKING	El Salvador	E-22208-2002	160-186	9/16/2004
VIKING	Estonia	EEM 200100223	EE 36533	7/29/2002
VIKING	Finland	T200100238	N/A	PENDING
VIKING	France	95/588174	95588174	11/22/1996
VIKING	Germany	39537377.8	395 37 377.8	6/7/1996
VIKING	Germany	302 00913.2	302 00 913	2/5/2002
VIKING	Germany	B 939917WZ	2030116	2/12/1993

Mark	Jurisdiction	Serial No.	Registration No.	Registration Date
VIKING	Germany	B 9925911WZ	2100451	6/13/1996
VIKING	Greece	146270	10446101	2/4/2001
VIKING	Guatemala	20001-1506	N/A	PENDING
VIKING	Guatemala	20001-1507	111,887	7/26/2001
VIKING	Honduras	4.934/2000	N/A	PENDING
VIKING	Honduras	4.936/2000	N/A	PENDING
VIKING	Honduras	4.938/2000	N/A	PENDING
VIKING	Hong Kong	07206/2002	300123191	4/4/2003
VIKING	Hong Kong	07205/2002	200403284	5/18/2002
VIKING	Hungary	M 01 00648	174516	3/4/2003
VIKING	Iceland	400/2001	506/2001	5/3/2001
VIKING	India	1395670	N/A	PENDING
VIKING	Indonesia	D00 2002 2018820408	549709	9/5/2002
VIKING	Indonesia	D00 2004 0400704046	IDM000049369	9/8/2005
VIKING	Ireland	173196	173196	12/30/1994
VIKING	Ireland	174457	174457	8/18/1995
VIKING	Ireland	174277	174277	2/22/1996
VIKING	Israel	146307	146307	2/1/2001
VIKING	Israel	146309	146309	2/1/2001
VIKING	Italy	1474 96 RM	756268	8/26/1998
VIKING	Japan	4-41920	2649899	4/28/1994
VIKING	Jordan	66039	66039	3/10/2002
VIKING	Jordan	66040	66040	3/10/2002
VIKING	Latvia	LV M-01/155 LT	LV M 49311	4/20/2002
VIKING	Lebanon	82921	82921	3/21/2000
VIKING	Lithuania	LT 20010252	44235	11/12/2001
VIKING	Malaysia	95/11265	95011265	10/21/2005
VIKING	Malaysia	96/03520	96003520	1/15/2008
VIKING	Mexico	893085	N/A	PENDING
VIKING	Mexico	896422	N/A	PENDING
VIKING	Mexico	896423	N/A	PENDING
VIKING	Mexico	896424	N/A	PENDING
VIKING	Mexico	896425	N/A	PENDING
VIKING	Mexico	896426	N/A	PENDING
VIKING	Mexico	202333	500068	8/1/1995
VIKING	New Zealand	253456	253456	9/12/1995
VIKING	New Zealand	305855	305855	2/26/1999
VIKING	New Zealand	305858	305858	2/26/1999
VIKING	New Zealand	305859	305859	2/26/1999
VIKING	New Zealand	38899	38899	7/25/1941
VIKING	Nicaragua	2002/000499	58616	8/18/2003
VIKING	Norway	2001 01169	247657	9/22/2008
VIKING	Panama	120339-01	120339 01	4/2/2002
VIKING	Panama	120340-01	120340 01	4/2/2002

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Mark	Jurisdiction	Serial No.	Registration No.	Registration Date
VIKING	Peru	189309	94537	2/2/2004
VIKING	Peru	189527	94721	2/6/2004
VIKING	Philippines	118354	4-1997-118354	12/13/2002
VIKING	Philippines	118355	4-1997-118355	5/21/2004
VIKING	Poland	Z175931	139559	9/9/2002
VIKING	Portugal	316360	316360	5/6/1998
VIKING	Russian Federation	97710850	188904	7/23/1997
VIKING	Saudi Arabia	28882	365/67	8/10/1996
VIKING	Saudi Arabia	305/64	382/17	8/21/1995
VIKING	Singapore	2056.96	T96/02056H	3/5/1996
VIKING	Singapore	8816/95	T95/088161	9/15/1995
VIKING	Slovakia	0252-2001	200724	10/10/2002
VIKING	Slovenia	Z-200170167	200170167	2/1/2001
VIKING	South Africa	2001/1786	200101786	12/23/2004
VIKING	South Africa	2001/1787	200101787	12/23/2004
VIKING	South Korea	40/2005/0001024	400655810	3/22/2006
VIKING	Spain	2430142	2430142	7/5/2002
VIKING	Spain	2562416M4	2562416	3/22/2004
VIKING	Sweden	2003/06624	365259	1/16/2004
VIKING	Sweden	99-3889	378598	2/17/2006
VIKING	Switzerland	00571/2001	486860	1/19/2001
VIKING	Taiwan	93009403	1147368	4/1/2005
VIKING	Thailand	485754	TM242027	5/25/2006
VIKING	Thailand	485753	TM178810	4/23/2003
VIKING	Turkey	2002/02628	2003 35783	12/26/2003
VIKING	Ukraine	UA2002 020 772	UA 46852	2/15/2005
VIKING	United Arab Emirates	46476	40677	5/26/2003
VIKING	United Arab Emirates	46475	36614	3/4/2002
VIKING	United Kingdom	1530694	1530694	6/10/1994
VIKING	United Kingdom	2058646	2058646	2/26/1999
VIKING	Venezuela	94-017267	P204817	5/8/1998
VIKING	Venezuela	95-000432	P204822	5/8/1998
VIKING	Vietnam	4-2002-02296	48300	6/20/2003