

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
FORTESSA, INC.		11/05/2009	CORPORATION: VIRGINIA
Eschenbach, USA, Inc.		11/05/2009	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 MARKET STREET		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3247130	VITRALUXE	
Registration Number:	3217024	ACCENTZ	
Registration Number:	3613320	F	
Registration Number:	3613319	FORTESSA	
Registration Number:	2594039	FORTESSA	
Registration Number:	3603698	FORTESSA	
Registration Number:	2660461	ALESSANDRA	
Serial Number:	77418773	D&V	
Registration Number:	2672923	FORTALUXE	
Registration Number:	3090308	OCEANA	
Registration Number:	3603699	SUPERWHITE	
Serial Number:	77325039	TECHNOCERAM	
Registration Number:	2214009	MUG AT WORK	

CH \$440.00 3247130

Registration Number:	2172882	MUG AT WORK
Registration Number:	2174902	TAKE IT
Registration Number:	2172881	TAKE IT
Serial Number:	77342733	LEADING THE WAY IN TABLEWARE

CORRESPONDENCE DATA

Fax Number: (215)864-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (215) 864-8629
Email: goswamia@ballardspahr.com, shorem@ballardspahr.com
Correspondent Name: Anuj Goswami
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER: 075942

NAME OF SUBMITTER: Anuj Goswami

Signature: /Anuj Goswami/

Date: 12/01/2009

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of November 5, 2009 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia (the "Fortessa"), and Eschenbach, USA, Inc., a corporation formed under the laws the Commonwealth of Virginia ("Eschenbach"; and together with Fortessa, each a "Grantor" and, collectively, the "Grantors"), 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, FORTESSA, ESCHENBACH, STERLING HOUSEWARES LLC and FORTESSA INTELLECTUAL PROPERTY, LLC (collectively, 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, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantors) 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, each 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, each 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 such 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, patent and copyright listed opposite it's name on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") 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 such Grantor against third parties for past, present or

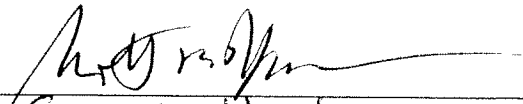
future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed opposite such Grantor's name on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

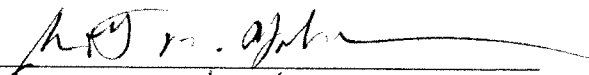
[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

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

FORTESSA, INC.

By: 
Name: SCOTT M. Hamberger
Title: CO-PRESIDENT, CEO

ESCHENBACH, USA, INC.

By: 
Name: SCOTT M. Hamberger
Title: CO-PRESIDENT

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.

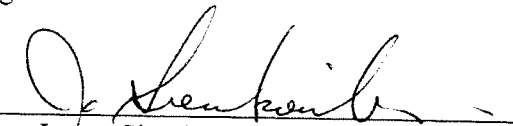
By: _____
Name: _____
Title: _____

ESCHENBACH, USA, 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]

DMEAST #11426007

TRADEMARK
REEL: 004105 FRAME: 0957

SCHEDULE 1

TRADEMARK REGISTRATIONS

GRANTOR	TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
Fortessa	VITRALUXE	USA	3247130	05/29/07
Fortessa	ACCENTZ	USA	3217024	03/13/07
Fortessa	CASTLE F LOGO / CASTLE F with Fortessa	USA	3613320	04/28/09
Fortessa	FORTESSA	USA	3613319	04/28/09
Fortessa	FORTESSA	USA	2594039	07/16/02
Fortessa	FORTESSA	USA	3603698	04/07/09
Fortessa	ALLESSANDRA	USA	2660461	12/10/02
Fortessa	D&V	USA	77/418773	05/22/09
Fortessa	FORTALUXE	USA	2672923	01/07/03
Fortessa	OCEANA	USA	3090308	05/09/06
Fortessa	SUPERWHITE	USA	3603699	04/07/09
Fortessa	TECHNOCERAM	USA	77/325039	11/08/07
Eschenbach	CIRCLE LOGO	European Community	3096856	10/12/04
Eschenbach	MUG AT WORK	USA	2214009	12/29/98
Eschenbach	MUG AT WORK	USA	2172882	07/14/98
Eschenbach	TAKE IT	USA	2174902	7/21/98
Eschenbach	TAKE IT	USA	2172881	07/14/98

PENDING TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE
LEADING THE WAY IN TABLEWARE	USA	77/342733	12/03/07
TECHNOCERAM	USA	77/325039	11/08/07

DESIGN PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	APPLICATION NO.	REG. DATE	PATENT NO.
Boullion Cup	05/08/06	29/259,401	02/26/08	D562638
Coffee Cup	05/08/06	29/259,400	12/04/07	D556514
Plate	05/08/06	29/259,400	01/15/08	D559626
Saucer	05/08/06	29/259,387	01/29/08	D560439
Soup Bowl	05/08/06	29/259,389	01/29/08	D560438

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SCHEDULE -1

GRANTOR	TITLE	JURISDICTION	REG. NO.	REGISTRATION DATE
Eschenbach	BRISTOL BLUE	USA	VA 855116	12/04/97
Eschenbach	CHATEAU LOIRE GREEN	USA	VA 855118	12/04/97
Eschenbach	EVITA	USA	VA 985828	02/15/00
Eschenbach	MARRAKESH	USA	VA 1024871	09/28/00
Eschenbach	MUG AT WORK	USA	VA 859624	06/06/97
Eschenbach	ST. REGIS	USA	VA 855117	12/04/97
Eschenbach	TAKE IT	USA	VA 857041	06/06/97
Eschenbach	TAKE IT	USA	VA 859631	06/06/97

SCHEDULE - 1

DMEAST #11426007 v3

RECORDED: 12/01/2009

TRADEMARK
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