

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
Farberware, Inc.		12/31/2001	CORPORATION:

RECEIVING PARTY DATA

Name:	Farberware Licensing Company, LLC
Street Address:	300 First Avenue
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2828928	MILLENNIUM

CORRESPONDENCE DATA

Fax Number: (212)692-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gpgulia@duanemorris.com
 Correspondent Name: Gregory P. Gulia, Esq./Duane Morris LLP
 Address Line 1: 1540 Broadway
 Address Line 4: New York, NEW YORK 10036-4086

ATTORNEY DOCKET NUMBER:	U0970-00012
NAME OF SUBMITTER:	Gregory P. Gulia
Signature:	/Gregory P. Gulia/
Date:	02/19/2010

Total Attachments: 10

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**TRADEMARK
 REEL: 004152 FRAME: 0338**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment Agreement"), dated as of December 31, 2001, is by and between Farberware Inc., a Delaware corporation (the "Assignor") and Farberware Licensing Company, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has developed or has exclusive ownership of Seller's Intellectual Property Rights (as that term is defined in the Acquisition Agreement, dated as of December 31, 2001, to which Assignor, Syratech Corporation and Assignee are each a party (the "Acquisition Agreement"));

WHEREAS, Assignor has adopted, used or acquired certain trademarks, including, but not limited to, the trademarks set forth on Schedule A attached hereto and made a part hereof, in conjunction with certain goods or services, and has obtained or applied for registrations for certain of those trademarks, evidenced by the registrations or applications set forth on Schedule A (said trademarks, including all registrations and applications for registrations thereof, being collectively referred to herein as the "Assigned Marks");

WHEREAS, Assignor has adopted, used or acquired certain inventions described or claimed or intended to be described or claimed in said patents and patent applications including, but not limited to, the patents and patent applications set forth on Schedule B attached hereto and made a part hereof, and all divisional, continuations, continuations-in-part, substitute or reissue applications on said inventions now or hereafter filed in the United States, European Union or anywhere in the world, and all patents which may be granted on said applications (said patents, including all registrations and applications for registrations thereof, being collectively referred to herein as the "Assigned Patents"); and

WHEREAS, Assignor has adopted, used or acquired certain domain names (or other uniform resource locators on the Internet), including, but not limited to, the domain names set forth on Schedule C attached hereto and made a part hereof, (said domain names, including all registrations and applications for registrations thereof, being collectively referred to herein as the "Assigned Domain Names").

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to Seller's Intellectual Property Rights, Assigned Marks, Assigned Patents, Assigned Domain Names and any other marks or intellectual property rights which it may have acquired related to the Farberware Business (as that term is defined in the Acquisition Agreement), all together with the goodwill of the Farberware Business in connection with which the Assigned Marks, Assigned Patents and Assigned Domain Names are used, and with any and all renewals and extensions of the registrations for the Assigned Marks, Assigned Patents and

Assigned Domain Names that may be secured under the laws now or hereafter in effect in the United States or any other country or countries.

1. Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
 - A. in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering any of the Assigned Marks, Assigned Patents or Assigned Domain Names;
 - B. in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Assigned Marks, Assigned Patents or Assigned Domain Names, including testifying as to any facts relating to the Assigned Marks, Assigned Patents, Assigned Domain Names or this Assignment (however, in the event of any opposition, interference, infringement suit or other proceeding that may arise in connection with the Assigned Marks, Assigned Patents, Assigned Domain Names or this Assignment, Assignee agrees to bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and will be entitled to retain the entire amount of any recovery or settlement. Assignor may if it so desires, also be represented by counsel of its own selection, the fees for which counsel will be paid by Assignor); and
 - C. in the implementation or perfection of this Assignment.
2. Assignor further agrees that it will (a) cooperate with Assignee in the prosecution of any U.S. Patent applications and foreign counterparts concerning the Assigned Patents or any improvements thereon or any U.S. trademark applications concerning the Assigned Trademarks or the Assigned Domain Names or other Seller's Intellectual Property Rights associated therewith; and (b) execute, verify, acknowledge and deliver all such further papers and instruments of transfer.

IN WITNESS WHEREOF, Gregory W. Hunt, certifies that he is an officer of Farberware Inc. and has been duly authorized by Farberware Inc. to execute this Assignment on its behalf, as of the date set forth in the first paragraph.

ASSIGNOR:
FARBERWARE INC.

WITNESS: Lisa Mac Gillibray
Name: Lisa Mac Gillibray
Title: Counsel

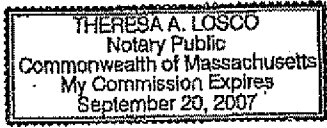
By: Gregory W. Hunt
Name: Gregory W. Hunt
Its: Vice President and Chief Financial Officer

Commonwealth of Massachusetts)
County of Suffolk) ss:

On the 31st day of December in the year 2001 before me, the undersigned, personally appeared Gregory W. Hunt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President and CFO of Farberware Inc., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Theresa A. Losco
Notary Public
175 McClellan Highway
Address East Boston, MA 02128

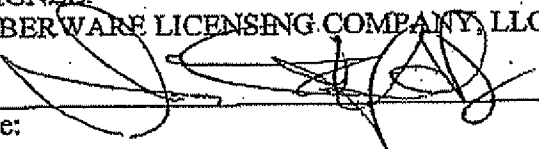
My commission expires: _____



[Signature Pages -- IP Assignment Agreement]

IN WITNESS WHEREOF, Irwin Chafetz certifies that he is an officer of Farberware Licensing Company, LLC and has been duly authorized by Farberware Licensing Company, LLC to execute this Assignment on its behalf, as of the date set forth in the first paragraph.

WITNESS: 
Name: Paul G. Roberts
Title: Secretary

ASSIGNEE:
FARBERWARE LICENSING COMPANY, LLC
By: 
Name:
Title:

Norfolk } ss: Massachusetts

On the 28 day of December in the year 2001 before me, the undersigned, personally appeared IRWIN CHAFETZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as MANAGER of Farberware Licensing Company, LLC, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Carol S. Tallio
Notary Public

211 Neponset Street
Norwood, MA
Address

My commission expires: 5-17-02

[Signature Pages - IP Assignment Agreement]

Schedule A

Assigned Marks

Trademarks

Mark	Jurisdiction	Registration Number	Application Number
Farberware	USA	0601591	71660536
Farberware	USA	0806655	72213104
Farberware	USA	0804130	72213103
Farberware	USA	1122167	73100621
Farberware	USA	1410374	73580054
Farberware	USA	1447147	73628603
Farberware	USA	2099690	74462123
Farberware	USA	1932199	74475972
Farberware	USA	2482613	75225170
Farberware	USA	2441407	75586455
Advantage	USA	1226680	73240312
Backsaver	USA	1949554	74501630
Char-B-Q (Stylized)	USA	613163	71650059
Classic Servings	USA	1905011	74340700
Classiclean	USA	1971444	74686298
Convection Turbo-Oven	USA	1157193	73240309
Decathlon	USA	1924653	74401109
Electric Char-B-Que (Stylized & Design (Electrical Plug)	USA	0982893	72448871
Farber	USA	1897200	74386757
Farber Peel	USA	1897955	74244221
Millennium	USA	2043906	74051501
Millennium	USA	1898138	74802101
Open Hearth	USA	0754975	72156104
Pastapro	USA	2006690	74535282
Set Builders	USA	1900692	74499794
Vanguard 1000	USA	2252535	75327788
Farberware	Chile	588372	500470
Farberware	China	1148214	-----
Farberware Millennium	United Kingdom	1485062	-----

Mark	Jurisdiction	Registration Number	Application Number
Farberware	Australia	214699	-----
Farberware	Australia	169253	-----
Farberware	Australia	169254	-----
Farberware	Australia	399468	-----
Farberware	Australia	399467	-----
Farberware	Australia	404684	-----
Farberware	Austria	105517	-----
Farberware	Benelux	395531	-----
Farberware	Brazil	811438325	-----
Farberware	Brazil	811438333	-----
Farberware	Canada	UCA/050716	-----
Farberware	Denmark	19851939	-----
Farberware	Finland	92207	-----
Farberware	France	1249025	-----
Farberware	Great Brit	B1205914	-----
Farberware	Great Brit	B1205915	-----
Farberware	Greece	77282	-----
Farberware	Greece	76060	-----
Farberware	Israel	57748	-----
Farberware	Israel	57840	-----
Farberware	New Zealand	B69536	-----
Farberware	New Zealand	B69535	-----
Farberware	New Zealand	149651	-----
Farberware	New Zealand	149652	-----
Farberware	New Zealand	149653	-----
Farberware	Norway	19833375	-----
Farberware	Portugal	224160	-----
Farberware	Portugal	224161	-----
Farberware	Portugal	224162	-----
Convection Turbo-Oven	Argentina	1109864	-----
Millennium	Australia	A553506	-----
Millennium	Australia	A553507	-----
Convection Turbo-Oven	Benelux	515303	-----
Microbrew	Benelux	472044	-----
Millennium	Benelux	497759	-----
Millennium	Benelux	557765	-----
Farberpeel	Canada	409873	-----
Farberseal	Canada	409872	-----
Farberware Millennium	Canada	418801	-----

Mark	Jurisdiction	Registration Number	Application Number
Open Hearth	Canada	133696	-----
Stay Clean Action & Design	Canada	204245	-----
Classic Series	USA	2093748	75976207
Convection Turbo-Oven	Denmark	1983-1579	-----
Open Hearth	France	1460223	-----
Millennium	Germany	2029796	-----
Farberware Convection Turbo-Oven	Germany	1045089	-----
Convection Turbo-Oven	Great Brit	B1168353	-----
Farberware Millennium	Great Brit	B1485061	-----
Convection Turbo-Oven	Italy	402068	-----
Farberware Millennium	Italy	610847	-----
Open Hearth	Italy	434663	-----
Farberpeel	Japan	2691276	-----
Farberseal	Japan	2691277	-----
Millennium	Japan	2529988	-----
Millennium (Katakana)	Japan	2529989	-----
Farberpeel	Mexico	429889	-----
Farberseal	Mexico	425167	-----
Thermal Intelligence	Mexico	511287	248446
Convection Turbo-Oven	S. Korea	90152	-----
Millennium	Spain	1647799	-----
Convection Turbo-Oven	Sweden	185270	-----
Microbrew	Sweden	225353	-----
Farberware Convection Turbo-Oven	Switzerland	319496	-----
Microbrew	Switzerland	375406	-----
Microbrew	Thailand	148181	-----
Microbrew	Thailand	148556	-----
Farberware Convection Turbo-Oven	W. Germany	1045089	-----
Microbrew	W. Germany	1164528	-----

Trademark Applications

Mark	Jurisdiction	Registration Number	Application Number
Farberware Basics	USA	-----	76089265
Farberware Lifestyles	USA	-----	76089861
International Cookware	USA	-----	76086135
Millennium (Stylized)	USA	-----	76263572
Farberware	Argentina	-----	1409024
Farberware	Argentina	-----	1409025
Millennium	Australia	-----	605485
Millennium	Australia	-----	605485
Farberware	Colombia	-----	93423898
Farberware	Germany	-----	K046333
Farberware	Italy	-----	022333
Farberware	Japan	-----	58103309
Farberware	Malawi	-----	000203
Farberware	Malawi	-----	000204
Farberware	Mexico	-----	302348
Farberware	Mexico	-----	304835
Farberware	Mexico	-----	304836
Farberware	Mexico	-----	315569
Farberware	Peru	-----	286865
Farberware	Peru	-----	286866
Farberware	S. Africa	-----	B007484
Farberware	S. Africa	-----	B007485
Farberware	Spain	-----	452855M
Farberware	Spain	-----	1054534M4
Farberware	Sweden	-----	8306795
Farberware	Switzerland	-----	328759
Farberware	Taiwan	-----	252850
Convection Turbo-Oven	Taiwan	-----	(71)7968
Farberware	Venezuela	-----	008772
Farberware	Venezuela	-----	008775
Farberware	Venezuela	-----	008776
Farberware	Venezuela	-----	008777
Farberware	Zimbabwe	-----	B000560
Farberware	Zimbabwe	-----	B000561

Schedule B

Assigned Patents

Patents

Title	Jurisdiction	Serial No.	Patent No.
Cookware and Method of Making the Same	USA	403828	4511077
Cookware Bottom Wall Structure	USA	602308	4552284
Method of Making Cookware	USA	723245	4613070
Drip Coffee Maker for Use within a Microwave Oven	USA	310447	4999466
Drip Coffee Maker for Use within a microwave Oven	USA	638914	5491322
Electric Can Opener with Vertical Height Adjustment	USA	850369	D304286
Combined Cooking and Storage Container	USA	847899	D305086
Coffee Brewer	USA	298584	D325844
Electric Peeler	USA	886443	D344429
Coffee Brewer	USA	369547	D352418
Microwave Drip Coffee Maker	CANA	2009862	-----
Microwave Drip Coffee Maker	EPC	90300670	383439

Schedule C

Assigned Domain Names

<u>URL</u>	<u>Registration Date</u>
Farberware.com	December 21, 1995
Farberware.net	May 18, 1998
Farberware.cc	unavailable
Farberware.org	May 18, 1998
Farber-ware.com	November 7, 2000
Farber-ware.net	November 7, 2000
Farber-ware.org	November 7, 2000