

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	01/30/2003		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
World Kitchen (GHC), Inc.		01/30/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Kitchen (GHC), LLC		
<b>Street Address:</b>	5500 N. Pearl		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
<b>Registration Number:</b>	2913124	MAGNASHARP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(847)233-8979		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	(847) 233-8548		
<b>Email:</b>	cameyja@worldkitchen.com		
<b>Correspondent Name:</b>	James A. Carney		
<b>Address Line 1:</b>	5500 N. Pearl		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Rosemont, ILLINOIS 60018		
<b>NAME OF SUBMITTER:</b>	James A. Carney		
<b>Signature:</b>	/James A. Carney/		

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Date:

12/16/2010

**Total Attachments: 4**

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 30th day of January, 2003, by and between WORLD KITCHEN (GHC), LLC, a Delaware limited liability company ("GHC LLC" or the "Surviving LLC"), and WORLD KITCHEN (GHC), INC., a Delaware corporation (the "Merging Corporation") (both such entities being sometimes hereinafter referred to together as the "Constituent Entities").

### WITNESSETH:

WHEREAS, WKI Holding Company, Inc., a Delaware Corporation ("WKI"), owns all of the membership interests in GHC LLC and also owns all of the issued and outstanding shares of capital stock of the Merging Corporation;

WHEREAS, WKI, as the sole member of GHC LLC, has duly approved this Agreement in accordance with subsection (b) of Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and deems it advisable and in the best interests of GHC LLC that the Merging Corporation merge with and into GHC LLC (the "Merger"), with GHC LLC being the surviving entity in the Merger; and

WHEREAS, WKI, as the sole stockholder of the Merging Corporation, and the board of directors of the Merging Corporation, have duly approved this Agreement in accordance with subsection (c) of Section 264 of the Delaware General Corporation Law (the "DGCL") and deem the Merger to be in the best interests of the Merging Corporation;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Constituent Entities hereby agree that the Merging Corporation shall be merged with and into GHC LLC and that the terms and conditions of the Merger and the mode of carrying the Merger into effect shall be as hereinafter set forth:

### ARTICLE 1

#### MERGER; SURVIVING LLC

The Merging Corporation shall be merged at the Effective Time (as defined in Section 2.1 hereof) with and into GHC LLC in accordance with the provisions of the Delaware LLC Act and the DGCL and the separate corporate existence of the Merging Corporation shall cease. GHC LLC shall survive the Merger and shall continue to be governed by the Delaware LLC Act.

### ARTICLE 2

#### TERMS AND CONDITIONS

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

2.1 Effective Time. The Merger shall become effective in accordance with the Delaware LLC Act and the DGCL (the "DGCL") at 11:59 p.m., Eastern Time, on January 30, 2003 (the "Effective Time").

2.2 Effect of Merger. At the Effective Time, the Merger shall have the effects provided for herein, in Section 18-209(g) of the Delaware LLC Act and in Section 259 of the DGCL.

2.3 Certificate of Formation. The Certificate of Formation of GHC LLC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Certificate of Formation of the Surviving LLC until the same shall be altered, amended or repealed according to the provisions thereof and applicable law.

2.4 Limited Liability Company Agreement. The Limited Liability Company Agreement of GHC LLC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Limited Liability Company Agreement of the Surviving LLC until the same shall thereafter be altered, amended or repealed according to the provisions thereof and applicable law.

2.5 Officers of Surviving LLC. The officers of GHC LLC in office at the Effective Time shall continue in office as, and shall be the officers of the Surviving LLC for their respective terms of office and until their successors are elected or appointed and qualified in accordance with the Limited Liability Company Agreement of the Surviving LLC.

2.6 Compliance with Plan of Reorganization; Third-Party Beneficiaries. It is the intent of the Constituent Entities that this Agreement and the Merger comply with the terms of the Second Amended Joint Plan of Reorganization of World Kitchen, Inc., its Parent Corporation and its Subsidiary Debtors, dated November 15, 2002, as modified (the "Plan of Reorganization"). The Surviving LLC hereby expressly agrees that it shall perform the obligations of the Merging Corporation pursuant to the Plan of Reorganization to pay or otherwise satisfy Allowed Claims (as defined in the Plan of Reorganization) against the Merging Corporation. Creditors of the Merging Corporation shall be the express third-party beneficiaries of this Section 2.6 to the extent necessary to enforce rights granted in the Plan of Reorganization against the Merging Corporation and the Surviving LLC.

2.7 Further Assurances. If, at any time after the Effective Time, the Surviving LLC shall determine or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving LLC, the title to any property or rights of the Merging Corporation acquired or to be acquired by reason of, or as a result of, the Merger, the Merging Corporation and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving LLC and otherwise to carry out the purpose of this Agreement. The proper officers and directors the Merging Corporation and the proper officers and directors of GHC LLC are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

### ARTICLE 3

#### CONVERSION OF SHARES

The manner and basis of effecting the Merger with respect to shares and certificates of the Constituent Entities shall be as follows:

3.1 Stock of the Merging Corporation. At the Effective Time, all of the shares of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time, all shares of capital stock of the Merging Corporation held in the treasury of the Merging Corporation, if any, and all rights to acquire shares of capital stock of the Merging Corporation, if any, shall, without further act of the Merging Corporation or any holder thereof, and without further act of GHC LLC or any member thereof, be cancelled and retired and shall cease to exist, without any consideration being payable therefor. At the Effective Time, the separate corporate existence of the Merging Corporation shall cease, thereby terminating any authority for the further issuance of shares by the Merging Corporation.

3.2 Membership Interests in GHC LLC. At the Effective Time, each membership interest in GHC LLC and all rights in respect thereof shall remain unchanged as an equivalent membership interest in the Surviving LLC.

### ARTICLE 4

#### ABANDONMENT OF MERGER

This Agreement may be terminated and abandoned by duly authorized action of either of the Constituent Entities at any time prior to the Effective Time. In furtherance and not in limitation of the foregoing, the Merger may be abandoned and this Agreement terminated in the event that at or before the Effective Time, the Constituent Entities shall not have received any approvals as may be required for the Merger.

### ARTICLE 5

#### HEADINGS

The headings of the articles, sections and paragraphs of this Agreement are inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms and provisions hereof.

### ARTICLE 6

#### COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be original, but such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WORLD KITCHEN (GHC), LLC  
(a Delaware limited liability company):

By: WKI Holding Company, Inc., its sole member

By: 

Printed Name: Raymond J. Kulla  
Title: Vice President and Secretary

WORLD KITCHEN (GHC), INC.  
(a Delaware corporation):

By: 

Printed Name: Raymond J. Kulla  
Title: Vice President and Secretary