

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.		04/06/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	CMS MEZZANINE SUBPARTNERSHIP
Composed Of:	COMPOSED OF CMS MEZZANINE DEBT FUND, L.P., a PA Limited Partnership, and CMS MEZZANINE DEBT FUND Q, L.P., a PA Limited Partnership as General Partners.
Street Address:	308 East Lancaster Ave.,
Internal Address:	Suite 300
City:	Wynnewood,
State/Country:	PENNSYLVANIA
Postal Code:	19096
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3217024	ACCENTZ
Registration Number:	2660461	ALESSANDRA
Serial Number:	77149199	CERES
Registration Number:	3644511	D&V
Registration Number:	3613320	F
Registration Number:	3237498	FORTESSA
Registration Number:	2594039	FORTESSA
Registration Number:	3603698	FORTESSA
Registration Number:	3613319	FORTESSA
Registration Number:	2672923	FORTALUXE
Serial Number:	77342733	LEADING THE WAY IN TABLEWARE

900196086

TRADEMARK
 REEL: 004574 FRAME: 0782

CH \$390.00 3217024

Registration Number:	3090308	OCEANA
Registration Number:	3603699	SUPERWHITE
Serial Number:	77325039	TECHNOCERAM
Registration Number:	3247130	VITRALUXE

CORRESPONDENCE DATA

Fax Number: (610)371-8506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 609-987-7050
Email: ejs@stevenslee.com
Correspondent Name: Elliott J. Stein, Esq.
Address Line 1: 100 Lenox Drive,
Address Line 2: Suite 200,
Address Line 4: Lawrenceville,, NEW JERSEY 08648

ATTORNEY DOCKET NUMBER:	105307.00002
NAME OF SUBMITTER:	Elliott J. Stein
Signature:	/varlawyer/
Date:	07/01/2011

Total Attachments: 6
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF APRIL 6, 2011 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AMONG THE BORROWERS, THE SUBORDINATED LENDER AND PNC BANK, NATIONAL ASSOCIATION.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of April 6, 2011 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia ("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 CMS MEZZANINE DEBT SUBPARTNERSHIP, a Delaware general partnership (the "Lender").

WITNESSETH

WHEREAS, Fortessa, Eschenbach, Sterling Housewares LLC, a Virginia limited liability company ("Sterling"), and Fortessa Intellectual Property, LLC ("FIP"; collectively with Fortessa, Eschenbach, and Sterling, the "Borrowers"), and Lender are parties to that certain Senior Subordinated Note and Warrant Purchase Agreement dated as of April 6, 2011 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Purchase Agreement") providing for the senior subordinated loan to be made to Borrowers by Lender;

WHEREAS, each Grantor has granted to Lender, 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 Purchase 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 Purchase Agreement. The Purchase 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 Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Purchase 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:

1. 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


2. 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.

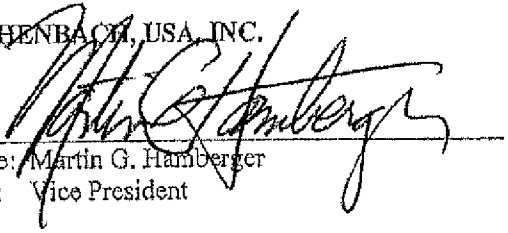
[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

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

FORTESSA, INC.

By: 
Name: Eric M. Hamberger
Title: Co-President

ESCHENBACH, USA, INC.

By: 
Name: Martin G. Hamberger
Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

**CMS MEZZANINE DEBT
SUBPARTNERSHIP**

By: CMS MEZZANINE DEBT FUND, L.P., as a
General Partner

By: _____
Name: Lyle Cunningham
Title: Authorized Signatory

By: CMS MEZZANINE DEBT FUND Q, L.P.,
as a General Partner

By: _____
Name: Lyle Cunningham
Title: Authorized Signatory

Signature Page to the Intellectual Property Security Agreement

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

FORTESSA, INC.

By: _____
Name: Eric M. Hamberger
Title: Co-President

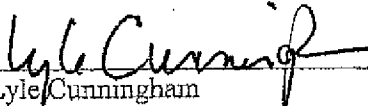
ESCHENBACH, USA, INC.

By: _____
Name: Martin G. Hamberger
Title: Vice President


Agreed and Accepted
As of the Date First Written Above:

**CMS MEZZANINE DEBT
SUBPARTNERSHIP**

By: CMS MEZZANINE DEBT FUND, L.P., as a
General Partner

By: 
Name: Lyle Cunningham
Title: Authorized Signatory

By: CMS MEZZANINE DEBT FUND Q, L.P.,
as a General Partner

By: 
Name: Lyle Cunningham
Title: Authorized Signatory

Signature Page to the Intellectual Property Security Agreement

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Mark	Owner	Jurisdiction	Registration or Application Number
ACCENTZ	Fortessa, Inc.	Virginia	7475
ACCENTZ (Stylized)	Fortessa, Inc.	U.S. Federal	3,217,024
ALESSANDRA*	Fortessa, Inc.	U.S. Federal	2,660,461
CERES	Fortessa, Inc.	U.S. Federal	77/149,199
CIRCLE LOGO [a.k.a. EVITA WHITE Design]	ESCHENBACH, USA, INC.	European Community	3096856
D&V	Fortessa, Inc.	U.S. Federal	3644511
F & Design (Castle Logo)	Fortessa, Inc.	U.S. Federal	3613320
FORTESSA	Fortessa, Inc.	U.S. Federal	3,237,498
FORTESSA	Fortessa, Inc.	U.S. Federal	2,594,039
FORTESSA	Fortessa, Inc.	U.S. Federal	3603698
FORTESSA (Stylized)	Fortessa, Inc.	U.S. Federal	3613319
FORTESSA	Fortessa, Inc.	Canada	148441300
FORTALUXE	Fortessa, Inc.	U.S. Federal	2,672,923
LEADING THE WAY IN TABLEWARE	Fortessa, Inc.	U.S. Federal	77/342,733
MUG AT WORK (Stylized)*	ESCHENBACH, USA, INC.	U.S. Federal	2,214,009
MUG AT WORK*	ESCHENBACH, USA, INC.	U.S. Federal	2,172,882
OCEANA	Fortessa, Inc.	U.S. Federal	3,090,308
SUPERWHITE	Fortessa, Inc.	U.S. Federal	3603699
TAKE IT*	ESCHENBACH, USA, INC.	U.S. Federal	2,174,902
TAKE IT (Stylized)*	ESCHENBACH, USA, INC.	U.S. Federal	2,172,881
TECHNOCERAM	Fortessa, Inc.	U.S. Federal	77/325,039
VITRALUXE	Fortessa, Inc.	U.S. Federal	3,247,130

* The Mark has been cancelled with the United States Patent and Trademark; however, Borrower still has ownership rights under Virginia state law.

PENDING TRADEMARK APPLICATIONS

None.

DESIGN PATENT REGISTRATIONS

Title of Invention	Owner	Jurisdiction	Patent Number	Issue Date / Expiration Date	Status
BOULLION CUP	Fortessa, Inc.	U.S. Federal	D562,638	02/26/2008 / 02/26/2022	Issued
COFFEE CUP	Fortessa, Inc.	U.S. Federal	D556,514	12/04/2007 / 12/04/2021	Issued
PLATE	Fortessa, Inc.	U.S. Federal	D559,626	01/15/2008 / 01/15/2022	Issued
SAUCER	Fortessa, Inc.	U.S. Federal	D560,439	01/29/2008 / 01/29/2022	Issued
SOUP BOWL	Fortessa, Inc.	U.S. Federal	D560,438	01/29/2008 / 01/29/2022	Issued

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Title	Owner	Description	Jurisdiction	Registration Number
BRISTOL BLUE (pattern H5/6872)	ESCHENBACH, USA, INC.	Design on porcelain plate	U.S. Federal	VA 855 116
CHATEAU LOIRE GREEN	ESCHENBACH, USA, INC.	Design on porcelain plate	U.S. Federal	VA 855 118
EVITA	ESCHENBACH, USA, INC.		U.S. Federal	VA 985 828
MARRAKESH (service plate series 7621)	ESCHENBACH, USA, INC.	Designs on porcelain plates	U.S. Federal	VA 1 024 871
MUG AT WORK	ESCHENBACH, USA, INC.		U.S. Federal	VA 859 624
ST. REGIS	ESCHENBACH, USA, INC.	Design on porcelain plate	U.S. Federal	VA 855 117
TAKE IT	ESCHENBACH, USA, INC.		U.S. Federal	VA 857 041
TAKE IT	ESCHENBACH, USA, INC.	Product packaging	U.S. Federal	VA 859 631