

3/19/02

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04-11-2002

Form PTO-1595 (Rev. 03/01) **FINANCE SECRETARIAT RECORDATION FC PATENT**  DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) **102052391**

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Farberware, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Farberware Licensing Company LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o The Interface Group</u></p> <p><u>300 First Avenue</u></p> <p>City: <u>Needham</u> State: <u>MA</u> Zip: <u>02194</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 31, 2001</u></p>	

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p> <p>See attached Schedule B</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kimberly Herman</u></p> <p>Internal Address: <u>Sullivan & Worcester LLP</u></p> <p>Street Address: <u>One Post Office Square</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109</u></p>	<p>6. Total number of applications and patents involved: <u>20</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>800.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>500751</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly B. Herman Kimberly B. Herman 3/18/02

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

04/11/2002 6TON11 00000008 500751 4511077

01 FC:581 800.00 CH

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

SCHEDULE B

Patent Numbers

4511077
4552284
4613070
4999466
5491322
D304286
D304086
D325844
D344429
D352418
4113188
4147925
4165681
4458140
4645909
4701585
5434392
D301432
D305393
D326030

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").

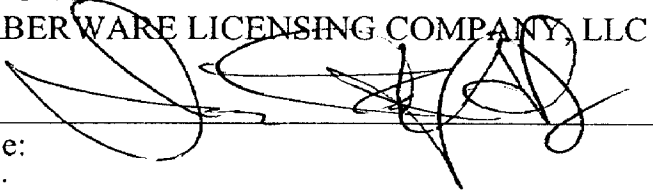
NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to Seller's 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, 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. Tallino
Notary Public
211 Newport Street
Norwood, MA
Address

My commission expires: 5-17-02

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 MacGillivray
Name: LISA MACGILLIVRAY
Title: Counsel

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

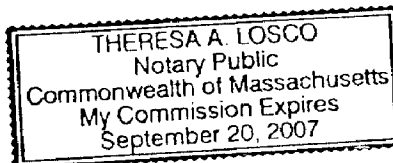
Commonwealth of Massachusetts)
County of Suffolk) ss:

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, East Boston, MA
Address

My commission expires: _____



{Signature Pages - IP Assignment Agreement}

SCHEDULE A

Farberware Basics	76089265
Farberware Lifestyles	76089861
International Cookware	76086135
Millenium (Stylized)	76263572

SCHEDULE A

Farberware	0601591
Farberware	0806655
Farberware	0804130
Farberware	1122167
Farberware	1410374
Farberware	1447147
Farberware	2099690
Farberware	1932199
Farberware	2482613
Farberware	2441407
Classic Series	2093748
Advantage	1226680
Backsaver	1949554
Char-B-Q (Stylized)	613163
Classic Servings	1905011
Classiclean	1971444
Convection Turbo-Oven	1157193
Decathalon	1924653
Electric Char-B-Q (Stylized & Design)	0982893
Farber	1897200
Farber Peel	1897955
Millennium	2043906
Millennium	1898138
Open Hearth	0754975
Pastapro	2006690
Set Builders	1900692
Vanguard 1000	2252535