

06-20-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

6-1703 RECOR



102479079

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Salton, Inc.
Toastmaster, Inc.
Salton Toastmaster Logistics LLCAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 5/9/03

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: Mail Code 8056

Street Address: 191 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30303

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: _____

A. Patent Application No.(s) _____
None.B. Patent No.(s) _____
See attached schedule.Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donna J. Hunter, Paralegal
Internal Address: Paul, Hastings, Janofsky
& Walker LLPStreet Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Signature

June 17, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 17

160.00 documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/19/2003 DBYRNE

00000076 D473314

01 FC:0021

FINANCE SECTION

JUN 17 AM 10:43

06/19/2003 10:06:00

PATENT
REEL: 014178 FRAME: 0492

**Continuation of Item 1
of
PATENT RECORDATION FORM COVER SHEET**

Additional Conveying Parties

Home Creations Direct, Ltd.

Sonex International Corporation

Icebox, LLC

Family Products Inc.

Salton Holdings, Inc.

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS – PART II

| Grantor | Patent Name | Number | Issue Date |
|----------------|--------------------|---------------|-------------------|
| Salton, Inc. | CONTROL UNIT | D473,314 | 4/15/03 |
| | ROASTER (DESIGN) | D472,758 | 4/8/03 |
| Salton, Inc. | CLOCK | D475,301 | 6/3/02 |
| | CLOCK | D475,635 | 6/10/03 |

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2003 (this "Patent and Trademark Security Agreement"), by each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing the form of Supplement attached hereto as Annex 1, as grantors (collectively, the "Grantors", and individually, each a "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the financial institutions from time to time parties thereto (such financial institutions, together with their respective successors and assigns, are referred to each individually as a "Lender" and collectively as the "Lenders"), Wachovia Bank, National Association, as administrative agent, collateral agent and co-agent, Bank of America, N.A., as syndication agent, documentation agent and co-agent, Banc of America Securities LLC, as co-arranger and co-book runner, Wachovia Securities, Inc., as co-arranger and co-book runner, Salton, Inc., a Delaware corporation (the "Parent"), each of the Parent's Subsidiaries identified on the signature pages thereof as borrowers (the Parent and such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") and each of the Parent's other Subsidiaries identified on the signature pages thereof as guarantors (including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make the Loans to the Borrowers and to issue Letters of Credit on behalf of the Borrowers and guaranteed by the Guarantors;

WHEREAS, each Grantor is a party to the Credit Agreement, as either a Borrower or as a Guarantor;

WHEREAS, the Agent and the Lenders are willing to make the Revolving Loans and to provide the other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that each of the Grantors shall have executed and delivered to the Agent, for itself and the ratable benefit of the Lenders, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Patent" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all patents of the United States or any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory

thereof, or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Patent Licenses” means any and all rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademark” means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Trademark Licenses” means any and all rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent, Patent License, Trademark and Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (iii) injury to the goodwill associated with any Patent, Patent licensed under any Patent License, Trademark, or Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. NEW PATENT AND TRADEMARK COLLATERAL. If, prior to the termination of the Security Agreement, any Grantor shall (i) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (ii) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements). Each Grantor hereby authorizes the Agent to modify this Patent and Trademark Security Agreement unilaterally (x) by amending Schedule I to include any future patents and patent applications that are Patents under this Patent and Trademark Security Agreement, or to include any future license agreements that are Patent Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), (y) by amending Schedule II to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under this Patent and Trademark Security Agreement, or to include any future license agreements that are Trademark Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), or (z) by filing, in addition to and not in substitution for this Patent and Trademark Security Agreement, a duplicate original of this Patent and Trademark Security Agreement containing on Schedule I thereto, as the case may be, such future patents, patent applications and future license agreements and containing on Schedule II thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and future license agreements.

[Signatures begin on following page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SALTON, INC., a Delaware corporation

By: [Signature]
Title: Senior Vice President

TOASTMASTER INC., a Missouri corporation

By: [Signature]
Title: Senior Vice President

SALTON TOASTMASTER LOGISTICS LLC, a Delaware limited liability company

By: [Signature]
Title: Senior Vice President

HOME CREATIONS DIRECT, LTD., a Delaware corporation

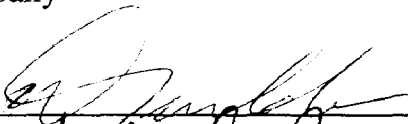
By: [Signature]
Title: Senior Vice President

SONEX INTERNATIONAL CORPORATION, a Delaware corporation

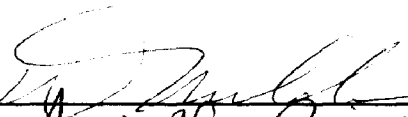
By: [Signature]
Title: Senior Vice President

[Signatures continue on following page.]


ICEBOX, LLC, an Illinois limited liability company

By: 
Title: Senior Vice President

FAMILY PRODUCTS INC., a Delaware corporation

By: 
Title: Senior Vice President

SALTON HOLDINGS, INC., a Delaware corporation

By: 
Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Title: Director

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS

| Grantor | Patent Name | Number | Issue Date |
|--------------------------------|---|---------|------------|
| Toastmaster, Inc. | BREAD STICK RACK FOR PORTABLE BREAD OVENS | 5890421 | 4/6/99 |
| Toastmaster, Inc. | TEMPERATURE SENSITIVE TIMING ASSEMBLY FOR TOASTER APPLIANCE | 5901639 | 5/11/99 |
| JB Research, Inc. | MASSAGING SYSTEM SEAT CUSHION | D393563 | 4/21/98 |
| JB Research, Inc. | MASSAGING SYSTEM SEAT CUSHION | D398804 | 9/29/98 |
| JB Research, Inc. | MASSAGING SYSTEM SEAT CUSHION | D399696 | 10/20/98 |
| JB Research, Inc. | MASSAGING SYSTEM SEAT CUSHION | D399674 | 10/20/98 |
| JB Research, Inc. | MASSAGE SYSTEM SEAT CUSHION | D399697 | 10/20/98 |
| JB Research, Inc. | MASSAGE SYSTEM SEAT CUSHION | D404602 | 1/26/99 |
| JB Research, Inc. | MASSAGE SYSTEM SEAT CUSHION | D407257 | 3/30/99 |
| JB Research, Inc. | MASSAGE SYSTEM SEAT CUSHION | D393976 | 5/5/98 |
| JB Research, Inc. | MASSAGE SYSTEM SEAT CUSHION | D399695 | 10/20/98 |
| Trillium Health Products, Inc. | JUICE EXTRACTORS | 5495795 | 3/5/96 |
| | SPEED CONTROLS | 5417152 | 5/23/95 |
| Trillium Health Products, Inc. | JUICE EXTRACTORS | 5355784 | 10/18/94 |
| Trillium Health Products, Inc. | JUICE EXTRACTORS WITH SPLASH PREVENTION | 5257575 | 11/2/93 |
| Salton, Inc. | APPLIANCE MOUNTING APPARATUS | 4660793 | 4/28/87 |
| | SEGMENTED PAD | D402149 | 12/8/98 |
| JB Research, Inc. | MASSAGING APPARATUS HAVING TRANSFORMABLE PAD | 5836900 | 11/17/98 |
| JB Research, Inc. | MASSAGE UNIT WITH REPLACEABLE HOT AND COLD PACKS | 5902256 | 5/11/99 |
| | MASSAGING CHAISE LOUNGE | D394559 | 5/26/98 |
| JB Research, Inc. | MICROCONTROLLER BASED MESSAGE SYSTEM | 6039702 | 3/21/00 |
| Toastmaster, Inc. | ELECTRIC APPLIANCE HAVING A PROXIMITY SENSOR | 6307182 | 10/23/01 |
| Salton, Inc. | CONTROL UNIT | D452570 | 12/25/01 |
| GTC Properties, Inc. | CLOCK RADIO | D402655 | 12/15/98 |
| GTC Properties, Inc. | CLOCK | D408297 | 4/20/99 |
| GTC Properties, Inc. | CLOCK | D409498 | 5/22/99 |
| GTC Properties, Inc. | CLOCK | D409499 | 5/11/99 |
| GTC Properties, Inc. | CLOCK | D409500 | 5/11/99 |
| GTC Properties, Inc. | CLOCK | D406535 | 3/9/99 |
| GTC Properties, Inc. | CLOCK | D413272 | 8/31/99 |
| GTC Properties, Inc. | CLOCK | D413812 | 9/14/99 |
| GTC Properties, Inc. | CLOCK | D414119 | 9/21/99 |
| GTC Properties, Inc. | CLOCK | D429234 | 8/8/00 |
| GTC Properties, Inc. | CLOCK | D437236 | 2/6/01 |
| GTC Properties, Inc. | CLOCK | D437238 | 2/6/01 |
| GTC Properties, Inc. | CLOCK | D443523 | 6/12/01 |

| Grantor | Patent Name | Number | Issue Date |
|--|--|---------|------------|
| GTC Properties, Inc. | CLOCK | D443524 | 6/12/01 |
| Voice It Worldwide, Inc. | VOICE RECOGNITION INTERFACE APPARATUS AND METHOD FOR INTERACTING WITH A PROGRAMMABLE TIMEKEEPING DEVICE | 5794205 | 8/11/98 |
| GTC Properties, Inc. | TRANSFORMERLESS LED DIGITAL ALARM CLOCK | 6147935 | 11/14/00 |
| | INFORMATION RETRIEVAL AND PRESENTATION SYSTEMS WITH DIRECT ACCESS TO RETRIEVABLE ITEMS OF INFORMATION | 5751369 | 5/12/98 |
| Coach Master International Corporation | OPERATION OF INFORMATION/ENTERTAINMENT CENTERS | 5764304 | 6/9/98 |
| Coach Master International Corporation | DATA STORAGE DEVICES | 5801784 | 9/1/98 |
| Coach Master International Corporation | INFORMATION ENTERTAINMENT SYSTEMS WITH USER PROMPTS | 5833470 | 11/10/98 |
| Coach Master International Corporation | METHODS OF PRODUCING DATA STORAGE DEVICES FOR WHICH CAN BE USED TO COASH USERS IN THE PERFORMANCE OF USER-SELECTED TASKS | 5898462 | 4/27/99 |
| | EDUCATIONAL AND TRAINING DEVICES AND METHODS | 5961333 | 10/5/99 |
| Coach Master International Corporation | KEYBOARD (I) | 6215420 | 4/10/01 |
| | EDUCATIONAL-INSTRUCTIONAL/ENTERTAINMENT CENTER | D393854 | 4/28/98 |
| CMi Worldwide, Inc. | FLAT SCREEN APPLIANCE | D437837 | 2/20/01 |
| Coach Master International Corporation | WATERPROOF REMOTE CONTROL DEVICE | D458250 | 6/4/02 |
| Sonex International, Inc. | ORBITALLY OR RECIPROCALLY VIBRATING METHOD FOR INTERPROXIMAL PLAQUE REMOVAL | 5827064 | 10/27/98 |
| Sonex International, Inc. | INTERDENTAL PLAQUE REMOVER METHOD FOR INTERPROXIMAL PLAQUE REMOVAL | D422707 | 4/11/00 |
| Salton, Inc. | INTERACTIVE VOICE RECOGNITION DIGITAL CLOCK | 6310833 | 10/30/01 |
| Icebox, LLC | APPLIANCE WITH MULTIPLE MODES OF OPERATION | 6532004 | 3/11/03 |
| Icebox, LLC | APPLIANCES WITH THE INTERNET ACCESS | 6490726 | 12/3/02 |
| Icebox, LLC | INTEGRATED APPLIANCE | D455132 | 4/2/02 |
| Icebox, LLC | APPLIANCES | 6466278 | 10/15/02 |
| GTC Properties, Inc. | CLOCK | D444074 | 6/26/01 |
| | CAN OPENER/ORGANIZER | 6470521 | 10/29/02 |

| Grantor | Patent Name | Number | Issue Date |
|----------------|------------------------|---------------|-------------------|
| Lectrix, LLC | TOASTER/BREADBOX | D465690 | 11/19/02 |
| Lectrix, LLC | ELECTRIC SALAD SPINNER | 6343546 | 2/5/02 |
| Lectrix, LLC | PASTA MACHINE | 6523457 | 2/25/03 |
| Lectrix, LLC | HAND-HELD VACUUM | D456573 | 4/30/02 |
| Lectrix, LLC | CAN OPENER/ORGANIZER | 6374443 | 4/23/02 |

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS – PART II

| Grantor | Patent Name | Number | Issue Date |
|----------------|--------------------|---------------|-------------------|
| Salton, Inc. | CONTROL UNIT | D473,314 | 4/15/03 |
| | ROASTER (DESIGN) | D472,758 | 4/8/03 |
| Salton, Inc. | CLOCK | D475,301 | 6/3/02 |
| | CLOCK | D475,635 | 6/10/03 |

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

| Title | Application Number | Application Date |
|--|---------------------------|-------------------------|
| OPERATING SYSTEM UPGRADING | 09/478,922 | 1/6/00 |
| CLOCK | 29/165,454 | 8/9/02 |
| COMBINATION SLICER/TOASTER | 09/810,023 | 3/16/01 |
| RAINBOW PROJECTION LIGHT | 09/796,308 | 2/28/01 |
| COOKING SYSTEM FOR SENSING THE STATUS OF A FOOD ITEM | 10/044,619 | 1/10/02 |
| MASSAGE DEVICE IMPROVEMENTS | 60/261,700 | 1/12/01 |
| MASSAGE DEVICE | 09/586,307 | 6/2/00 |
| APPLIANCE FOR MAKING SWEETENED BEVERAGES | 60/326,946 | 10/4/01 |
| CONNECTOR | 29/153,460 | 1/8/02 |
| MICROCONTROLLER BASED MASSAGE SYSTEM | 09/242,007 | 5/28/99 |
| INTERACTIVE VOICE RECOGNITION DIGITAL CLOCK | 09/452,018 | 7/25/00 |
| MULTI-DOOR SINGLE CHAMBER OVEN APPARATUS | 10/219,855 | 8/15/02 |
| REMOTE PROGRAMMING OF RADIO PRESET STATIONS OVER A NETWORK | 10/001,260 | 11/1/01 |
| REMOTE UPDATING OF INTELLIGENT HOUSEHOLD APPLIANCES | 10/003,041 | 11/1/01 |
| INTELLIGENT COFFEEMAKER APPLIANCE | 10/001,261 | 11/1/01 |
| INTELLIGENT OVEN APPLIANCE | 10/003,734 | 11/1/01 |
| INTELLIGENT BREADMAKER APPLIANCE | 10/000,783 | 11/1/01 |
| INTELLIGENT MICROWAVE OVEN APPLIANCE | 10/000,784 | 11/1/01 |
| INTELLIGENT HOUSEHOLD NETWORKED APPLIANCES | 10/001,253 | 11/1/01 |
| APPLIANCE WITH TV AND INTERNET MODES OF OPERATION | 09/730,519 | 12/5/00 |
| MULTIMODE APPARATUS WITH COMMUNICATION AND CONTROL FEATURES | 09/534,223 | 3/24/00 |
| INTEGRATED UNITS WITH HOME SECURITY AND MONITORING CAPABILITIES | 09/116,825 | 7/16/98 |
| INTEGRATED UNITS WITH DIAGNOSTIC CAPABILITIES | 09/116,785 | 7/16/98 |
| WATERPROOF KEYBOARD | 29/132,593 | 11/10/00 |
| INTEGRATED STORAGE CONTAINER FOR AN ATTACHMENT TO A PERSONAL GROOMING TOOL | 10/068,325 | 2/6/02 |
| SURFACE PATTERN FOR A STORAGE CONTAINER | 29/155,267 | 2/6/02 |
| METHOD AND APPARATUS FOR IDENTIFYING AN ALARM CONDITION IN A COOKING APPARATUS | 10/213,874 | 8/6/02 |
| ROASTER | 60/347,531 | 1/11/02 |
| CLOCK WITH PRESSURE SENSITIVE SIGNAL SOURCE | 10/044,030 | 1/11/02 |

| Title | Application Number | Application Date |
|--|-------------------------------|-----------------------------|
| SURFACE PATTERN FOR A STORAGE CONTAINER | 29/155,266 | 2/6/02 |
| METHODS AND SYSTEMS FOR PROTECTING CIRCUIT | 10/126,262 | 4/19/02 |
| METHODS AND SYSTEMS FOR ALERTING A USER TO CLEAN APPLIANCE | 10/126,871 | 4/19/02 |
| METHODS AND SYSTEMS FOR QUICKLY HEATING ITEMS | 10/126,108 | 4/19/02 |
| APPARATUS FOR SHARPENING BLADES | 10/280,211 | 10/25/02 |
| PERSONAL CARE DEVICE SUPPORT | 10/218,923 | 8/14/02 |
| ADAPTER | 60/402,440 | 8/9/02 |
| MASSAGE DEVICE | 10/337,600 | 1/7/03 |
| SIGNAL DEVICE | 10/256,773 | 9/27/02 |
| APPARATUS FOR MAKING SWEETENED BEVERAGES | 10/264,808 | 10/4/02 |
| COMBINED TOASTER/BREADBOX | 10/099,527 | 3/15/02 |
| CAN OPENER/ORGANIZER WITH SPICE RACK AND CUTLERY SET FEATURES | 10/282,399 | 10/29/02 |
| TOASTER/BREADBOX | 29/171,193 | 11/18/02 |
| SIFTER ATTACHMENT FOR MIXER | 10/055,300 | 11/13/01 |
| MIXER/SIFTER | 09/836,635 | 4/17/01 |
| APPARATUS AND METHOD FOR A SMART KITCHEN APPLIANCE | 09/809,970 | 3/16/01 |
| INTEGRAL SINGLE USE COFFEE FILTER | 29/174,069 | 1/10/03 |
| SINGLE SERVE COFFEE MAKER | 29/174,066 | 1/10/03 |
| PASTA MACHINE | 10/358,349 | 2/5/03 |
| COMBINATION SLICER/TOASTER | 10/345,970 | 1/17/03 |
| TIMER | 10/417,044 | 4/16/03 |
| APPARATUS FOR MAKING BREWED COFFEE | 60/468,115 | 5/2/03 |
| INTELLIGENT MICROWAVE OVEN APPLIANCE | 10/429,051 | 5/2/03 |

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

| Grantor | Mark | Registration Number | Registration Date |
|------------------|-------------------------|----------------------------|--------------------------|
| Salton, Inc. | BABY GEORGE | 2641085 | 10/22/02 |
| Salton, Inc. | BIG DIPPER | 2286260 | 10/12/99 |
| Salton, Inc. | BREADMAN | 1815338 | 1/4/94 |
| Salton, Inc. | CHOP...MIX...DIP | 2296624 | 11/30/99 |
| Salton, Inc. | CURL MATES | 2286162 | 10/12/99 |
| Salton, Inc. | GEORGE FOREMAN | 2638382 | 10/22/02 |
| Salton, Inc. | GEORGE FOREMAN | 2656646 | 12/3/02 |
| Salton, Inc. | GREAT EGGS | 2361065 | 6/27/00 |
| Salton, Inc. | INSTANT STEAM | 2341664 | 4/11/00 |
| Salton, Inc. | JUICELADY | 2033023 | 1/21/97 |
| Salton, Inc. | JUICEMAN | 1452938 | 8/18/87 |
| Salton, Inc. | JUICEMAN | 1767700 | 4/27/93 |
| Salton, Inc. | JUICEMAN JR. | 1790133 | 8/31/93 |
| Salton, Inc. | LA SALSA | 2476045 | 8/7/01 |
| Salton, Inc. | LIL DIPPER | 2282039 | 9/28/99 |
| Salton, Inc. | LIVING COLOR | 2289296 | 10/26/99 |
| Salton, Inc. | NUTRITIONIST | 2635560 | 10/15/02 |
| Salton, Inc. | SANTA FE RICE | 2414359 | 12/19/00 |
| Salton, Inc. | TEX MEX | 2644691 | 10/29/02 |
| Salton, Inc. | WONDER PEELER | 2298565 | 12/7/99 |
| Salton, Inc. | WRAP MASTER | 2274888 | 8/31/99 |
| Toastmaster Inc. | BAGEL PERFECT | 2095872 | 9/9/97 |
| Salton, Inc. | BLOCK (AND DESIGN) | 752528 | 7/9/63 |
| Salton, Inc. | BLOCK (AND DESIGN) | 752522 | 7/9/63 |
| Toastmaster Inc. | BREAD BOX | 1839930 | 6/14/94 |
| Toastmaster Inc. | BREADMAKER'S HEARTH | 2207624 | 12/1/98 |
| Toastmaster Inc. | CHOPSTER | 1808348 | 11/30/93 |
| Toastmaster Inc. | COOL STEEL | 1698347 | 6/30/92 |
| Toastmaster Inc. | COOL STEEL (AND DESIGN) | 1743011 | 12/29/92 |
| Toastmaster Inc. | CORNER BAKERY | 2206121 | 11/24/98 |
| Salton, Inc. | DREAM MACHINE | 2148129 | 3/31/98 |
| Toastmaster Inc. | ESKIMO | 214404 | 6/22/26 |
| Toastmaster Inc. | ESKIMO (STYLIZED) | 233519 | 10/4/27 |
| Toastmaster Inc. | GRILLER'S CHOICE | 2409582 | 11/28/00 |
| Toastmaster Inc. | HANDI-PAN | 1139544 | 9/16/80 |
| N/A | HEATUBE (STYLIZED) | 635483 | 10/9/56 |
| Salton, Inc. | HOTRAY | 756336 | 9/10/63 |
| Salton, Inc. | HOTSPOT | 1230984 | 3/15/83 |
| Toastmaster Inc. | INGRAHAM | 2281671 | 9/28/99 |

| Grantor | Mark | Registration Number | Registration Date |
|---------------------------|--|----------------------------|--------------------------|
| Toastmaster Inc. | INGRAHAM SINCE 1831 (STYLIZED) | 1842876 | 7/5/94 |
| Salton, Inc. | INSTANT RECALL | 2428686 | 2/13/01 |
| Toastmaster Inc. | KITCHEN DIMENSIONS | 1319211 | 2/12/85 |
| Toastmaster Inc. | KITCHEN DIMENSIONS | 1423768 | 1/6/87 |
| Salton, Inc. | LEAN MEAN FAT REDUCING GRILLING MACHINE | 2281280 | 9/28/99 |
| Salton, Inc. | LEAN MEAN FAT REDUCING GRILLING MACHINE (AND DESIGN) | 2281289 | 9/28/99 |
| Toastmaster Inc. | MASTERMIND | 1210332 | 9/28/82 |
| Salton, Inc. | MAXIM EXPRESS | 1315614 | 1/22/85 |
| Salton, Inc. | SALTON | 1338910 | 6/4/85 |
| Salton, Inc. | SALTON | 1356510 | 8/27/85 |
| Salton, Inc. | SALTON | 2296229 | 11/30/99 |
| Salton, Inc. | SIMPLY BREAD | 2162352 | 6/2/98 |
| Toastmaster Inc. | SNACKSTER | 1658919 | 10/1/91 |
| Toastmaster Inc. | SOFT-TECH | 2175389 | 7/21/98 |
| Salton, Inc. | STIFFEL | 1078331 | 11/29/77 |
| Salton, Inc. | STIFFEL | 2707321 | 4/15/03 |
| Salton, Inc. | THREE FOR ALL | 1364358 | 10/8/85 |
| Toastmaster Inc. | TIMEMASTER | 1105990 | 11/14/78 |
| N/A | TOASTMASTER | 699340 | 6/14/60 |
| Toastmaster Inc. | TOASTMASTER | 889665 | 4/21/70 |
| Toastmaster Inc. | TOASTMASTER (AND DESIGN) (OLD) | 359929 | 9/6/38 |
| Toastmaster Inc. | TOASTMASTER (AND DESIGN) (OLD) | 714252 | 4/18/61 |
| Toastmaster Inc. | TOASTMASTER HEATLOG (AND DESIGN) | 1292094 | 8/28/84 |
| Toastmaster Inc. | TRIPLE LOOP DESIGN | 973277 | 11/20/73 |
| Sonex International Corp. | ULTRASONEX | 1943560 | 12/26/95 |
| Salton, Inc. | VITAMIN BAR | 1778831 | 6/29/93 |
| Toastmaster Inc. | WAFFLE EXPRESS | 2119677 | 12/9/97 |
| Salton, Inc. | WESTCLOX | 859671 | 11/5/68 |
| Salton, Inc. | WESTCLOX | 108232 | 1/18/16 |
| Salton, Inc. | WET TUNES | 1321969 | 2/26/85 |

U.S. TRADEMARK APPLICATIONS

| Grantor | Mark | Serial Number | Application Date |
|----------------|----------------|----------------------|-------------------------|
| Salton, Inc. | BIG GEORGE | 76/079164 | N/A |
| Salton, Inc. | GEORGE FOREMAN | 76/079163 | N/A |

| Grantor | Mark | Serial Number | Application Date |
|---------------------------|---|----------------------|-------------------------|
| Salton, Inc. | GEORGE FOREMAN LEAN MEAN CONTACT ROASTING MACHINE | 76/353220 | 12/26/01 |
| N/A | GEORGE JR. | 76/091202 | N/A |
| Salton, Inc. | GO GEORGE GO | 76/353218 | 12/26/01 |
| Salton, Inc. | SPA THERAPY | 76/404637 | 5/8/02 |
| Sonex International Corp. | ULTRASONEX (AND DESIGN) | Unfiled | N/A |