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Form PTO-1595
(Rev. 10/02)

RECO

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

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

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

1. Name of conveying party(ies):

WKI Holding Company, Inc.

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Supplement

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

Execution Date: 04/29/2004

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) SEE ATTACHED

B. Patent No.(s) SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: PENELOPE JA. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE. 920

City: WASHINGTON State: DC Zip: 20005

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41).....\$ 440.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

RANDI S. ARONOW

Name of Person Signing

Signature

April 29, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 1

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

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

6701/294, B. Brantley

05/03/2004 6TON11 00000013 10388413

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440.00 DP

PATENT
REEL: 015265 FRAME: 0759

<u>Title</u>	<u>Filing Date</u>	<u>Application Serial #</u>	<u>Owner</u>
Pivotal Guard Cover for Hand-Held Kitchen Peeler	1/8/03	10/388413	WKI Holding Company, Inc.
Cooking Vessel & Lid (New Revere Cookware Design)	1/9/03	60/438,835	WKI Holding Company, Inc.
Baking Vessel w/Indicia (Baking Pan)	1/9/03	60/438,836	WKI Holding Company, Inc.
Rotating Article Dispenser (Paper Towel Disp)	1/10/03	10/340,116	WKI Holding Company, Inc.
Rack with Pivoting Finger	1/10/03	10/340120	WKI Holding Company, Inc.
Dual Sharpener	1/10/03	29/174,101	WKI Holding Company, Inc.
Dual Sharpener (fixed) - D	1/10/03	29/174,102	WKI Holding Company, Inc.
Measuring Cup with Reversed Indicia	2/26/03	10/375,863	WKI Holding Company, Inc.
Molded Prod w/Rigid Core Elasto Outer Element	3/19/03	10/391,951	WKI Holding Company, Inc.
Tongs' Heads	4/21/03	29/180187	WKI Holding Company, Inc.
Cookware Handle (Revere Cookware)	5/6/03	29/181,189	WKI Holding Company, Inc.

PATENT SECURITY AGREEMENT, dated as of April 29, 2004, among WKI Holding Company Inc. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, as Administrative Agent and Collateral Agent (in such capacity, the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of January 31, 2003 (the "Credit Agreement"), among the Borrower, the Administrative Agent and the Lenders party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.01(a) and (b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(b) all goodwill associated with or symbolized by the Patents;

(c) all assets, rights and interests that uniquely reflect or embody the Patents;

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any Patent now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Patent now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(e) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.


SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[[2377384]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


WKI HOLDING COMPANY, INC.,

by


Name: RAYMOND J. KULLA
Title: VICE PRESIDENT

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by


Name: RAYMOND J. KULLA
Title: VICE PRESIDENT
OR MANAGER

JPMORGAN CHASE BANK, as
Administrative Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WKI HOLDING COMPANY, INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as
Administrative Agent,

by

Name:
Title:


JONATHAN KATZ
VICE PRESIDENT

[2377384]]

Schedule I

<u>Subsidiary Parties</u>
World Kitchen, Inc.
WKI Latin America Holding, LLC
World Kitchen (GHC), LLC
EKCO Group, LLC
EKCO Housewares, Inc.
EKCO Manufacturing of Ohio, Inc.

[[2377384]]

<u>Title</u>	<u>Filing Date</u>	<u>Application Serial #</u>	<u>Owner</u>
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Dual Sharpener	1/10/03	29/174,101	WKI Holding Company, Inc.
Dual Sharpener (fixed) - D	1/10/03	29/174,102	WKI Holding Company, Inc.
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Molded Prod w/Rigid Core Elasto Outer Element	3/19/03	10/391,951	WKI Holding Company, Inc.
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