

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
The Holmes Group, Inc.	05/18/2005

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	10818914
Application Number:	10846290
Application Number:	29168287
Application Number:	10951571
Application Number:	10858223
Application Number:	10928865
Application Number:	29205339
Application Number:	29205340
Application Number:	29213717
Application Number:	29213718
Application Number:	10878246
Application Number:	60583053
Application Number:	29209790
Application Number:	60600044

PATENT

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REEL: 016114 FRAME: 0428

CH \$840.00 10818914

Application Number:	60616588
Application Number:	60606167
Application Number:	10965705
Application Number:	60624569
Application Number:	60628016
Application Number:	60668515
Application Number:	11091047

# CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
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Address Line 2: 717 N. Harwood St. Suite 3400  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 6  
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EXECUTION COPY

PATENT SECURITY AGREEMENT dated as of May 18, 2005, among THE HOLMES GROUP, INC., a Massachusetts corporation (the "**Borrower**") and GENERAL ELECTRIC CAPITAL CORPORATION ("**GECC**"), as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2004 (the "**Existing First Lien Credit Agreement**"), among the Borrower, the lenders from time to time party thereto, GECC, as Administrative Agent and Collateral Agent, and Credit Suisse (formerly known as Credit Suisse First Boston) ("**CS**"), as Syndication Agent, (b) the Amended and Restated First Lien Credit Agreement dated as of May 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**First Lien Credit Agreement**"), among the Borrower, the lenders from time to time party thereto, GECC, as Administrative Agent and Collateral Agent, and CS, as Syndication Agent, (c) the First Lien Guarantee and Collateral Agreement dated as of May 6, 2004 (the "**Existing First Lien Collateral Agreement**"), among the Borrower, the subsidiaries of the Borrower party thereto and GECC, as Collateral Agent, and (d) the Amended and Restated First Lien Guarantee and Collateral Agreement dated as of May 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**First Lien Collateral Agreement**"), among the Borrower, the subsidiaries of the Borrower party thereto and GECC, as Collateral Agent.

The Lenders and the Issuing Banks have extended and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Existing First Lien Credit Agreement and the First Lien Credit Agreement. The effectiveness of the First Lien Credit Agreement is conditioned upon, among other things, the execution and delivery of this Agreement.

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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment in full of the Obligations, the Borrower, pursuant to the First Lien Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted 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 the Borrower or in which the Borrower 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 I (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.

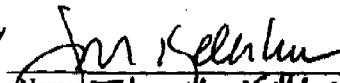
SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The security interests granted to the Collateral Agent herein are granted as a supplement to, and not a replacement of, any security interests previously granted to the Collateral Agent in respect of the Obligations, whether pursuant to the Existing First Lien Collateral Agreement, the First Lien Collateral Agreement or any other patent security agreement relating thereto, and any security interests previously granted in favor of the Collateral Agent for the benefit of the Secured Parties are in all respects continuing and in full force and effect, as more fully set forth in the First Lien Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

[Remainder of page intentionally left blank]

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

THE HOLMES GROUP, INC.,

by

  
Name: John H. Kellner  
Title: Treasurer and CFO

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

[[2506319]]

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

THE HOLMES GROUP, INC.,

by

\_\_\_\_\_  
Name:

Title:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent,

by

*(Signature)*  
Name: *Wendray Broadbent Jr.*  
Title: *Daily Assistant Secretary*

[2506319]

# SCHEDULE OF U.S. PATENT APPLICATIONS

As of May 18, 2005

APPLICATION NO.	FILING DATE	TITLE	OWNER
10/444,300	5/23/03	Electronic Control Circuit	HG
10/361,158	2/7/03	Cooking Apparatus with Electronic Recipe Display	HG
10/625,278	7/23/03	Modular Appliance System	HG
10/295,101	11/15/02	Decorative Lamp with Illuminated Color Changeable Column	HG
10/449,918	5/29/03	Apparatus for Dispensing Volatile Materials into the Environment	HG
29/182,774 *	5/29/03	Aroma Dispensing Device	HG
10/768,578	1/30/04	Method and Apparatus for Producing Frozen Desserts	HG
09/940,845	8/28/01	Programmable Slow-Cooker Accessory	HG
10/731,048	12/8/03	Multi-Directional Tower Fan	HG
29/049,017	11/1/95	Ashtray	H
29/197,215	1/9/04	Slow Cooker and Stand	HG
29/197,100	1/9/04	Dutch Oven and Stand	HG
+ 10/818,914	4/6/04	Deep Fryer	HG
10/116,981	4/5/02	Vacuum Sealed Containers	HG
+ 10/846,290	5/14/04	Vacuum Sealed Containers	HG
10/371,610	2/21/03	Appliance for Vacuum Sealing Food Containers	HG
10/675,284	9/30/03	Appliance for Vacuum Sealing Food Containers	HG
PCT/US03/31506	10/3/03	Appliance for Vacuum Sealing Food Containers	HG
29/168,287(# added)	5/3/04	Golf Club Lamp	HG
10/755,201	1/9/04	Humidifier	HG
29/193,703	11/12/03	Humidifier	HG
+ 10/951,571	9/28/04	Electronic Control Circuit	HG

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>	<u>OWNER</u>
+ 10/858,223	6/1/04	Control Circuit for Kitchen Appliances	HG
+ 10/928,865	8/27/04	Slow Cooker and Stand	HG
+ 29/205,339	5/12/04	Ceramic Insert for Slow Cooker	HG
+ 29/205,340	5/13/04	Embossed Slow Cooker	HG
+ 29/213,717	9/22/04	Slow Cooker	HG
+ 29/213,718	9/22/04	Cooking Vessel for a Slow Cooker	HG
+ 10/878,246	6/28/04	Baseboard/Upright Heater Assembly	HG
+ 60/583,053	6/25/04	Convertible Toaster	HG
+ 29/209,790	7/21/04	Robot Lamp	HG
+ 60/600,044	8/9/04	Assembly for Holding and Illuminating Objects	HG
+ 60/616,588	10/6/04	BB100 Slow Cooker	HG
+ 60/606,167	8/31/04	Handle for Electric Cooking Appliance	HG
+ 10/965,705	10/14/04	Appliance for Vacuum Sealing Food Containers	HG
+ 60/624,569	11/3/04	Coffee Maker Having Brewing Chamber Adapted to Receive Coffee Pods or Loose Coffee	HG
+ 60/628,016	11/15/04	Ice Cream Maker Including Nestable Canister Assembly	HG
+ 60/668,515	4/5/05	Hand Held Vacuum Unit	HG
+ 11/091,047	3/28/05	Programmable Slow-Cooker Appliance	HG

**KEY:**

\* = Partial interest

+= Added since last schedule dated as of May 3, 2004

H = Homes Products

HG = The Holmes Group