

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: 11

Property Type	Number
Patent Number:	6799680
Patent Number:	6812437
Patent Number:	6821010
Patent Number:	6832543
Patent Number:	D500847
Patent Number:	D501247
Patent Number:	6740855
Patent Number:	6866695
Patent Number:	6872921
Patent Number:	D503584
Patent Number:	D504171

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500035010

REEL: 016116 FRAME: 0025

CH \$440.00 6799680

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NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 11

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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.

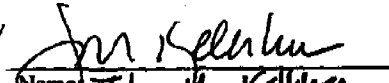
SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The security interests granted to the Collateral 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.

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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:

[[2508319]]

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

Woodruff Broadbent Jr.
Name:

Title: *Daily Accounting Secretary*

[250619]

**SCHEDULE OF U.S. PATENTS
(Revised)**

As of May 18, 2005

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Humidifier with Wick Change Indicator	6,237,899	H
Front Panel for a Window Fan Housing	D424,684	H
Heater Housing	D420,437	H
Floor Lamp	D399,334	H
Tower Type Portable Radiant Heater	5,761,377	H
Evaporative Humidifier	5,529,726	H
Evaporative Humidifier	5,688,446	H
Evaporative Humidifier Having Wick Filter with Color Change Indicator	5,800,741	H
Humidifier with Top-Fill Tank	5,792,390	H
Light Sensitive Dimmer Switch Circuit	5,789,869	H
Light Sensitive Dimmer Switch Circuit	6,114,813	H
Dispensing Closure for Liquids	5,706,985	H
Quick Release Tilt Adjustment Mechanism	5,613,833	H
Omnidirectional Space Heater Having Adjustable, Arcuate Baffles	5,655,055	H
Window Fan	5,660,605	H
Oscillating Window Fan	5,658,130	H
Easy-Assembly Dual-Pole Floor Lamp	5,800,054	H
Window Fan	D388,163	H
Combined Air Cleaner and Humidifier	D372,078	H
Housing for a Hand Held Fan	D394,500	H
Floor Lamp	D388,221 Reissued D399,334	H
Lamp with Safety Features	5,863,111	H
Lamp with Safety Features	6,039,462	H
Lamp with Safety Features	5,902,037	H
Air Cleaner	D401,318	H
Portable Electric Fan	D354,127	H
Table Lamp	D354,582	H
Foldable Portable Baseboard Heater	D341,651	H
Heater Fan	D353,660	H
Combined Fan Base and Fan Cage Unit	D336,512	H
Electric Fan	D337,819	H
Ultrasonic Humidifier	D306,063	H

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Electric Fan	D309,944	H
Electric Fan	D306,903	H
Combined Window and Floor Fan	D307,320	H
Ceramic Heater	D354,343	H
Humidifier	D358,874	H
Combined Air Purifier and Ionizer	D344,791	H
Housing for an Electric Heater	D349,761	H
Electric Fan	D295,070	H
Combination Window and Floor Fan	4,838,151	H
Window Fan	5,190,496	H
Desk Lamp with Magnifier Lens	D348,742	H
Combined Desk Lamp and Lift Off Tray	D351,919	H
Lamp Shade	D346,875	H
Heater Fan	D361,832	H
Humidifier	D358,461	H
Table Lamp	D354,370	H
Vaporizer	D355,961	H
Base for an Electric Fan	D335,923	H
Electric Fan	D294,968	H
Tilttable and Adjustably Oscillatable Portable Electric Heater/Fan	4,703,152	H
Ultrasonic Humidifier	4,921,639	H
Wall Mounted Plug-In Electric Space Heater with Mounting Clip for Preventing Accidental Unplugging	5,239,610	H
Window Fan	5,334,091	H
Window Fan	5,425,671	H
Tilttable Fan Assembly	5,431,544	H
Tilttable Oscillating Fan Assembly	5,435,696	H
Air Heater with Angled PTC Heaters Producing Diverging Heated Airflow	5,513,296	H
Air Heater with Angled PTC Heaters Producing Diverging Heated Airflow	RE 37642 E	H
Air Purifier and Method of Manufacture	5,997,674	H
Dual Power Rated Electric Heater	6,233,397	H
Smokeless Ashtray	6,116,246	H
Smokeless Ashtray	D415,853	H
Humidifier Including a Water Filtration Device	6,053,482	H
Odor/Air Purifier Mountable Under a Kitchen Cabinet	6,214,074	H
Air Purifier	D422,690	H

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Clamp for Attaching Articles to a Pole	D415,017	H
Air Filter Housing	D403,417	H
Lamp with Shutoff Safety Features	6,217,195 B1	H
Lamp with Translucent Baffles	D402,773	H
Parabolic Heater	D385,022	H
Heater, Humidifier or Fan including a Circuit for Controlling the Output Thereof	6,204,623	H
Humidifier with Wick Change Indicator	6,237,899 B1	H
Heater	D420,113	H
Window Fan	D420,121	H
Fan Housing	D429,327	H
Fan Housing	D415,271	H
Heater Housing	D420,437	H
Heater Housing	D420,731	H
Fan Grill	D420,442	H
Humidifier	D425,975	H
Humidifier	D421,109	H
FAN HOUSING	D422,353	H
Front Portion of a Fan Housing	D425,193	H
Lamp with Safety Features	6,217,199 B1	H
Dual-Positionable Oscillating Fan	6,244,823	H
Fan Housing	D423,663	H
Fan Housing	D421,494	H
Fan Housing	D423,663	H
Front Panel for a Window Fan Housing	D425,194	H
Window Fan Housing	D430,661	H
Housing for Electric Heater	D420,112	H
Housing for Electric Heater	D421,646	H
Heater Housing	D428,645	H
Heater Housing	D430,278	H
Heater Housing	D426,876	H
Heater Housing	D429,804	H
Heater Housing	D429,323	H
Humidifier	D431,643	H
Humidifier	D431,642	H
Humidifier	D431,861	H
Battery Pack for Portable Electronic Devices	D360,397	P
Can Opener Appliance Having a Side-Cutting Mechanism	6,189,221	R
Portable Electric Fan	D329,284	R

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Bipolar Immersion Detection Circuit Interrupter	4,823,225	R
Non-Defeatable Safety Mechanical Actuators for Appliances	4,851,951	R
Combined Refrigerator Jug and Water Filter	D319,864	R
Electric Radiator Heater	D354,557	R
Portable Electric Fan	D332,655	R
Heater Fan	D353,662	R
Electrical Heater	D313,069	R
Tilttable Heater	D340,765	R
Smokeless Ashtray	RE 36,106	R
Water Filter	4,504,389	R
Safety Control Plug for Appliances	D314,177	R
Funnel Filter for a Coffee Maker	D328,405	R
Combined Water Pitcher and Filter	D332,028	R
Ashtray	D345,437	R
Combined Air Cleaner and Ionizer	D343,677	R
Air Cleaner	D343,448	R
Air Filter for Attachment to Fan Grill	D359,800	R
Heater Fan	D353,661	R
Combined Heater and Fan	D341,878	R
Heater Fan	D337,635	R
Portable Electric Heater Fan	D325,251	R
Heater	D418,212	R
Cooker and Assembly Method	5,716,537	R
Toaster Having a Carriage-Lift Mechanism	6,250,212	R
Food-Heating Appliance and Method of Using Same	6,188,046	R
Food-Heating Appliance and Method of Using Same	6,259,068	R
Food-Heating Appliance and Method of Using Same	6,373,031 B2	R
Can Opener Appliance	D435,767	R
Ergonomic Can Opener	6,510,613	R
Food Steaming Device	4,509,412	R
Indoor Grill	5,176,067	R
Hand Mixer	D345,888	R
Cookie Maker	D341,987	R
Outdoor Smoker Grill	D341,988	R
Can Opener	D348,813	R
Can Opener	D366,404	R
Steam Oven	5,515,773	R

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Can Opener	D394,590	R
Hamburger Maker	D364,992	R
Broiling Grill	D340,163	R
Broiling Grill	D344,874	R
Combination Fryer and Roaster	D358,737	R
Combination Griddle and Roaster	D359,652	R
Skillet	D369,272	R
Waffle Baker	D367,994	R
Fryer/Cooker	D376,724	R
Slow Cooker	D429,596	R
Can Opener	D410,827	R
Can Opener	D411,789	R
Can Opener	D412,651	R
Kitchen Appliance with Pivotal Mounting	5,992,026	R
Air Cleaner	D433,493	R
Air Cleaner	D426,293	R
Air Cleaner	D430,928	R
Humidifier	D434,127	R
Ashtray	D437,084 S	R
Can Opener	5,313,708	R
Toaster	D444,341	R
Heater	D471,968	HG
Heater	D459,453	HG
Humidifier	D456,069	HG
Humidifier	D455,482	HG
Food Cooking Appliance	D455,040	HG
Humidifier	D454,189	HG
Housing for a Window Fan	D454,191	HG
Can Opener	D452,951	HG
Under Cabinet Can Opener	D452,803	HG
Food Cooking Appliance	D451,335	HG
Heater	D451,179	HG
Food Cooking Appliance	D450528	HG
Heater	D450,818	HG
Air Purifier	D446,577	HG
Lamp with Safety Shutoff Features	6,217,195	HG
Slow Cooker	D434,940	HG
Touch Control Fan and Method	5,663,633	HG
Modular Performance Indicator for a Humidifier	6,523,810	HG

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
AIR PURIFIER	6,425,932	HG
AIR PURIFIER	6,461,396	HG
Filter Assembly for Air Purifier	6,685,760	HG
Ceiling Fan with Light-Sensitive Circuit	6,201,351 B1	HG
Ceiling Fan with Light-Sensitive Circuit	6,294,874	HG
Heating Element for Humidifier	6,275,652	HG
Humidifier Having Induction Heating System	6,335,517	HG
Pivotable Heater	6,321,034	HG
Fan Housing	D433,497	HG
Fan Housing	D433,117	HG
Fan Housing	D429,808	HG
Fan Base	D429,809	HG
Warm Mist Humidifier Refinement	D438,294 S	HG
Humidifier	D438,295 S	HG
Multi-Purpose Cooking Apparatus	6,274,847	HG
Fan Grill	D429,328	HG
Clip-on Task Light	D438,318 S	HG
Desk Task Lamp	D437,952 S	HG
Combination Desk Organizer and Lamp	D440,679 S	HG
Task Pole Lamp	D443,092 S	HG
Lamp Shade	D438,333 S	HG
Filter Monitoring System using a Thermistor	6,507,282	HG
Air Purifier	D431,074	HG
Air Purifier	D437,037	HG
Electronic Control Circuit	6,570,139	HG
Humidifier	D438,296 S	HG
Flat Panel Heater	6,480,672	HG
Heating Element For A Slow Cooker	6,498,323	HG
Fan Stand and Motor	D459,464 S	HG
Heater Housing	D453,557 S	HG
Heater Housing	D457,614	HG
Heater Housing	D471,969	HG
Heater Housing	D462,428 S	HG
Fan	D482,438S	HG
Fan Base	D459,463 S	HG
Fan Housing	D461,236 S	HG
Lamp	D482,155	HG
Programmable Slow-Cooker Appliance	6,573,483 B1	HG
Adjustable-Height Can Opening Appliance	6,351,889	HG

TITLE	REGISTRATION/ PATENT NO.	OWNER OF RECORD
Lamp	D450,877	HG
Programmable Slow-Cooker Accessory	6,730,889	HG
Heater	D450,817 S	HG
Heater	D454,944 S	HG
Heater	D460,816 S	HG
+ Vacuum Sealer Containers	6,799,680	HG
+ Electronic Control Circuit	6,812,437	HG
+ Decorative Lamp with Illuminated Color Changeable Column	6,821,010	IIG
+ Modular Appliance System (RAGE)	6,832,543	HG
+ Humidifier	D500,847	HG
+ Humidifier	D501,247	HG
+ Programmable Slow-Cooker Appliance	6,740,855 B1	HG
+ Filter assembly for air purifier	6,866,695	HG
+ Programmable slow-cooker appliance	6,872,921	HG
+ Slow cooker and stand	D503,584	HG
+ Aroma dispensing device	D504,171	HG

KEY:

+ = Added since last schedule dated as of May 6, 2004

P = Pollenex

R = Rival

H = Homes Products

HG = The Holmes Group