

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement (ABL)
CONVEYING PARTY DATA	
Name	Execution Date
THC Systems, Inc.	09/15/2006
RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D380649
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038263-0050 (ABL-THC)
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 9	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 15, 2006, is entered into by **Oneida Ltd.**, a Delaware corporation ("Oneida"), and each subsidiary of Oneida party to the Credit Agreement (the "Borrowers" and together with Oneida, the "Grantors") in favor of **Wachovia Bank, National Association**, as collateral agent for the benefit of the Secured Parties (in its capacity as collateral agent, the "Collateral Agent") (as amended, supplemented or otherwise modified from time to time, the "Agreement").

WHEREAS, the Grantors have entered into that certain Loan and Security Agreement, dated as of the date hereof, among the financial institutions listed on the signature pages thereof (such financial institutions, together with their respective successors and assigns, are referred to hereinafter as the "Lenders"), the Grantors, Credit Suisse, as administrative agent for the Lenders, Wachovia Bank, National Association, as Collateral Agent and syndication agent for the Lenders and CIT Group / Commercial Services and Wells Fargo Foothill, LLC, as co-documentation agents (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in and continuing first lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all patents, patent rights, and patent applications, including, without limitation, each issued patent and patent application identified in Schedule A,

(b) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing,

(c) all licenses of any of the foregoing,

(d) all rights to sue for past, present, and future infringement of any of the foregoing, and

(e) all other rights related to any of the foregoing.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Credit Agreement. The

rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Collateral Agent shall execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

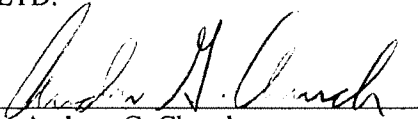
(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Each Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ONEIDA LTD.

By: 

Name: Andrew G. Church

Title: Senior Vice President and Chief Financial Officer

BUFFALO CHINA, INC.

DELCO INTERNATIONAL, LTD.

SAKURA, INC.

THC SYSTEMS, INC.

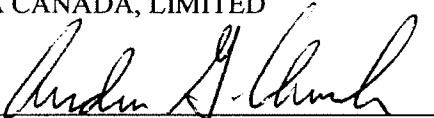
KENWOOD SILVER COMPANY, INC.

ONEIDA SILVERSMITHS INC.

ONEIDA INTERNATIONAL INC.

ONEIDA FOOD SERVICE, INC.

ONEIDA CANADA, LIMITED

By: 

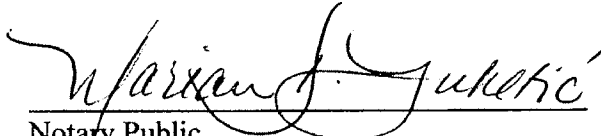
Name: Andrew G. Church

Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
)
) ss.
COUNTY OF NEW YORK)

On this 13th day of September, 2006 before me personally appeared Andrew G. Church, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

MARIAN D. LUKETIC
Notary Public, State of New York
No. 02LU5083644
Qualified in Nassau County
Commission Expires August 18, 2009

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name:

Robert H. Milhorat

Title:

Vice President

PATENT SECURITY AGREEMENT (ABL) – ONEIDA LTD.

PATENT
REEL: 018454 FRAME: 0624

Patents

F/W = Flatware
H/W = Holloware
D/W = Dinnerware
G/W = Glassware and/or crystal

Oneida Ltd.:

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
Alsace	F/W	10/10/00	431,757	Design
Aldwyck	F/W	Pending	29/261,487	Design
Amaryllis	F/W	9/26/95	362,596	Design
Aquarius	F/W	9/19/95	362,373	Design
Aria	F/W	3/26/02	D454,761S	Design
Arris	F/W	6/29/99	411,719	Design
Astragal	F/W	2/25/97	378,181	Design
Athena	D/W	4/4/95	356,926	Design
Athena	D/W	04/04/95	356,925	Design
Avondale	F/W	6/1/04	D490,662S	Design
Axis	F/W	3/26/02	D454,763S	Design
Barcelona	F/W	8/9/94	349,431	Design
Belle Rose	F/W	3/23/93	334,116	Design
Bridal F/W Package	Packaging	10/29/02	D464,878S	Design
Brilliance	F/W	5/25/04	D490,283S	Design
Brocade	F/W	05/11/04	D489580S	Design
Brunswick	F/W	05/25/04	D490,282S	Design
Cadence	F/W	05/11/04	D489,581S	Design
Calalily	F/W	2/2/93	332,898	Design
Camden	F/W	1/27/04	D485,734S	Design
Camille	F/W	11/15/05	D511,441	Design
Capello	FW	11/4/97	385,753	Design
Caprice	F/W	12/26/00	435,401	Design
Celeste	G/W	11/2/99	415,931	Design
Centigrade	F/W	9/18/01	D447,919S	Design
Cento	F/W	Pending	29/261,467	Design
Chadwick	F/W	7/19/04	29/209,629	Design
Chalcis	F/W	10/8/02	D463,956S	Design
Checkers	F/W	Pending	29/187379	Design
Cityscape	F/W	11/2/93	340,842	Design
Colonnade Frost	F/W	Pending	29/262,842	Design
Corelli	F/W	05/18/04	D489,943S	Design
Coronet	F/W	9/25/01	D448,255S	Design
Couplet	F/W	10/11/05	D510,504	Design
Cozumel	F/W	5/18/04	489,945	Design
Cygnnet	F/W	9/24/02	D463,222S	Design
Daisy Frost	F/W	05/18/04	D489,947S	Design

SCHEDULE A

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
Danforth	F/W	Pending	29/262,843	Design
Dickinson	F/W	06/08/04	D491,027S	Design
Display Rack	Fixture	9/10/96	5,553,724	Utility
Display Rack	Fixture	5/16/95	358,281	Design
Display Rack	Fixture	11/20/01	D450,483S	Design
Display Rack	Fixture	12/11/01	D451,707S	Design
Display Rack	Fixture	04/16/02	D455,578S	Design
Display Rack	Fixture	12/4/01	D451,305S	Design
Display Rack	Fixture	10/22/02	6,467,856 B1	Utility
Display Rack	Fixture	06/25/02	6,409,027 B1	Utility
Dorchester	F/W	6/15/04	D491,421S	Design
Dublin	F/W	Pending	29/261,465	Design
Echo	F/W	12/06/05	D512,280	Design
Eclipse	D/W	04/18/99	422,845	Design
Eden	F/W	9/19/95	362,372	Design
Edisto	F/W	Pending	29/261,840	Design
El Dorado	F/W	07/20/93	337,488	Design
Emery	F/W	3/26/02	D454,762S	Design
Emma	F/W	Pending	29/261,464	Design
Equator	F/W	06/22/99	411,417	Design
Era	F/W	03/23/93	334,117	Design
Fascia	F/W	06/22/99	411,418	Design
First Light	F/W	04/27/93	335,068	Design
Flirtation	F/W	9/22/99	685,541	Design
Floral Queen	F/W	03/23/93	334,115	Design
Flamenco Chafer	Foodwarmer	07/07/98	5,775,535	Utility
Forte	F/W	10/27/98	400,060	Design
Frost	F/W	10/10/00	431,758	Design
Gala	F/W	01/12/93	332,375	Design
Hallendale	F/W	5/25/04	D490,280S	Design
Helix	F/W	3/12/02	D454,285S	Design
Humpty Dumpty	F/W	10/03/95	362,792	Design
Hyannis	F/W	7/27/04	493,336	Design
Interlude	F/W	5/18/04	D489,944S	Design
Intrique	F/W	5/18/04	D489,942S	Design
Isabelle	G/W	10/05/99	414,656	Design
Jazz	Coffee Pot	12/11/01	D451,750S	Design
Kensington	F/W	05/16/00	424,888	Design
Kimbra	F/W	11/23/99	416,766	Design
Leander	F/W	08/09/94	349,430	Design
Loreli	F/W	10/10/95	363,005	Design
Manderly	F/W	Pending	29/261,468	Design
Marion	F/W	06/01/04	D490,661S	Design
Marriott Service Tray	Tray	4/8/03	D472,767S	Design
Martele	F/W	10/27/98	400,063	Design

SCHEDULE A

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
Mercer	F/W	Pending	29/262,841	Design
Midnight	F/W	03/16/93	333,946	Design
Mod	F/W	06/27/00	427,023	Design
Moraine	F/W	11/16/99	416,451	Design
Neon	F/W	10/03/00	431,424	Design
Nexus	F/W	9/25/01	D448,254S	Design
Obelus	F/W	02/03/98	390,067	Design
Olympia	F/W	9/11/01	D447,671S	Design
Othenia	F/W	12/19/00	435,200	Design
Pacific Tide	F/W	04/06/93	334,511	Design
Paradise	F/W	6/1/04	D490,664S	Design
Paradox	F/W	04/06/99	407,611	Design
Paramount	F/W	3/12/02	D454,284S	Design
Pennington	F/W	6/22/04	D491,770S	Design
Piloti	F/W	11/04/97	385,755	Design
Profile	Knife Holder	07/16/96	371,727	Design
Profile	Cutlery	09/03/96	373,289	Design
Profile	Cutlery	08/13/96	372,635	Design
Raffia	F/W	11/04/97	385,754	Design
Rattan	F/W	10/27/98	400,061	Design
Red Lobster	D/W	06/27/00	427,017	Design
Red Lobster	D/W	04/18/00	422,844	Design
Red Lobster	D/W	04/25/00	423,291	Design
Rendition	F/W	10/27/98	400,062	Design
Royal Manor	F/W	7/1/04	29/208,654	Design
Sanctuary	F/W	06/06/06	29/261,028	Design
Saxon	F/W	09/26/00	431,163	Design
Scoop	F/W	10/10/00	431,759	Design
Serengeti	F/W	06/21/06	29/261,839	Design
Skyline	F/W	03/23/93	334,118	Design
Sonnet	F/W	11/22/05	D511,656	Design
Sparta	F/W	10/11/02	D463,718S	Design
Spinelle	F/W	10/8/02	D463,957S	Design
Spiral	F/W	12/26/00	435,402	Design
Spiro	F/W	09/26/00	431,162	Design
Squeeze	F/W	11/16/99	416,450	Design
Stafford	F/W	11/22/05	D511,657	Design
Stiletto	F/W	9/11/01	D447,670S	Design
Tangent	F/W	Pending	29/261,842	Design
Taraza	F/W	12/30/03	D484,368S	Design
Telluride	F/W	5/25/04	D490,281S	Design
Tesoro	F/W	01/12/93	332,376	Design
Thor	F/W	04/18/00	422,852	Design
Tiramisu	F/W	12/30/03	D484,369S	Design
Torsade	F/W	02/10/98	390,424	Design

SCHEDULE A

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
Tribeca	F/W	12/23/97	387,955	Design
Trinity	F/W	Pending	29/261,463	Design
Tuscany	F/W	12/21/04	499,940	Design
Unity	F/W	01/02/96	365,731	Design
Vail	F/W	5/18/04	D489,946S	Design
Vineyard	F/W	6/15/04	D491,422S	Design
Vision	D/W	4/15/03	D473,105S	Design
Vision	D/W	1/6/04	D484,750S	Design
Vision	D/W	1/13/04	D485,128S	Design
Whitney	F/W	6/1/04	D490,663S	Design
Food warmer	D/W	11/6/01	D6,311,866	Design
Service Tray	D/W	1/7/03	D6,502,733	Design

Buffalo China, Inc.: None

Delco International, Ltd.: None

Kenwood Silver Company, Inc.: None

Oneida Food Service, Inc.: None

Oneida International Inc.: None

Oneida Silversmiths Inc.: None

Sakura, Inc.: None

THC Systems, Inc.:

<u>Pattern Name</u>	<u>Product</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Patent Type</u>
n/a	Dinnerware	07/08/97	D380,649	Design

Oneida Canada, Limited: None