

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
FORTESSA, INC.	07/16/2007
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29259401
Application Number:	29259400
Application Number:	29259387
Application Number:	29259389
CORRESPONDENCE DATA	
Fax Number:	(215)864-9790
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.864.8222
Email:	steffen@ballardspahr.com
Correspondent Name:	Sally A. Steffen
Address Line 1:	Ballard Spahr Andrews & Ingersoll, LLP
Address Line 2:	1735 Market Street, 51st Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599
ATTORNEY DOCKET NUMBER:	075942
NAME OF SUBMITTER:	Sally A. Steffen

CH \$160.00 29259401

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 16th day of July, 2007 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor, GATCO OF VIRGINIA, INC., ESCHENBACH, USA, INC., STERLING HOUSEWARES LLC and FORTESSA INTELLECTUAL PROPERTY, LLC (together with Grantor, the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit and Security Agreement dated as of May 9, 2006 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

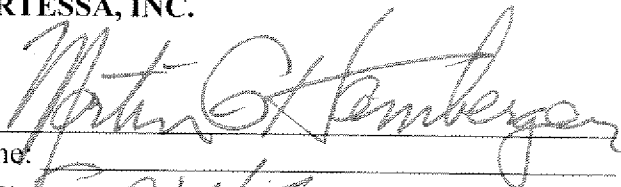
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: 
Name: _____
Title: CEO/Pres

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: James Sierakowski
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

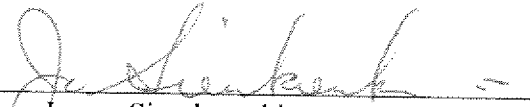
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: James Sierakowski
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
VITRALUXE	USA	3247130	05/29/07
ACCENTZ	USA	3217024	3/13/07
ACCENTZ	Virginia	7475	07/25/05
CERES	USA	77149199 (Serial No.)	04/05/07 (Filing Date)
FORTESSA	USA	3237498	05/01/07
ALESSANDRA	USA	2660461	12/10/02

PENDING TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE

DESIGN PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD
Boullion Cup	05/08/06	29/259,401			
Coffee Cup	05/08/06	29/259,400			
Plate	05/08/06	29/259,400			
Saucer	05/08/06	29/259,387			
Soup Bowl	05/08/06	29/259,389			

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :

STATE OF *Virginia* : SS

COUNTY OF *Loudoun* :

On this 30 of July, 2007, before me personally appeared *Martin G. Hambeger* ~~to me known and being~~ duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Karen R. St. Clair
Notary Public

My Commission Expires: *July 31, 2008*

(ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

DMEAST #9835223 v2

PATENT
REEL: 019685 FRAME: 0263

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Loudoun* :

On this 30 of July, 2007, before me personally appeared *Martin G. Hedges*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Karen R. St. Clair
Notary Public
My Commission Expires: *July 31, 2008*

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

DMEAST #9835223 v2