

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
STEEL CITY CAPITAL FUNDING, LLC	03/22/2011

RECEIVING PARTY DATA

Name:	FORTESSA, INC
Street Address:	22061 Davis Drive
City:	Sterling
State/Country:	VIRGINIA
Postal Code:	20164

Name:	ESCHENBACH, USA, INC.
Street Address:	22061 Davis Drive
City:	Sterling
State/Country:	VIRGINIA
Postal Code:	20164

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	D562638
Patent Number:	D556514
Patent Number:	D559626
Patent Number:	D560439
Patent Number:	D560438

CORRESPONDENCE DATA

Fax Number: (703)218-2160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7032182189
 Email: daniel.ingersoll@ofplaw.com

OP \$200.00 D562638

Correspondent Name: Daniel Ingersoll
Address Line 1: 9302 Lee Highway, Suite 1100
Address Line 4: Fairfax, VIRGINIA 22031

NAME OF SUBMITTER:

Daniel E. Ingersoll, Esquire, As Agent

Total Attachments: 5

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Release**”) dated as of March 22, 2011 (the “**Effective Date**”), by and between **STEEL CITY CAPITAL FUNDING, LLC** (the “**Lender**”), and **FORTESSA, INC.**, a Virginia corporation (“**FUSA**”), **FORTESSA INTELLECTUAL PROPERTY, LLC**, a Virginia limited liability company (“**FIP**”), **STERLING HOUSEWARES LLC**, a Virginia limited liability company (“**Sterling**”), and **ESCHENBACH, USA, INC.**, a Virginia corporation (“**EUSA**,” collectively with FUSA, FIP, and Sterling, the “**Borrowers**,” and, individually, each may be referred to as a “**Borrower**”).

BACKGROUND

WHEREAS, Lender and Borrowers were parties to that certain Term Loan and Security Agreement dated July 17, 2007 (the “**Loan Agreement**”), and that certain Intellectual Property Security Agreement dated July 17, 2007 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the Loan Agreement and the IP Security Agreement, the Borrowers granted to the Lender a security interest in and lien on, and collaterally assigned to the Lender all of its trademarks, trademark registrations, patents, copyrights, and associated goodwill, including, without limitation, those trademarks, patents, and copyrights identified on **Schedule 1** (the “**Named Intellectual Property**”); and

WHEREAS, the Lender previously agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Lender and the Borrowers agree as follows:

1. **Incorporation of Recitals.** This Release’s Recitals are incorporated into this Release and are deemed to be restated in their entirety in this **Section 1**.
2. **Release and Assignment.** The Lender terminates and releases its security interest in and lien on all of the Named Intellectual Property, and the Lender assigns and transfers to each respective Borrower, without recourse, all of the Lender’s right, title and interest in and to each of the Named Intellectual Property and the related trademark, patent, and copyright registrations and goodwill, effective as of the date set forth above.
3. **Acknowledgment and Acceptance.** The Borrowers acknowledge and accept the foregoing release and assignment by the Lender.
4. **Further Assurances.** The Lender will execute or cause to be delivered to the Borrowers such instruments and other documents, and will take such other actions, as the Borrowers may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Release.

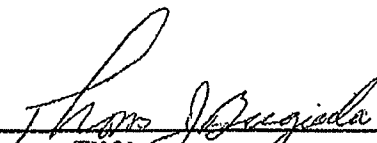
5. **Miscellaneous.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement. Any party may execute and deliver this Release by facsimile or electronic transmission (e.g., a PDF) and the evidence of a signature found on the facsimile or electronic transmission will be deemed to be an original signature.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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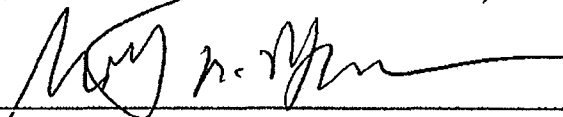
IN WITNESS WHEREOF, the Lender and Borrowers have caused this Release to be executed by their duly authorized persons as of the day and year first above written.

STEEL CITY CAPITAL FUNDING, LLC


By: 
Name: THOMAS J. BUGIEDA
Title: VICE PRESIDENT

("Lender")

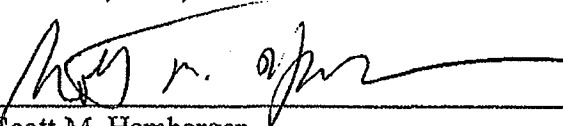
FORTESSA INTELLECTUAL PROPERTY, LLC

By: 
Name: Scott M. Hamberger
Title: Co-President and Chief Executive Officer

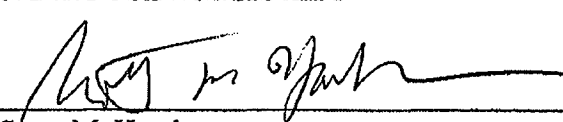
FORTESSA, INC.

By: 
Name: Scott M. Hamberger
Title: Co-President and Chief Executive Officer

ESCHENBACH, USA, INC

By: 
Name: Scott M. Hamberger
Title: Co-President

STERLING HOUSEWARES LLC

By: 
Name: Scott M. Hamberger
Title: Co-President and Chief Executive Officer

("Borrowers")

{Signature Page to Termination and Release Of
Intellectual Property Security Interest}

Schedule 1

Trademarks

Mark	Owner	Jurisdiction	Registration or Application Number
ACCENTZ	Fortessa, Inc.	Virginia	7475
ACCENTZ (Stylized)	Fortessa, Inc.	U.S. Federal	3,217,024
ALESSANDRA	Fortessa, Inc.	U.S. Federal	2,660,461
CERES	Fortessa, Inc.	U.S. Federal	77-149,199
CIRCLE LOGO [a.k.a. EVITA WHITE Design]	Eschenbach, USA, Inc.	European Community	3096856
D&V	Fortessa, Inc.	U.S. Federal	3,644,511
F and Design (Castle Logo)	Fortessa, Inc.	U.S. Federal	3613320
FORTESSA	Fortessa, Inc.	U.S. Federal	3,237,498
FORTESSA	Fortessa, Inc.	U.S. Federal	2,594,039
FORTESSA	Fortessa, Inc.	U.S. Federal	3,603,698
FORTESSA (Stylized)	Fortessa, Inc.	U.S. Federal	3,613,319
FORTESSA	Fortessa, Inc.	Canada	148441300
FORTALUXE	Fortessa, Inc.	U.S. Federal	2,672,923
LEADING THE WAY IN TABLEWARE	Fortessa, Inc.	U.S. Federal	3,719,818 77-342,733
MUG AT WORK (Stylized)	Eschenbach, USA, Inc.	U.S. Federal	2,214,009
MUG AT WORK	Eschenbach, USA, Inc.	U.S. Federal	2,172,882
OCEANA	Fortessa, Inc.	U.S. Federal	3,090,308
SUPERWHITE	Fortessa, Inc.	U.S. Federal	3,603,699
TAKE IT	Eschenbach, USA, Inc.	U.S. Federal	2,174,902
TAKE IT (Stylized)	Eschenbach, USA, Inc.	U.S. Federal	2,172,881
TECHNOCERAM	Fortessa, Inc.	U.S. Federal	3,693,262 77-325039
VITRALUXE	Fortessa, Inc.	U.S. Federal	3,247,130

Copyrights

Title	Owner	Description	Jurisdiction	Registration Number
BRISTOL BLUE (pattern H5/6872)	Eschenbach USA, Inc.	Design on porcelain plate	U.S. Federal	VA 855 116
CHATEAU LOIRE GREEN	Eschenbach USA, Inc.	Design on porcelain plate	U.S. Federal	VA 855 118
EVITA	Eschenbach USA, Inc.		U.S. Federal	VA 985 828
MARRAKESH (service plate series 7621)	Eschenbach USA, Inc.	Designs on porcelain plates	U.S. Federal	VA 1 024 871
MUG AT WORK	Eschenbach USA, Inc.		U.S. Federal	VA 859 624
ST. REGIS	Eschenbach USA, Inc.	Design on porcelain plate	U.S. Federal	VA 855 117
TAKE IT	Eschenbach USA, Inc.		U.S. Federal	VA 857 041
TAKE IT	Eschenbach USA, Inc.	Product packaging	U.S. Federal	VA 859 631

Patents

Title of Invention	Owner	Jurisdiction	Patent Number	Issue Date / Expiration Date	Status
BOULLION CUP	Fortessa, Inc.	U.S. Federal	D562,638	02/26/2008 / 02/26/2022	Issued
COFFEE CUP	Fortessa, Inc.	U.S. Federal	D556,514	12/04/2007 / 12/04/2021	Issued
PLATE	Fortessa, Inc.	U.S. Federal	D559,626	01/15/2008 / 01/15/2022	Issued
SAUCER	Fortessa, Inc.	U.S. Federal	D560,439	01/29/2008 / 01/29/2022	Issued
SOUP BOWL	Fortessa, Inc.	U.S. Federal	D560,438	01/29/2008 / 01/29/2022	Issued