

05-06-2004

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/200)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102739185 ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SALTON, INC. *5-3-04*

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 5/9/03

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: Mail Code 8056

Street Address: 191 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30303

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_  
See attached schedule

B. Trademark Registration No.(s) \_\_\_\_\_  
See attached schedule

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E.  
Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: \_\_\_\_\_

**75**

7. Total fee (37 CFR 3.41).....\$ 1,890.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

MAY 3 11 09 AM '04  
CFR/FM/NOE

**DO NOT USE THIS SPACE**

9. Signature.

Donna J. Hunter

Name of Person Signing

*Donna J. Hunter*  
Signature

May 3, 2004

Date

**15**

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

05/05/2004 MGETACHE 00000006 2641085

01 FC:8521  
02 FC:8522

40.00 OP  
1850.00 OP

**TRADEMARK**  
**REEL: 002956 FRAME: 0042**

**Continuation of Item 1  
of  
TRADEMARK RECORDATION FORM COVER SHEET**

Additional Conveying Parties

Toastmaster, Inc., a Missouri corporation

Salton Toastmaster Logistics LLC, a Delaware limited liability company

Home Creations Direct, Ltd., a Delaware corporation

Sonex International Corporation, a Delaware corporation

Icebox, LLC, an Illinois limited liability company

Family Products Inc., a Delaware corporation

Salton Holdings, Inc., a Delaware corporation

SCHEDULE II  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT  
U.S. TRADEMARK REGISTRATIONS

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Salton, Inc.	BABY GEORGE	2641085	10/22/02
Salton, Inc.	BIG DIPPER	2286260	10/12/99
Salton, Inc.	BREADMAN	1815338	1/4/94
Salton, Inc.	CHOP...MIX...DIP	2296624	11/30/99
Salton, Inc.	CURL MATES	2286162	10/12/99
Salton, Inc.	GEORGE FOREMAN	2638382	10/22/02
Salton, Inc.	GEORGE FOREMAN	2656646	12/3/02
Salton, Inc.	GREAT EGGS	2361065	6/27/00
Salton, Inc.	INSTANT STEAM	2341664	4/11/00
Salton, Inc.	JUICELADY	2033023	1/21/97
Salton, Inc.	JUICEMAN	1452938	8/18/87
Salton, Inc.	JUICEMAN	1767700	4/27/93
Salton, Inc.	JUICEMAN JR.	1790133	8/31/93
Salton, Inc.	LA SALSA	2476045	8/7/01
Salton, Inc.	LIL DIPPER	2282039	9/28/99
Salton, Inc.	LIVING COLOR	2289296	10/26/99
Salton, Inc.	NUTRITIONIST	2635560	10/15/02
Salton, Inc.	SANTA FE RICE	2414359	12/19/00
Salton, Inc.	TEX MEX	2644691	10/29/02
Salton, Inc.	WONDER PEELER	2298565	12/7/99
Salton, Inc.	WRAP MASTER	2274888	8/31/99
Toastmaster Inc.	BAGEL PERFECT	2095872	9/9/97
Salton, Inc.	BLOCK (AND DESIGN)	752528	7/9/63
Salton, Inc.	BLOCK (AND DESIGN)	752522	7/9/63
Toastmaster Inc.	BREAD BOX	1839930	6/14/94
Toastmaster Inc.	BREADMAKER'S HEARTH	2207624	12/1/98
Toastmaster Inc.	CHOPSTER	1808348	11/30/93
Toastmaster Inc.	COOL STEEL	1698347	6/30/92
Toastmaster Inc.	COOL STEEL (AND DESIGN)	1743011	12/29/92
Toastmaster Inc.	CORNER BAKERY	2206121	11/24/98
Salton, Inc.	DREAM MACHINE	2148129	3/31/98
Toastmaster Inc.	ESKIMO	214404	6/22/26
Toastmaster Inc.	ESKIMO (STYLIZED)	233519	10/4/27
Toastmaster Inc.	GRILLER'S CHOICE	2409582	11/28/00
Toastmaster Inc.	HANDI-PAN	1139544	9/16/80
N/A	HEATUBE (STYLIZED)	635483	10/9/56
Salton, Inc.	HOTRAY	756336	9/10/63
Salton, Inc.	HOTSPOT	1230984	3/15/83
Toastmaster Inc.	INGRAHAM	2281671	9/28/99

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Toastmaster Inc.	INGRAHAM SINCE 1831 (STYLIZED)	1842876	7/5/94
Salton, Inc.	INSTANT RECALL	2428686	2/13/01
Toastmaster Inc.	KITCHEN DIMENSIONS	1319211	2/12/85
Toastmaster Inc.	KITCHEN DIMENSIONS	1423768	1/6/87
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE	2281280	9/28/99
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE (AND DESIGN)	2281289	9/28/99
Toastmaster Inc.	MASTERMIND	1210332	9/28/82
Salton, Inc.	MAXIM EXPRESS	1315614	1/22/85
Salton, Inc.	SALTON	1338910	6/4/85
Salton, Inc.	SALTON	1356510	8/27/85
Salton, Inc.	SALTON	2296229	11/30/99
Salton, Inc.	SIMPLY BREAD	2162352	6/2/98
Toastmaster Inc.	SNACKSTER	1658919	10/1/91
Toastmaster Inc.	SOFT-TECH	2175389	7/21/98
Salton, Inc.	STIFFEL	1078331	11/29/77
Salton, Inc.	STIFFEL	2707321	4/15/03
Salton, Inc.	THREE FOR ALL	1364358	10/8/85
Toastmaster Inc.	TIMEMASTER	1105990	11/14/78
N/A	TOASTMASTER	699340	6/14/60
Toastmaster Inc.	TOASTMASTER	889665	4/21/70
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	359929	9/6/38
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	714252	4/18/61
Toastmaster Inc.	TOASTMASTER HEATLOG (AND DESIGN)	1292094	8/28/84
Toastmaster Inc.	TRIPLE LOOP DESIGN	973277	11/20/73
Sonex International Corp.	ULTRASONEX	1943560	12/26/95
Salton, Inc.	VITAMIN BAR	1778831	6/29/93
Toastmaster Inc.	WAFFLE EXPRESS	2119677	12/9/97
Salton, Inc.	WESTCLOX	859671	11/5/68
Salton, Inc.	WESTCLOX	108232	1/18/16
Salton, Inc.	WET TUNES	1321969	2/26/85

### U.S. TRADEMARK APPLICATIONS

<b>Grantor</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>
Salton, Inc.	BIG GEORGE	76/079164	N/A
Salton, Inc.	GEORGE FOREMAN	76/079163	N/A

<b>Grantor</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>
Salton, Inc.	GEORGE FOREMAN LEAN MEAN CONTACT ROASTING MACHINE	76/353220	12/26/01
N/A	GEORGE JR.	76/091202	N/A
Salton, Inc.	GO GEORGE GO	76/353218	12/26/01
Salton, Inc.	SPA THERAPY	76/404637	5/8/02
Sonex International Corp.	ULTRASONEX (AND DESIGN)	Unfiled	N/A

## PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2003 (this "Patent and Trademark Security Agreement"), by each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing the form of Supplement attached hereto as Annex 1, as grantors (collectively, the "Grantors", and individually, each a "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Lenders (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the financial institutions from time to time parties thereto (such financial institutions, together with their respective successors and assigns, are referred to each individually as a "Lender" and collectively as the "Lenders"), Wachovia Bank, National Association, as administrative agent, collateral agent and co-agent, Bank of America, N.A., as syndication agent, documentation agent and co-agent, Banc of America Securities LLC, as co-arranger and co-book runner, Wachovia Securities, Inc., as co-arranger and co-book runner, Salton, Inc., a Delaware corporation (the "Parent"), each of the Parent's Subsidiaries identified on the signature pages thereof as borrowers (the Parent and such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") and each of the Parent's other Subsidiaries identified on the signature pages thereof as guarantors (including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make the Loans to the Borrowers and to issue Letters of Credit on behalf of the Borrowers and guaranteed by the Guarantors;

WHEREAS, each Grantor is a party to the Credit Agreement, as either a Borrower or as a Guarantor;

WHEREAS, the Agent and the Lenders are willing to make the Revolving Loans and to provide the other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that each of the Grantors shall have executed and delivered to the Agent, for itself and the ratable benefit of the Lenders, this Patent and Trademark Security Agreement;

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

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Patent" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all patents of the United States or any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory

thereof, or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Patent Licenses” means any and all rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademark” means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Trademark Licenses” means any and all rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent, Patent License, Trademark and Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (iii) injury to the goodwill associated with any Patent, Patent licensed under any Patent License, Trademark, or Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

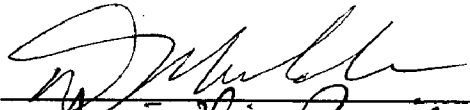
4. NEW PATENT AND TRADEMARK COLLATERAL. If, prior to the termination of the Security Agreement, any Grantor shall (i) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (ii) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements). Each Grantor hereby authorizes the Agent to modify this Patent and Trademark Security Agreement unilaterally (x) by amending Schedule I to include any future patents and patent applications that are Patents under this Patent and Trademark Security Agreement, or to include any future license agreements that are Patent Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), (y) by amending Schedule II to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under this Patent and Trademark Security Agreement, or to include any future license agreements that are Trademark Licenses under this Patent and Trademark Security Agreement (to the extent permitted by licensors under agreements in connection with the granting of licenses under such agreements), or (z) by filing, in addition to and not in substitution for this Patent and Trademark Security Agreement, a duplicate original of this Patent and Trademark Security Agreement containing on Schedule I thereto, as the case may be, such future patents, patent applications and future license agreements and containing on Schedule II thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and future license agreements.

[Signatures begin on following page.]

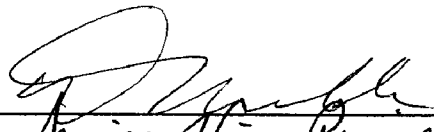


IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

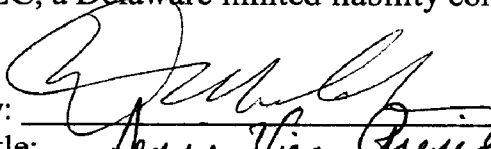
**SALTON, INC.**, a Delaware corporation

By:   
Title: Senior Vice President

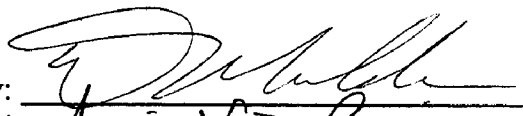
**TOASTMASTER INC.**, a Missouri corporation

By:   
Title: Senior Vice President

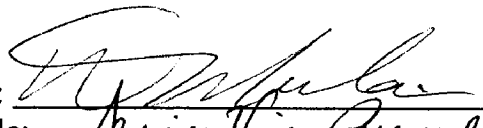
**SALTON TOASTMASTER LOGISTICS LLC**, a Delaware limited liability company

By:   
Title: Senior Vice President

**HOME CREATIONS DIRECT, LTD.**, a Delaware corporation

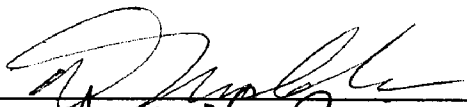
By:   
Title: Senior Vice President

**SONEX INTERNATIONAL CORPORATION**, a Delaware corporation

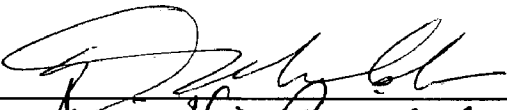
By:   
Title: Senior Vice President

[Signatures continue on following page.]

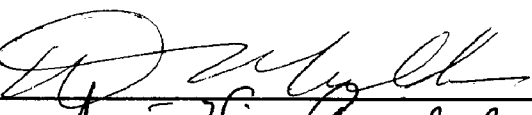
**ICEBOX, LLC**, an Illinois limited liability company

By:   
Title: Senior Vice President

**FAMILY PRODUCTS INC.**, a Delaware corporation


By:   
Title: Senior Vice President

**SALTON HOLDINGS, INC.**, a Delaware corporation

By:   
Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**WACHOVIA BANK, NATIONAL ASSOCIATION**, as Collateral Agent

By:   
Title: Director

SCHEDULE I  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS

Grantor	Patent Name	Number	Issue Date
Toastmaster, Inc.	BREAD STICK RACK FOR PORTABLE BREAD OVENS	5890421	4/6/99
Toastmaster, Inc.	TEMPERATURE SENSITIVE TIMING ASSEMBLY FOR TOASTER APPLIANCE	5901639	5/11/99
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D393563	4/21/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D398804	9/29/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D399696	10/20/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D399674	10/20/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D399697	10/20/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D404602	1/26/99
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D407257	3/30/99
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D393976	5/5/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D399695	10/20/98
Trillium Health Products, Inc.	JUICE EXTRACTORS	5495795	3/5/96
	SPEED CONTROLS	5417152	5/23/95
Trillium Health Products, Inc.	JUICE EXTRACTORS	5355784	10/18/94
Trillium Health Products, Inc.	JUICE EXTRACTORS WITH SPLASH PREVENTION	5257575	11/2/93
Salton, Inc.	APPLIANCE MOUNTING APPARATUS	4660793	4/28/87
	SEGMENTED PAD	D402149	12/8/98
JB Research, Inc.	MASSAGING APPARATUS HAVING TRANSFORMABLE PAD	5836900	11/17/98
JB Research, Inc.	MASSAGE UNIT WITH REPLACEABLE HOT AND COLD PACKS	5902256	5/11/99
	MASSAGING CHAISE LOUNGE	D394559	5/26/98
JB Research, Inc.	MICROCONTROLLER BASED MESSAGE SYSTEM	6039702	3/21/00
Toastmaster, Inc.	ELECTRIC APPLIANCE HAVING A PROXIMITY SENSOR	6307182	10/23/01
Salton, Inc.	CONTROL UNIT	D452570	12/25/01
GTC Properties, Inc.	CLOCK RADIO	D402655	12/15/98
GTC Properties, Inc.	CLOCK	D408297	4/20/99
GTC Properties, Inc.	CLOCK	D409498	5/22/99
GTC Properties, Inc.	CLOCK	D409499	5/11/99
GTC Properties, Inc.	CLOCK	D409500	5/11/99
GTC Properties, Inc.	CLOCK	D406535	3/9/99
GTC Properties, Inc.	CLOCK	D413272	8/31/99
GTC Properties, Inc.	CLOCK	D413812	9/14/99
GTC Properties, Inc.	CLOCK	D414119	9/21/99
GTC Properties, Inc.	CLOCK	D429234	8/8/00
GTC Properties, Inc.	CLOCK	D437236	2/6/01
GTC Properties, Inc.	CLOCK	D437238	2/6/01
GTC Properties, Inc.	CLOCK	D443523	6/12/01

Grantor	Patent Name	Number	Issue Date
GTC Properties, Inc.	CLOCK	D443524	6/12/01
Voice It Worldwide, Inc.	VOICE RECOGNITION INTERFACE APPARATUS AND METHOD FOR INTERACTING WITH A PROGRAMMABLE TIMEKEEPING DEVICE	5794205	8/11/98
GTC Properties, Inc.	TRANSFORMERLESS LED DIGITAL ALARM CLOCK	6147935	11/14/00
	INFORMATION RETRIEVAL AND PRESENTATION SYSTEMS WITH DIRECT ACCESS TO RETRIEVABLE ITEMS OF INFORMATION	5751369	5/12/98
Coach Master International Corporation	OPERATION OF INFORMATION/ENTERTAINMENT CENTERS	5764304	6/9/98
Coach Master International Corporation	DATA STORAGE DEVICES	5801784	9/1/98
Coach Master International Corporation	INFORMATION ENTERTAINMENT SYSTEMS WITH USER PROMPTS	5833470	11/10/98
Coach Master International Corporation	METHODS OF PRODUCING DATA STORAGE DEVICES FOR WHICH CAN BE USED TO COASH USERS IN THE PERFORMANCE OF USER-SELECTED TASKS	5898462	4/27/99
	EDUCATIONAL AND TRAINING DEVICES AND METHODS	5961333	10/5/99
Coach Master International Corporation	KEYBOARD (I)	6215420	4/10/01
	EDUCATIONAL-INSTRUCTIONAL/ENTERTAINMENT CENTER	D393854	4/28/98
CMi Worldwide, Inc.	FLAT SCREEN APPLIANCE	D437837	2/20/01
Coach Master International Corporation	WATERPROOF REMOTE CONTROL DEVICE	D458250	6/4/02
Sonex International, Inc.	ORBITALLY OR RECIPROCALLY VIBRATING METHOD FOR INTERPROXIMAL PLAQUE REMOVAL	5827064	10/27/98
Sonex International, Inc.	INTERDENTAL PLAQUE REMOVER METHOD FOR INTERPROXIMAL PLAQUE REMOVAL	D422707	4/11/00
Salton, Inc.	INTERACTIVE VOICE RECOGNITION DIGITAL CLOCK	6310833	10/30/01
Icebox, LLC	APPLIANCE WITH MULTIPLE MODES OF OPERATION	6532004	3/11/03
Icebox, LLC	APPLIANCES WITH THE INTERNET ACCESS	6490726	12/3/02
Icebox, LLC	INTEGRATED APPLIANCE	D455132	4/2/02
Icebox, LLC	APPLIANCES	6466278	10/15/02
GTC Properties, Inc.	CLOCK	D444074	6/26/01
	CAN OPENER/ORGANIZER	6470521	10/29/02

Grantor	Patent Name	Number	Issue Date
Lectrix, LLC	TOASTER/BREADBOX	D465690	11/19/02
Lectrix, LLC	ELECTRIC SALAD SPINNER	6343546	2/5/02
Lectrix, LLC	PASTA MACHINE	6523457	2/25/03
Lectrix, LLC	HAND-HELD VACUUM	D456573	4/30/02
Lectrix, LLC	CAN OPENER/ORGANIZER	6374443	4/23/02

SCHEDULE II  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

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Salton, Inc.	CURL MATES	2286162	10/12/99
Salton, Inc.	GEORGE FOREMAN	2638382	10/22/02
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Salton, Inc.	INSTANT STEAM	2341664	4/11/00
Salton, Inc.	JUICELADY	2033023	1/21/97
Salton, Inc.	JUICEMAN	1452938	8/18/87
Salton, Inc.	JUICEMAN	1767700	4/27/93
Salton, Inc.	JUICEMAN JR.	1790133	8/31/93
Salton, Inc.	LA SALSA	2476045	8/7/01
Salton, Inc.	LIL DIPPER	2282039	9/28/99
Salton, Inc.	LIVING COLOR	2289296	10/26/99
Salton, Inc.	NUTRITIONIST	2635560	10/15/02
Salton, Inc.	SANTA FE RICE	2414359	12/19/00
Salton, Inc.	TEX MEX	2644691	10/29/02
Salton, Inc.	WONDER PEELER	2298565	12/7/99
Salton, Inc.	WRAP MASTER	2274888	8/31/99
Toastmaster Inc.	BAGEL PERFECT	2095872	9/9/97
Salton, Inc.	BLOCK (AND DESIGN)	752528	7/9/63
Salton, Inc.	BLOCK (AND DESIGN)	752522	7/9/63
Toastmaster Inc.	BREAD BOX	1839930	6/14/94
Toastmaster Inc.	BREADMAKER'S HEARTH	2207624	12/1/98
Toastmaster Inc.	CHOPSTER	1808348	11/30/93
Toastmaster Inc.	COOL STEEL	1698347	6/30/92
Toastmaster Inc.	COOL STEEL (AND DESIGN)	1743011	12/29/92
Toastmaster Inc.	CORNER BAKERY	2206121	11/24/98
Salton, Inc.	DREAM MACHINE	2148129	3/31/98
Toastmaster Inc.	ESKIMO	214404	6/22/26
Toastmaster Inc.	ESKIMO (STYLIZED)	233519	10/4/27
Toastmaster Inc.	GRILLER'S CHOICE	2409582	11/28/00
Toastmaster Inc.	HANDI-PAN	1139544	9/16/80
N/A	HEATUBE (STYLIZED)	635483	10/9/56
Salton, Inc.	HOTRAY	756336	9/10/63
Salton, Inc.	HOTSPOT	1230984	3/15/83
Toastmaster Inc.	INGRAHAM	2281671	9/28/99

Grantor	Mark	Registration Number	Registration Date
Toastmaster Inc.	INGRAHAM SINCE 1831 (STYLIZED)	1842876	7/5/94
Salton, Inc.	INSTANT RECALL	2428686	2/13/01
Toastmaster Inc.	KITCHEN DIMENSIONS	1319211	2/12/85
Toastmaster Inc.	KITCHEN DIMENSIONS	1423768	1/6/87
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE	2281280	9/28/99
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE (AND DESIGN)	2281289	9/28/99
Toastmaster Inc.	MASTERMIND	1210332	9/28/82
Salton, Inc.	MAXIM EXPRESS	1315614	1/22/85
Salton, Inc.	SALTON	1338910	6/4/85
Salton, Inc.	SALTON	1356510	8/27/85
Salton, Inc.	SALTON	2296229	11/30/99
Salton, Inc.	SIMPLY BREAD	2162352	6/2/98
Toastmaster Inc.	SNACKSTER	1658919	10/1/91
Toastmaster Inc.	SOFT-TECH	2175389	7/21/98
Salton, Inc.	STIFFEL	1078331	11/29/77
Salton, Inc.	STIFFEL	2707321	4/15/03
Salton, Inc.	THREE FOR ALL	1364358	10/8/85
Toastmaster Inc.	TIMEMASTER	1105990	11/14/78
N/A	TOASTMASTER	699340	6/14/60
Toastmaster Inc.	TOASTMASTER	889665	4/21/70
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	359929	9/6/38
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	714252	4/18/61
Toastmaster Inc.	TOASTMASTER HEATLOG (AND DESIGN)	1292094	8/28/84
Toastmaster Inc.	TRIPLE LOOP DESIGN	973277	11/20/73
Sonex International Corp.	ULTRASONEX	1943560	12/26/95
Salton, Inc.	VITAMIN BAR	1778831	6/29/93
Toastmaster Inc.	WAFFLE EXPRESS	2119677	12/9/97
Salton, Inc.	WESTCLOX	859671	11/5/68
Salton, Inc.	WESTCLOX	108232	1/18/16
Salton, Inc.	WET TUNES	1321969	2/26/85

### U.S. TRADEMARK APPLICATIONS

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	BIG GEORGE	76/079164	N/A
Salton, Inc.	GEORGE FOREMAN	76/079163	N/A

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	GEORGE FOREMAN LEAN MEAN CONTACT ROASTING MACHINE	76/353220	12/26/01
N/A	GEORGE JR.	76/091202	N/A
Salton, Inc.	GO GEORGE GO	76/353218	12/26/01
Salton, Inc.	SPA THERAPY	76/404637	5/8/02
Sonex International Corp.	ULTRASONEX (AND DESIGN)	Unfiled	N/A