

04-04-2003

4/4/03

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇨⇨⇨ ▼



102410140

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
World Kitchen (GHC), LLC  
11911 Freedom Drive  
Reston, VA 20190

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

Execution Date: 01/31/2003

2. Name and address of receiving party(ies)  
Name: JPMorgan Chase Bank  
Internal  
Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York State: NY Zip: 10017

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

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

B. Trademark Registration No.(s)  
SCHEDULE(S)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Penelope Agodoa  
Internal Address: Federal Research Corporation  
Street Address: 1030 15th Street, NW  
Suite 920  
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41)..... \$65<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Erin Becker                                      Erin Becker                                      April 2, 2003  
Name of Person Signing                      Signature    Date

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

04/04/2003 BTOM11 00000169 0205244

01 FC:0521 40.00 09  
02 FC:0522 25.00 09

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

TRADEMARK  
REEL: 002705 FRAME: 0789

SCHEDULE I

World Kitchen (GHC), LLC

<b>Trademark</b>	<b>Status/IC</b>	<b>Registration/Serial Number</b>	<b>Country Name</b>
GRISWOLD & DESIGN	Reg. Cl. 11	0205,244	US
MAGNALITE (STYLIZED)	Reg. Cl. 21	0341,566	US

---

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

January 31, 2003,

among

WKI Holding Company, Inc.,

the Subsidiary Parties  
identified herein,

and

JPMORGAN CHASE BANK,  
as Collateral Agent

Table of Contents

Page

ARTICLE I  
Definitions

SECTION 1.01. Credit Agreement . . . . . 2  
SECTION 1.02. Other Defined Terms . . . . . 2

ARTICLE II  
Guarantee

SECTION 2.01. Guarantee . . . . . 11  
SECTION 2.02. Guarantee of Payment . . . . . 12  
SECTION 2.03. No Limitations, Etc. . . . . . 12  
SECTION 2.04. Reinstatement . . . . . 13  
SECTION 2.05. Agreement To Pay; Subrogation . . . . . 14  
SECTION 2.06. Information . . . . . 14

ARTICLE III  
Pledge of Securities

SECTION 3.01. Pledge . . . . . 14  
SECTION 3.02. Delivery of the Pledged Collateral . . . . . 15  
SECTION 3.03. Representations, Warranties and  
Covenants . . . . . 16  
SECTION 3.04. Certification of Limited Liability  
Company and Limited Partnership  
Interests . . . . . 18  
SECTION 3.05. Registration in Nominee Name;  
Denominations . . . . . 18  
SECTION 3.06. Voting Rights; Dividends and  
Interest, Etc . . . . . 18

ARTICLE IV  
Security Interests in Personal Property

SECTION 4.01. Security Interest . . . . . 20  
SECTION 4.02. Representations and Warranties . . . . . 22  
SECTION 4.03. Covenants . . . . . 25  
SECTION 4.04. Other Actions . . . . . 31  
SECTION 4.05. Covenants Regarding Patent, Trademark  
and Copyright Collateral . . . . . 33  
SECTION 4.06. Lockbox System . . . . . 36

ARTICLE V  
Remedies

SECTION 5.01. Remedies Upon Default . . . . . 38  
SECTION 5.02. Application of Proceeds . . . . . 40

SECTION 5.03.	<u>Grant of License to Use Intellectual Property</u>	41
SECTION 5.04.	<u>Securities Act, etc.</u>	41
SECTION 5.05.	<u>Registration, etc.</u>	42

ARTICLE VI  
Indemnity, Subrogation and Subordination

SECTION 6.01.	<u>Indemnity and Subrogation</u>	44
SECTION 6.02.	<u>Contribution and Subrogation</u>	44
SECTION 6.03.	<u>Subordination</u>	44

ARTICLE VII  
Miscellaneous

SECTION 7.01.	<u>Notices</u>	45
SECTION 7.02.	<u>Security Interest Absolute</u>	45
SECTION 7.03.	<u>Survival of Agreement</u>	45
SECTION 7.04.	<u>Binding Effect; Several Agreement</u>	46
SECTION 7.05.	<u>Successors and Assigns</u>	46
SECTION 7.06.	<u>Collateral Agent's Fees and Expenses; Indemnification</u>	47
SECTION 7.07.	<u>Collateral Agent Appointed Attorney-in-Fact</u>	47
SECTION 7.08.	<u>GOVERNING LAW.</u>	49
SECTION 7.09.	<u>Waivers; Amendment</u>	49
SECTION 7.10.	<u>WAIVER OF JURY TRIAL</u>	50
SECTION 7.11.	<u>Severability</u>	50
SECTION 7.12.	<u>Counterparts</u>	50
SECTION 7.13.	<u>Headings</u>	50
SECTION 7.14.	<u>Jurisdiction; Consent to Service of Process</u>	50
SECTION 7.15.	<u>Termination or Release</u>	51
SECTION 7.16.	<u>Additional Subsidiaries</u>	52
SECTION 7.17.	<u>Right of Setoff</u>	53
SECTION 7.18.	<u>References to Credit Agreements and Indenture.</u>	53

Schedules

Schedule I	Subsidiary Parties
Schedule II	Equity Interests; Debt Securities
Schedule III	Commercial Tort Claims
Schedule IV	Excluded Inventory
Schedule 4.06(d)	Harris Bank Lockbox Agreement
Schedule V	Intellectual Property
Schedule VI	Insurance Requirements
Schedule VII	Excluded Licenses

Exhibits

Exhibit I      Form of Supplement to the Guarantee and  
Collateral Agreement  
Exhibit II     Form of Perfection Certificate  
Exhibit III    Form of Lockbox Agreement

GUARANTEE AND COLLATERAL AGREEMENT dated as of January 31, 2003 (this "Agreement"), among WKI HOLDING COMPANY, INC., a Delaware corporation (the "Company"), the Subsidiary Parties identified herein and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined below).

A. Reference is made to (a) the Intercreditor Agreement dated as of January 31, 2003 (as amended, supplemented, waived or otherwise modified from time to time, the "Intercreditor Agreement"), among the Collateral Agent, the Company and each of the Secured Parties; (b) the Revolving Credit Agreement dated as of January 31, 2003 (as amended, supplemented, waived or otherwise modified from time to time, the "Revolving Credit Agreement"), among the Company, the lenders from time to time party thereto (the "Revolving Lenders") and JPMCB, as administrative agent (the "Revolving Agent"), (c) the Term Loan Credit Agreement dated as of January 31, 2003 (as amended, supplemented, waived or otherwise modified from time to time, the "Term Loan Credit Agreement"), among the Company, the lenders from time to time party thereto (the "Term Loan Lenders") and JPMCB, as administrative agent (the "Term Loan Agent") (JPMCB, in its capacity as the Revolving Agent and the Term Loan Agent, the "Administrative Agent") and (d) the Indenture dated as of January 31, 2003 (as amended, supplemented, waived or otherwise modified from time to time, the "Indenture"), for the 12% Senior Subordinated Notes due 2010 (the "Senior Subordinated Notes") among the Company, U.S. Bank National Association, as trustee (the "Trustee"), and the Subsidiary Guarantors party thereto (the "Subsidiary Guarantors").

B. The Revolving Lenders have agreed to extend credit to the Company in an aggregate principal amount of up to \$75,000,000 pursuant to the Revolving Credit Agreement.

C. The Term Loan Lenders have agreed to accept the obligations of the Company under the Term Loan Credit Agreement in an aggregate principal amount of 240,050,000 as partial consideration for the termination and discharge of all obligations owed to the Term Loan Lenders under the Old Credit Agreement (as defined in the Term Loan Credit Agreement) pursuant to the terms and conditions of the Emergence Plan.

D. The holders of the Senior Subordinated Notes (the "Noteholders") have agreed to accept the obligations of the Company under the Indenture as partial consideration for the termination and discharge of all obligations owed to the Term Loan Lenders under the Old Credit Agreement pursuant to the terms and conditions of the Emergence Plan.

E. The obligations of the Revolving Lenders to extend credit to the Company and of the Term Loan Lenders and the Noteholders to accept the Company's obligations under the Term Loan Credit Agreement and the Indenture, respectively, are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Revolving Credit Agreement and the acceptance of the Company's obligations under the Term Loan Credit Agreement and the Indenture and are willing to execute and deliver this Agreement in order to induce the Revolving Lenders, the Term Loan Lenders and Noteholders, respectively, to extend such credit and accept such obligations.

Accordingly, each of the parties hereto agrees as follows:

## ARTICLE I

### Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Revolving Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Revolving Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.



"Actionable Default" means any Event of Default under and as defined in (a) the Revolving Credit Agreement, (b) the Term Loan Credit Agreement or (c) the Indenture.

"Administrative Agent" has the meaning assigned to such term in the preamble hereto.

"Agreement" has the meaning assigned to such term in the preamble hereto.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Collateral Agent" has the meaning assigned to such term in the preamble hereto.

"Collection Deposit Account" means a lockbox account of a Grantor maintained for the benefit of the Secured Parties with the Collateral Agent or with a Sub-Agent pursuant to a Lockbox Agreement.

"Company" has the meaning assigned to such term in the preamble hereto.

"Concentration Account" means the cash collateral account established at the office of JPMorgan Chase Bank located at 270 Park Avenue, New York, NY 10017, in the name of the Collateral Agent, for purposes of this Agreement.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule V.

"Credit Agreements" means (a) the Revolving Credit Agreement and (b) the Term Loan Credit Agreement.

"Default" means any event or condition which constitutes an Actionable Default or which upon notice, lapse of time or both would, unless cured or waived, become an Actionable Default.

"Excluded Inventory" means the Inventory described on Schedule IV and all proceeds thereof.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"General Fund Account" means the account number 0000642546 established at the office of JPMorgan Chase Bank located at 270 Park Avenue, New York, NY 10017 in the name of World Kitchen, Inc.

"General Intangibles" means all "General Intangibles" as defined in the New York UCC, including all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"Grantors" means the Company and the Subsidiary Parties.

"Guarantors" means the Subsidiary Parties.

"Indenture" has the meaning assigned to such term in the preamble hereto.

"Indenture Documents" means the Indenture, the Senior Subordinated Notes, this Agreement, the Intercreditor Agreement, and the other Indenture Security Documents.

"Indenture Security Documents" has the meaning assigned to the term "Security Documents" in the Indenture.

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or

hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Intercreditor Agreement" has the meaning assigned to such term in the preamble hereto.

"JPMCB" has the meaning assigned to such term in the preamble hereto.

"Lenders" means (a) the Revolving Lenders and (b) the Term Loan Lenders.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, other than those license or sublicense agreements (a) in existence on the date hereof and listed on Schedule V and (b) entered into after the date hereof, in each case that by their terms prohibit a grant of a security interest by such Grantor as licensee thereunder provided, that (i) in the case of clause (b), such Grantor has used commercially reasonable efforts to prevent the inclusion of such a prohibition over such license or sublicense and (ii) in the case of any licenses or sublicenses excluded pursuant to clauses (a) and (b), such licenses or sublicenses, individually or in the aggregate, are not material to the business of such Grantor.

"Loans" means (a) the Revolving Loans and (b) the Term Loans.

"Lockbox Agreement" means a Lockbox Agreement substantially in the form of Exhibit III, among the applicable Grantors, the Collateral Agent and the Sub-Agent.

"Lockbox System" has the meaning assigned to such term in Section 4.06(a).

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Noteholders" has the meaning assigned to such term in the preamble hereto.

"Noteholder Obligations" means (a) the due and punctual payment by the Company of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Senior Subordinated Notes, when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise and interest on the overdue principal of and interest on the Senior Subordinated Notes (including, in each case, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and (ii) all other monetary obligations of the Company to any of the Noteholder Secured Parties under the Indenture and each of the other Indenture Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Company owed to any Noteholder Secured Party under or pursuant to the Indenture, the Senior Subordinated Notes and each of the other Indenture Documents, and (c) the due and punctual payment and performance of all the obligations of each Grantor owed to any Noteholder Secured Party under or pursuant to this Agreement, the Indenture, the Senior Subordinated Notes and each of the other Indenture Documents.

"Noteholder Secured Parties" means the (a) the Noteholders, (b) JPMCB, as administrative agent under the Indenture, (c) the Trustee, (d) the Collateral Agent, (e) the beneficiaries of each indemnification obligation undertaken by the Company or any Subsidiary Guarantor under any Indenture Document and (f) the successors and assigns of each of the foregoing.

"Obligations" means (a) the Revolving Obligations, (b) the Term Loan Obligations and (c) the Noteholder Obligations.

"Old Credit Agreement" has the meaning assigned to such term in the Term Loan Credit Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent,

now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (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 V, and (b) 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.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Company.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Revolving Agent" has the meaning assigned to such term in the preamble hereto.

"Revolving Credit Agreement" has the meaning assigned to such term in the preamble hereto.

"Revolving Lenders" has the meaning assigned to such term in the preamble hereto.

"Revolving Loan Documents" means the Revolving Credit Agreement, this Agreement, the Intercreditor Agreement, the other Revolving Security Documents and the documentation relating to any Letter of Credit.

"Revolving Loans" means the loans made by the Revolving Lenders to the Company pursuant to the Revolving Credit Agreement.

"Revolving Obligations" means (a) the due and punctual payment by the Company of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Revolving Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and interest on the overdue principal of and interest on the Revolving Loans (including, in each case, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether allowed or allowable in such proceeding), (ii) each payment required to be made by the Company under the Revolving Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Company to any of the Revolving Secured Parties under the Revolving Credit Agreement and each of the other Revolving Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Company owed to any Revolving Secured Party under or pursuant to the Revolving Credit Agreement and each of the other Revolving Loan Documents, (c) the due and punctual payment and performance of all the obligations of each other Grantor owed to any Revolving Secured Party under or pursuant to this Agreement and each of the other Revolving Loan Documents and (d) the due and punctual payment and performance of all obligations of each Grantor under each

Swap Agreement that (i) is in effect on the Effective Date with a counterparty that is a Revolving Lender or an Affiliate of a Revolving Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Revolving Lender or an Affiliate of a Revolving Lender at the time such Swap Agreement is entered into.

"Revolving Secured Parties" means (a) the Revolving Lenders, (b) the Revolving Agent, (c) the Issuing Bank, (d) the Collateral Agent, (e) each counterparty to any Swap Agreement with a Grantor the obligations under which constitute Revolving Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Revolving Loan Document and (g) the successors and assigns of each of the foregoing.

"Revolving Security Documents" has the meaning assigned to the term "Security Documents" in the Revolving Credit Agreement.

"Secured Parties" means (a) the Revolving Secured Parties, (b) the Term Loan Secured Parties and (c) the Noteholder Secured Parties.

"Security Documents" means (a) the Revolving Security Documents, (b) the Term Loan Security Documents and (c) the Indenture Security Documents.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Senior Subordinated Notes" has the meaning assigned to such term in the preamble hereto.

"Specified Deposit Accounts" means (a) account number 323-137504 and (b) account number 586-900454, in each case located at JPMorgan Chase Bank in the name of a Grantor.

"Sub-Agent" means a JPMCB, as Sub-Agent under the Lockbox Agreement.

"Subsidiary Guarantors" has the meaning assigned to such term in the preamble hereto.

"Subsidiary Party" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party after the Effective Date.

"Term Loan Agent" has the meaning assigned to such term in the preamble hereto.

"Term Loan Credit Agreement" has the meaning assigned to such term in the preamble hereto.

"Term Loan Lenders" has the meaning assigned to such term in the preamble hereto.

"Term Loan Documents" means the Term Loan Credit Agreement, this Agreement, the Intercreditor Agreement and the other Term Loan Security Documents.

"Term Loan Obligations" means (a) the due and punctual payment by the Company of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Term Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and interest on the overdue principal of and interest on the Term Loans (including in each case, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether allowed or allowable in such proceeding) and (ii) all other monetary obligations of the Company to any of the Term Loan Secured Parties under the Term Loan Credit Agreement and each of the other Term Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Company owed to any Term Loan Secured Party under or pursuant to the Term Loan Credit Agreement and each of the other Term Loan Documents, and (c) the due and punctual payment and performance of all the obligations of each other Grantor owed to any Term Loan Secured Party under or pursuant to this Agreement and each of the other Term Loan Documents.

"Term Loans" means the loans made by the Term Loan Lenders to the Company pursuant to the Term Loan Credit Agreement.

"Term Loan Secured Parties" means (a) the Term Loan Lenders, (b) the Term Loan Agent, (c) the Collateral Agent, (d) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Term Loan



Document and (e) the successors and assigns of each of the foregoing.

"Term Loan Security Documents" has the meaning assigned to the term "Security Documents" in the Term Loan Credit Agreement.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Transaction Documents" means (a) the Revolving Loan Documents, (b) the Term Loan Documents and (c) the Indenture Documents.

"Trustee" has the meaning assigned to such term in the preamble hereto.

## ARTICLE II

### Guarantee

SECTION 2.01. Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Revolving Obligations and the Term Loan Obligations. Each Guarantor further agrees that the Revolving Obligations and the Term Loan Obligations may be

extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Revolving Obligation or Term Loan Obligation. Each Guarantor waives presentment to, demand of payment from and protest to the Company or any other Grantor of any of the Revolving Obligations or the Term Loan Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent, any other Revolving Secured Party or any other Term Loan Secured Party to any security held for the payment of the Revolving Obligations or the Term Loan Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent, any other Revolving Secured Party or any other Term Loan Secured Party in favor of the Company or any other Person.

SECTION 2.03. No Limitations, Etc. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Revolving Obligations, the Term Loan Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent, any other Revolving Secured Party or any other Term Loan Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Revolving Loan Document, Term Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Revolving Loan Document, Term Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, the guarantees pursuant to the Indenture; (iv) the failure to perfect any security interest in, or the release of, any security held by the Collateral Agent or any other Secured Party for the Obligations; (v) any default, failure or delay, wilful or otherwise, in

the performance of the Obligations; or (vi) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Revolving Obligations and the Term Loan Obligations). Each Guarantor expressly authorizes the Collateral Agent, for the benefit of the Secured Parties, to take and hold security for the payment and performance of the Revolving Obligations and the Term Loan Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in its reasonable discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Revolving Obligations and the Term Loan Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Company or any other Grantor or the unenforceability of the Revolving Obligations or the Term Loan Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Company or any other Grantor, other than the indefeasible payment in full in cash of all the Revolving Obligations and the Term Loan Obligations. Subject to the terms and conditions of the Intercreditor Agreement, the Collateral Agent, the other Revolving Secured Parties and the other Term Loan Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Revolving Obligations or the Term Loan Obligations, make any other accommodation with the Company or any other Grantor or exercise any other right or remedy available to them against the Company or any other Grantor, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Revolving Obligations and the Term Loan Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Company or any other Grantor, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any

time payment, or any part thereof, of any Revolving Obligation or Term Loan Obligation is rescinded or must otherwise be restored by the Collateral Agent, any other Revolving Secured Party or any other Term Loan Secured Party upon the bankruptcy or reorganization of the Company, any other Grantor or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent, any other Revolving Secured Party or any other Term Loan Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Company or any other Grantor to pay any Revolving Obligation or Term Loan Obligation when and as the same shall become due, whether on an interest payment date, at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Revolving Obligation and Term Loan Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Company or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Company's and each other Guarantor's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Revolving Obligations and the Term Loan Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent, the other Revolving Secured Parties or the other Term Loan Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

### ARTICLE III

#### Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all

of such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II and any other Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "Pledged Stock"), provided that the Pledged Stock (i) shall be limited to 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary and (ii) shall not include the Equity Interests in World Kitchen do Brasil Ltda., unless World Kitchen do Brasil Ltda. is not liquidated or dissolved in accordance with the Credit Agreements and the Indenture prior to December 31, 2003; (b) (i) the debt securities listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities (the "Pledged Debt Securities"); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 3.01; (d) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above and the property referred to in clause (c) above; (e) subject to Section 3.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. Delivery of the Pledged Collateral.

(a) Each Grantor agrees promptly to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities (other than the Stock Certificates listed on Schedule II(b)), provided that the stock certificates representing the Equity Interests in World Kitchen Mexico, S. de R.L. de CV, WKM, S.dw.L.de.C.V. and World Kitchen Canada (EHI) shall be delivered within 30 days of the Effective Date, to the extent required by Section 5.13(d) of the Revolving Credit Agreement.

(b) Each Grantor will cause any Indebtedness for borrowed money owed to such Grantor by any Person to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property composing part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof, provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Stock and includes all Equity Interests, debt securities and promissory notes required to be pledged hereunder in order to satisfy the Collateral and Guarantee Requirement;

(b) the Pledged Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock (other than any interests in any limited liability company), are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder, each Grantor (i) is and, subject to any transfers made in compliance with the Credit Agreements and the Indenture, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such

Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreements and the Indenture, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreements and the Indenture, and (iv) will defend its title or interest hereto or therein against any and all Liens (other than the Liens created by this Agreement and Permitted Encumbrances), however, arising, of all Persons;

(d) except for restrictions and limitations imposed by the Transaction Documents or securities laws generally, the Pledged Collateral is and will continue to be freely transferable and assignable, and, except as permitted by the terms of the Credit Agreements and the Indenture, none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each Grantor has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations; and

(h) the pledge effected hereby is effective to vest in the Collateral Agent, for the benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

SECTION 3.04. Certification of Limited Liability Company and Limited Partnership Interests. Each interest in any domestic limited liability company or limited partnership controlled by any Grantor and pledged hereunder shall be represented by a certificate and in the organizational documents of such limited liability company or limited partnership, the Grantor shall elect to treat such interests as a "security" within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC.

SECTION 3.05. Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. The Collateral Agent shall at all times (a) after the occurrence and during the continuance of an Actionable Default or (b) with the consent of the Company, have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.06. Voting Rights; Dividends and Interest, Etc. (a) Unless and until an Actionable Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreements, the Indenture and the other Transaction Documents; provided that such rights and powers shall not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement, the Credit Agreements, the Indenture or any other Transaction Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of



attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreements, the Indenture, the other Transaction Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Actionable Default, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent

pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Actionable Defaults have been cured or waived and (i) the Company has delivered to the Collateral Agent a certificate to that effect or (ii) the Company and the required parties under the Credit Agreements and the Indenture, as applicable, have executed a waiver or waivers of such Actionable Default, the Collateral Agent shall, promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Actionable Default, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the requisite Secured Parties in accordance with the Intercreditor Agreement, the Collateral Agent shall have the right from time to time following and during the continuance of an Actionable Default to permit the Grantors to exercise such rights. After all Actionable Defaults have been cured or waived and (i) the Company has delivered to the Collateral Agent a certificate to that effect or (ii) the Company and the required parties under the Credit Agreements and the Indenture, as applicable, have executed a waiver or waivers of such Actionable Default, each Grantor will have the right to exercise the voting and consensual rights and powers that such Grantor would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

#### ARTICLE IV

##### Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns,

for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(i) all Accounts including, without limitation, the Specified Deposit Accounts;

(ii) all Chattel Paper;

(iii) all cash and Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Instruments;

(viii) all Inventory;

(ix) all Investment Property;

(x) all Letter-of-credit rights;

(xi) all commercial tort claims set forth on Schedule III;

(xii) all books and records pertaining to the Article 9 Collateral;

(xiii) all Fixtures; and

(xiv) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing, including cash held in the Lockbox System and the Specified Deposit Accounts, and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding anything to the contrary in this Section 4.01, the term "Article 9 Collateral" shall not include any Excluded Inventory.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, (ii) in the case of a financing statement filed as a fixture filing a sufficient description of the real property to which such Article 9 Collateral relates and (iii) a description of collateral that describes such property in any other manner as the Collateral Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted to the Collateral Agent, including describing such property as "all assets" or "all property." Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties.

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder

and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and is in full force and effect.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete as of the Effective Date. Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral that have been prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate (or specified by notice from the Company to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Sections 5.03(a) and 5.12 of the Revolving Credit Agreement, Sections 5.03(a) and 5.12 of the Term Loan Credit Agreement or Sections 15.01 and 15.02 of the Indenture) constitute all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, United States registered Trademarks and United States registered Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments. Each Grantor represents and warrants that a fully executed agreement in the form hereof containing a description of all Article 9 Collateral consisting of

Intellectual Property with respect to United States Patents (and Patents for which United States registration applications are pending), United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights (and Copyrights for which United States registration applications are pending) has been delivered to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other applicable jurisdiction and reasonably requested by the Collateral Agent, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of such Intellectual Property in which a security interest may be perfected by recording with the United States Patent and Trademark Office and the United States Copyright Office, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and otherwise as may be required pursuant to the laws of any other applicable jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Article 9

Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Revolving Credit Agreement, Section 6.02 of the Term Loan Credit Agreement and Section 4.14 of the Indenture.

(d) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, other than Liens expressly permitted pursuant to Section 6.02 of the Revolving Credit Agreement, Section 6.02 of the Term Loan Credit Agreement and Section 4.14 of the Indenture. As of the Effective Date, none of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Revolving Credit Agreement, Section 6.02 of the Term Loan Credit Agreement and Section 4.14 of the Indenture.

(e) None of the Grantors holds any Commercial Tort Claim as of the Effective Date except as indicated on Schedule III.

(f) All Accounts have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

SECTION 4.03. Covenants. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its legal name, (ii) in the location of any office in which it maintains books or records relating to Article 9 Collateral owned by it or any office or facility at which Article 9 Collateral owned by it is located (including the establishment of any new such office or facility), (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization. Each

Grantor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the immediately preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the first sentence of this paragraph (a) unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with reasonably prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each year, at the earliest time of delivery of annual financial statements with respect to the preceding fiscal year required pursuant to any of Section 5.01(a) of the Revolving Credit Agreement, Section 5.01(a) of the Term Loan Agreement or Section 4.02(d) of the Indenture, the Company shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Company (i) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of the Perfection Certificate delivered on the Effective Date or the date of the most recent certificate delivered pursuant to this Section 4.03(c) and (ii) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (i) of this Section 4.03(c) to the extent



necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.03(c) shall identify in substantially the format of Schedule V to this Agreement all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

(d) Each Grantor shall, at its own expense, take any and all actions necessary (i) to defend title against all Persons to all Article 9 Collateral that, individually or in the aggregate, is material to such Grantor's business and (ii) to defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Revolving Credit Agreement, Section 6.02 of the Term Loan Credit Agreement or Section 4.14 of the Indenture.

(e) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule V or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and

warranties made by such Grantor hereunder with respect to such Article 9 Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Article 9 Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral.

(f) The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, upon reasonable advance notice to the respective Grantor and at reasonable times, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.03 of the Revolving Credit Agreement, Section 5.03 of the Term Loan Credit Agreement and Sections 15.01 and 15.02 of the Indenture, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(g) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Revolving Credit Agreement, Section 6.02 of the Term Loan Credit Agreement or Section 4.14 of the Indenture, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreements, the Indenture and this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.03(g) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or

other encumbrances and maintenance as set forth herein or in the other Transaction Documents.

(h) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

(i) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each material contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(j) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by the Credit Agreements and the Indenture. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except that (i) Inventory and used, obsolete or surplus equipment may be sold in the ordinary course of business and (ii) the Grantors may use and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreements, the Indenture and any other Transaction Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance reasonably satisfactory to the Collateral Agent, that such warehouseman, agent, bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, bailee, agent or

processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise; provided, however, that such requirement shall not apply to Inventory (i) located in a warehouse leased by a Grantor during the period ending 30 days after the date of this Agreement or (ii) located at retail stores of any Grantor if the Revolving Agent waives such requirement after its evaluation of the Borrowing Base pursuant to the last sentence of Section 5.09(b) of the Revolving Credit Agreement.

(k) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements, granted or made in the ordinary course of business.

(l) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with the requirements set forth in Schedule IV hereto, Section 5.07 of the Revolving Credit Agreement, Section 5.07 of the Term Loan Credit Agreement and Section 13.01(n) of the Indenture. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Actionable Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Actionable Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(l), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be

payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(m) Each Grantor shall maintain, in form and manner reasonably satisfactory to the Collateral Agent, its Chattel Paper and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper has been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Investment Property. Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any Certificated Securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired

by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (A) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property (as the case may be), or to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (B) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Actionable Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights, would occur. The provisions of this paragraph (c) shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(c) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under New York UCC Section 9-105 of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic

Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Grantor to make alterations to the Electronic Chattel Paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Actionable Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such Electronic Chattel Paper or transferable record.

(d) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Grantor unless an Actionable Default has occurred or is continuing.

(e) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim, the Grantor shall promptly notify the Collateral Agent thereof in a writing signed by such Grantor including a summary description of such claim and grant to the Collateral Agent in writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor

agrees that it will not do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration or claim of trademark or service mark to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or its sublicensees) will, for each work covered by a Copyright material to the conduct of such Grantor's business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of such Grantor's business may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent with the United States Patent and Trademark Office or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any



office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent thereof, and, upon the request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a material Patent, Trademark or Copyright has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral.

(h) Upon and during the continuance of an Actionable Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor under each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

(i) Within 30 days of the date of this Agreement, each Grantor shall have made all necessary filings and taken all necessary steps to cause the Patents and Trademarks listed on Schedule V(b) to be filed with the United States Patent and Trademark Office under the correct name of such Grantor.

SECTION 4.06. Lockbox System. (a) The Grantors have established in the name of the Collateral Agent, and subject to the control of the Collateral Agent pursuant to the Lockbox Agreement, for the benefit of the Collateral Agent and the other Secured Parties, a system of lockboxes and related accounts (the "Lockbox System") with JPMorgan Chase Bank into which the Proceeds of all Accounts and Inventory shall be deposited and forwarded to the Collateral Agent in accordance with the Lockbox Agreements.

(b) Except with respect to the Accounts described in clause (d) below, the Grantors shall (x) cause all Account Debtors (and any other Person obligated to make payments on Accounts or in respect of Inventory) to pay, and all Accounts Receivable to be paid, into the Specified Deposit Accounts and the Grantors shall promptly give and maintain standing instructions to the Account Debtors to such effect and (y) promptly deposit all other payments received by it on account of Accounts and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in the Specified Deposit Accounts in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited, such payments shall be held in trust by such Grantor for and as the property of the Collateral Agent.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Lenders or the Noteholders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in the Specified Deposit Accounts. Until the Collateral Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts, for the benefit and on behalf of the Collateral Agent and the other Secured Parties, provided that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Actionable Default.

(c) The Grantors shall give and maintain standing instructions that all amounts in the Specified Deposit

Accounts shall be transferred into the Concentration Account at the end of each Business Day and shall not change such instructions without the prior written consent of the Collateral Agent. All Proceeds stemming from the sale of a substantial portion of the Collateral (other than Proceeds of Inventory and Accounts) that have been received by a Grantor on any Business Day will be transferred into the Concentration Account on such Business Day.

(d) The Grantors shall cause all Proceeds of Inventory and Accounts (other than Excluded Inventory) relating to the retail stores of the Grantors to be transferred into the Concentration Account not less than two times per week. World Kitchen, Inc. shall cause the lockbox agreement named on Schedule 4.06(d) to be closed not later than 90 days from the date hereof.

(e) The applicable Grantors have executed the Lockbox Agreement with respect to the Concentration Account. The Concentration Account is, and shall remain, under the sole dominion and control of the Collateral Agent. Each Grantor acknowledges and agrees that (i) such Grantor has no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall continue to be collateral security for all the Obligations and (iii) upon the occurrence and during the continuance of an Actionable Default, at the Collateral Agent's election, the funds on deposit in the Concentration Account may be applied as provided in Section 5.02. So long as no Actionable Default has occurred and is continuing, the Collateral Agent shall promptly remit any funds on deposit in the Concentration Account to the General Fund Account and the Company shall have the right, at any time and from time to time, to withdraw such amounts from the General Fund Account as it shall deem to be necessary or desirable.

(f) Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Actionable Default (which notice may be given by telephone if promptly confirmed in writing), the Concentration Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. Each Grantor irrevocably authorizes the Collateral Agent to notify the Sub-Agent (i) of the occurrence of an Actionable Default and (ii) of the matters referred to in this paragraph (d). Following the occurrence of an Actionable Default, the Collateral Agent may instruct the Sub-Agent to transfer immediately all funds held in each

deposit account to the Concentration Account. Each Grantor hereby agrees to irrevocably direct the Sub-Agent to comply with the instructions of the Collateral Agent with respect to the relevant Collection Deposit Account without further consent from the Grantor or any other Person.

(g) The Grantors shall not amend, modify or change the Lockbox System in any manner without the prior written consent of the Collateral Agent. The Grantors shall not open any new deposit account (i) without the prior written consent of the Collateral Agent and (ii) unless the applicable Grantor executes, and causes the depository bank to execute, a deposit account control agreement in form and substance satisfactory to the Collateral Agent.

## ARTICLE V

### Remedies

SECTION 5.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Actionable Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or

otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale of Collateral the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors ten days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the

purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase for cash, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Actionable Defaults shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Transaction Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Transaction Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right

or remedy hereunder or under any other Transaction Document;

SECOND, to the Collateral Agent for distribution to the Secured Parties as provided in Section 4.01 of the Intercreditor Agreement for the payment in full of the Obligations owed to the Secured Parties; and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Actionable Default, provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Actionable Default.

SECTION 5.04. Securities Act, etc. In view of the position of the Grantors in relation to the Pledged

Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

SECTION 5.05. Registration, etc. Each Grantor agrees that, upon the occurrence and during the continuance



of an Actionable Default, if for any reason the Collateral Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Collateral. Each Grantor further agrees to indemnify, defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses to the Collateral Agent of legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such states as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section 5.05. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.05 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 5.05 may be specifically enforced.

## ARTICLE VI

Indemnity, Subrogation and Subordination

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Company agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation, the Company shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part an Obligation, the Company shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Guarantor (a "Contributing Guarantor") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Obligation owed to any Secured Party and such other Guarantor (the "Claiming Guarantor") shall not have been fully indemnified by the Company as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

No failure on the part of the Company or any Guarantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

(b) Each Guarantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor or any Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

## ARTICLE VII

### Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Revolving Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Company as provided in Section 9.01 of the Revolving Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the security interest in the Pledged Collateral and all obligations of each Grantor and Guarantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreements, the Indenture, any other Transaction Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreements, the Indenture, any other Transaction Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made

by the Grantors in the Transaction Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Transaction Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Transaction Documents and the making of any Loans, issuance of any Letters of Credit, acceptance of any obligations and issuance of any Senior Subordinated Notes, regardless of any investigation made by any Secured Party or on its behalf and notwithstanding that the Administrative Agent, the Collateral Agent, the Issuing Bank, any Lender, or any Noteholder may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Revolving Credit Agreement or any obligation is accepted under the Term Loan Credit Agreement or the Indenture, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan, any Senior Subordinated Note or any fee, or any other amount payable under any Transaction Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement.

This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement, the Credit Agreements or the Indenture. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement

shall bind and inure to the benefit of their respective permitted successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 9.03 of the Revolving Credit Agreement, Section 9.03 of the Term Loan Credit Agreement and Section 4.16 of the Indenture.

(b) Without limitation of its indemnification obligations under the other Transaction Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and each of the other Indemnitees (defined as such in any of Section 9.03 of the Revolving Credit Agreement, Section 9.03 of the Term Loan Credit Agreement or Section 4.17 of the Indenture) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto, or to the Collateral, whether or not any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Transaction Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Transaction Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement

and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Actionable Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor, (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral; (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

**SECTION 7.08. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

SECTION 7.09. Waivers; Amendment. (a) No failure or delay by the Administrative Agent, the Collateral Agent, the Issuing Bank, any Lender, any Noteholder or any other Secured Party in exercising any right, power or remedy hereunder or under any other Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Administrative Agent, the Collateral Agent, the Issuing Bank, the Lenders and the Noteholders hereunder and under the other Transaction Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.09 and Section 7.04 of the Intercreditor Agreement, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, issuance of a Letter of Credit, acceptance of the obligations or issuance of a Senior Subordinated Note shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Collateral Agent, the Issuing Bank, any Lender or any Noteholder may have had notice or knowledge of such Default at the time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Intercreditor Agreement, Section 9.02 of the Revolving Credit Agreement, Section 9.02 of the Term Loan Credit Agreement and Sections 9.01 and 9.02 of the Indenture.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability in such jurisdiction of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) Each of the Grantors hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Transaction Document, or for recognition or



enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Transaction Document shall affect any right that the Administrative Agent, the Collateral Agent, the Issuing Bank, any Lender or any Noteholder may otherwise have to bring any action or proceeding relating to this Agreement or any other Transaction Document against any Grantor or Guarantor, or its properties, in the courts of any jurisdiction.

(b) Each of the Grantors hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Transaction Document in any court referred to in paragraph (a) of this Section 7.14. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Transaction Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination or Release. (a) This Agreement, the guarantees made herein, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Revolving Obligations and the Term Loan Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreements, the LC Exposure has been reduced to zero, the Issuing Bank has no further obligations to issue Letters of Credit and (ii) (x) the Noteholder Obligations have been paid in full, (y) a satisfaction and discharge of the Indenture has occurred pursuant to Article 8 thereto or (z) the Company exercises its legal defeasance option or covenant defeasance option pursuant to Article 8 of the Indenture.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the security interests in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreements and the Indenture as a result of which such Subsidiary Party ceases to be a Subsidiary of the Company; provided that the requisite Secured Parties shall have consented to such transaction (to the extent required by the Credit Agreements and the Indenture) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreements and the Indenture to any Person that is not a Grantor, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02 of the Revolving Credit Agreement, Section 9.02 of the Term Loan Credit Agreement and Section 15.03 of the Indenture, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 7.15, the Collateral Agent shall execute and deliver to any Grantor at such Grantor's expense all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.16. Additional Subsidiaries. Pursuant to Section 5.12 of the Revolving Credit Agreement, Section 5.12 of the Term Loan Credit Agreement and Section 4.11 of the Indenture, each Subsidiary of a Grantor that was not in existence or not a Subsidiary on the date of the Credit Agreements and the Indenture and is not a Foreign Subsidiary is required to enter into this Agreement as a Subsidiary Party upon becoming such a Subsidiary. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 7.17. Right of Setoff. To the extent permitted by the Intercreditor Agreement, if an Actionable Default shall have occurred and be continuing, each Lender and each of its Affiliates and each Noteholder and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate or Noteholder or Affiliate to or for the credit or the account of any Subsidiary Party against any of and all the obligations of such Subsidiary Party now or hereafter existing under this Agreement owed to such Lender or Noteholder, irrespective of whether or not such Lender or Noteholder shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender and Noteholder under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or Noteholder may have.

SECTION 7.18. References to Credit Agreements and Indenture. Upon the indefeasible payment in full of the Revolving Obligations (and the reduction of the LC Exposure to zero and the termination of all commitments to lend or provide Letters of Credit under the Revolving Credit Agreement), the Term Loan Obligations or the Noteholder Obligations (or a satisfaction and discharge of the Indenture pursuant to Article 8 thereto or the exercise by the Company of its legal defeasance or covenant defeasance option pursuant to Article 8 of the Indenture), all references in this Agreement to the terms of the Revolving Credit Agreement, the Term Loan Credit Agreement or the Indenture, as the case may be, shall become null and void, except with respect to any provisions thereof that expressly survive the termination thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WKI HOLDING COMPANY, INC.,

by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

WORLD KITCHEN, INC.,

by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

EKCO GROUP, LLC,

by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

WORLD KITCHEN (GHC), LLC,

by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

EKCO HOUSEWARES, INC.,

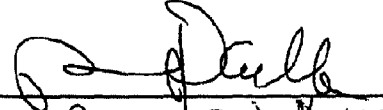
by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

EKCO MANUFACTURING OF OHIO,  
INC.,

by James A. Sharman  
Name: James A. Sharman  
Title: President & CEO

WKI LATIN AMERICA HOLDING,  
LLC,

by



Name: RAYMOND J. KULLA  
Title: MANAGER

JPMORGAN CHASE BANK, as  
Collateral Agent,

by

Patrick A. Daniello

Name:

Title:

PATRICK DANIELLO  
MANAGING DIRECTOR

**SUBSIDIARY PARTIES**

World Kitchen, Inc.  
WKI Latin America Holding, LLC  
World Kitchen (GHC), LLC  
EKCO Group, LLC  
EKCO Housewares, Inc.  
EKCO Manufacturing of Ohio, Inc.

EQUITY INTERESTS TO BE PLEDGED

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
EKCO Group, LLC	1	WKI Holding Company, Inc.	100 Units	100%
EKCO Housewares, Inc.	C0004	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1,000 Common	100%
World Kitchen (GHC), LLC	1	WKI Holding Company, Inc.	100 Units	100%
EKCO Manufacturing of Ohio, Inc.	2	EKCO Housewares, Inc.	1 Common	100%
WKI Latin America Holding, LLC	1	World Kitchen, Inc.	100 Units	100%
World Kitchen, Inc.	3	WKI Holding Company, Inc.	100 Common	100%
CCPC FSC, Inc.	2	WKI Holding Company, Inc.	1,000 Common	100%
World Kitchen Canada, Inc.	C-75	WKI Holding Company, Inc.	26,000 Common	65%
World Kitchen (Australia) Pty. Ltd.	9	WKI Holding Company, Inc.	650,000 Ordinary	65%
World Kitchen (Asia Pacific) PTE Ltd. (formerly CCPC (Asia) PTE LTD)	7	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	2,683,201	65%
World Kitchen (Korea) Co. Ltd. (formerly CCPC Korea Co., Ltd.)	000101	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	100	65%
	000102	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	100	
	000103	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	100	



<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
	001001	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	1,000	
	001002	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	1,000	
	001003	WKI Holding Company, Inc. (formerly Corning Consumer Products Company)	1,000	
World Kitchen Canada (EHI), Inc.	C-8	EKCO Housewares, Inc.	6,161.308	65%
	C-12	EKCO Housewares, Inc.	2,563.239	
WKM, S. de R.L. de C.V.	1	World Kitchen, Inc.		65%
World Kitchen Mexico S.de R.L. de CV	1	World Kitchen, Inc.		65%
World Kitchen (UK) Limited	7	EKCO Housewares, Inc.	3,690,048 Ordinary	65%
	5	EKCO Group, LLC (successor by merger to EKCO Group, Inc.)	33 Ordinary	
Duckwall-Alco Stores, Inc.	C3716	EKCO Housewares, Inc.	462 Common	N/A
	C0538	EKCO Housewares, Inc.	289 Common	
	C2972	EKCO Housewares, Inc.	19 Common	
Value Merchants, Inc.	VM15726	EKCO Cleaning, Inc. (fka Kellogg Brush Co.)	3826 Common	N/A
Value Merchants, Inc.	VM13205	EKCO Housewares, Inc.	627 Common	N/A
Integrated Circuits Unlimited	187	EKCO Group, Inc. (fka Centronics Data Computer Corp., now known as EKCO Group, LLC)	38,012.27 Preferred Capital	N/A
Paladin Computer Systems, Inc.	54	EKCO Group, Inc. (fka Centronics Data Computer Corp., now known as EKCO Group, LLC)	4,520 Preferred	N/A

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
Special Sales Corporation	2	EKCO Housewares, Inc.	25,000 Common	N/A

**DEBT SECURITIES**

Intercompany Note, dated January 31, 2003, made by the Obligors identified on Schedule I thereto, to the order of each applicable Payee.

ADDITIONAL COLLATERAL FOR WHICH THE APPLICABLE  
CERTIFICATES OR INSTRUMENTS WILL NOT BE DELIVERED,  
BUT WHICH COLLATERAL WILL BE PLEDGED

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>
Albertson's Inc.	PX68015	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	PX56229	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	PX105639	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	5 Common
Dayton Hudson Corp.	103596	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	3 Common
	65280	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	97322	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	2 Common
Food Lion, Inc.	FLA11495 5	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
K Mart Corp.	DU727387	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	DU765639	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
The Kroger Company	CB482908	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	4 Common
McKesson Corp.	ZQ14283	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	ZQ25476	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
River Oaks Industries	FBU5027	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Sears Roebuck and	MG652292	EKCO Group, LLC (survivor by	1 Common

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>
Co.		merger to EKCO Group, Inc.)	
Smith's Food & Drug Centers, Inc.	SS2129	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
The Stanley Works	HU 126107	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	HA167302	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Super Value Stores, Inc. (reissued as SuperValu, Inc.)	SN49510 (reissued as ZQ036952)	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Venture Stores, Inc.	V44374	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Wal-Mart Stores, Inc.	SL296017	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	SL327660	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	SL720216	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	2 Common
Winn-Dixie Stores, Inc.	WDA83480	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
	SDF63423	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Kroger Equity, Inc.	KE2767	EKCO Group, LLC (survivor by merger to EKCO Group, Inc.)	1 Common
Richey Electronics (Brajdas Corp.)	L21717	EKCO Group, LLC (survivor by merger to EKCO Group, Inc. (fka Centronics Data Computer Corp.))	2 Common
Israel Bank of Agriculture, Ltd. 7-1/2% registered subordinated capital note due 2003	RU6866	EKCO Group, LLC (survivor by merger to EKCO Group, Inc. (fka Kellogg Brush Mfg., Co.))	\$1,000

COMMERCIAL TORT CLAIMS

**COMMERCIAL LIABILITY:**

**World Kitchen, Inc. v. Poff Plastics**

**Court: Lawsuit imminent**

**Location: Monroe, Ohio**

**Case #:**

**Claim: Unpaid Invoice**

**Damages: \$10,900**

**Status: Counsel Hired – Demand Letter Sent**

**Contact: Paul Heinrich, Poff Plastics Corp, 203 Garver Road, Monroe, OH 45050**

**GENERAL LIABILITY – Property Damage:**

**World Kitchen, Inc. v. Evanston Insurance Company, 10 Parkway North, Deerfield, IL  
60015**

**Court: Lawsuit imminent**

**Location: Orlando Fl**

**Case #: 01-7752**

**Claim: Building and inventory damage due to car crashing through store front**

**Damages: \$56,982.00**

**Status: Demand Letter Sent**

EXCLUDED INVENTORY

Inventory, fixtures and furniture located at the following locations:

ALABAMA

155	Lee County	USA Factory Stores 1220 Fox Run Pkwy. Suite #D-1 Opelika, AL 36803	East Central Alabama Exit 62 off of I85 334-749-3211
-----	------------	---	--

ARIZONA

078	Pinal County	Tanger Outlet Center 2300 Tanger Dr., Suite #149 Casa Grande, AZ 85222	South Central Arizona I-10, Exit 198 520-426-9199
-----	--------------	--	---

ARKANSAS

074	Garland County	Temperance Hill Square 4332-J Central Avenue Hot Springs, AR 71913	Central Arkansas 45 Miles SW of Little Rock 501-525-4570
-----	----------------	--	--

CALIFORNIA

021	San Diego County	Viegas Outlet Center 5005 Willows Road, Suite #C206 Alpine, CA 91901	I-8, 40 miles East of San Diego 619-659-0669
-----	------------------	--	---

051	Sacramento County	Folsom Factory Outlets 13,000 Folsom Blvd. #501 Folsom, CA 95630	Northern California 20 Miles NE of Sacramento 916-985-0275
-----	-------------------	--	--

084	Shasta County	Prime Outlets at Anderson 1905 State Highway 273 (I-15) Anderson, CA 96007	Northern California Lake Shasta Area 530-378-0410
-----	---------------	--	---

COLORADO

139	Douglas County	Prime Outlets at Castle Rock 5050 Factory Shops Blvd. Space #370 Castle Rock, CO 80104	20 Miles South of Denver 303-688-1551
-----	----------------	---	---

128	Jefferson County	Colorado Mills 14500 W. Colfax Ave.	303-279-8238
-----	------------------	--	--------------

Suite #517  
Lakewood, CO 80401

FLORIDA

007	Orange County	Quality Outlet Center 5545 International Drive Orlando, FL 32819	Central Florida Exit 30A off I4 407-345-0415
-----	---------------	--	--

GEORGIA

017	Banks County	Tanger Outlet Center I 168 Tanger Drive (I-85) Commerce, GA 30529	Northern Georgia 60 Miles NE of Atlanta 706-335-7184
009	Lowndes County	Lake Park Mill Store Plaza 5165 Mill Store Road (I-75) Lake Park, GA 31636	Southern Georgia Exit 5 off I-75 15 Miles South of Valdosta 229-559-4108
054	Chatham County	Savannah Festival Factory Stores 11 Gateway Boulevard South (I95) Suite #2 Savannah, GA 31419	Georgia Coast Exit 94 off of I-95 912-927-4749

INDIANA

031	Steuben County	Prime Outlets at Fremont 655 W. State Road 120 Suite #7 Fremont, IN 46737	50 Miles North of Ft. Wayne 219-833-1572
-----	----------------	--	---

KANSAS

212	Johnson County	Great Mall of the Great Plains 20162 West 151 <sup>st</sup> Street Space #162 Olathe, KS 66061	913-393-2810
-----	----------------	---	--------------

LOUISIANA

227	Ascension County	Chicago Cutlery Etc. Tanger Outlet Center 2400 Tanger Blvd., Suite #141 Gonzales, LA 70737	Exit 177 off I-10 225-647-6000
-----	------------------	---	-----------------------------------

MICHIGAN

075	Saint Clair County	Horizon Outlet Center 1661 Range Road, Suite #A180 Kimball, MI 48074	Border of Port Huron Exit 269 off I-94 810-364-6662
112	Steele County	Medford Outlet Center 6750 W. Frontage Rd. Suite #426 Medford, MN 55049	Southeast Minnesota 55 Miles South of Minneapolis 507-451-2414

MISSISSIPPI

175	Warrant County	Vicksburg Factory Outlets 4000 South Frontage Road Space #104 Vicksburg, MS 39180	Exit 5B off of I 20 45 Miles West of Jackson 601-634-0443
-----	----------------	--	---

MISSOURI

149	Scott County	Sikeston Factory Outlet Stores 100 Outlet Drive, Space #15 Sikeston, MO 63801	Southeast Missouri Located on I55 573-472-6272
-----	--------------	---	--

NEBRASKA

122	Sarpy County	Nebraska Crossing Factory Stores 14333 S. Highway 31, Suite #E-119 Gretna, NE 68028	I80 - Exit 432 402-332-3720
-----	--------------	---	--------------------------------

NEW JERSEY

002	Hunterdon County	Liberty Village Premium Outlets Liberty Village #85 Flemington, NJ 08822	Rt. 12 West Central NJ 50 Miles SW of NYC 908-782-1666
-----	------------------	--	---

NEW YORK

169	Westchester County	Manuf. O/C of Westchester Co. 195 North Bedford Road Mt. Kisco, NY 10549	Route 117 One hour from NYC 914-242-5944
-----	--------------------	--	--

NORTH CAROLINA

217	Alamance County	Burlington Manufacturer's O/L Center 2389 Corporation Parkway Bay 7-01 Burlington, NC 27215	336-222-8929
-----	-----------------	--	--------------



125	Wake County	Prime Outlets at Morrisville 1001 Airport Boulevard Space #422 Morrisville, NC 27560	North Central NC 10 Miles West of Raleigh 919-467-5654
-----	-------------	---	--

OHIO

028	Portage County	Aurora Premium Outlets 549 S. Chillicothe Road, Suite #90 Aurora, OH 44202	Northeast Ohio 25 Miles SE of Cleveland 330-562-5216
-----	----------------	--	--

174	Wayne County	Corning Revere Factory Store 140 S. Walnut Street Wooster, OH 44691	330-262-4200
-----	--------------	---	--------------

OREGON

161	Jackson County	Pear Tree Factory Stores 205 Fern Valley Road Suite H Medford, OR 97501	SW Oregon/30 Miles N of Calif. Border/5 Miles South of Medford 541-535-4494
-----	----------------	--	--

TEXAS

91	Hill County	Prime Outlets at Hillsboro 104 Interstate Hwy 35 NE (I-35) Suite #123 Hillsboro, TX 76645	55 Miles S. of Dallas 254-582-7326
----	-------------	--	---------------------------------------

UTAH

210	Salt Lake County	Factory Stores of America 12101 Factory Outlet Dr., Suite #117 Draper, UT 84020	I-15, Exit 295 801-553-2251
-----	------------------	---	--------------------------------

VIRGINIA

048	Waynesboro County	Waynesboro Outlet Village 601 Shenandoah Village Dr. Box 12D Waynesboro, VA 22980	Western Virginia Central Shenandoah Valley 540-942-5030
-----	-------------------	--	---

Schedule 4.06(d)  
to Guarantee and  
Collateral Agreement

Lockbox Account Number 0095395, located at Harris Bank, Chicago, Illinois

REGISTERED COPYRIGHTS

WKI Holding Company, Inc.

None.

REGISTERED COPYRIGHTS

World Kitchen, Inc.

None.

REGISTERED COPYRIGHTS

WKI Latin America Holding, LLC

None.

REGISTERED COPYRIGHTS

World Kitchen (GHC), LLC

None.

REGISTERED COPYRIGHTS

EKCO Group, LLC

None

REGISTERED COPYRIGHTS

EKCO Housewares, Inc.

Copyrights

Pig and Fence	VA 819-512	12/1/2071
Dog and Bowl	VA 819-509	12/1/2071
Frog and Lily Pad	VA 819-508	12/1/2071
Fish and Splash	VA 819-511	12/1/2071
Kitten and Basket	VA 815-989	12/1/2071
Ostrich Feather Duster	VA 939-768	9/1/2073
Bird Squeegee	VA 939-835	9/1/2073
Brush-A-Saurus	VA 911-056	9/15/2072
Giraffe Long Handle Brush	VA 911-061	12/15/2072
Alligator Manicure Brush	VA 911-060	12/15/2072
Porcupine Brush	VA 911-059	12/15/2072
Fish Sponge Holder	VA 911-057	12/15/2072
Kangaroo Sponge Holder	VA 911-058	12/15/2072



REGISTERED COPYRIGHTS

EKCO Manufacturing of Ohio, Inc.

None.

TRADEMARK/TRADE NAMES

WKI Holding Company, Inc. is the registered owner of the following trademarks:

Trademark	Status/CI	Reg./Ser. No.	Country Name
AUTUMN IN HANOVER	Pend. Cl. 21	S/N 76/458,169	US
BEST MADE CUTTING TOOLS IN THE WORLD	Pending / 08	517,222	Canada
BIO CURVE	Reg'd. Cl. 8	330,317	Canada
CHEMISE	Pend.	S/N 76/458,170	US
CHICAGO CUTLERY (Barbecue Tools)	Pending	S/N 76/460,468	US
CHICAGO CUTLERY	Pend.	Not known as yet	Canada
CHICAGO CUTLERY	Pend.	Not known as yet	China
CHICAGO CUTLERY	Reg'd. Cl. 8	655,162	Mexico
CHICAGO CUTLERY	Reg'd. Cl. 8	655,161	Mexico
CHICAGO CUTLERY PURSUIT	Pend. Cl. 8	S/N 76/258,578	US
CHICAGO CUTLERY WOODWORKS	Pend. Cl. 8	S/N 76/322,015	US
CLASSIC CAFÉ	Pend.	S/N 76/458,172	US
CORELLE (Service Mark)	Pend. Cl. 35	S/N 76/374,569	US
CORELLE (Service Mark)	Pend.	Not known as yet	Canada
CORELLE COORDINATES	Pend. Cl. 21	S/N 76/442,134	US
CREATIONS (CorningWare)	Pend.	1,129,865	Canada
GEL-E	Pend.	S/N 76/347,949	US
GOOD GRIPS	Reg. Cl. 8	1,653,364	Argentina
GOOD GRIPS	Reg. Cl. 21	1,653,365	Argentina
GOOD GRIPS	Pend. 8 & 21	AM59/2001	Austria
GOOD GRIPS	Reg. 8 & 21	581,323	Benelux
GOOD GRIPS	Pend. Cl. 8	S/N 823548759	Brazil
GOOD GRIPS	Pend. Cl. 21	S/N 823548740	Brazil
GOOD GRIPS	Registered	444,588	Canada
GOOD GRIPS	Pend. Cl. 8	S/N 9900113293	China
GOOD GRIPS	Pend. Cl. 21	S/N 9900113292	China
GOOD GRIPS	Reg. Cl. 8	241,080	Colombia
GOOD GRIPS	Reg. Cl. 21	241,079	Colombia
GOOD GRIPS	Reg. 8 & 21	2011/04969	Denmark
GOOD GRIPS	Pend. 8,16,21	T200200020	Finland
GOOD GRIPS	Reg. 8 & 21	95/591440	France
GOOD GRIPS	Reg. 8,9 & 21	39540846.4	Germany
GOOD GRIPS	Pend. 8 & 21	S/N 146,019	Greece
GOOD GRIPS	Pend. Cl. 8	S/N 145,510	Israel
GOOD GRIPS	Pend. Cl. 21	S/N 145,509	Israel
GOOD GRIPS	Pend. 8 & 21	S/N 6660/2001	Korea
GOOD GRIPS	Reg. Cl. 21	561,395	Mexico
GOOD GRIPS	Reg. Cl. 8	561,394	Mexico
GOOD GRIPS	Reg. Cl. 8	259,060	New Zealand
GOOD GRIPS	Reg. Cl. 21	259,059	New Zealand
GOOD GRIPS	Pend. 8 & 21	S/N 2001/00601	Norway

GOOD GRIPS	Reg. Cl. 8	74,465	Peru
GOOD GRIPS	Reg. Cl. 21	71,055	Peru
GOOD GRIPS	Pend. 8 & 21	S/N 35,3382	Portugal
GOOD GRIPS	Pend. Cl. 8	S/N 68,915	Saudi Arabia
GOOD GRIPS	Pend. Cl. 21	S/N 68,916	Saudi Arabia
GOOD GRIPS	Reg. Cl. 21	96/02800	So. Africa
GOOD GRIPS	Reg. Cl. 8	0	So. Africa
GOOD GRIPS	Pend. Cl. 8	S/N 2,381,892	Spain
GOOD GRIPS	Pend. Cl. 21	S/N 2,381,893	Spain
GOOD GRIPS	Pend. 8 & 21	S/N 01-00100	Sweden
GOOD GRIPS	Pend 8 & 21	S/N 00214/2001	Switzerland
GOOD GRIPS	Pending / 08	S/N 90001815	Taiwan
GOOD GRIPS	Pending / 21	S/N 90001816	Taiwan
GOOD GRIPS	Reg.8,9,20,21	2,139,983	UK
GOOD GRIPS	Pend. Cl. 8	S/N 708-2001	Venezuela
GOOD GRIPS	Reg. Cl. 21	709-2001	Venezuela
GOOD GRIPS	Pending	S/N 21633-2001	Venezuela
GRILLA GEAR	Pend. 8,9,21,25	S/N 783,964	Australia
GRILLA GEAR	Pend.	S/N 836,975	Canada
GRILLA GEAR	Reg.8,9,21,25	2,191,001	UK
GRILLA GEAR	Reg. Cl. 8	B11052/2001	Hong Kong
GRILLA GEAR	Reg. Cl. 21	B12659/2001	Hong Kong
GRILLA GEAR	Reg.	4,546,521	Japan
GRILLA GEAR	Pend. Cl. 21	S/N 2000-44311	Korea
GRILLA GEAR	Reg.	699,565	Mexico
GRILLA GEAR	Reg. Cl. 8	959,836	Taiwan
GRILLA GEAR & DESIGN	Pend.	S/N 836,977	Canada
GripClip	Pend. Cl. 9	S/N 75/759,268	US
HAND SAVER	Reg.	530,001	Canada
JOE GRILLA	Reg.	524,762	Canada
LUXE	Pend. Cl. 21	S/N 76/470,878	US
MAGNALITE CLASSIC	Reg. Cl. 21	2,534,193	US
OLO	Reg. Cl. 8	2,487,483	US
OXO (Office Products)	Pending	S/N 76/105,460	US
OXO (Retail Store Services)	Pend	S/N 76/398,048	US
OXO	Pend. Cl. 21	S/N 2306121	Argentina
OXO	Pend. Cl. 8	S/N 2056635	Argentina
OXO	Pend. Cl. 21	S/N 2056636	Argentina
OXO	Reg. Cl. 8&21	702,795	Australia
OXO	Reg. Cl. 8&21	197,417	Austria
OXO	Reg. Cl. 8&21	582,481	Benelux
OXO	Pend. Cl. 8	S/N 823045951	Brazil
OXO	Pend. Cl. 21	S/N 823045943	Brazil
OXO	Registered	445,556	Canada
OXO	Pending / 21	S/N 1086850	Canada
OXO	Reg. Cl. 8	590,836	Chile
OXO	Reg. Cl. 21	590,835	Chile
OXO	Pending / 21	app# 900113291	China
OXO	Pending / 08	app# 900113290	China

OXO	Pending / 21	app# 00061947	Colombia
OXO	Pending / 08	app# 00061946	Colombia
OXO	Reg. 8 & 21	4608/1997	Denmark
OXO	Reg. 8 & 21	209,291	Finland
OXO	Reg. 8 & 21	00/3046105	France
OXO	Reg. 8 & 21	95,591,439	France
OXO	Reg. 8,9,&21	39,540,847	Germany
OXO	Reg. 8 & 21	30,059,913	Germany
OXO	Reg. 8 & 21	133,259	Greece
OXO	Pend. Cl. 8	S/N 2001/4324	Hong Kong
OXO	Pend. Cl. 21	S/N 2001/4325	Hong Kong
OXO	Reg. Cl. 8	140,341	Israel
OXO	Reg. Cl. 21	140,340	Israel
OXO	Pend. 8 & 21	SN RM97C001644	Italy
OXO	Reg. Cl. 19	2,478,082	Japan
OXO	Reg. Cl. 13	2,494,871	Japan
OXO	Pend. 8 & 21	S/N 40192/2000	S. Korea
OXO	Pend. Cl. 21	S/N 272,619	Mexico
OXO	Reg. Cl. 8	561,393	Mexico
OXO	Reg. Cl. 8	259,057	New Zealand
OXO	Reg. Cl. 21	259,058	New Zealand
OXO	Reg. Cl. 8&21	191,688	Norway
OXO	Reg. Cl. 8	69,081	Peru
OXO	Reg. Cl. 21	69,656	Peru
OXO	Pend. Cl. 8	SN2001-0003110	Philippines
OXO	Pend. Cl. 21	SN2001-0003110	Philippines
OXO	Reg. Cl. 8&21	323,389	Portugal
OXO	Reg. Cl. 8	583/11	Saudi Arabia
OXO	Reg. Cl. 21	583/12	Saudi Arabia
OXO	Pend. Cl. 8	S/N T01/03961D	Singapore
OXO	Pend. Cl. 21	S/N T01/03962B	Singapore
OXO	Pend. Cl. 8	S/N 96/02798	So. Africa
OXO	Pend. Cl. 21	S/N 96/02799	So. Africa
OXO	Reg. Cl. 8	2,198,187	Spain
OXO	Reg. Cl. 21	2,088,269	Spain
OXO	Reg. Cl. 8&21	329,519	Sweden
OXO	Reg. Cl. 8&21	445,225	Switzerland
OXO	Pend. Cl. 8	S/N 89044200	Taiwan
OXO	Pend. Cl. 21	S/N 89044201	Taiwan
OXO	Pend. Cl. 8	S/N 458139	Thailand
OXO	Pend. Cl. 21	S/N 458140	Thailand
OXO	Pend. Cl. 8	S/N 14197-2000	Venezuela
OXO	Pend. Cl. 21	S/N 14198-2000	Venezuela
OXO	Pend. Cl. 43	S/N 21632-2001	Venezuela
OXO STEEL	Pend. 8 & 21	S/N 76/211,684	US
PRO-LOAD	Published	S/N 1046011	Canada
REVERE (Service Mark)	Pend. Cl. 35	S/N 76/374,450	US
REVERE Classic	Pending	Not known as yet	US
REVERE Convenience	Pending	Not known as yet	US

SANGRIA	Pend.	S/N 76/458,173	US
SIMPLY WHITE	Pend. Cl. 21		Australia
SIMPLY WHITE	Pending		Canada
SIMPLY WHITE	Pending	S/N 654,249	New Zealand
SOFTWORKS	Reg. 8 & 21	822,551	Australia
SOFTWORKS	Pending	S/N 1061534	Canada
SOFTWORKS	Pend. 8,9,21	S/N 1,496,264	Euro. Comm.
STEAKHOUSE BASICS	Reg. Cl. 8	2,580,269	US
SUMMER CITRUS	Pend.	S/N 76/458,171	US
ULTRA MAX	Registered	TMA471277	Canada
UPLIFT	Pending	S/N 1093279	Canada

Tradenames:

None.

WKI Holding Company, Inc. licenses the following trademarks:

### Trademark Licenses

Trademark	Status/Cl	Reg./Ser. No.	Country Name	Proprietor
CORNING WARE (Licensed from Corning, Inc.)	Registered	990,158	US	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	1,144,221	US	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	1,728,788	Argentina	Corning Incorporated Corporation
CORNING WARE & Des. (Licensed from Corning)	Registered	189640	Australia	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	441,512	Canada	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	215,353	Canada	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	195,033	Colombia	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	417,364	E. Germany	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	66994-346-145	Guatemala	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	56,321	Honduras	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	B2797/1986	Hong Kong	Corning Incorporated Corporation
CORNING WARE (Licensed from	Pending	521,761	India	Corning Incorporated Corporation

Corning, Inc.)				
CORNING WARE (Licensed from Corning, Inc.)	Registered	342,502	Indonesia	Corning Incorporated Corporation
CORNING WARE (Katakana) (Licensed- Corning)	Registered	2600637	Japan	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	1,957,43 4	Japan	Corning Incorporated Corporation
CORNING WARE (Korean Char.)(Licensed- Corning)	Registered	183272	Korea (So.)	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	5019992 911	Korea (So.)	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	84/B0354 4	Malaysia	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	398,453	Mexico	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	607,436	Mexico	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	607,438	Mexico	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	607,437	Mexico	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Pending	S/N 358,531	Mexico	Corning Incorporated Corporation
CORNING WARE & Des. (Licensed from Corning)	Registered	B3516R	New Guinea	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	103,196	New Zealand	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	105,426	Pakistan	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	55218	Panama	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	52810	Peru	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	35971	Philippines	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	23878	Puerto Rico	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	2916/66	So. Africa	Corning Incorporated Corporation
CORNING WARE (Chinese Charc.)	Registered	B6409/84	Singapore	Corning Incorporated Corporation

(Licensed)				
CORNING WARE (Licensed from Corning, Inc.)	Registered	T84/0325 9J	Singapore	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	48291	Sri Lanka	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	285590/K OR33050	Thailand	Corning Incorporated Corporation
CORNING WARE (Licensed from Corning, Inc.)	Registered	95751F	Venezuela	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	2214252	US	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	2,553,06 6	US	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Pend.	S/N 78/121,0 09	US	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	126840	Austria	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	458627	Benelux	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	369586	Chile	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	4879/199 0	Denmark	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	111120	Finland	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	1523191	France	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	1166324	W. Germany	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	B137924 8	Great Britain	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	130937	Ireland	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	569622	Italy	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	145743	Norway	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	254974	Portugal	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	1315206	Spain	Corning Incorporated Corporation

CORNINGWARE (Licensed from Corning, Inc.)	Registered	222183	Sweden	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	371917	Switzerland	Corning Incorporated Corporation
CORNINGWARE (Licensed from Corning, Inc.)	Registered	498541	Taiwan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	115846	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	311001	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	195029	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	153430	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	417987	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	317096	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	182301	US	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	Docketed	Aden/Yeme n	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,370	Afghanistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	42,289	Algeria	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	165,247	Angola	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	973,763	Argentina	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,372,53 0	Argentina	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	968,721	Argentina	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,374	Armenia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,375	Armenia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	12,911	Aruba	Corning Incorporated Corporation
PYREX (Licensed from	Registered	A392520	Australia	Corning Incorporated Corporation



Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Registered	A392519	Australia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	950,677	Azerbaijan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	950,679	Azerbaijan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2,145	Bahamas	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	BUK634	Bahrain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	BUK867	Bahrain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,125	Bangladesh	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,127	Bangladesh	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	773	Barbados	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2,567	Belarus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2,570	Belarus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	097338	Benelux	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2,682	Bermuda	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3790C/37 241A	Bolivia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	67/1219	Bophuth.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3398/59	Bophuth.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Bosnia/Her z.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	153	Botswana	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	0024417 80	Brazil	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	0023629 29	Brazil	Corning Incorporated Corporation
PYREX (Licensed from	Registered	0323036	Brazil	Corning Incorporated Corporation

(Licensed from Corning, Inc.) PYREX	Registered	267/5731 3	Canada	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	91/22071	Canada	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	150220	Canada	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	165247	Cape Verde	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	1,000,42 8	Cayman Isles.	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	375061	Cayman Isles.	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	819897	Cayman Isles.	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	347129	Chile	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	352818	Chile	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	356723	Chile	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	1125280	China	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	844763	China	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	10784	Colombia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	84217	Colombia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	5249/382 7	Costa Rica	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	5249/382 8	Costa Rica	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	30901	Croatia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	n/a	Croatia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	47262	Cuba	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	35916	Cuba	Corning Incorporated Corporation

PYREX (Licensed from Corning, Inc.)	Registered	4073	Cyprus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	4076	Cyprus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	4075	Cyprus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	4074	Cyprus	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	93209	Czech. Rep.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	738/1971	Denmark	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	557	Dominica	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	n/a	Dom. Rep.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14915	Dom. Rep.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	16/37	Ecuador	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	24160	Egypt	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	46307	Egypt	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	07228	Estonia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	07227	Estonia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1057/77	Ethiopia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Fiji Islands	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14890	Finland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	61162	Finland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,581,09 7	France	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3531	Georgia	Corning Incorporated Corporation
PYREX (Licensed from	Registered	2841	Georgia	Corning Incorporated Corporation

Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Registered	DD639170 W48471	E. Germany	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	DD639172 W48472	E. Germany	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	917893	W. Germany	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	388816	W. Germany	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	918920	W. Germany	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5791	Ghana	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	375061	Gibraltar	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	439067	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	758240	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1275412	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2,251,95 5	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,000,42 8	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	819897	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	795306	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	909369	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	909370	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	586716	Gr. Britain	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	15273	Greece	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	39727	Greece	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	48229	Greece	Corning Incorporated Corporation
PYREX (Licensed from	Registered	4182/148 /19	Guatemala	Corning Incorporated Corporation

(Licensed from Corning, Inc.) PYREX	Registered	/19 375061	Guernsey	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	165247	Guinea/Biss au	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	125	Guinea Rep.	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	3231A	Guyana	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	55449	Honduras	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	2330	Honduras	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	21/1952	Hong Kong	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	1606/198 4	Hong Kong	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	123511	Hungary	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	121868	Hungary	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	393/1982	Iceland	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	48/1951	Iceland	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	103,197	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	S/N 800,707	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	S/N 800,708	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	S/N 800,709	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	182990	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	390937	India	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	270466	Indonesia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	8660	Iran	Corning Incorporated Corporation

PYREX (Licensed from Corning, Inc.)	Registered	35227	Iran	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	218,061	Ireland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	S/N 004463	Ireland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	11772	Israel	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	12030	Israel	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	436219	Italy	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5756	Jamaica	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	498553	Japan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1246265	Japan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	948590	Japan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	111082	Japan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	972082	Japan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	308	Jersey	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1634	Jordan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3595	Kazakhstan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3596	Kazakhstan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5370	Kenya	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	S/N 44500	Kenya	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	S/N 44499	Kenya	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	654	So. Korea	Corning Incorporated Corporation
PYREX (Licensed from	Registered	51712	So. Korea	Corning Incorporated Corporation

Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Registered	14902	So. Korea	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1722	Kuwait	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	846	Kyrgyzstan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	849	Kyrgyzstan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Latvia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	15298	Latvia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	69575	Lebanon	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	778A	Lesotho	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	81196/12 8	Liberia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Libya	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Libya	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	6361	Lithuania	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	7922	Lithuania	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Macedonia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5453	Mali	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5124	Malta	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5125	Malta	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5122	Malta	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5123	Malta	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	334	Mauritius	Corning Incorporated Corporation
PYREX (Licensed from	Registered	1187/195 8	Malawi	Corning Incorporated Corporation

(Licensed from Corning, Inc.) PYREX		8		Corporation
(Licensed from Corning, Inc.) PYREX	Registered	M/20833	Malaya	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	M/20831	Malaysia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	M/20834	Malaysia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	M/20833	Malaysia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	M/30832	Malaysia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	455784	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	144930	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	650,254	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	35320	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	35515	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	607434	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	607435	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	607433	Mexico	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	3262	Moldova	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	3256	Moldova	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	46977	Morocco	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	n/a	Mozambiqu e	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	3678/199 7	Myanmar	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	2513/52/ 1	Namibia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	2513/52/ 2	Namibia	Corning Incorporated Corporation



PYREX (Licensed from Corning, Inc.)	Registered	3830/56	Namibia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2644	Neth. Antilles	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	65507	New Zealand	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	65506	New Zealand	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	16072	New Zealand	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3168	Nicaragua	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	7036	Nigeria	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	117053	Norway	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	None	Oman	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14313	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	S/N 134868	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	S/N 134956	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14323	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14314	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	14316	Pakistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	25198	Panama	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	63007	Panama	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Docketed		Papua NG	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	165601	Paraguay	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	195705	Paraguay	Corning Incorporated Corporation
PYREX (Licensed from	Registered	12306	Peru	Corning Incorporated Corporation

Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Registered	14365	Peru	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2711	Philippines	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2657	Philippines	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	35777	Poland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	142669	Portugal	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	165247	Portugal	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	15679	Puerto Rico	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2807	Puerto Rico	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1555	Qatar	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2R2648	Romania	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2240	Russia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	83315	Russia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5175	Sabah	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5233	Sabah	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	76 Book 148	El Salvador	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	93	Samoa	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	94	Samoa	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	92	Samoa	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	165247	Saotome/P R	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	280/51	Saudi Arabia	Corning Incorporated Corporation
PYREX (Licensed from	Registered	5/48	Saudi Arabia	Corning Incorporated Corporation

(Licensed from Corning, Inc.) PYREX	Registered	3,563	Arabia	Corporation
(Licensed from Corning, Inc.) PYREX	Pending	S/N T002044	Sierra Leone	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Pending	5Z T002044	Singapore	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	6H 8680299	Singapore	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	93209	Slovenia	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	525/97	Slovak Rep.	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	524/97	So. Africa	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	67/1219	So. Africa	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	36614	So. Africa	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	373253	Spain	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	374135	Spain	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	13530	Spain	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	43454	Sri Lanka	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	43453	Sri Lanka	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	2722	Sri Lanka	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	7386	Sudan	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	9/52	Surinam	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	360460	Swaziland	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	400284	Switzerland	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered	1751	Switzerland	Corning Incorporated Corporation
(Licensed from Corning, Inc.) PYREX	Registered		Tajikistan	Corning Incorporated Corporation

PYREX (Licensed from Corning, Inc.)	Registered	2298	Tajikistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	164497	Taiwan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	34254	Taiwan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	34874	Taiwan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	R 7583	Tangier	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	11046	Tanganyika	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	17255/11 944	Thailand	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Turkmenist an	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	308	Tonga	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	n/a	n/a	Tonga	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	n/a	n/a	Tonga	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	67/1219	Transkei	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	120/1951	Trinidad/To b.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	EE9606	Tunisia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	93271	Turkey	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	9873	UAE	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	UAE	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	2958	Uganda	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5119	Ukraine	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	5120	Ukraine	Corning Incorporated Corporation
PYREX (Licensed from	Registered	23126	Uruguay	Corning Incorporated Corporation

Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Registered	316609	Uruguay	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1802	Uzbekistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Pending	n/a	Uzbekistan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	1,000,42 8	Vanuatu	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	375061	Vanuatu	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	819897	Vanuatu	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	67/1219	Venda	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3398/59	Venda	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	28092	Venezuela	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3538	Yemen PDR	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	7918	Yemen PDR	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	7993	Yemen PDR	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	3537	Yemen PDR	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	4072	Yemen PDR	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	BAZR964 09	Yugoslavia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	212/97	Zimbabwe	Corning Incorporated Corporation

**STATE  
REGISTRATIONS  
FOR "PYREX"**

PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	100819	Alabama	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	294	Arkansas	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	15566	Arizona	Corning Incorporated Corporation

PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	18159	California	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	1985100 9702	Colorado	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	629	Connecticut	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 9	1998517 19	Delaware	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	900705	Florida	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	T-2166	Georgia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	5480	Iowa	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	1186	Idaho	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	11017	Illinois	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	5003-168	Indiana	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 21	None	Louisiana	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Registered	52069	Mass.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	75-4693	Maryland	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 21	1980007 6M	Maine	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	M33-027	Michigan	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	526	Minnesota	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	00072	Missouri	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	16448- 9904(1)	Montana	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	None	N. Carolina	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	12549	N. Dakota	Corning Incorporated Corporation
PYREX (Licensed from	Reg. Cl. 33	1967	Nebraska	Corning Incorporated Corporation

Corning, Inc.) PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	None	New Hamp.	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	991	New Mexico	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	22315	Nevada	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	R-28334	New York	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	31290	Oklahoma	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 21	T3606	Oregon	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	779395	Pennsylvani a	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	None	So. Dakota	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	None	Tennessee	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	6581	Texas	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	2221	Utah	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	None	Virginia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	1129	Vermont	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	578	Washington	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	1003940	W. Virginia	Corning Incorporated Corporation
PYREX (Licensed from Corning, Inc.)	Reg. Cl. 33	229196	Wyoming	Corning Incorporated Corporation
PYREX PORTABLES (Licensed from Corning, Inc.)	Reg. Cl. 21	2,032,88 2	US	Corning Incorporated Corporation

TRADEMARK/TRADE NAMES

World Kitchen, Inc. is the registered owner of the following trademarks:

Trademark	Status/Cl.	Reg./S/N No.	Country Name
1801 REVERE WARE & Design	Reg. 11 & 21	888,544	US
1801 REVERE WARE & Des.	Reg'd. Cl. 3	759,474	US
1801 REVERE WARE & Design	Registered / 20.25, 20.35	2,960,079	Brazil
ABUNDANCE	Reg'd. Cl. 21	1,774,259	US
ASPIRATIONS	Pend. Cl. 21	S/N 76/306,364	US
BAKE and SERVE & Design	Reg. Cl. 21	2,489,504	US
BAKE and SERVE & Design	Pending	S/N 883,500	Canada
Baker's Secret PRO	Reg'd. Cl. 21	1,897,549	US
BAKING CREATIONS	Pend. Cl. 21	S/N 76/102,485	US
BAR WORKS	Pend. 8 & 21	827,339	Australia
CELEBRATIONS COLLECTION	Reg'd. Cl. 21	2,070,676	US
CENTURA	Reg'd. Cl. 21	2,283,757	US
CENTURA	Reg'd. Cl. 21	771,137	US
CENTURA	Registered	A177,194	Australia
CENTURA	Reg. 17,20,21	97,335	Benelux
CENTURA	Reg'd. Cl. 21	1,540,021	France
CENTURA CLEAR	Reg'd. Cl. 21	2,283,758	US
CENTURA PRO	Reg'd. Cl. 21	2,403,540	US
CHEF'S PANTRY	Pend. Cl. 21	S/N 76/299,656	US
CHEF'S PREFERENCE	Pend. Cl. 21	S/N 855,685	Australia
CHEF'S PREFERENCE	Reg. Cl. 21	689,640	Mexico
CHEF'S PREFERENCE	Pend. Cl. 21	S/N 626,250	New Zealand
CHEF'S REQUEST	Reg'd. Cl. 21	2,602,621	US
CHEF'S REQUEST	Pend.	S/N 1,110,200	Canada
CHEF'S SUPREME	Pend. Cl. 21	S/N 76/197,771	US
CHEF'S SUPREME	Pend.	S/N 1,110,199	Canada
CLEAR ELEGANCE	Reg'd. Cl. 21	1,320,791	US
COMCOR	Reg'd. Cl. 21	1,312,374	US
COOK-IT-ALL	Reg'd. Cl. 21	2,304,756	US
COOKWARE YOU CAN COUNT ON	Reg. Cl. 21	2,226,049	US
COPPER CUISINE	Reg.	2,650,243	US
COPPER ELLIPSE	Reg. Cl. 21	2,462,661	US
COPPER ELLIPSE	Published	S/N 1,025,913	Canada
COPPER SELECT	Reg. Cl. 21	2,488,792	US
COPPER SELECT	Pend.	S/N 1,025,916	Canada
CORELLE	Reg'd. Cl. 21	861,362	US
CORELLE	Reg'd. Cl. 21	1,580,270	Argentina
CORELLE	Reg'd. Cl. 21	A226,514	Australia



CORELLE	Reg. 21,23,29	64,233	Austria
CORELLE	Reg. 17,20,21	97,349	Benelux
CORELLE	Reg'd. Cl. 20	007537743	Brazil
CORELLE	Registered	167,153	Canada
CORELLE	Reg.'d. 8 & 21	356,717	Chile
CORELLE	Reg'd. Cl. 21	144,318	Colombia
CORELLE	Reg'd. Cl. 21	122,663	Cuba
CORELLE	Reg'd. Cl. 21	1670/1969	Denmark
CORELLE	Reg'd. Cl. 21	1,446,186	France
CORELLE	Reg'd. Cl. 21	865,021	Germany
CORELLE	Reg'd. Cl. 21	41,218	Greece
CORELLE	Reg'd. Cl. 21	66,503,356,144	Guatemala
CORELLE	Reg'd. Cl. 21	53,588	Honduras
CORELLE	Reg'd. Cl. 21	1580/1984	Hong Kong
CORELLE	Reg'd. Cl. 21	521,762	India
CORELLE	Reg'd. Cl. 21	418,486	Indonesia
CORELLE	Reg'd. Cl. 21	89,284	Ireland
CORELLE	Reg'd. Cl. 21	551,551	Italy
CORELLE	Reg'd. Cl. 19	937,482	Japan
CORELLE	Reg.'d. Cl. 18	63,043	So. Korea
CORELLE (in Korean Characters)	Reg'd. Cl. 21	183,271	Korea
CORELLE	Pend. Cl. 21	Not known as yet	Kuwait
CORELLE	Reg'd. Cl. 21	84/3545	Malaysia
CORELLE	Reg'd. Cl. 33	320,810	Mexico
CORELLE	Reg'd. Cl. 21	A3513R	New Guinea
CORELLE	Reg'd. Cl. 21	198,428	New Zealand
CORELLE	Reg'd. Cl. 21	76,869	Norway
CORELLE	Pend. Cl. 21	S/N 27,126	Oman
CORELLE	Reg'd. Cl. 21	105,427	Pakistan
CORELLE	Reg'd. Cl. 21	55,217	Panama
CORELLE	Reg'd. Cl. 21	209,900	Paraguay
CORELLE	Reg'd. Cl. 21	27,805	Peru
CORELLE	Reg'd. Cl. 21	35,670	Philippines
CORELLE	Reg'd. Cl. 21	153,974	Portugal
CORELLE	Reg'd. Cl. 21	17,602	Puerto Rico
CORELLE	Pend. Cl. 21	S/N 74,652	Saudi Arabia
CORELLE	Reg'd. Cl. 21	3260/84	Singapore
CORELLE	Reg'd. Cl. 21	71/2894	So. Africa
CORELLE	Reg'd. Cl. 21	578,395	Spain
CORELLE	Reg'd. Cl. 21	48,293	Sri Lanka
CORELLE	Reg'd. Cl. 21	130,280	Sweden
CORELLE	Reg'd. Cl. 21	369,057	Switzerland
CORELLE	Reg'd. Cl. 21	164,494	Taiwan
CORELLE	Reg'd. Cl. 21	KOR18752	Thailand
CORELLE	Pend. Cl. 21	S/N 45,818	UAE
CORELLE	Reg'd. Cl. 21	935,490	UK
CORELLE	Reg'd. Cl. 21	F-069466	Venezuela
CORELLE in Chinese Characters	Reg'd. Cl. 21	T84/06408	Singapore
CORELLE in Chinese Characters	Reg'd. Cl. 75	164,496	Taiwan
CORELLE in Katakana	Reg'd. Cl. 19	1,870,876	Japan

CORELLE in Katakana	Reg'd. Cl. 19	1,858,299	Japan
CORELLE in Korean Characters	Reg'd. 8 & 21	183,271	So. Korea
CORELLE COORDINATES	Reg. Cl. 21	1,801,573	US
CORELLE COORDINATES	Pend. 8 & 21	S/N 76/180,333	US
CORELLE COORDINATES	Pend. Cl. 21	S/N 76/387,794	US
CORELLE COORDINATES	Reg. Cl. 21	792,310	Australia
CORELLE COORDINATES	Pending	1,022,572	Canada
CORELLE COORDINATES	Pending	Not known as yet	Canada
CORELLE IMPRESSIONS	Reg'd. Cl. 21	1,795,901	US
CORELLE IMPRESSIONS	Registered	424,186	Canada
CORNERSTONE	Reg'd. Cl. 21	1,225,100	US
CORNERSTONE	Reg'd. Cl. 21	A377,709	Australia
CORNFLOWER Design (Horizontal)	Reg'd. Cl. 21	A204,154	Australia
CORNFLOWER Design (Horizontal)	Registered	172,022	Canada
CORNFLOWER Design (Horizontal)	Registered	220,702	Canada
CORNFLOWER Design (Horizontal)	Reg.'d. Cl. 21	B972,764	UK
CORNFLOWER Design (Horizontal)	Reg'd. Cl. 19	766,833	Japan
CORNFLOWER Design (Horizontal)	Reg.'d. Cl. 21	66/3290	So. Africa
CORNFLOWER Design (Horizontal)	Reg'd. Cl. 21	892,030	US
CORNFLOWER Design (Vertical)	Registered	220,701	Canada
CORNFLOWER Design (Vertical)	Registered	172,020	Canada
CREATIONS (CorningWare)	Pend. Cl. 21	S/N 76/288,720	US
CREATIONS (CorningWare)	Pend.	900,889	Australia
CREATIONS (CorningWare)	Pend.	Not known as yet	New Zealand
Culinary Advantage	Reg'd. Cl. 21	855,686	Australia
Culinary Advantage	Reg. Cl. 21	689,640	Mexico
Culinary Advantage	Pend. Cl. 21	626,311	New Zealand
Culinary Supreme	Pend. Cl. 21	S/N 76/299,597	US
CUP Design	Reg. Cl. 21	470,210	So. Korea
DELICATE ARRAY	Pend. Cl. 21	S/N 76/460,467	US
DYNAMICS	Reg'd. Cl. 21	2,326,936	US
EKCO & DESIGN	Reg'd. Cl. 21	200,824	Colombia
EKCO & DESIGN	Reg'd. Cl. 14	391,781	So. Korea
EKCO & DESIGN	Reg'd. Cl. 26	391,782	So. Korea
EKCO & DESIGN	Reg'd. Cl. 34	388,779	So. Korea
EKCO & DESIGN	Reg'd. Cl. 25	416,464	So. Korea
EKCO & DESIGN	Reg'd. Cl. 37	452,625	So. Korea
EKCO & DESIGN	Reg. Cl. 8	2000/06548	Malaysia
EKCO & DESIGN	Reg. Cl. 21	2000/06549	Malaysia
EKCO & DESIGN	Reg'd. Cl. 8	194,633	Norway
EKCO & DESIGN	Reg'd. Cl. 21	200,678	Norway
EKCO & DESIGN	Reg'd. Cl. 21	419/21	Saudi Arabia
EKCO & DESIGN	Reg'd. Cl. 8	839,751	Taiwan
EKCO & DESIGN	Reg'd. Cl. 21	840,747	Taiwan
EKCO & DESIGN	Reg. 8,9,12,20 & 21	97,012,302	Turkey

EKCO COPPERELLE	Reg. Cl. 21	875,742	Taiwan
EKCO ENDURA	Reg'd. Cl. 21	875,740	Taiwan
EKCO GENERATIONS	Reg. Cl. 21	896,229	Taiwan
EKCO RADIANCE	Reg. Cl. 21	892,415	Taiwan
EKCO RESOLUTIONS	Reg. Cl. 21	893,441	Taiwan
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21	S/N 76/294,869	US
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8	S/N 2,361,708	Argentina
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 9	S/N 2,361,709	Argentina
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21	S/N 2,361,710	Argentina
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pen.8,9,20,21	S/N 887,163	Australia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Austria
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Bahrain
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Barbados
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Belgium
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8	S/N 824246110	Brazil
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 9	S/N 824246101	Brazil
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21	S/N 824246098	Brazil
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Canada
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend Cl. 9	S/N 543,176	Chile
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 20	S/N 543,177	Chile
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	China
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Colombia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8	S/N 61,140	Cyprus
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 9	S/N 61,141	Cyprus
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21	S/N 61,142	Cyprus
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Czech. Rep.
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Denmark
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Reg. Cl. 9	124,041	Dom. Rep.
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Reg. Cl. 21	124,075	Dom. Rep.
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Ecuador
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Finland
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	France
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Germany

EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Greece
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8		S/N 2001 14187	Hong Kong
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 9		S/N 2001 14188	Hong Kong
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21		S/N 2001 14189	Hong Kong
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Hungary
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Iceland
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	India
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8		D002002.00062.00062	Indonesia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 9		D002002.00061.00061	Qatar
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21		D002002.00060.00060	
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Ireland
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Italy
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Japan
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Kenya
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. 8,9,20,21		S/N 40 2001 57742	Korea
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Kuwait
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Reg. 8,9,20,21		12,325	Liechtenstein
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Luxembourg
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Malaysia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Netherlands
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	New Zealand
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Norway
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Oman
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Peru
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Philippines
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Poland
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		ECT	Portugal
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Qatar
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Saudi Arabia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Not known as yet	Singapore
EKCO & DESIGN (New Banner Flag Logo Yr. 2001)	Pend.		S/N 96-2233	Slovakia

Flag Logo-Yr. 2001)			
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Slovenia
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	So. Africa
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	ECT	Spain
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Sweden
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Switzerland
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.	Not known as yet	Taiwan
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 8	S/N 477,825	Thailand
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend. Cl. 21	S/N 479,471	Thailand
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		Turkey
EKCO & DESIGN (New Banner Flag Logo-Yr. 2001)	Pend.		UAE
EKCO & DESIGN	Pend. Cl. 21	S/N 76/335,711	US
EVERYDAY ADVANTAGE	Pend. Cl. 21	S/N 76/225,235	US
EVERYDAY ADVANTAGE	Pend.	S/N 1,103,247	Canada
EVERYDAY BASICS	Pend. Cl. 21	S/N 76/225,297	US
EVERYDAY BASICS	Pend.	S/N 1,103,844	Canada
EVERYDAY BASICS			Chile
EVERYDAY BASICS			Colombia
EVERYDAY BASICS			Dom. Rep.
EVERYDAY RADIANCE	Pend. Cl. 21	S/N 76/225,328	US
EVERYDAY RADIANCE	Pend.	S/N 1,103,844	Canada
EVERYDAY RADIANCE	Pend.		Chile
EVERYDAY RADIANCE	Pend.		Colombia
EVERYDAY RADIANCE	Pend.		Dom. Rep.
EVERYDAY NECESSITIES	Pend. Cl. 21	S/N 76/378,001	US
EXPRESSIONS	Registered	224,733	Canada
FOR PEOPLE ON THE GO	Reg. Cl. 21	2,296,640	US
FRENCH WHITE	Reg. Cl. 21	1,278,082	US
GOURMET SOLUTIONS	Pending	855,687	Australia
GOURMET SOLUTIONS	Pending	626,248	New Zealand
GRAB IT and Design	Reg. Cl. 21	1,268,013	US
GRAB-IT	Reg. Cl. 21	1,279,883	US
HOLLY DAYS	Reg. Cl. 21	1,318,203	US
INDEPENDENCE	Reg. Cl. 21	2,267,684	US
INDEPENDENCE	Reg. Cl. 21	580,551	Mexico
Independence-Pouring, Straining, Easy to Clean	Registered	TMA517,927	Canada
INSIGNIA	Pend. Cl. 8	76/089,335	US
JUST WHITE	Reg. Cl. 21	2,190,727	US
KITCHENTAINMENT	Pend. Cl. 42		US
LIBERATION	Registered	TMA527,462	Canada
LIBERATION	Reg. Cl. 21	2,302,686	US
MarGuard	Reg.	2,488,696	US
Measuring Cup Design (Pyrex)	Reg. Cl. 21	2,576,009	US

MICROMATE	Reg. Cl. 21	A313,820	Australia
Miscellaneous Design (Saucepan Design)	Reg. Cl. 21	1,421,962	US
Miscellaneous Design (Skillet Design)	Reg. Cl. 21	1,370,187	US
OCEAN DANCE	Reg. Cl. 21	2,564,505	US
ORIGINALS	Reg. Cl. 21	2,422,656	US
PAUL REVERE (Stylized)	Reg. Cl. 21	2,285,663	US
PAUL REVERE (Stylized)	Pend. Cl. 8	S/N 75/611,264	US
POP-INS	Reg. Cl. 21	2,298,697	US
POP-INS	Reg. Cl. 21	755,941	Australia
POP-INS	Registered	TMA513,858	Canada
POP-INS	Reg. Cl. 21	777,540	ECT
POP-INS	Reg. Cl. 21	ECT	Austria
POP-INS	Reg. Cl. 21	ECT	Belgium
POP-INS	Reg. Cl. 21	ECT	Benelux
POP-INS	Reg. Cl. 21	ECT	Denmark
POP-INS	Reg. Cl. 21	ECT	Finland
POP-INS	Reg. Cl. 21	ECT	France
POP-INS	Reg. Cl. 21	ECT	Germany
POP-INS	Reg. Cl. 21	ECT	Greece
POP-INS	Reg. Cl. 21	ECT	Ireland
POP-INS	Reg. Cl. 21	ECT	Italy
POP-INS	Reg. Cl. 21	ECT	Luxembourg
POP-INS	Reg. Cl. 21	ECT	Netherlands
POP-INS	Reg. Cl. 21	ECT	Portugal
POP-INS	Reg. Cl. 21	ECT	Spain
POP-INS	Reg. Cl. 21	ECT	Sweden
POP-INS	Reg. Cl. 21	ECT	UK
POP-INS	Reg. Cl. 21	12391	Hong Kong
POP-INS	Pend. Cl. 21	445,881	Indonesia
POP-INS	Reg. Cl. 21	40-455814	So. Korea
POP-INS	Pending / 21	app# MA/2717/98	Malaysia
POP-INS	Reg. Cl. 21	640,332	Mexico
POP-INS	Reg. Cl. 21	289,805	New Zealand
POP-INS	Reg. Cl. 21	T98/009351	Singapore
POP-INS	Reg. Cl. 21	845934	Taiwan
POURABLES	Reg. Cl. 21	2,483,412	US
POURABLES	Pend.	S/N 1,025,918	Canada
PROLINE	Reg. Cl. 21	2,544,484	US
REVERE (Service Mark)	Pend.	1,022,567	Canada
REVERE	Pend. Cl. 8	76/184,104	US
REVERE	Registered	1,560,531	US
REVERE	Registered	1,559,047	US
REVERE	Pend.	2,328,355	Argentina
REVERE	Reg. Cl. 21	448883	Benelux
REVERE	Reg. Cl. 21	814462260	Brazil
REVERE	Registered	UCA19612	Canada
REVERE	Registered	UCA635	Canada
REVERE	Reg. Cl. 21	366715	Chile
REVERE	Reg. Cl. 21	147,303	Colombia

REVERE	Reg. Cl. 21	122,723	Cuba
REVERE	Reg. Cl. 21	0005/1993	Denmark
REVERE	Reg. Cl. 21	1,483,645	France
REVERE	Reg. Cl. 21	B1354593	UK
REVERE	Reg. Cl. 21	90553	Greece
REVERE	Reg. Cl. 21	66632	Guatemala
REVERE	Reg. Cl. 21	53,587	Honduras
REVERE	Reg. Cl. 21	B02181/1992	Hong Kong
REVERE	Reg. Cl. 21	521759B	India
REVERE	Reg. Cl. 21	275658	Indonesia
REVERE	Reg. Cl. 21	128131	Ireland
REVERE	Reg. Cl. 21	546885	Italy
REVERE	Reg. Cl. 19	2,319,959	Japan
REVERE	Reg. Cl. 18	174056	So. Korea
REVERE	Reg. Cl. 21	89/8025	Malaysia
REVERE	Reg. Cl. 21	408,990	Mexico
REVERE	Reg. Cl. 21	198426	New Zealand
REVERE	Reg. Cl. 21	105,670	Pakistan
REVERE	Reg. Cl. 21	55216	Panama
REVERE	Reg. Cl. 21	51060	Philippines
REVERE	Reg. Cl. 21	249,820	Portugal
REVERE	Reg. Cl. 21	B8465/89	Singapore
REVERE	Reg. Cl. 21	1,270,963	Spain
REVERE	Reg. Cl. 21	58462	Sri Lanka
REVERE	Reg. Cl. 21	365,546	Switzerland
REVERE	Reg. Cl. 67	444952	Taiwan
REVERE	Reg. Cl. 13	145837	Thailand
REVERE	Pend. Cl. 2	app# 18063/90	Venezuela
REVERE	Reg. Cl. 21	2105020	Germany
REVERE	Published	app# 1022,567	Canada
REVERE	Registered	632,065	Mexico
REVERE	Registered	651,925	Mexico
REVERE	Registered	651,926	Mexico
REVERE Design	Registered	UCA19613	Canada
REVERE Design	Registered	445019	Taiwan
REVERE Chef's Preference	Pending	S/N 76/397,526	US
REVERE ELECTRICS	Pending	S/N 694,632	US
REVERE ELECTRICS	Pend.	1,013,301	Canada
REVERE ELECTRICS	Registered	661,012	Mexico
REVERE ELECTRICS	Reg. 7, 11, 21	792,309	Australia
REVERE ELECTRICS	Pending	app# 11-39366	Japan
REVERE ELECTRICS	Registered	476,333	So. Korea
REVERE ELECTRICS	Registered	661,013	Mexico
REVERE ELECTRICS	Registered	661,014	Mexico
REVERE ELECTRICS	Registered	470,444	So. Korea
REVERE ELECTRICS	Registered	474,083	So. Korea
REVERE NONSTICK & Design	Registered	TMA527,641	Canada
REVERE WARE	Registered	1,559,574	US
REVERE WARE	Registered	1,562,209	US
REVERE WARE	Pending	2.325.354	Argentina

REVERE WARE	Registered	A493573	Australia
REVERE WARE	Registered	448884	Benelux
REVERE WARE	Registered	814462308	Brazil
REVERE WARE	Pend.	1,022,566	Canada
REVERE WARE	Registered	387,147	Canada
REVERE WARE	Registered	366575	Chile
REVERE WARE	Registered	147296	Colombia
REVERE WARE	Registered	873/1990	Denmark
REVERE WARE	Registered	1483646	France
REVERE WARE	Registered	90554	Greece
REVERE WARE	Registered	66633	Guatemala
REVERE WARE	Registered	54051	Honduras
REVERE WARE	Registered	B03581/1992	Hong Kong
REVERE WARE	Registered	521768	India
REVERE WARE	Registered	275357	Indonesia
REVERE WARE	Registered	546886	Italy
REVERE WARE	Registered	2319960	Japan
REVERE WARE	Registered	174057	So. Korea
REVERE WARE	Registered	89/8024	Malaysia
REVERE WARE	Registered	479,253	Mexico
REVERE WARE	Registered	198427	New Zealand
REVERE WARE	Reg. Cl. 21	105,668	Pakistan
REVERE WARE	Registered	55213	Panama
REVERE WARE	Registered	51748	Philippines
REVERE WARE	Registered	249,819	Portugal
REVERE WARE	Registered	B8466/89	Singapore
REVERE WARE	Pending	app# 2165877	Spain
REVERE WARE	Registered	58461	Sri Lanka
REVERE WARE	Registered	365545	Switzerland
REVERE WARE	Registered	143033	Thailand
REVERE WARE	Pending	app# 17849/90	Venezuela
REVERE WARE	Registered	2105021	Germany
REVERE WARE	Published	app# 1022566	Canada
REVERE WARE	Registered	632,066	Mexico
REVERE WARE	Registered	655,342	Mexico
REVERE WARE	Registered	651,298	Mexico
REVERE WARE & Design	Registered	918,347	US
REVERE WARE & Design	Pending	2,328,356	Argentina
REVERE WARE & Design	Registered	376604	Switzerland
REVERE WARE & Design	Registered	2,165,878	Spain
REVERE WARE & Design	Registered	249,818	Portugal
REVERE WARE & Design	Registered	90555	Greece
REVERE WARE & Design	Registered	1540020	France
REVERE WARE & Design	Registered	70/2597	So. Africa
REVERE WARE & Design	Registered	448885	Benelux
REVERE WARE & Design	Registered	814462855	Brazil
REVERE WARE & Design	Registered	173,299	Canada
REVERE WARE & Design	Registered	872/1990	Denmark
REVERE WARE & Design	Registered	B945923	UK
REVERE WARE & Design	Registered	911137	Germany



REVERE WARE & Design	Registered	570204	Italy
REVERE WARE & Design	Registered	174058	So. Korea
REVERE WARE & Design	Registered	2188715	Japan
REVERE WARE & Design	Registered	2105019	Germany
REVERE WARE & Design	Pend. Cl. 21	S/N 75/783,537	US
REVERE WARE & Design	Published	S/N 1022570	Canada
REVERE WARE & Design	Registered	651,927	Mexico
REVERE WARE & Design	Registered	629,783	Mexico
REVERE WARE & Design	Registered	628,286	Mexico
REVERE WARE COPPER CLAD & Des.	Registered	72,235	Sweden
REVERE WARE COPPER CLAD & Des.	Registered	A210,848	Australia
REVERE WARE COPPER CLAD & Des.	Registered	A210,851	Australia
REVERE WARE COPPER CLAD & Des.	Registered	642,198	Germany
REVERE WARE in Thai Characters	Registered	150982	Thailand
REVEREWARE	Registered	647435	China
REVOLUTION	Reg. Cl. 21	2,251,847	US
Revolution Easy to Clean Inside	Reg.	TMA530,410	Canada
SHADOW IRIS	Reg. Cl. 21	1,791,668	US
SIMPLY WHITE	Pend. Cl. 21	S/N 76/318,792	US
SOFT SIDES	Reg. Cl. 8	1,846,051	Argentina
SOFT SIDES	Reg. Cl. 21	1,847,715	Argentina
SOFT SIDES	Reg. 8 & 21	832,898	Australia
SOFT SIDES	Reg. Cl. 8	586,150	Chile
SOFT SIDES	Reg. Cl. 8	235,617	Colombia
SOFT SIDES	Reg. Cl. 21	235,719	Colombia
SOFT SIDES	Reg. Cl. 8	12866-01	Ecuador
SOFT SIDES	Reg. Cl. 21	12867-01	Ecuador
SOFT SIDES	Pend. Cl. 8	S/N 200009096	Hong Kong
SOFT SIDES	Pend. Cl. 21	S/N 200009097	Hong Kong
SOFT SIDES	Reg. 8 & 21	496,624	Korea
SOFT SIDES	Pend. Cl. 8	2000/05792	Malaysia
SOFT SIDES	Pend. Cl. 21	2000/05793	Malaysia
SOFT SIDES	Reg. Cl. 8	671,909	Mexico
SOFT SIDES	Reg. Cl. 21	679,156	Mexico
SOFT SIDES	Reg. Cl. 8	613,173	New Zealand
SOFT SIDES	Reg. Cl. 21	613,174	New Zealand
SOFT SIDES	Reg. Cl. 8	67,236	Peru
SOFT SIDES	Reg. Cl. 21	67,474	Peru
SOFT SIDES	Pend. Cl. 8	4,200,003,626	Philippines
SOFT SIDES	Reg. Cl. 8	T00/06818A	Singapore
SOFT SIDES	Pend. Cl. 21	T00/06819Z	Singapore
SOFT SIDES	Reg. Cl. 8	959,870	Taiwan
SOFT SIDES	Reg. Cl. 21	955,722	Taiwan
SOFT SIDES	Pend. Cl. 8	423,815	Thailand
SOFT SIDES	Reg. Cl. 8	Not known as yet	Venezuela
SOFT SIDES	Reg. Cl. 21	Not known as yet	Venezuela
SOLUTIONS	Registered	2,105,806	US
SPECIAL SELECTIONS	Registered	2,390,241	US

SPECTRUM	Registered	1,799,407	US
STORAGE PLUS	Registered	1,421,114	US
STORE N' SEE	Registered	415,961	Indonesia
SUNBURSTS	Pend. Cl. 21	Reg. 868,557	Australia
SUNBURSTS	Pend.	S/N 1,095,279	Canada
SUPREMA	Registered	4,093,768	Japan
The Difference is Durability & Design	Registered	2,343,095	US
THE WAY TO GO	Registered	2,147,587	US
THE WAY TO GO	Registered	465,284	Canada
THERMIQUE	Registered	1,257,601	US
TRILOBAL	Reg. Cl. 8	2,493,307	US
TRI-PLY	Registered	TMA541,757	Canada
TWISTER	Reg. Cl. 8	2,458,327	US
ULTRA GLIDE	Registered	2,400,593	US
UNIPACK	Pend. Cl. 30	S/N 76/178,788	US
UPLIFT	Reg. Cl. 21	2,463,994	US
VISION	Registered	422,699	Mexico
VISION	Registered	1,671,866	Argentina
VISION	Registered	A324,680	Australia
VISION	Registered	A305,360	Australia
VISION	Registered	814781543	Brazil
VISION	Registered	810549484	Brazil
VISION	Registered	398310	Chile
VISION	Registered	542725	China
VISION	Registered	147032	Colombia
VISION	Registered	B3101/1987	Hong Kong
VISION	Registered	344612	Indonesia
VISION	Registered	184420	So. Korea
VISION	Registered	84/1743	Malaysia
VISION	Registered	139477	New Zealand
VISION	Registered	105668	Pakistan
VISION	Registered	8828	Philippines
VISION	Registered	1740/84	Singapore
VISION	Registered	47550	Sri Lanka
VISION	Registered	282131	Taiwan
VISION	Registered	KOR45690	Thailand
VISION	Pending	app# 773/90	Venezuela
VISION	Registered	119,396-F	Venezuela
VISION/Katakana Equiv.	Registered	2549849	Japan
VISION/Korean Characters	Registered	183273	So. Korea
VISION	Registered	1,496,713	Argentina
VISION	Registered	7,016,123	Brazil
VISION	Registered	296,999	Canada
VISION	Registered	542,726	China
VISIONS/Chinese Characters	Pend.	2000/133278	China
VISION	Registered	179,839	Colombia
VISION	Registered	122,661	Cuba
VISION	Registered	66,502,355,144	Guatemala

VISION	Registered	54,049	Honduras
VISION	Registered	B3446/1991	Hong Kong
VISION	Registered	521,760	India
VISION	Registered	274,962	Indonesia
VISION	Registered	2,434,660	Japan
VISION	Registered	67,532	So. Korea
VISION	Registered	89/8023	Malaysia
VISION	Registered	439,890	Mexico
VISION	Registered	105,667	Pakistan
VISION	Registered	55,214	Panama
VISION	Registered	A51867	Papua NG
VISION	Registered	207,958	Paraguay
VISION	Registered	51,049	Philippines
VISION	Registered	8467/89	Singapore
VISION	Registered	497,149	Taiwan
VISION	Registered	145,048	Thailand
VISION	Pending	n/a	Venezuela
VISIONS	Reg. Cl. 21	1,214,008	US
VISIONS ELECTRICS	Registered	646,698	Mexico
VISIONS ELECTRICS	Registered	792,293	Australia
VISIONS ELECTRICS	Pending	app# 11-36968	Japan
VISIONS ELECTRICS	Registered	619,509	Mexico
VISIONS ELECTRICS	Registered	619,510	Mexico
VISIONS ELECTRICS	Registered	619,511	Mexico
WALNUT FORGED	Pend. Cl. 8	76/078,623	US
WALNUT SIGNATURE	Pend. Cl. 8	76/094,212	US
WARMABLES	Reg. Cl. 21	2,457,730	US
WARMABLES	Registered	TMA534,681	Canada
WORLD KITCHEN	Pend. 7,8,9,11, 21	S/N 75/896,052	US
WORLD KITCHEN	Pend Cl. 11	S/N 2.296.160	Argentina
WORLD KITCHEN	Pend. Cl. 9	S/N 2.296.159	Argentina
WORLD KITCHEN	Pend. Cl. 7	S/N 2.296.157	Argentina
WORLD KITCHEN	Pend. Cl. 21	S/N 2.296.161	Argentina
WORLD KITCHEN	Pend. Cl. 8	S/N 2.296.158	Argentina
WORLD KITCHEN	Pend 7,8,9,11, 16, 21	S/N 841,844	Australia
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Austria - ECT
WORLD KITCHEN	Pend. 7,8,9,11, 21	S/N 1,758,770	Benelux - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Belgium - ECT
WORLD KITCHEN	Pend. Cl. 9	S/N 822962110	Brazil
WORLD KITCHEN	Pend. Cl. 8	S/N 822962101	Brazil
WORLD KITCHEN	Pend. Cl. 7	S/N 822962098	Brazil

WORLD KITCHEN	Pend. Cl. 21	S/N 822962136	Brazil
WORLD KITCHEN	Pend. Cl. 11	S/N 822962128	Brazil
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1065901	Canada
WORLD KITCHEN	Pend. Cl. 8	S/N 2000-103061	China
WORLD KITCHEN	Pend. Cl. 21	S/N 2000-103064	China
WORLD KITCHEN	Pend. Cl. 11	S/N 2000-103063	China
WORLD KITCHEN	Pend. Cl. 9	S/N 2000-103062	China
WORLD KITCHEN	Reg. Cl. 11	Reg. 241,132	Colombia
WORLD KITCHEN	Reg. Cl. 8	Reg. 241,130	Colombia
WORLD KITCHEN	Reg. Cl. 7	Reg. 242,922	Colombia
WORLD KITCHEN	Reg. Cl. 9	Reg. 241,129	Colombia
WORLD KITCHEN	Reg. Cl. 21	Reg. 241,135	Colombia
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Denmark - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Finland - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	France - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Germany - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Greece - ECT
WORLD KITCHEN	Reg. Cl. 21	Reg. 110,144	Guatemala
WORLD KITCHEN	Reg. Cl. 7	116,195	Guatemala
WORLD KITCHEN	Reg. Cl. 9	Reg. 107,426	Guatemala
WORLD KITCHEN	Reg. Cl. 11	Reg. 107,427	Guatemala
WORLD KITCHEN	Reg. Cl. 8	Reg. 107,515	Guatemala
WORLD KITCHEN	Reg. Cl. 9	Reg. 82.878	Honduras
WORLD KITCHEN	Reg. Cl. 7	Reg. 81.664	Honduras
WORLD KITCHEN	Reg. Cl. 11	Reg. 80.834	Honduras
WORLD KITCHEN	Reg. Cl. 8	Reg. 81.627	Honduras
WORLD KITCHEN	Reg. Cl. 21	Reg. 81.697	Honduras
WORLD KITCHEN	Pend. Cl. 7	S/N 939,027	India
WORLD KITCHEN	Pend. Cl. 21	S/N 939,036	India
WORLD KITCHEN	Pend. Cl. 11	S/N 939,033	India
WORLD KITCHEN	Pend. Cl. 9	S/N 939,031	India
WORLD KITCHEN	Pend. Cl. 8	S/N 939,029	India
WORLD KITCHEN	Pend. Cl. 7	S/N D00-15365	Indonesia
WORLD KITCHEN	Pend. Cl. 8	S/N D00-15366	Indonesia
WORLD KITCHEN	Pend. Cl. 9	S/N D00-15367	Indonesia
WORLD KITCHEN	Pend. Cl. 11	S/N D00-15368	Indonesia
WORLD KITCHEN	Pend. Cl. 21	S/N D00-15369	Indonesia
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Ireland - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Italy- ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 2000-77788	Japan
WORLD KITCHEN	Reg. 7,8,9,11 & 21	Reg. 40-511516	Korea (So.)

WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Luxembourg - ECT
WORLD KITCHEN	Pend. Cl. 9	S/N 2000-09240	Malaysia
WORLD KITCHEN	Pend. Cl. 21	S/N 2000-09238	Malaysia
WORLD KITCHEN	Pend. Cl. 11	S/N 2000-09241	Malaysia
WORLD KITCHEN	Pend. Cl. 7	S/N 2000-09245	Malaysia
WORLD KITCHEN	Pend. Cl. 8	S/N 2000-09244	Malaysia
WORLD KITCHEN	Reg. Cl. 7	Reg. 685,334	Mexico
WORLD KITCHEN	Reg. Cl. 9	Reg. 678,492	Mexico
WORLD KITCHEN	Reg. Cl. 21	Reg. 707,689	Mexico
WORLD KITCHEN	Reg. Cl. 11	Reg. 678,493	Mexico
WORLD KITCHEN	Reg. Cl. 8	Reg. 678,491	Mexico
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Netherlands - ECT
WORLD KITCHEN	Pend. Cl. 8	S/N 618,187	New Zealand
WORLD KITCHEN	Reg. Cl. 21	618,195	New Zealand
WORLD KITCHEN	Pend. Cl. 9	S/N 618,188	New Zealand
WORLD KITCHEN	Reg. Cl. 11	618,194	New Zealand
WORLD KITCHEN	Pend. Cl. 7	S/N 618,186	New Zealand
WORLD KITCHEN	Reg. 7,8,9,11,21	Reg. 207,098	Norway
WORLD KITCHEN	Pend. Cl. 9	S/N 164,771	Pakistan
WORLD KITCHEN	Pend. Cl. 8	S/N 164,770	Pakistan
WORLD KITCHEN	Pend. Cl. 7	S/N 164,769	Pakistan
WORLD KITCHEN	Pend. Cl. 11	S/N 164,772	Pakistan
WORLD KITCHEN	Pend. Cl. 21	S/N 164,773	Pakistan
WORLD KITCHEN	Pend. Cl. 11	S/N 109,152	Panama
WORLD KITCHEN	Pend. Cl. 7	S/N 109,148	Panama
WORLD KITCHEN	Pend. Cl. 9	S/N 109,151	Panama
WORLD KITCHEN	Pend. Cl. 21	S/N 109,149	Panama
WORLD KITCHEN	Pend. Cl. 8	S/N 109,150	Panama
WORLD KITCHEN	Pend. Cl. 21	S/N A63080	Papua, NG
WORLD KITCHEN	Reg. Cl. 7	Reg. A63076	Papua, NG
WORLD KITCHEN	Reg. Cl. 8	Reg. A63077	Papua, NG
WORLD KITCHEN	Reg. Cl. 11	Reg. A63079	Papua, NG
WORLD KITCHEN	Reg. Cl. 9	Reg. A63078	Papua, NG
WORLD KITCHEN	Reg. Cl. 9	Reg. 233,554	Paraguay
WORLD KITCHEN	Reg. Cl. 11	Reg. 233,553	Paraguay
WORLD KITCHEN	Reg. Cl. 21	Reg. 233,552	Paraguay
WORLD KITCHEN	Reg. Cl. 7	Reg. 233,556	Paraguay
WORLD KITCHEN	Reg. Cl. 8	Reg. 233,555	Paraguay
WORLD KITCHEN	Reg. Cl. 8	Reg. 71,790	Peru
WORLD KITCHEN	Reg. Cl. 21	Reg. 71,231	Peru
WORLD KITCHEN	Reg. Cl. 16	Reg. 69,009	Peru
WORLD KITCHEN	Reg. Cl. 11	Reg. 75,003	Peru
WORLD KITCHEN	Reg. Cl. 9	Reg. 75,002	Peru
WORLD KITCHEN	Reg. Cl. 8	Reg. 71,083	Peru
WORLD KITCHEN	Reg. Cl. 7	Reg. 75,905	Peru
WORLD KITCHEN	Reg. Cl. 9	Reg. 75,375	Peru
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 5657	Philippines

WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Portugal - ECT
WORLD KITCHEN	Pend. Cl. 21	S/N 51,686	Puerto Rico
WORLD KITCHEN	Pend. Cl. 11		Puerto Rico
WORLD KITCHEN	Pend. Cl. 9		Puerto Rico
WORLD KITCHEN	Pend. Cl. 8	S/N 51,684	Puerto Rico
WORLD KITCHEN	Pend. Cl. 7		Puerto Rico
WORLD KITCHEN	Pend. Cl. 7	S/N T00-12189I	Singapore
WORLD KITCHEN	Pend. Cl. 9	S/N T00-12191J	Singapore
WORLD KITCHEN	Pend. Cl. 21	S/N T00-12193G	Singapore
WORLD KITCHEN	Pend. Cl. 11	S/N T00-12192I	Singapore
WORLD KITCHEN	Pend. Cl. 8	S/N T00-12190B	Singapore
WORLD KITCHEN	Pend. Cl. 9	S/N 2000-113884	So. Africa
WORLD KITCHEN	Pend. Cl. 11	S/N 2000-113885	So. Africa
WORLD KITCHEN	Pend. Cl. 8	S/N 2000-113883	So. Africa
WORLD KITCHEN	Pend. Cl. 7	S/N 2000-113882	So. Africa
WORLD KITCHEN	Pend. Cl. 21	S/N 2000-113886	So. Africa
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Spain - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	Sweden - ECT
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 08363-2000	Switzerland
WORLD KITCHEN	Pend. Cl. 7	S/N 89039966	Taiwan
WORLD KITCHEN	Pend. Cl. 21	S/N 89039970	Taiwan
WORLD KITCHEN	Pend. Cl. 11	S/N 89039969	Taiwan
WORLD KITCHEN	Reg. Cl. 9	Reg. 967,709	Taiwan
WORLD KITCHEN	Pend. Cl. 8	S/N 89039967	Taiwan
WORLD KITCHEN	Pend. 7,8,9,11,21	S/N 1,758,770	UK - ECT
WORLD KITCHEN	Pend. Cl. 21	S/N 2000-012372	Venezuela
WORLD KITCHEN	Pend. Cl. 11	S/N 2000-012138	Venezuela
WORLD KITCHEN	Pend. Cl. 9	S/N 2000-012140	Venezuela
WORLD KITCHEN	Pend. Cl. 8	S/N 2000-012132	Venezuela
WORLD KITCHEN	Pend. Cl. 7	S/N 2000-012135	Venezuela
WORLD KITCHEN & Design	Pend. 7,8,9,11,21	S/N 75/896,053	US
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 2,296,164	Argentina
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 2,296,162	Argentina
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 2,296,163	Argentina
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 2,296,165	Argentina
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 2,296,166	Argentina
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 841,843	Australia
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Austria - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Belgium - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Benelux - ECT
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 822962063	Brazil
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 822962047	Brazil

WORLD KITCHEN & Design	Pend. Cl. 8	S/N 822962055	Brazil
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 822962071	Brazil
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 822962080	Brazil
WORLD KITCHEN & Design	Pend. 7,8,9,11,21	S/N 1065902	Canada
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 2000-103065	China
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 2000-103067	China
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 2000-103069	China
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 2000-103066	China
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 2000-103068	China
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 241,133	Colombia
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 241,134	Colombia
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. 242,923	Colombia
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 241,136	Colombia
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 241,131	Colombia
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Denmark - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Finland - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	France - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Germany - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Greece - ECT
WORLD KITCHEN & Design	Pend. Cl. 7	S/N M5606-2000	Guatemala
WORLD KITCHEN & Design	Pend. Cl. 9	S/N M5604-2000	Guatemala
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 109,728	Guatemala
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 111,263	Guatemala
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 107,647	Guatemala
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. 81.072	Honduras
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 81.545	Honduras
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 81.105	Honduras
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 81.632	Honduras
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 81.557	Honduras
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 939,030	India
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 939,032	India
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 939,034	India
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 939,035	India
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 939,028	India
WORLD KITCHEN & Design	Pend. Cl. 11	S/N D00-15373	Indonesia
WORLD KITCHEN & Design	Pend. Cl. 7	S/N D00-15370	Indonesia
WORLD KITCHEN & Design	Pend. Cl. 9	S/N D00-15372	Indonesia
WORLD KITCHEN & Design	Pend. Cl. 21	S/N D00-15374	Indonesia
WORLD KITCHEN & Design	Pend. Cl. 8	S/N D00-15371	Indonesia
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Ireland - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Italy - ECT
WORLD KITCHEN & Design	Pend. 7,8,9,11,21	S/N 2000-77789	Japan

WORLD KITCHEN & Design	Pend. 7,8,9,11,21	S/N 40-00-33930	Korea (So.)
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Luxembourg - ECT
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 2000-09242	Malaysia
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 2000-09243	Malaysia
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 2000-09246	Malaysia
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 2000-09239	Malaysia
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 2000-09237	Malaysia
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 674,885	Mexico
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 678,494	Mexico
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 708,412	Mexico
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. 714,067	Mexico
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 436,303	Mexico
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Netherlands - ECT
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 618,191	New Zealand
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 618,192	New Zealand
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 618,193	New Zealand
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 618,194	New Zealand
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 618,195	New Zealand
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 210,780	Norway
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 164,777	Pakistan
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 164,778	Pakistan
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 164,774	Pakistan
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 164,775	Pakistan
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 164,776	Pakistan
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 109,153	Panama
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 109,147	Panama
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 109,146	Panama
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 109,144	Panama
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 109,145	Panama
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. A63083	Papua, NG
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. A63084	Papua, NG
WORLD KITCHEN & Design	Pend. Cl. 21	S/N A63085	Papua, NG
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. A63082	Papua, NG
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. A63081	Papua, NG
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 233,700	Paraguay
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 233,699	Paraguay
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 255,769	Paraguay
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 233,698	Paraguay
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. 235,768	Paraguay
WORLD KITCHEN & Design	Reg. Cl. 7	Reg. 74,187	Peru
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 71,230	Peru
WORLD KITCHEN & Design	Reg. Cl. 8	Reg. 71,789	Peru
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 70,899	Peru
WORLD KITCHEN & Design	Reg. Cl. 9	Reg. 75,374	Peru
WORLD KITCHEN & Design	Reg. Cl. 11	Reg. 70,900	Peru
WORLD KITCHEN & Design	Reg. Cl. 16	Reg. 69,008	Peru
WORLD KITCHEN & Design	Reg. Cl. 21	Reg. 71,232	Peru



WORLD KITCHEN & Design	Pend. 7,8,9,11,21	S/N 5656	Philippines
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Portugal - ECT
WORLD KITCHEN & Design	Pend. Cl. 11		Puerto Rico
WORLD KITCHEN & Design	Pend. Cl. 9		Puerto Rico
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 56,687	Puerto Rico
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 51,688	Puerto Rico
WORLD KITCHEN & Design	Pend. Cl. 7		Puerto Rico
WORLD KITCHEN & Design	Pend. Cl. 21	S/N T00-12198H	Singapore
WORLD KITCHEN & Design	Pend. Cl. 9	S/N T00-12196A	Singapore
WORLD KITCHEN & Design	Pend. Cl. 11	S/N T00-121997Z	Singapore
WORLD KITCHEN & Design	Pend. Cl. 7	S/N T00-12194E	Singapore
WORLD KITCHEN & Design	Pend. Cl. 8	S/N T00-12195C	Singapore
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 2000-113889	So. Africa
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 2000-113891	So. Africa
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 2000-113890	So. Africa
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 2000-113888	So. Africa
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 2000-113887	So. Africa
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Spain - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	Sweden - ECT
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 490,545	Switzerland
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 89039974	Taiwan
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 89039975	Taiwan
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 89039971	Taiwan
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 89039972	Taiwan
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 89039973	Taiwan
WORLD KITCHEN & Design	Reg. 7,8,9,11,21	Reg. 1,758,556	UK - ECT
WORLD KITCHEN & Design	Pend. Cl. 7	S/N 2000-012133	Venezuela
WORLD KITCHEN & Design	Pend. Cl. 8	S/N 2000-012134	Venezuela
WORLD KITCHEN & Design	Pend. Cl. 9	S/N 2000-012141	Venezuela
WORLD KITCHEN & Design	Pend. Cl. 11	S/N 2000-012137	Venezuela
WORLD KITCHEN & Design	Pend. Cl. 21	S/N 2000-012373	Venezuela

**Tradenames:**

Corningware (under license from Corning Incorporated)

Corelle

Revere Ware

Revere Ware Factory Stores

CorningWare/Corelle/Revere Factory Stores

World Kitchen, Inc. licenses the following trademark:

Trademark	Status/C	Reg. Ser. No.	Country Name	Registered Owner
TOUCH-KNIFE	Reg. Cl. 8	2,119,752	US	Olfa Corporation

TRADEMARK/TRADE NAMES

WKI Latin America Holding, LLC

None.

TRADEMARK/TRADE NAMES

World Kitchen (GHC), LLC

Trademarks:

None.

Tradenames:

GHC

Chicago Cutlery

OLO

OXO

TRADEMARK/TRADE NAMES

EKCO Group, LLC

Trademarks:

None.

Tradenames:

EKCO

Ivory Color in Opaque Ceramic	04/30/96	5,512,520	US	11/14/94	338,440
Ivory Color in Opaque Ceramic			Canada		2161755
Glass Ceramic and Color Methods	10/26/93	5,256,600	US	07/24/92	919,592
Glass Ceramic and Color Methods			EU		93109748.9
Glass Ceramic and Color Methods	04/18/97	2628006	Japan		176353/93
Glass Ceramic and Color Methods			Mexico		934462
Colored Glass Ceramics and Method	02/13/96	5,491,115	US	07/18/94	276,307
Automatic Machine for Moulding Glass	02/05/91	4,990,172	US	03/20/90	496,364
Automatic Machine for Moulding Glass			France		8903667
Automatic Machine for Moulding Glass	11/25/92	2232977	Gr. Brit.		9006197.9
Apparatus for a Decorating Machine	04/02/85	4,508,031	US	02/08/84	578,049
Apparatus for a Decorating Machine	10/29/85	1195877	Canada		4168607
Trimming Products	08/12/86	4,605,429	US	05/07/85	731,362
Trimming Products	11/23/89	EPO20132 2	EU		86303456.7

TRADEMARK/TRADE NAMES

EKCO Housewares, Inc.

Trademarks:

Trademarks

Trademark	Status/Cl.	Reg./Ser. No.	Country Name
BAKER'S SECRET	Reg'd. Cl. 21	964,975	US
BAKER'S SECRET	Reg'd. Cl. 21	A411,138	Australia
BAKER'S SECRET	Reg'd. Cl. 21	425,967	Benelux
BAKER'S SECRET	Reg'd. Cl. 20	813,660,130	Brazil
BAKER'S SECRET	Reg'd.	208,951	Canada
BAKER'S SECRET	Reg'd. Cl. 21	187,467	Czech. Rep.
BAKER'S SECRET	Reg'd. Cl. 21	3440/1988	Denmark
BAKER'S SECRET	Reg'd. Cl. 21	103,370	Finland
BAKER'S SECRET	Reg'd. Cl. 21	1,103,489	W. Germany
BAKER'S SECRET	Reg'd. Cl. 21	B1258678	Gr. Britain
BAKER'S SECRET	Reg'd. Cl. 21	139,517	Hungary
BAKER'S SECRET	Reg'd. Cl. 21	38/1988	Iceland
BAKER'S SECRET	Reg'd. Cl. 21	B120,418	Ireland
BAKER'S SECRET	Reg'd. Cl. 21	479,302	Italy
BAKER'S SECRET	Reg'd. Cl. 19	2,097,669	Japan
BAKER'S SECRET	Reg. Cl. 21	509,035	Korea
BAKER'S SECRET	Reg'd. Cl. 21	152,926	New Zealand
BAKER'S SECRET	Reg'd. Cl. 21	131,913	Norway
BAKER'S SECRET	Reg'd. Cl. 21	129,125	Russia
BAKER'S SECRET	Reg'd. Cl. 21	175,917	Slovak Rep.
BAKER'S SECRET	Reg'd. Cl. 21	80/6613	So. Africa
BAKER'S SECRET	Reg'd. Cl. 21	1,172,413	Spain
BAKER'S SECRET	Reg'd. Cl. 21	351,688	Switzerland
BAKER'S SECRET CLASSICS	Reg'd. Cl. 21	2,373,205	US
BAR NECESSITIES	Reg'd. Cl. 21	2,482,976	US
BAR WORKS	Reg'd. 8 & 21	2,430,217	US
BEVERAGE BOY (Deluxe)	Reg'd. Cl. 8	1,299,565	US
Classique	Registered	180,754	Canada
Classiques	Registered	294,886	Canada
Cleaning Critters	Reg'd. Cl. 21	2,085,595	US
COMBINATIONS	Registered	2,363,136	US
EKCO	Reg'd. Cl. 8	425,967	US
EKCO	Reg'd. Cl. 21	641,028	US
EKCO	Reg'd. Cl. 21	432,093	US
EKCO	Reg'd. Cl. 8	A191,293	Australia
EKCO	Reg'd. Cl. 21	A191,294	Australia

EKCO	Reg.'d. Cl. 12	9,154	Bahamas
EKCO	Registered	5,907	Belgium
EKCO	Reg.'d. Cl. 8	8,180	Bermuda
EKCO	Reg.'d. Cl. 21	8,181	Bermuda
EKCO	Reg.'d. Cl. 8	780,131,843	Brazil
EKCO	Reg.'d. Cl. 20	78,013,151	Brazil
EKCO	Registered	N.S. 45/12229	Canada
EKCO	Reg.'d. Cl. 67	159,395	Rep. Of China
EKCO	Reg.'d. Cl. 21	162,320	Rep. Of China
EKCO	Reg.'d. Cl. 20	159,393	Rep. Of China
EKCO	Reg.'d. Cl. 8	805,698	Taiwan
EKCO	Reg.'d. Cl. 8	20,061	Colombia
EKCO	Reg. 8 & 21	18,899	Costa Rica
EKCO	Reg. 8 & 21	185,151	Czech. Rep.
EKCO	Reg. 11 & 21	71/1948	Denmark
EKCO	Reg.'d. Cl. 21	12,996	Egypt
EKCO	Reg.'d. Cl. 8	19,861	Egypt
EKCO	Reg. 8,20 & 21	710,187	Germany
EKCO	Reg.'d. Cl. 8	782,872	Gr. Britian
EKCO	Reg.'d. Cl. 8	677,687	Gr. Britian
EKCO	Reg.'d. Cl. 6	796,022	Gr. Britian
EKCO	Reg.'d. Cl. 21	757,725	Gr. Britian
EKCO	Reg.'d. Cl. 21	782,873	Gr. Britian
EKCO	Reg. 8 & 21	10,821	Guatemala
EKCO	Reg.'d. Cl. 8	8,271	Honduras
EKCO	Reg.'d. Cl. 8	475/1957	Hong Kong
EKCO	Reg. 8 & 21	139,449	Hungary
EKCO	Reg. 8 & 21	425,696	Indonesia
EKCO	Reg.'d. Cl. 8	44,659	Ireland
EKCO	Reg.'d. Cl. 21	44,820	Ireland
EKCO	Reg.'d. Cl. 8	15,837	Israel
EKCO	Reg. 8 & 21	749,014	Italy
EKCO	Reg.'d. Cl. 8	18,796	Jamaica
EKCO	Reg.'d. Cl. 8	519,145	Japan
EKCO	Reg.'d. Cl. 8	15,693	Jordan
EKCO	Reg.'d. Cl. 18	184,639	Korea
EKCO	Reg.'d. Cl. 8	10,209	Kuwait
EKCO	Reg.'d. Cl. 21	M/78307	Malaysia
EKCO	Registered	103,804	Netherlands
EKCO	Reg.'d. Cl. 21	42,558	New Zealand
EKCO	Reg.'d. Cl. 18	37,603	New Zealand
EKCO	Reg.'d. Cl. 8	43,181	New Zealand
EKCO	Reg.'d. Cl. 8	33,125	Nigeria
EKCO	Reg. 8 & 21	35,871	Norway
EKCO	Registered	5,523	Panama
EKCO	Reg.'d. Cl. 8	7,791	Peru
EKCO	Reg.'d. Cl. 24	2,190	Philippines
EKCO	Reg.'d. Cl. 21	44,802	Philippines
EKCO	Reg.'d. Cl. 13	12,417	Puerto Rico
EKCO	Reg.'d. Cl. 23	12,418	Puerto Rico



EKCO	Reg. 8 & 21	129,124	Russia
EKCO	Reg. 8 & 21	13	Saudi Arabia
EKCO	Reg'd. Cl. 8	64,461	Singapore
EKCO	Reg'd. Cl. 21	64,462	Singapore
EKCO	Reg. 8 & 21	175,916	Slovak Rep.
EKCO	Reg. 8 & 21	183,559	Sweden
EKCO	Reg'd. Cl. 21	762,978	Spain
EKCO	Reg. 8 & 21	354,360	Switzerland
EKCO	Reg'd. Cl. 21	772,520	Taiwan
EKCO	Reg'd. Cl. 21	803,696	Taiwan
EKCO	Reg'd. Cl. 8	KOR31503	Thailand
EKCO	Reg'd. Cl. 12	10,956	Trinidad
EKCO	Reg'd. Cl. 16	10,958	Trinidad
EKCO & DESIGN (1996 Logo)	Reg'd. Cl. 8	2,160,813	US
EKCO & DESIGN (1996 Logo)	Reg. Cl. 21	2,396,726	US
EKCO & DESIGN	Reg'd. Cl. 8	1,817,661	Argentina
EKCO & DESIGN	Reg'd. Cl. 21	1,814,224	Argentina
EKCO & DESIGN	Reg'd. Cl. 8	715,895	Australia
EKCO & DESIGN	Reg'd. Cl. 21	715,897	Australia
EKCO & DESIGN	Re'd. 8 & 21	S/N 393,322	Austria
EKCO & DESIGN	Reg'd. Cl. 8	19,358	Bahamas
EKCO & DESIGN	Reg'd. Cl. 12	19,356	Bahamas
EKCO & DESIGN	Reg'd. Cl. 13	19,355	Bahamas
EKCO & DESIGN	Reg'd. Cl. 15	19,354	Bahamas
EKCO & DESIGN	Reg. 50 (10)	19,353	Bahamas
EKCO & DESIGN	Pend. 8 & 21	ECT - 393,322	Belgium
EKCO & DESIGN	Reg'd. Cl. 8	C-73615	Bolivia
EKCO & DESIGN	Reg'd. Cl. 21	C-73559	Bolivia
EKCO & DESIGN	Reg'd. Cl. 8	819,434,515	Brazil
EKCO & DESIGN	Reg'd. Cl. 21	819,434,523	Brazil
EKCO & DESIGN	Reg'd. Cl. 8	1,183,133	China (PR)
EKCO & DESIGN	Reg'd. Cl. 21	1,224,551	China (PR)
EKCO & DESIGN	Reg'd. Cl. 8	199,031	Colombia
EKCO & DESIGN	Pend. Cl. 8	Not known as yet	Costa Rica
EKCO & DESIGN	Reg'd. Cl. 21	102,317	Costa Rica
EKCO & DESIGN	Reg'd. Cl. 8	210,260	Czech. Rep.
EKCO & DESIGN	Reg'd. Cl. 21	216,921	Czech. Rep.
EKCO & DESIGN	Pend. 8 & 21	ECT - 393,322	Denmark
EKCO & DESIGN	Reg. Cl. 40	87,051	Dom. Rep.
EKCO & DESIGN	Reg. Cl. 42	87,052	Dom. Rep.
EKCO & DESIGN	Reg. Cl. 20	87,024	Dom. Rep.
EKCO & DESIGN	Reg'd. Cl. 8	912-98	Ecuador
EKCO & DESIGN	Reg'd. Cl. 21	907-98	Ecuador
EKCO & DESIGN	Reg'd. Cl. 8	102,684	Egypt
EKCO & DESIGN	Pend. Cl. 21	S/N 102,685	Egypt
EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	ECT/Europe
EKCO & DESIGN	Reg'd. Cl. 8	98	El Salvador
EKCO & DESIGN	Reg'd. Cl. 21	119	El Salvador
EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	Finland
EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	France

EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	Germany
EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	Greece
EKCO & DESIGN	Reg'd. Cl. 8	89,902	Guatemala
EKCO & DESIGN	Reg'd. Cl. 21	91,269	Guatemala
EKCO & DESIGN	Reg'd. Cl. 8	89Reg110	Haiti
EKCO & DESIGN	Reg'd. Cl. 21	90Reg110	Haiti
EKCO & DESIGN	Pend. Cl. 8	11,813/96	Honduras
EKCO & DESIGN	Pend. Cl. 21	11,814/96	Honduras
EKCO & DESIGN	Reg'd. Cl. 8	9,087	Hong Kong
EKCO & DESIGN	Reg'd. Cl. 8	149,133	Hungary
EKCO & DESIGN	Reg'd. Cl. 21	149,058	Hungary
EKCO & DESIGN	Pend. Cl. 8	S/N 725,346	India
EKCO & DESIGN	Pend. Cl. 21	S/N 725,344	India
EKCO & DESIGN	Reg. 8 & 21	91,222	Iran
EKCO & DESIGN	Reg. 8 & 21	7,809,319	Ireland
EKCO & DESIGN	Reg'd. Cl. 8	107,168	Israel
EKCO & DESIGN	Pend. Cl. 21	S/N 107,169	Israel
EKCO & DESIGN	Reg'd. 8 & 21	ECT - 393,322	Italy
EKCO & DESIGN	Reg'd. Cl. 18	413,362	So. Korea
EKCO & DESIGN	Reg. 8 & 21	71759	Lebanon
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	Luxemburg
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	Netherlands
EKCO & DESIGN	Reg'd. Cl. 8	266221	New Zealand
EKCO & DESIGN	Reg'd. Cl. 21	266,222	New Zealand
EKCO & DESIGN	Reg'd. Cl. 8	2814778	Nicaragua
EKCO & DESIGN	Reg'd. Cl. 21	2814779	Nicaragua
EKCO & DESIGN	Reg'd. Cl. 8	56269	Nigeria
EKCO & DESIGN	Pend. Cl. 21	S/N 29643 97 6	Nigeria
EKCO & DESIGN	Reg'd. Cl. 8	85,310	Panama
EKCO & DESIGN	Reg. Cl. 21	85,309	Panama
EKCO & DESIGN	Reg'd. Cl. 8	206,062	Paraguay
EKCO & DESIGN	Pending / 21	S/N 17586	Paraguay
EKCO & DESIGN	Reg'd. Cl. 8	34,462	Peru
EKCO & DESIGN	Reg'd. Cl. 21	44,805	Peru
EKCO & DESIGN	Pend. Cl. 8	S/N 120010	Philippines
EKCO & DESIGN	Pend. Cl. 21	S/N 120,011	Philippines
EKCO & DESIGN	Reg'd. Cl. 8	114,023	Poland
EKCO & DESIGN	Reg. Cl. 21	125,276	Poland
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	Portugal
EKCO & DESIGN	Pend. Cl. 8	Not known as yet	Puerto Rico
EKCO & DESIGN	Pend. Cl. 21	Not known as yet	Puerto Rico
EKCO & DESIGN	Reg'd. Cl. 8	160,797	Russia
EKCO & DESIGN	Reg'd. Cl. 21	162,750	Russia
EKCO & DESIGN	Reg'd. Cl. 8	415/92	Saudi Arabia
EKCO & DESIGN	Reg'd. Cl. 8	T96/090321	Singapore
EKCO & DESIGN	Pend. Cl. 21	9033/96	Singapore
EKCO & DESIGN	Reg'd. Cl. 8	185,147	Slovakia
EKCO & DESIGN	Reg. Cl. 21	196,914	Slovakia
EKCO & DESIGN	Reg. Cl. 8	98	Slovenia
EKCO & DESIGN	Reg. Cl. 21	119	Slovenia

EKCO & DESIGN	Reg'd. Cl. 8	96/11895	So. Africa
EKCO & DESIGN	Reg'd. Cl. 21	96/11896	So. Africa
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	Spain
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	Sweden
EKCO & DESIGN	Reg. 8,16,20,21	444,895	Switzerland
EKCO & DESIGN	Reg. 8 & 21	ECT - 393,322	UK
EKCO & DESIGN	Reg'd. Cl. 8	289,274	Uruguay
EKCO & DESIGN	Reg'd. Cl. 21	289,275	Uruguay
EKCO & DESIGN	Reg. 8, 9, 11, 12 & 21	25,582	Vietnam
EKCO & DESIGN	Reg. Cl. 8&21	25,583	Vietnam
EKCO AIR WARE AIR INSULATED	Reg'd. Cl. 21	2,355,687	US
EKCO COPPERELLE	Reg. Cl. 21	2,492,935	US
EKCO COPPERELLE	Pending	app# 848,671	Australia
EKCO COPPERELLE	Pending	S/N 885,058	Canada
EKCO COPPERELLE	Reg. Cl. 21	1,410,864	China
EKCO COPPERELLE	Reg'd. Cl. 21	2,173,168	Gr. Britian
EKCO COPPERELLE	Reg'd. Cl. 21	445,542	Indonesia
EKCO COPPERELLE	Pend. Cl. 21	app# 622321	New Zealand
EKCO ENDURA	Reg'd. Cl. 21	2,300,430	US
EKCO ENDURA	Pend. Cl. 21	848,670	Australia
EKCO ENDURA	Reg'd. Cl. 21	1,293,137	China
EKCO ENDURA	Reg'd. Cl. 21	2,173,167	Gr. Britian
EKCO ENDURA	Reg. Cl. 21	9,801,936	Hong Kong
EKCO ENDURA	Reg. Cl. 8	440,587	Indonesia
EKCO ENDURA	Reg. Cl. 21	440,588	Indonesia
EKCO ENDURA	Pend. Cl. 21	S/N 622,322	New Zealand
EKCO ETERNA	Reg.'d.Cl. 21	2,573,044	US
EKCO FLINT	Reg'd. Cl. 8	97,965	Ireland
EKCO FLINT	Reg'd. Cl. 21	97,966	Ireland
EKCO GENERATIONS	Reg. Cl. 21	2,451,495	US
EKCO GENERATIONS	Pend. Cl. 21	1,003,766	Canada
EKCO GENERATIONS	Reg. Cl. 21	1,419,900	China
EKCO GENERATIONS	Reg'd. Cl. 21	2,187,832	Gr. Britian
EKCO GENERATIONS	Reg. Cl. 21	9,901,333	Hong Kong
EKCO GENERATIONS	Reg. Cl. 21	455,202	Indonesia
EKCO RADIANCE	Reg. Cl. 21	2,451,492	US
EKCO RADIANCE	Pend. Cl. 21	1,003,765	Canada
EKCO RADIANCE	Reg. Cl. 21	1,422,851	China
EKCO RADIANCE	Reg'd. Cl. 21	2,187,831	Gr. Britian
EKCO RADIANCE	Pend. Cl. 21	9,901,334	Hong Kong
EKCO RADIANCE	Reg. Cl. 21	454,887	Indonesia
EKCO RESOLUTIONS	Reg'd. Cl. 21	2,388,679	US
EKCO RESOLUTIONS	Pend. Cl. 21	1,005,551	Canada
EKCO RESOLUTIONS	Reg. Cl. 21	1,419,899	China
EKCO RESOLUTIONS	Reg'd. Cl. 21	2,189,272	Gr. Britian
EKCO RESOLUTIONS	Reg. Cl. 21	99-02137	Hong Kong
EKCO RESOLUTIONS	Reg. Cl. 21	455,828	Indonesia
EKCOLOY	Registered	236,979	Canada

EKCOMATIC	Reg'd. Cl. 21	675,637	Gr. Britian
Eterna	Registered	115,389	Canada
Eterna	Reg'd. Cl. 21	B769328	Gr. Britian
Eterna	Reg'd. Cl. 8	B757726	Gr. Britian
Eternal	Registered	115/388	Canada
FANCIBAKES	Reg'd. Cl. 21	2,224,770	US
FANCIBAKES	Registered	TMA529,534	Canada
FLINT	Reg'd. Cl. 8	1,388,840	US
FLINT	Reg'd. Cl. 21	737,011	US
FLINT	Reg'd. Cl. 8	A92613	Australia
FLINT	Registered	UCA 25242	Canada
FLINT	Reg. 8 & 21	353,782	Switzerland
FRESH CATCH & Design	Reg. Cl. 8	2,398,469	US
FRESH CATCH & Design	Registered	559,274	Canada
FRESH CATCH & Design	Reg. Cl. 8	1,589,975	China
FRESH CATCH & Design	Reg. Cl. 21	1,564,999	China
FRESH CATCH & Design	Reg. Cl. 8&21	1,482,892	ECT
FRESH CATCH & Design	Reg. Cl. 21	472,082	Indonesia
FRESH CATCH & Design	Pend. Cl. 21	2000/01559	Malaysia
FRESH CATCH & Design	Reg. Cl. 8	673,096	Mexico
FRESH CATCH & Design	Reg. Cl. 21	684,937	Mexico
FRESH CATCH & Design	Reg. Cl. 21	607,241	New Zealand
FRESH CATCH & Design	Reg. Cl. 21	T00/01598C	Singapore
FRESH CATCH & Design	Reg. Cl. 8	941,147	Taiwan
FRESH CATCH & Design	Reg. Cl. 21	940,471	Taiwan
KITCHAMAJIG	Reg. Cl. 8	351,951	US
MIRACLE	Reg. Cl. 21	373,114	US
MIRACLE	Registered	UCA/25244	Canada
NEE-ACTION	Reg. Cl. 8	519,259	US
NEE-ACTION	Reg.	UCA037,775	Canada
POCKET BOY	Reg. Cl. 8	706,941	US
PRESTO WHIP	Reg. Cl. 8	237,090	US
PROMAX	Reg. Cl. 9	2,063,091	US
QUIK-CLEAN	Reg. Cl. 21	1,438,431	US
REVERSIBLES	Reg.	2,164,836	UK
SERIOUS TOOLS FOR FUNNY PEOPLE	Pending	897,316	Canada
SMART CHEF (Stylized)	Reg. Cl. 8	1,846,516	US
SMART CHEF (Stylized)	Reg.	444,286	Canada
SOFT SIDES	Reg. 8 & 21	2,372,917	US
SOFT SIDES	Pending	S/N 1,047,093	Canada
SOFT SIDES	Reg. Cl. 21	585,608	Chile
SOFT SIDES	Reg. 8 & 21	2,221,644	Gr. Britian
SOFT SIDES	Reg. Cl. 21	Kor139,938	Thailand
STATE FAIR	Reg. Cl. 21	2,518,070	US
STATE FAIR	Pending		Canada
SURE-GRIP	Reg. Cl. 8	1,295,771	US
TEAKOE	Reg. Cl. 21	752,377	Gr. Britian

Tradenames:

Baker's Secret

EKCO

Via

TRADEMARK/TRADE NAMES

EKCO Manufacturing of Ohio, Inc.

Trademarks:

None

Tradenames:

EKCO

Schedule V(a)  
to Guarantee and  
Collateral Agreement

PATENTS

WKI Holding Company, Inc. is the registered owner of the following patents:

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
Auxiliary Container for Salad Spinner	11/05/02	6,473,988	US	08/17/01	09/932,649
Bakeware Handle & Bakeware Incorporating Same	Pending		US	01/17/02	29/154,189
Bakeware Handle & Bakeware Incorporating Same	Pending		Australia	07/17/02	2144/02
Bakeware Handle & Bakeware Incorporating Same	Pending		Canada	07/16/02	100044
Baking Vessel w/Indicia (Baker's Secret)	Pending		US	01/09/03	60/438,836
Basketweave Design (Pyrex Serveware)	Pending		US	08/21/02	29/166,082
Basting Device	Pending		US	01/11/02	10/043,920
Basting Device	Pending		Taiwan		
Bottle Opener	Pending		PCT	03/29/02	US02/09767
Bottle Stopper/Opener	Pending		Canada	09/06/00	2322957
Bottle Stopper/Opener	10/23/02	99120985.0	China	12/01/99	99120985.0
Canister with Toilet Implement	11/27/00	142,371	Australia	06/18/99	1926/99
Canister with Toilet Implement	12/29/00	91195	Canada	06/18/99	1999-1449
Canister with Toilet Implement	12/24/99	99309183.0	China	06/21/99	99309183.0
Canister with Toilet Implement	Pending		Germany	06/16/99	49905796.1
Canister with Toilet Implement	10/15/99	558,732	France	06/18/99	993917
Canister with Toilet Implement	03/12/02	75402	Italy	06/18/99	RM990000124
Canister with Toilet Implement	02/10/00	1,070,410	Japan	06/21/99	16239/99
Canister with Toilet Implement	09/11/00	11,762	Mexico	06/18/99	9900717
Canister with Toilet Implement	07/21/00	ND-069119	Taiwan	06/21/99	88304069
Canister with Toilet Implement	12/21/98	2,084,286	UK	06/21/99	2084286
Cleaning Device w/Removable Cleaning Medium	Pending		US	01/06/03	10/336,978
Cleaning Utensil	Pending		US	05/08/02	10/141,087
Colander		D469,667	US	01/07/02	29/153,383
Composite Bowl	Pending		PCT	06/19/01	US01/19448
Composite Bowl	Pending		Australia		
Composite Bowl	Pending		Canada		
Composite Bowl	Pending		China		
Composite Bowl	Pending		France		
Composite Bowl	Pending		Germany		
Composite Bowl	Pending		Japan		
Composite Bowl	Pending		Korea		
Composite Bowl	Pending		UK		
Container Assembly and Nesting Set Thereof	Pending		US	01/11/02	10/044,833

Cookie Scoop Pads - D	09/17/02	D462,870	US	07/03/01	29/144,477
Cooking Vessel and Lid Therefor (New Revere Design)	Pending		US	01/09/03	60/438,835
Cork Extracting Device	Pending		US	03/28/02	10/108,576
Corner Shelf - D	12/11/01	D451,743	US	06/07/01	29/144,562
Cup Holder - D	Pending		US	12/30/02	29/173,497
Device for Drying Foods (Salad spinner) (Softworks)	09/17/02	D462,881	US	08/17/01	29/146,908
Device for Drying Foods	10/19/99	707,105	Australia	06/25/98	73161/98
Device for Drying Foods	09/05/00	2,242,796	Canada	07/02/98	2242796
Device for Drying Foods	Pending		China	08/20/98	98118468.5
Drain Stopper (Wall Mountable)	Pending		US	01/10/03	10/339,966
Dust Pan with Locking Handle	Pending		US	01/11/02	10/043,914
Dust Pan w/Locking Handle and Associated Broom	Pending		PCT	01/07/03	US03/00420
Dust Pan w/Locking Handle and Associated Broom	Pending		Taiwan		
Ergonomic Handle for a Wrench	Pending		US	03/23/01	09/815,689
Ergonomic Handle for a Wrench	Pending		Taiwan	03/07/02	91104236
Flexibly Jointed Toilet Brush	Pending		Australia	06/30/99	36877/99
Flexibly Jointed Toilet Brush	Pending		Canada	07/07/99	2277705
Flexibly Jointed Toilet Brush	Pending		Europe	07/05/99	99112957.8
Flexibly Jointed Toilet Brush	Pending		Japan	07/26/99	210143/99
Flexibly Jointed Toilet Brush	Pending		Mexico	07/27/99	9906946
Flexibly Jointed Toilet Brush	Pending		Taiwan	07/08/99	88111615
Foldable Bakeware Carrying Container	Pending		US	08/30/02	60/407,205
Food Grater	12/21/99	154,046	Taiwan	04/05/96	88208303
Food Press w/Pivotal Strainer Plate	Pending		US	10/17/02	10/273,163
Food Thermometer	Pending		US	10/17/02	10/273,112
Food Thermometer	Pending		PCT		
Funnel Set	Pending		US	11/26/02	10/304,323
Funnel Set	Pending		PCT	12/05/02	US02/38750
Garden Tools and Ergonomic Handles Therefor	Pending		US	07/27/01	09/916,947
Garden Tools and Ergonomic Handles Therefor	Pending		Australia	08/10/01	57968/01
Garden Tools and Ergonomic Handles Therefor	Pending		Canada	08/08/01	2,354,947
Garden Tools and Ergonomic Handles Therefor	Pending		France	08/08/01	01/10608
Garden Tools and Ergonomic Handles Therefor	Pending		Germany	08/13/01	10139771.2
Garden Tools and Ergonomic Handles Therefor	Pending		Japan	08/10/01	201-243378
Garden Tools and Ergonomic Handles Therefor	Pending		UK	08/08/01	0119373.9
Grips Containing Microspheres	Pending		US		
Hand Shears - D	09/10/02	D462,586	US	11/28/00	29/133,363
Hand Shears - D	11/21/01	209,212	China	12/29/00	00348680
Hand Shears - D	Pending		Taiwan	01/12/01	90300239
Handle (OXO Steel)	Pending		US	11/18/02	90/006,453
Handle - D (OXO Steel)	11/15/00	142,274	Australia	01/10/00	65-2000
Handle - D (OXO Steel)	10/27/00	90,614	Canada	01/06/00	2000-0019
Handle - D (OXO Steel)	07/28/00	163581	China	01/12/00	00301327.8
Handle - D (OXO Steel)	Pending		Denmark	01/12/00	0021/2000



Handle - D (OXO Steel)	01/11/00	000120	France	01/11/00	000120
Handle - D (OXO Steel)	03/14/00	40000280.9	Germany	01/12/00	40000280.9
Handle - D (OXO Steel)	Pending		Italy	01/10/00	RM2000A000001
Handle - D (OXO Steel)	4/27/001	1,113,159	Japan	01/12/00	2000-000126
Handle - D (OXO Steel)	Pending		Mexico	01/07/00	000042
Handle - D (OXO Steel)	06/27/01	67085	Sweden	01/12/00	00-0033-1
Handle - D (OXO Steel)	07/11/01	ND-074504	Taiwan	01/12/00	89300228
Handle - D (OXO Steel)	04/03/00	2,089,224	UK	01/06/00	2,089,224
Handle (Knife - Chicago Cutlery "Signature" product line)	06/11/02	D458,510	US	01/10/01	29/135,341
Handle (Knife - Chicago Cutlery "Signature" product line)	05/02/02	147620	Australia	04/09/01	1181/2001
Handle (Knife - Chicago Cutlery "Signature" product line)	12/19/01	ZL01308681.2	China	04/11/01	01308681.2
Handle for Kitchen Utensil	04/27/01	D1113159			
Handle for Kitchen Utensil	04/27/01	D1113159	Japan		426307
Handle for a Wrench	Pending		US	03/23/01	29/139,036
Handle for a Wrench	Pending		Taiwan	09/21/01	90306071
Hook - D (Large)	Pending		US	07/06/01	29/144,566
Hook - D (Small)	06/11/02	D458,535	US	07/06/01	29/144,656
Ice Cream Scoop -D	Pending		US		
Jar Opener (Premium) - D	Pending		US		
Knife Sharpener w/Retractable Pull Through Portion	Pending	Provisional	US	01/09/03	60/438,919
Knife Sharpener Design (Dual)	Pending		US	01/10/03	29/174,102
Knife Sharpener (Retractable)	Pending		US	01/10/03	29/174,101
Measuring Cup	07/24/01	6,263,732	US	05/18/99	09/313,686
Measuring Cup with Reversed Indicia	Pending		US	04/24/02	10/131,935
Meat Tool (Premium) - D	Pending		US		
Method & Apparatus for Clipping an Instrument	Pending		US	10/18/02	10/273,488
Mirror - D	11/26/02	D465,933	US	07/06/01	29/144,563
Molded Product w/Rigid Core & Elastomeric Outer Element	Pending		US	07/05/01	09/899,674
Molded Product w/Rigid Core & Elastomeric Outer Element	12/20/01	201 11 675.8	Germany	07/13/01	20111675.8
Molded Product w/Rigid Core & Elastomeric Outer Element	Pending		Japan	07/16/01	2001-215481
Molded Product w/Rigid Core & Elastomeric Outer Element	Pending		Taiwan	08/09/01	90119489
Mop with Clamping Assembly	Pending		US	11/25/02	10/303,289
Mug - D	04/02/02	D455,049	US	01/10/01	29/135,339
Needlenose Pliers	05/09/00	D424,395	US	04/29/99	29/104175
Oblong Open Dish ("Corelle Coordinates")	Pending		US	05/15/02	29/160,710
Oven Thermometer	Pending		US	10/18/02	29/169,345
Oval Covered Casserole ("Creations")	Pending		US	08/05/02	29/165,096
Oval Open Dish ("Creations")	Pending		US	08/05/02	29/165,103
Paper Towel Dispenser (Rotating Article Dispenser)	Pending		US	01/10/03	10/340,116
Paper Towel Dispenser (Rotating Article Dispenser)	Pending		PCT		

Paper Towel Dispenser (Rotating Article Dispenser)	Pending		Taiwan		
Pivotal Guard Cover for Hand-Held Kitchen Peeler	Pending		US	01/08/03	10/338,413
Rack w/Pivoting Finger	Pending		PCT		
Rack w/Pivoting Finger	Pending		Taiwan		
Ramekin ("Creations")	Pending		US	08/05/02	29/165,102
Rect. Open Roaster ("Creations")	Pending		US	08/05/02	29/165,104
Release Coating for Metal Bakeware	Pending		US	04/25/02	10/132,618
Roasting Pan w/Pour Spout Corners & Bowed End Walls	Pending		US	06/28/02	10/185,412
Rolling Pin with Counter Weighted Eccentric Handle	Pending		US	01/12/01	09/760,435
Rolling Pin with Counter Weighted Eccentric Handle	Pending		Canada	06/25/01	2,352,401
Rolling Pin with Counter Weighted Eccentric Handle	Pending		EPO	06/25/01	1,116,448
Rotary Cheese Grater w/Press Plate Seal	Pending		US	11/08/02	10/291,258
Round Covered Casserole ("Corelle Coordinates")	Pending		US	05/15/02	29/160,711
Round Bowl ("Corelle Coordinates")	Pending		US	05/15/02	29/160,707
Round Covered Casserole ("Creations")	Pending		US	08/05/02	29/165,094
Round Dish ("Creations")	Pending		US	08/13/02	29/165,666
Round Open Dish ("Creations")	Pending		US	08/05/02	29/165,103
Scissors with Flexible Handle Segment	Pending		PCT	01/14/02	US02/00987
Seafood Cracker - D	02/04/03	D469,668	US	1/7/2002	29/153,382
Self-Securing Tool Handle	Pending		US	03/23/00	09/815,690
Self-Securing Tool Handle	Pending		PCT	03/21/02	US02/08670
Self-Securing Tool Handle	Pending		Taiwan	03/07/02	91104237
Shears (for Poultry)	04/15/96	NI-075481	Taiwan	05/25/95	84105258
Shears with Rotatable Handle	04/01/97	NI-085209	Taiwan	03/08/96	85102820
Sliding Dish Rack - D	Pending		US	10/15/02	29/169,138
Soap Dish (Horizontal) - D	Pending		US	12/30/02	29/173,496
Soap Dish (Large)	12/11/01	D451,733	US	07/06/01	29/144,567
Soap Dish (Small)	12/11/01	D451,734	US	07/06/01	29/144,619
Soap Dish (Small)	12/05/01	40106571.5	Germany	07/13/01	40106571.5
Soap Dish (Small)	Pending		Japan	07/13/01	2001-020590
Soap Dispensing Kitchen Brush	Pending		Australia	09/14/01	16251/01
Soap Dispensing Kitchen Brush	Pending		Canada	11/14/00	2,372,237
Soap Dispensing Kitchen Brush	Pending		China	11/14/00	00805057.0
Soap Dispensing Kitchen Brush	Pending		Germany	09/14/01	10084348.4
Soap Dispensing Kitchen Brush	Pending		Japan	09/14/01	2001-552756
Soap Dispensing Kitchen Brush	Pending		UK	11/14/01	0124829.3
Soap-Fillable Brush with Sealed Actuator	Pending		Canada	03/12/99	2265385
Soap-Fillable Brush with Sealed Actuator	Pending		China	04/16/99	99105109.2
Spice Grinding and Dispensing Mill	Pending		US	01/02/02	10/038,702
Spice Grinder	Pending		PCT	01/09/02	US02/00937
Tea Kettle	Pending		Canada	02/10/99	2261386
Tea Kettle	Pending		China	04/16/99	99105107.6
Tea Kettle	Pending		US	12/27/01	10/034,668
Tongs - D (Nylon Locking)	Pending		US	12/10/01	29/151,759

Tool Handle (Putty Knife)	09/03/02	D462,251	US	01/31/02	29/155,060
Toothbrush - D (Single)	12/11/01	D451,730	US	07/06/01	29/144,564
Toothbrush - D (Single)	12/06/01	40106572.3	Germany	07/13/01	40106572.3
Toothbrush - D (Double)	12/11/01	D451,731	US	07/06/01	29/144,568
Toothbrush - D (Double)	12/06/01	40106573.1	Germany	07/13/01	40106573.1
Toothbrush - D (Double)	Pending		Japan	07/13/01	2001-020588
Toothbrush - D (Double)	06/14/02	1149153	Japan	07/13/01	2001-020589
Toothbrush/Toothpaste Holder - D	12/11/01	D451,729	US	07/06/01	29/144,565
Travel Mug	Pending		US		
Universal Handle for Hand-Held Implement (REISSUE)	03/16/94	RE37190	US	12/04/92	985,918
Universal Handle for Hand-Held Implement	10/01/97	449,554	Austria	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	04/18/95	2,038,503	Canada	03/18/91	2,038,503
Universal Handle for Hand-Held Implement	10/01/97	449,554	Denmark	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	449,554	France	03/26/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	P69127765.6	Germany	03/27/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	449,554	Italy	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	09/19/96	2,564,209	Japan	03/26/91	84351/91
Universal Handle for Hand-Held Implement	10/01/97	449,554	Netherlands	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	2,109,934	Spain	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	449,554	Sweden	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	449,554	Switzerland	03/25/91	91302581.3
Universal Handle for Hand-Held Implement	10/01/97	449,554	UK	03/25/91	91302581.3
Utility Knife Handle	05/22/01	6,233,830	US	05/07/99	09/306,722
Utility Knife Having a Magnet for Retaining a Blade	Pending		PCT	04/10/01	US01/11592
Utility Knife - D	12/12/00	D434,960	US	05/07/99	29/104581
Vegetable Peeler (Julienne Fruit)	Pending		Taiwan		
Vegetable Slicer	Pending		US		
Vessel with Measuring Capability	Pending		US	07/18/01	09/908,529
Vessel with Measuring Capability	Pending		Canada	07/13/01	2,353,056
Vessel with Measuring Capability	01/03/02	201 12 170.0	Germany	07/23/01	20112170
Vessel with Measuring Capability	Pending		Japan	07/23/01	2001-255315
Vessel with Measuring Capability	Pending		Korea	05/08/02	30-2002-13333
Vessel with Measuring Capability	07/01/02	NI158246	Taiwan	07/24/01	90118055
Whisk Broom/Dust Pan Combo	09/10/02	D462,529	US	01/11/02	29/153,892

WKI Holding Company, Inc. licenses the following patents from Corning Incorporated:

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
Additives for Lead and Cadmium-Free Glazes	03/16/93	5,194,303	US	07/01/91	07/724125
Additives for Lead and Cadmium	03/25/96	181165	Mexico		923883

Additives for Lead and Cadmium			Japan		114773/1992
Additives for Lead and Cadmium			Canada		2066496
Additives for Lead Free Frits	09/22/92	5,149,565	US	10/31/91	07/785484
Additives for Lead Free Frits	11/27/95	180,244	Mexico	10/28/92	926226
Additives for Lead Free Frits			Canada	05/01/99	2076827-4
Additives For Lead Free Frits	12/06/95	EPO53970	EU		92115732.7
Colored Glass-Ceramics	12/03/91	5,070,043	US	10/26/90	07/603407
Colored Glass-Ceramics	04/12/95	EPO48228	EU		91106430.1
Colored Glass-Ceramics	04/12/95	P6910884	W		EPO482286
Colored, Opaque Glass- Ceramic	02/20/96	5,492,869	Germany US	02/13/95	08/387954
Low Temperature Led And Cadmium-Free Frits	05/20/86	4,590,171	US	05/29/85	738860
Method for Vacuum Forming Dishes from a Ribbon	10/24/95	5,460,638	US	09/30/93	08/129757
Molten Glass Delivery and Conditioning System	02/23/88	4,726,831	US	01/12/87	2,578
Processes for Producing Colored Glass	08/06/91	5,037,701	US	07/27/90	558812
Hydrogen Containing Gas-Ceramics	08/15/88	4,784,977	US	03/11/88	167,181
Blue Transparent Glass-Ceramic Articles	11/12/91	5,064,460	US	10/29/90	604,177
Colored Glass Ceramic	01/12/93	5,179,045	US	08/30/91	753,316
Colored Glass Ceramic	09/13/95	EPO52924	EU		92111208.2
Colored Glass Ceramic	06/13/96	1042	HK		1042
Colored Glass Ceramic	08/15/96	9691102-9	Singapore		UK0529241
Beige-tinted Glass Ceramic	12/11/90	4,977,110	US	01/12/90	464,372
Beige-tinted Glass Ceramic	05/25/94	EPO43680	EU	05/25/94	90121839.6
Beige-tinted Glass Ceramic	05/25/94	P6900916	W.	05/25/94	EPO436806
Burgundy Colored Glassware	04/20/93	5,204,293	Germany US	08/23/91	749,121
Burgundy Colored Glassware	04/18/97	2627998	Japan		223949/1992
Champagne Colored Glasses	07/25/95	5,436,206	US	06/10/94	258,268
Champagne Colored Glasses	05/12/97	184655	Mexico		9502577
Champagne Colored Glasses		2148663	Canada		
Properties for Cooking...	01/08/97	EPO57680	EU		93107644.2
Properties for Cooking...	01/08/97	P6930719	W		EPO576809
Transparent Glass Ceramic Light	07/02/85	4,526,872	Germany US	02/22/84	582,277

Ceramic Light Brown Transparent Glass	01/20/86	8307595	France		8307595
Ceramic Light Brown Transparent Glass	05/30/86	8400349	France		8400349
Ceramic Light Brown Thermally Crystallized Glass	11/22/88	4786617	US	11/22/88	163528
Thermally Crystallized Glass	12/28/95	093540	S .Korea		6608/1988
Thermally Crystallized Glass	02/06/91	EPO32673	EU		88305454.6
Thermally Crystallized Glass	04/28/92	568921	Canada		1299590
Thermally Crystallized Glass	03/26/91	18140/88	Australia		603903
Thermally Crystallized Glass	05/16/96	311409	Argentina		249267
Crystallized Glass Decorative Enamel...Coefficie nts of Thrmal Exp	07/30/95	4,532,221	US	02/21/84	581,729
Decorative Enamel...Coefficie nts of Thrmal Exp	07/30/85	4,532,223	US	03/14/84	589,993
Decorative Enamel...Coefficie nts of Thrmal Exp	08/18/87	4,687,751	US	03/06/86	836,767
Opal Glass w/ White Tint	03/27/91	240895	Argentina		305097
Opal Glass w/ White Tint	08/21/84	4,467,039	US	05/09/83	492,953
Potassium Fluorrichterite Glass Ceramics	12/24/92	1722114	Japan		82787/84
Potassium Fluorrichterite Glass Ceramics	05/13/86	1204455	Canada		447810
Potassium Fluorrichterite Glass Ceramics	08/06/86	EPO12657	EU		84302998.4
Potassium Fluorrichterite Glass Ceramics	04/15/86	4,582,760	US	05/20/85	735,660
Glazes for Glass Ceramics	07/26/88	505134	Canada		1239654
Glazes for Glass Ceramics	08/26/86	4,608,348	US	11/04/85	794,841
Containing Fluorrichterite Glass Ceramics	09/08/89	584248	Australia		64460/86
Containing Fluorrichterite Glass Ceramics	08/25/92	PI8605398	Brazil		PI8605398
Containing Fluorrichterite Glass Ceramics	01/31/90	EPO22247	EU		86307475.3
Containing Fluorrichterite Glass Ceramics	10/17/95	1976456	Japan		241156/1986
Containing Fluorrichterite Glass Ceramics	05/08/92	168746	India		794/MAS/86
Containing Fluorrichterite Glass Ceramics	11/01/90	886/1990	HK		886/1990
Containing Fluorrichterite Haze Free Glass Ceramics	07/10/90	4,940,674	US	11/13/89	434,188
Lithium Disilicate Glass Ceramics	06/15/93	5,219,799	US	10/07/91	772,217

Glass Ceramics					
Lithium Disilicate Glass Ceramics	09/13/95	EPO53647 9	EU		92111206.6
Lithium Disilicate Glass Ceramics			India		912/DEL/92
Lithium Disilicate Glass Ceramics			Japan		228386/1992
Colored Opaque Glass Ceramic	02/20/96	5,492,869	US	02/13/95	387,954
Lead Free Enamel Compositions	07/05/94	5,326,728	US	10/12/93	134,664
Non-Stick Coatings on Glass	10/09/90	4,961,996	US	12/22/88	288,689
Non-Stick Coatings on Glass	07/22/92	EPO32388 2	EU		89300007.5
Non-Stick Coatings on Glass	08/03/94	EPO38637 9	EU		89400649.3
Process for Producing Colored Glass	08/06/91	5,037,701	US	07/27/90	558,812
Articles Bearing a Non-Stick Coating	08/03/94	EPO38638 0	EU		89400650.1
Water Repellent Properties	01/08/97	EPO56574 3	EU		92106316.0
Applicator Blade Assembly	04/24/84	4444102	US		332724
Applicator Blade Assembly	10/29/85	1195875	Canada		4168500
Applicator Blade Assembly	04/24/84	4,444,102	US	12/21/81	332,724
Transparent Glass Ceramic Articles	12/03/91	5,070,045	US	11/30/90	620,091
Transparent Glass Ceramic Articles	11/17/94	EPO43722 8	EU		91100155.0
Transparent Glass Ceramic Articles	04/09/93	9000326	France		FR9000326
Transparent Glass Ceramic Articles	03/16/95	380/95	HK		UK0437228
Transparent Glass Ceramic Articles	04/15/95	282/95	Singapore		UK0437228
	12/31/95	9314881	France		FR9314881
	11/21/95	5468693	US		08/333718
Colored Glass Ceramic Articles	01/05/93	5,176,961	US	10/07/91	772,216
Colored Glass Ceramic Articles	01/03/96	EPO53657 2	EU		92115894.5
Colored Glass Ceramic Articles	06/13/96	1041	HK		1041
Colored Glaze with Controlled Texture	10/26/93	5,256,179	US	04/17/92	870,676
Colored Glaze with Controlled Texture	08/02/95	EPO56588 1	EU		93104235.2
Forehearth Colorant	10/26/93	5,256,602	US	07/08/92	910,538
Forehearth Colorant	09/11/96	EPO57802 2	EU		93109662.2
Decal Transfer Process	04/05/94	5,300,170	US	03/01/93	2,058
Decal Transfer Process	03/12/97	EPO53965 9	EU	03/12/97	92111201.7
Glass for Laminated glass Articles	12/24/96	5,559,060	US	04/24/95	427,317
Strong Surface Crystallized Glass Articles	01/28/92	5,084,328	US	12/24/90	632,935

Fluorophosphate Opal Glass	11/08/83	1156683	Canada		3804992
Opal Glasses Having Apatite Opacifying	08/20/85	4,536,480	US	03/23/84	592,929
Opal Glasses Having Apatite Opacifying	08/20/85	4,536,481	US	03/23/84	592,960
Molten Glass Delivery and Conditioning	02/23/88	4,726,831	US	01/12/87	2,578
Molten Glass Delivery and Conditioning	08/07/91	EPO27517 3	EU		88300209.9
Article Decorating Method for	05/01/84	4,445,432	US	07/28/80	173,129
Decorating Low- Expansion Ceramic	04/03/84	4,440,810	US	04/22/82	370,678
	12/25/84	D276,875	US		408156
Glass Ceramics and Color Package	06/06/95	5,422,318	US	01/10/94	258,271
Colored Glass Ceramics and Method	10/03/95	5,455,207	US	09/01/94	299,354
Method of Producing a Composite Body	07/28/87	4,683,168	US	02/18/86	830,276
Method of Producing a Composite Body	03/05/87	35545	Chile		733/85
Method of Producing a Composite Body	09/05/90	EPO18806 5	EU		85307983.8
Method of Producing a Composite Body	01/24/91	73/1991	HK		73/1991
Collector Membrane Collector	07/30/85	4,532,175	US	08/22/83	524,401
Membrane Collector	01/06/87	1216112	Canada		436699
Membrane Collector	01/10/85	525620	Spain		525620
Method of Decorating For Pressure Release - Decalomania	05/31/84	2085459	Gr. Brit.		8032236
Thermoplastic Inks For Decorating Purposes	05/31/84	2085460	Gr. Brit.		8032237
Thermoplastic Inks For Decorating Purposes	09/18/84	4,472,537	US	08/22/83	525,123
Thermoplastic Inks For Decorating Purposes	12/17/85	1198241	Canada		415258
Thermoplastic Inks For Decorating Purposes	03/25/87	EPO10599 4	EU		82306905.9
Thermoplastic Inks For Decorating Purposes	12/14/92	1718514	Japan		80673/1983
Thermoplastic Inks For Decorating Purposes	06/27/84	520183	Spain		520183
Method For Vacuum Forming Dishes	10/24/95	5,460,638	US	09/30/93	129,757
Printing Apparatus and Method	11/06/84	4,480,540	US	12/21/81	332,726

Printing Apparatus and Method	11/05/85	1196226	Canada		416837
Printing Transfer Device	04/03/84	4,440,589	US	12/21/81	332,722
Printing Transfer Device	10/29/85	1195876	Canada		4168518
Non-Slip Design Transfer	11/13/84	4,481,879	US	09/29/82	427,512
Artwork Alignment	04/12/83	4,379,818	US	12/21/81	332,725
Printing Apparatus	11/29/83	4,417,513	US	09/17/82	419,471
Printing Apparatus	03/03/87	1218562	Canada		434822
Glass made of Pink Borosilicate	02/22/94	5,288,668	US	08/09/93	103,214
Glass made of Pink Borosilicate			Argentina		326197
Glass made of Pink Borosilicate			Canada		2105511
Glass made of Pink Borosilicate	11/15/95	EPO58806	EU		93112902.7
Glass made of Pink Borosilicate	11/25/94	9210906	France		921096
Glass made of Pink Borosilicate	04/18/97	2628011	Japan		227704/1993
Glass made of Pink Borosilicate	06/17/96	181893	Mexico		935614
Glass made of Pink Borosilicate	01/07/95	67660	Taiwan		82107621
Lead Free Frits	03/05/84	8102869	France		8102869
Lead Free Frits	12/07/83	2069479	Gr. Brit.		8104363
Lead Free Frits	04/19/90	P3103438.	Germany		P3103438.1
Lead Free Frits	06/28/89	1504375	Japan		19900/1981
Fluorine Containing Lead Free Glaze	01/31/95	5,385,871	US	03/07/94	206,323
Fluorine Containing Lead Free Glaze	06/18/97	EPO67136	EU		95102551.9
Lead Free Frits	02/11/85	8102868	France	02/11/85	8102868
Lead Free Frits	06/22/83	2069993	Gr. Brit.		8104364
Lead Free Frits	12/07/89	P3103437.	Germany		P3103437.3
Lead Free Frits	06/28/89	1504376	Japan		19991/1981
Low Temperature Frits	05/20/86	4,590,171	US	05/29/85	738,860
Low Temperature Frits	01/10/89	1248556	Canada		505605
Low Temperature Frits	10/30/91	EPO20443	France		86303418.7
Low Temperature Frits	09/27/95	1971423	Japan		112435/1986
Transparent Lead Free Glazes	04/20/93	5,204,291	US	04/17/92	870,677
Transparent Lead Free Glazes	05/29/96	EPO56588	EU		93104233.7
Transparent Lead Free Glazes			Japan		85807/1993
Transparent Lead Free Glazes			Korea		93-6497
Transparent Lead Free Glazes	04/14/97	184405	Mexico		932197
Transparent Lead Free Glazes	08/20/96	77811	Taiwan		82102338
Laminated Gob	05/03/83	4,381,932	US	05/01/81	259,395
Laminated Gob	06/28/83	4,390,593	US	05/01/81	346,027



Schedule V(a)  
to Guarantee and  
Collateral Agreement

PATENTS

World Kitchen, Inc. is the registered owner of the following patents:

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
Collapsible Barbecue Tools (Cont. Appln of 6,266,885 & 6,047,476)	04/23/02	6,374,500	US	05/02/01	09/847,267
Container Cover - D (Corningware glass lid)	11/05/02	D465,129	US	06/08/01	29/143,193
Container Cover - D ("French White" Round Lid) Cont. Appln		D468,155	US	02/01/02	29/154,967
Container Cover - D ("French White" Loaf Lid) Cont. Appln		D468,154	US	02/01/02	29/154,964
Container Cover - D ("French White" Square) Cont. Appln.		D464,847	US	02/01/02	29/155,076
Container Cover - D ("French White" Oblong Lid)	06/25/02	D459,146	US	06/08/01	29/143,201
Container Cover - D ("French White" Roaster Lid)	Pending		US	06/08/01	29/143,200
Container Cover Handle (Fish-Shaped)	10/22/02	D464,527	US	06/08/01	29/143,188
Cookware Handle (Revere Cookware)	Pending		US	01/11/02	29/153,741
Cookware - Sauce Pan Rim (OXO Vented Cookware)	Pending		US	11/28/01	29/150,745
Cookware - Sauce Pan Lid Rim (OXO Vented Cookware)	Pending		US	11/28/01	29/150,737
Cookware - Skillet/Saute Pan Rim (OXO Vented Cookware)	Pending		US	11/28/01	29/150,759
Cookware - Skillet/Saute Pan Lid Rim (OXO Cookware)	Pending		US	11/28/01	29/150,738
Cookware - Stock Pot Rim (OXO Vented Cookware)	Pending		US	11/28/01	29/150,746
Cookware - Stock Pot Lid Rim (OXO Vented Cookware)	Pending		US	11/28/01	29/150,736
Cookware - Pot Handle (OXO Vented Cookware)	Pending		US	06/20/02	29/162,753
Cookware - Skillet Handle (OXO Vented Cookware)	Pending		US	06/18/02	29/162,586
Cookware - Pan Handle (OXO Vented Cookware)	Pending		US	06/18/02	29/162,587
Cover/Pan Packaging (Revere Cookware)	Pending		US	12/18/01	10/023,209
Cookware - Vented Cookware (Utility)	Pending		US	11/21/02	10/301,534
Dish (Violets are Blue)	05/02/01	277,042	KR	08/07/00	2000-20703
Dish (Forget Me Not)	05/02/01	277,041	KR	08/07/00	2000-20702
Fluted Container ("French White" - Oblong)	Pending		US	06/08/01	29/143,190
Fluted Container ("French White" - Round)	02/04/03	D469,662	US	06/08/01	29/143,191
Fluted Container ("French White" - Oval)	01/28/03	D469,315	US	06/08/01	29/143,194
Fluted Container ("French White" - Square)	01/28/03	D469,313	US	06/08/01	29/143,189

Fluted Container ("French White" - Loaf)	12/17/02	D467,128	US	06/08/01	29/143,198
Grater - D	09/25/01	D448,256	US	01/14/00	29/117,033
Grater - D	05/18/01	D92370	Canada		2000-1743
Handle for a Cheese Grater	05/28/02	D457,780	US	12/01/00	29/133,545
Handle Grip	07/24/01	D445,301	US	04/20/00	29/122,199
Handle Neck	06/26/01	D444,031	US	04/20/00	29/122,171
Kettle - D	06/30/00	89,867	Canada	10/12/99	1999-2458
Kitchen Utensil - D	11/24/00	90,887	Canada	02/08/00	2000-0352
Kitchen Utensil - D	11/24/00	90,886	Canada	02/08/00	2000-0350
Kitchen Utensil - D	05/25/01	D92429	Canada	02/08/00	2000-0349
Kitchen Utensil - D	05/18/01	D92387	Canada	n/a	2000-0351
Kitchen Utensil Handle - D	11/15/00	142,282	Australia	1/13/2000	89/2,000
Lid with Brush (Barbecue)	04/30/02	D456,142	US	01/12/01	29/135,531
Multiple Use Spatula Tool Head-D (Barbecue Tool)	11/20/01	D450,548	US	01/12/01	29/135,588
Multiple Use Spatula Tool Handle Sleeve - D (Barbecue Tool)	05/07/02	D456,667	US	01/12/01	29/135,597
Napkin Holder - D	11/20/01	D450,543	US	12/01/00	29/133,543
Pan Rim	Pending		US	09/19/02	29/167,698
Pastry Brush Cap - D	01/31/02	94,534	Canada		2000-1740
Pastry Brush Cap - D	11/06/01	D449,932	US	01/14/00	29/117,055
Pastry Brush Handle - D	03/19/02	D454,432	US	11/29/00	29/135,386
Peeler Handle - D	12/19/00	D435,202	US	01/14/00	29/117,080
Peeler Handle - D	11/24/00	90,975	Canada	07/05/00	2000-1744
Pizza Cutter Handle	10/02/01	D448,611	US	11/29/00	29/133398
Plate Holder - D	11/27/01	D450,967	US	01/14/00	29/117,078
Plate Holder - D (Canada)	01/26/01	91399	Canada	07/05/00	2000-1746
Ring Guard for Measuring Spoon - D	10/16/01	D449,238	US	01/14/00	29/117,034
Utensil with Ring Guard	08/03/00	2000-1741	Canada	08/03/00	11869
Scraper (Divisional Application)	Pending		Taiwan	09/18/00	89306307
Sealing Cover for a Container	Pending		US	12/20/2001	10/027,778
Spatula with Edge Strip - D	06/04/02	D458,090	US	01/12/01	29/135,482
Spatula with Edge Strip (D) (Divisional)	10/22/02	D464,536	US	11/12/01	29/154,361
Spoon w/Edge Strip - D	09/18/01	D447,912	US	01/12/01	29/135,589
Tea Kettle - D	Pending		France	11/10/00	29/104,658
Thermal Carrier (Corningware)	06/11/02	D458,508	US	06/08/01	29/143,192
Timer - D	10/16/01	D449,232	US	01/14/00	29/117,032
Timer - D	02/03/01	91606	Canada	02/23/00	2000-1745
Utensil Handle	05/15/01	D422,024	US	4/18/00	29/122,033
Utensil Handle - D (Scoop - Wal Mart)	04/24/01	D440,816	US	04/18/00	29/122,034
Utensil Handle - D (Kmart)	05/15/01	D442,024	US	04/18/00	29/122,033
Utensil Handle	04/10/01	D440,116	US	04/20/00	29/122,175
Utensil Handle ("Blanc" - Cuisinart)	12/04/01	D451,343	US	01/12/01	29/135,579
Utensil Handle - D (Jumbo Spatula)	01/01/02	D452,632	US	01/12/01	29/135,576
Utensil Handle-D ("White") (Cuisinart)	12/04/01	D451,341	US	01/12/01	29/135,480
Utensil Handle - D ("Roof Top")	04/24/01	D440,817	US	08/11/00	29/127,726
Utensil Handle-D ("Corelle Coordinates")	12/04/01	D451,342	US	01/12/01	29/135,484
Utensil Handle (Revere/All Nylon)	01/22/02	D452,996	US	01/12/01	29/135,596
Utensil Handle - D (Revere/SS & Nylon)	04/30/02	D456,209	US	01/12/01	29/135,577

Nylon)					
Utensil Handle(D) (Whisk,Pizza Cutter,Pastry Brush) (Cuisinart	12/18/01	D452,113	US	01/14/00	29/117,081
Utensil Handle(D) (Whisk,Pizza Cutter,Pastry Brush) (Cuisinart	10/31/01	93791	Canada	04/05/00	2000-1742
Utensil Handle - D (Pizza Cutter - Divisional)	Pending		US	11/29/00	29/133,398
Utensil Handle - D (Pastry Brush Handle - Divisional)	03/19/02	D454,432	US	01/14/00	29/135,386

PATENTS

WKI Latin America Holding, LLC

None.

PATENTS

World Kitchen (GHC), LLC

None.

PATENTS

EKCO Group, LLC

None.

Schedule V(a)  
to Guarantee and  
Collateral Agreement

PATENTS

EKCO Housewares, Inc.

Patents

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
Baking Pan	06/27/00	D427,009	US	01/24/92	07/826,171
Braided Bottom Loaf Pan - D	06/15/99	D411,075	US	03/27/97	29/068,684
Braided Bottom Ring Pan - D	09/15/98	D398,185	US	03/27/97	68,304
Cake Pan (Oblong "S" Design)	01/02/01	D435,756	US	10/12/99	29/112,200
Cake Pan (Oblong "S" Design)	06/20/00	90,723	Canada	04/10/00	2000-0924
Cake Pan (Loaf - "S" Design)	02/06/01	D437,180	US	10/12/99	29/112,199
Cak Pan (Loaf - "S" Design)	10/31/00	90,722	Canada	04/10/00	2000-0923
Cake Pan (Loaf - "S" Design)			Canada	04/10/00	2000-0923
Clothespin ("Dolphin")	08/31/99	D413,418	US	08/10/98	29/091,951
Clothespin ("Dog")	09/14/99	D414,006	US	08/10/98	29/091,952
Clothespin or Multipurpose Clamp (Sliding Clothespin)	07/31/01	6,266,854	US	04/30/99	09/302,256
Collapsible Barbecue Tools	01/09/01	6,170,161 B1	US	03/13/00	09/524,316
Collapsible Barbecue Tools	04/26/00	2,331,450B	Hong Kong		99104044.0
Collapsible Barbecue Tools	07/07/98	5,774,994	US	07/29/96	681,775
Collapsible Barbecue Tools	01/29/02	2,259,684	Canada	07/07/97	2,259,684
Collapsible Barbecue Tools	04/11/00	6,047,476	US	04/10/98	09/037,220
Collapsible Barbecue Tools	07/31/01	6,266,885B1	US	12/04/00	09/729603
Collapsible Barbecue Tools	04/26/00	2,331,450B	Gr. Britain	01/28/99	9901911.9
Collapsible Barbecue Tools	07/31/98	84,443	Canada	01/05/99	1997-0167
Collapsible Barbecue Tools	05/30/00		Japan	05/30/00	508817/98
Collapsible Barbecue Tools	n/a	n/a	Mexico	01/25/99	990921
Collapsible Barbecue Tools	n/a	n/a	W. Apln	n/a	US97/11867
Collapsible Barbecue Tools	07/29/96	2,062,803	Gr. Britain	01/29/97	2062803
Collapsible Barbecue Tools	09/11/00	120,570	Taiwan	07/25/97	86110588
Collapsible Barbecue Tools	06/16/00	066,924	Taiwan	01/29/97	86300820
Collapsible Barbecue Tools		1031653	Japan	01/29/97	2250/1997
Collapsible Barbecue Tools	Pending		Mexico	01/28/97	970074
Combination Cake Server, Salad Bowl and Dip Tray	10/07/97	D384,554	US	01/16/96	48,967
Combined Pineapple-Shaped Salt and Pepper Shaker	05/16/00	D424,882	US	05/10/99	29/104,630
Cookware Handle	08/25/98	D397,272	US	01/09/97	64,695
Cookware Handle	04/29/99	ZL97313382	China	07/09/97	97313382.1
Cookware Handle	03/24/00	9719917.4M	Hong Kong	07/09/97	97100174M00
Cookware Handle	12/19/00	069,510	Taiwan	05/09/00	86305871

Cookware Handle (Divisional)	12/10/99	98326113.X	China	07/09/97	9832605.x
Cutlery Block	09/21/99	D414,086	US	08/11/97	29/078,229
Cutlery Block and Cutting Board	06/08/99	D410,822	US	08/11/97	29/076,080
Cutlery Block with Spice Jar Openings	09/08/98	D397,916	US	08/11/97	77,028
Cutlery Block with Spice Rack	12/08/98	D402,163	US	08/11/97	76,079
Handle for a Collapsible Barbecue Tool - D	06/16/00	066,924	Taiwan	n/a	86,300,820
Handle for a Collapsible Barbecue Tool - D	Pending		Mexico		
Handle for a Collapsible Barbecue Tool - D	06/02/98	D394,783	US	07/29/96	57,608
Handle for a Kettle	02/02/99	D404,966	US	10/09/97	77,698
Handle for a Kettle	03/24/00	9710017.4M002	Hong Kong	07/09/97	9710017.4
Handle for Saucepan	03/24/00	9710014.4M001	Hong Kong		
Handle for Splatter Shield	Pending		Canada	07/02/99	1999-1579
Handle for Splatter Shield	11/05/99	9910819.7	Hong Kong	07/05/99	9910819.7
Handle for Splatter Shield	Pending		China	07/05/99	99308887.2
Handle for Splatter Shield	08/15/01	073223	Taiwan	07/03/99	88,304,323
Handle for Splatter Shield	02/08/00	D420,249	US	01/05/99	29/098,725
Hook - D (Mug Hook Assembly)	08/08/00	D429,144	US	05/10/99	29/104,631
Hook - D (Monkey)	09/12/00	D430,791	US	05/18/99	29/105,118
Hook - D (Name Plate)	08/01/00	D428,802	US	05/10/99	29/104,628
Kettle Handle - D	01/09/01	074041	Taiwan	03/05/01	88306684
Kitchen Tool Handle	09/26/95	D362,591	US	04/28/94	22,071
Kitchen Gadget Handle (PRO Measuring Cups)	09/02/97	D384,242	US	01/11/96	29/048,672
Handle for Kitchen Utensil (PRO Measuring Spoons)	09/02/97	D383,034	US	01/11/96	29/048671
Kitchen Utensil Handle	11/24/98	D401,473	US	09/25/97	29/077,048
Kitchen Utensil Handle	09/25/97	2,073,417	Gr. Britain	03/23/98	2,073,417
Kitchen Utensil Handle	07/11/00	D427,848	US	08/10/99	29/109,094
Kitchen Utensil Handle	Pending		Canada	02/08/00	29/109,138
Kitchen Utensil Handle	05/08/01	D441602	US	08/10/99	29/109,095
Kitchen Utensil Handle	04/03/01	D439,800	US	09/10/99	29/110,726
Kitchen Utensil Handle	10/03/00	068,176	Taiwan	03/24/98	87,302,023
Kitchen Utensil Handle - D	11/24/00	90,886	Canada		
Lid Handle	06/16/98	D395,196	US	01/09/97	64,729
Lid Handle	04/08/99	ZL97313383	China	n/a	n/a
Lid Handle	07/09/97	9710016.2	Hong Kong	07/09/97	9710016.2
Lid Handle	12/27/00	069,778	Taiwan	07/08/97	86305870
Pizza Crisper	04/02/96	5,503,063	US	02/03/94	190,942
Pizza Crisper		2,182,687	Canada	12/02/96	2182687
Pizza Crisper	02/03/95	281109	New Zealand	02/03/95	281109
Sliding Clothespin	06/06/00	D426,363	US	04/23/99	29/103,781
Splatter Shield - D	Pending		Taiwan	09/29/99	88123434
Splatter Shield - D	04/04/00	D422,175	US	01/05/99	29/098724
Splatter Shield - D	05/02/00	6,056,146	US	01/05/99	09/225,266
Splatter Shield - D	Pending		China	07/05/99	99308889.9
Splatter Shield - D	03/06/02	076,869	Taiwan	07/03/99	88304324
Splatter Shield - D	09/29/00	90,402	Canada	07/02/99	1999-1579



Splatter Shield - D	09/29/00	90,401	Canada		1999-1578
Splatter Shield - D	11/05/99	9910820.9	Hong Kong	07/05/99	9910820.9
Splatter Shield	03/04/02	181,781	PCT		
Tea Kettle	01/09/01	D435,997	US	05/27/99	29/105627
Tea Kettle - D	Pending		France	11/10/99	29/105,627
Tea Kettle - D	Pending		Italy		MI990000660
Tea Kettle - D	Pending		Italy	11/10/99	MI990000660
Tea Kettle Handle ("Kensington")	11/07/00	D433,276	US	04/14/99	29/103,407
Tea Kettle Handle - D ("Kensington")	09/30/00	99314543.4	China	04/14/99	29/103,407
Tea Kettle Handle ("Kensington")	12/30/99	9911366.6	Hong Kong	12/30/99	9911366.6
Utensil - D		2,093,556	Gr. Britain	06/16/00	2093556
Utensil Handle - D (Turner with Fish Cutout Design)	05/16/00	D424,872	US	06/07/99	29/106,049
Utensil Handle - D (Turner with Fish Cutout Design)	04/11/01	143,565	Australia	01/14/00	108/2000
Utensil Handle - D (Turner with Fish Cutout Design)	11/01/01	145,719	Australia	01/03/01	21/2001
Utensil Handle - D (Turner with Fish Cutout Design)	04/27/01	92,146	Canada	12/06/99	1999-2961
Utensil Handle - D (Turner with Fish Cutout Design)	06/29/00	2,089,518	Gr. Britain	01/14/00	2089518
Utensil Handle - D (Turner with Fish Cutout Design)	06/29/01	2,093,556	Gr. Britain	06/16/00	2093556
Utensil Handle - D (Turner with Fish Cutout Design)	03/17/00	0010076.2M001	Hong Kong	01/14/00	0010076.2M001
Utensil Handle - D (Turner with Fish Cutout Design)	08/21/00	181,346	India	01/14/00	181346
Utensil Handle - D (Turner with Fish Cutout Design)	08/21/00	181346	India	06/26/00	182726
Utensil Handle - D (Turner with Fish Cutout Design)	Pending		Japan	01/14/00	326/2000
Utensil Handle - D (Turner with Fish Cutout Design)	04/17/01	0276508	Korea	01/14/00	2000-849
Utensil Handle - D (Oyster Shucker Handle)	04/17/01	0276511	Korea	01/14/00	2000-852
Utensil Handle - D (Turner with Fish Cutout Design)	10/16/00	MY 00-00012	Malaysia	01/14/00	00-00012
Utensil Handle - D (Turner with Fish Cutout Design)	Pending		Mexico	01/14/00	000014
Utensil Handle - D (Turner with Fish Cutout Design)	04/19/01	400391	New Zealand	01/14/00	400391
Utensil Handle - D (Turner with Fish Cutout Design)	06/07/01	401660	New Zealand	04/09/01	401660
Utensil Handle - D (Turner with Fish Cutout Design)	Pending		Philippines	01/14/00	3-2000-00017
Utensil Handle - D (Turner with Fish Cutout Design)	Pending		Singapore		
Utensil Handle - D (Turner with Fish Cutout Design)	Pending		Taiwan	01/14/00	89300320
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	06/20/00	D426,747	US	06/15/99	29/106,387
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	04/11/01	143,564	Australia	01/14/00	107/2000
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	Pending		Canada	12/14/99	1999-3029
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	06/29/00	2,089,519	Gr. Britain	01/14/00	2089519
Utensil Handle - D (Oyster Knife with Fish Cutout Design)	03/17/00	0010076.2M002	Hong Kong	01/14/00	0010076.2M002

Utensil Handle - D (Seafood Fork with Fish Cutout Design)	03/17/00	0010076.2M003	Hong Kong	01/14/00	0010076.2M003
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	11/15/00	181,347	India	01/14/00	181347
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	09/01/01	1,126,164	Japan	01/14/00	327/2000
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	04/17/01	276,509	Korea	01/14/00	2000-850
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	Pending		Mexico	01/14/00	000016
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	04/12/01	400,389	New Zealand	01/14/00	400389
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	Pending		Philippines	01/14/00	3-2000-00019
Utensil Handle - D (Seafood Fork with Fish Cutout Design)	Pending		Taiwan	01/14/00	89300319
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	08/08/00	D429,112	US	06/28/99	29/107,135
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	04/11/01	143,563	Australia	01/14/00	
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	04/27/01	92147	Canada	12/14/99	1999-3028
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	06/29/00	2,089,520	Gr. Britain	01/14/00	2089520
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	03/17/00	0010076.2M004	Hong Kong	01/14/00	0010076.2M004
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	11/15/00	181,354	India	1/17/00	181354
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	Pending		Japan	01/14/00	328/2000
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	04/17/01	276,510	Korea	01/14/00	2000-851
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	Pending		Mexico	01/14/00	000015
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	04/19/01	400,390	New Zealand	01/14/00	400390
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	Pending		Philippines	01/14/00	3-2000-00018
Utensil Handle - D (Lobster Cracker with Fish Cutout Design)	Pending		Taiwan	01/14/00	89300321
Utensil Handle - D ("Soft Sides")	04/11/00	D422,451	US	01/08/99	29/099,000
Utensil Handle - D ("Soft Sides")	11/19/99	11498	Canada	07/07/99	1999-1615
Utensil Handle - D ("Soft Sides")	01/08/99	2,084,751	Gr. Britain	07/06/99	2,084,751
Utensil Handle - D	11/15/00	142,282	Australia	10/30/00	89/2000
Utensil Handle - D ("Folded" Handle)	07/11/00	D427,847	US	07/13/99	29/107,749
Utensil Handle - D ("Folded" Handle)	06/29/01	D92816	Canada	01/12/00	2000-0046
Utensil Handle - D ("Folded" Handle)	05/24/01	400385	New Zealand	01/13/00	400385
Utensil Handle - D (Divisional) ("Folded" Handle)	Pending		New Zealand		401,640

Utensil Handle - D

04/11/01

D143565

Australia

01/24/01

108/2000

Utensil - D

D92148

Canada

1999-3029

World Kitchen, Inc.

Trademarks

Trademark	Status/C	Reg./Ser. No.	Country Name
CORELLE	Reg'd. Cl. 23	258,707	China
CORELLE in Chinese Characters	Reg'd. Cl. 21	791,511	China
CORELLE in Chinese Characters	Reg'd. Cl. 21	1,446,897	China
REVERE	Reg. Cl. 21	542,723	China
REVERE WARE	Registered	647,435	China

World Kitchen, Inc.

Patents

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
Collapsible Tumbler Sleeve	02/28/95	D355,847	US	07/19/93	29/011,252
Container Lid	11/09/99	D416,170	US	09/16/99	29/093,659
Handle - D (Revere Cookware)	06/13/00	D426,424	US	11/24/98	29/096,965
Handle	12/17/99	88,296	Canada	12/14/98	1998-3037
Lid Handle	07/09/96	D371,486	US	3/25/94	29/020,385
Measuring Cup	08/29/89	D303,055	US	12/22/86	944617
Measuring Spoon	08/29/89	D303,056	US	12/22/86	944,618
Method of Forming a Vessel Pouring Spout	08/30/94	5,341,668	US	12/30/92	07/998,58
Pot Handle	09/10/96	D373,505	US	06/20/94	29/020386
Vent Valve	10/19/99	D415,386	US	09/14/98	29/093,572
Vent Valve	04/25/00	6,053,474	US	09/16/98	09/153,185
Vessel with Pouring Spout Inducing Constant Geometry, Non-Turbulent Stream and Vented Closure for Same	02/14/95	5,388,732	US	07/15/92	07/913,199

World Kitchen (GHC), LLC

Patents

<u>Title</u>	<u>Issue Date</u>	<u>Patent No</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Serial #</u>
6-in-1 Tool/Combination Tool Handle		D448,268	US	09/14/00	29/129,338
Bag Handle - D	08/20/96	D372,865	US	09/28/95	044648
Bottle Opener - D	01/19/99	D404,268	US	06/15/98	89,443
Bottle Stopper/Opener	01/30/01	6,179,138	US	01/07/99	09/226,797
Brake for Device for Drying Foods	02/01/00	6,018,883	US	02/18/99	09/252,528
Brush (D)	07/11/00	D427,776	US	05/07/99	29/104,579
Can Opener - D	05/12/92	D326,039	US	07/23/90	556,207
Canister with Toilet Implement	09/07/99	D413,470	US	12/21/98	098141
Carton Opener - D	06/04/96	D370,399	US	10/24/94	030217
Carton Opener	04/21/98	5,740,610	US	08/23/93	08/110,567
Carton Opener	08/11/98	5,791,048	US	01/24/96	08/599,494
Citrus Fruit Juicer	Pending		US	04/17/00	09/551,186
Composite Bowl	08/13/02	6,431,389	US	07/27/00	09/627,168
Cooking Utensil with Improved Handle	06/16/92	5,121,848	US	04/18/91	687,286
Corkpull	01/19/99	D404,271	US	06/15/98	089440
Corn Holders	01/11/00	6,012,749	US	06/23/98	09/103,129
Cutting Implement	10/12/93	5,251,378	US	01/30/92	07/828,133
Device for Drying Foods	11/30/99	5,992,309	US	11/26/97	08/980,000
Device for Drying Foods	07/11/00	D427,857	US	09/07/99	29/110,342
Device for Drying Foods	03/22/00	919,177	Austria	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Belgium	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Denmark	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Finland	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	France	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Germany	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Greece	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Ireland	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Italy	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Netherlands	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Portugal	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Spain	06/25/98	98111743.5

Drying Foods					
Device for Drying Foods	03/22/00	919,177	Sweden	06/25/98	98111743.5
Device for Drying Foods	03/22/00	919,177	Switzerland	06/25/98	98111743.5
Device for Drying Foods	01/05/01	NI13079	Taiwan	12/07/98	87119652
Device for Drying Foods	03/22/00	919,177	UK	06/25/98	98111743.5
Flexibly Jointed Toilet Brush	12/05/00	6,154,913	US	01/06/99	09/226,756
Food Grater	12/30/97	5,702,061	US	03/20/96	618776
Food Holder for Items to be Sliced (Bagel Holder)	07/27/99	5,927,701	US	12/11/97	08/989,049
Hammer - D	03/16/01	91787	Canada	11/04/99	1999-2694
Hammer - D	11/05/99	499103	Germany	11/05/99	499 10 401.3
Hammer - D			UK	11/04/99	2087923
Hammer - D			Taiwan	11/04/99	88307225
Hammer - D	06/06/00	D426,128	US	05/05/99	29/104427
Handle	03/20/00	2,087,7	Gr. Britain	05/06/99	4385-069
Handle - D	Pending		Germany	11/05/99	49910398.8
Handle - D	Pending		Canada	11/05/99	1999-2719
Handle - D	07/25/00	D428,570	US	05/06/99	29/104,476
Handle - D	Pending		UK	05/06/99	2087957
Handle - D	Pending		Taiwan	01/05/99	88307264
Handle - D	09/10/96	D373,506	US	04/14/94	021291
Handle - D (OXO Steel)	06/27/00	D427,044	US	07/12/99	29/107,659
Ice Cube Tray Having a Slidable Cover	11/28/00	D434,427	US	12/29/98	29/098,441
Ice Cube Tray Having a Slidable Cover	03/06/01	6,196,518	US	12/29/98	09/221,988
Ice Scraper with Brush - D	05/09/00	D424,305	US	05/07/99	29/104582
Ice Scraper with Brush - D	04/28/00	D89,353	Canada	01/05/99	1999-2717
Ice Scraper with Brush - D	Pending	499 10 379.1	Germany	11/05/99	499 10 379.1
Ice Scraper with Brush - D	Pending		Taiwan	11/06/99	88307297
Ice Scraper with Brush - D	Pending		UK	05/07/99	2087956
Kitchen Scissors - D	12/01/92	D331,355	US	06/28/90	545186
Knife Block - D	04/04/89	D300,497	US	04/21/86	856,127
Knife Block with Ball Buttresses	11/14/00	D433,601	US	12/27/99	29/116,219
Knife Edge Deburring Apparatus	08/20/91	5,040,435	US	1/31/91	648,884
Knife Handle - D	07/06/93	D337,022	US	07/03/90	548,730
Knife	03/01/00	2,087,24	Gr. Britain	05/07/99	2087924
Linesman Pliers	10/23/01	D449,501	US	09/14/00	29/129337
Magnetic Memo Holder	12/07/99	5,996,821	US	05/11/98	09/075,542
Mixing Bowl	05/30/95	5,419,454	US	03/21/94	215,150
Needlenose Pliers	05/09/00	D424,395	US		

Pepper Mill - D	05/11/99	D409,455	US	06/15/98	089,444
Pliers	05/09/00	D424,391	US	05/06/99	29/104477
Salt Shaker	04/27/99	D408,688	US	06/15/98	089,441
Scraper - D	11/23/99	D417,049	US	12/14/98	29/097799
Scraper - D	12/24/99		Canada	06/11/99	1999-1419
Scraper - D	Pending		Germany	06/11/99	49905589.6
Scraper - D	Pending		Taiwan	09/06/99	88303851
Scraper - D	Pending		UK	06/11/99	2084088
Scrub Brushes with case - D	02/10/99	1,070,410	Canada		
Shears with Rotatable Handle	08/26/97	5,659,959	US	02/23/96	595,398
Shock Absorption System for a Striking Tool	04/02/02	6,363,817	US	08/22/00	09/642,926
Shock Absorption System for a Striking Tool	12/12/00	6,158,307	US	05/05/99	09/304,828
Shock Absorption System for a Striking Tool	05/03/00	738,137	Australia	05/03/00	31331/00 ser#73817
Shock Absorption System for a Striking Tool	11/15/00	pub# 1052069	Europe	05/05/99	3033581.3
Shock Absorption System for a Striking Tool	06/12/00	05,081,728	Canada	05/04/00	2307507
Slipjoint Pliers	05/09/00	D424,394	US	04/29/99	29/104174
Soap Dispensing Kitchen Brush	06/26/01	6,250,833	US	01/17/00	09/484,171
Soap Fillable Brush with Sealed Actuator	04/03/01	6,210,064	US	12/28/98	09/221,489
Tape Measure	11/08/00	1,050,737	Europe	04/28/00	303584.7
Tape Measure	Pending		Canada	06/16/00	2,308,240
Tape Measure	Pending		Australia	05/04/00	32503/00
Tape Measure	05/08/01	6,226,886	US	05/06/99	09/305,465
Tape Measure	12/11/01	D451,832	US	02/27/01	29/137,629
Tea Kettle	12/28/99	6,006,959	US	12/21/98	09/217416
Tea Kettle	02/13/96	5,490,616	US	09/13/94	305100
Tongs/ Spatula Combination	06/15/99	D411,085	US	06/04/98	088961
Universal Handle for Hand-Held Implement	05/29/01	RE37,190	US		
Utility Knife Handle	11/08/00	1050385	Europe	04/28/00	00303583.9
Utility Knife Handle	Pending		Canada	05/05/00	2,307,715
Utility Knife Handle	Pending		Australia	05/04/00	32504/00
Utility Knife - D	04/10/00	499 10 400.5	Germany	11/05/99	499 10 400.5
Utility Knife - D	Pending		UK	11/04/99	2087924
Utility Knife - D	Pending		Taiwan	11/06/99	88307299



Utility Knife - D	03/23/01	91877	Canada	11/05/99	1999-2716
Vegetable Peeler	12/29/92	D332,034	US	01/22/91	643,803
Vegetable Peeler	07/23/92	852,495	Japan		043464/90
Wire Cutters	05/09/00	D424,393	US	04/29/99	29/104173

World Kitchen (GHC), LLC

Trademarks

Trademark	Status/CI	Reg./Ser. No.	Country Name
MPS & Design		1,734,888	US
@HAND	Reg. 8 & 21	2,556,419	US
440A FINE	Reg'd. Cl. 8	2,310,041	US
440A FINE CHICAGO CUTLERY	Reg'd. Cl. 8	2,444,692	US
ADVANCE	Reg'd. Cl. 35	2,322,334	US
ALWAYS SHARP	Reg'd. Cl. 8	1,859,302	US
AMERICAN CHEF	Reg'd. Cl. 8	1,266,204	US
AMERICAN PRIDE	Reg'd. Cl. 8	1,635,982	US
BEST MADE CUTTING TOOLS IN THE WORLD	Reg'd. Cl. 8	2,136,367	US
BIOCURVE	Reg'd. Cl. 8	1,329,268	US
BOUTIQUE	Reg'd. Cl. 21	1,053,651	US
CENTURION	Reg'd. Cl. 8	2,438,859	US
CHEF'S PROFESSIONAL	Reg'd. Cl. 8	2,301,030	US
CHICAGO CUTLERY	Reg'd. Cl. 8	1,220,606	US
CHICAGO CUTLERY & KNIFE POINT DESIGN	Reg'd. Cl. 8	1,388,066	US
CHICAGO CUTLERY BASICS	Reg'd. Cl. 8	2,246,570	US
CHICAGO CUTLERY ETC.	Reg. Cl. 8	2,282,631	US
CHICAGO CUTLERY INTERNATIONAL	Reg'd. 8 & 21	2,109,375	US
CHICAGO CUTLERY PRECEDENT	Pend. Cl. 8	S/N 75/904,285	US
CLASSIC CHEF	Reg'd. Cl. 8	1,849,790	US
DROP-SHEAR	Reg'd. Cl. 8	2,352,441	US
DUAL KNIFE POINTS LOGO	Reg'd. Cl. 8	2,259,118	US
EASY STEEL	Reg'd. Cl. 8	1,739,490	US
EVERWOOD	Reg'd. Cl. 8	2,298,806	US
GOOD GRIPS	Reg. 8, 9, 21	1,875,056	US
GOOD GRIPS	Reg. 7, 8 & 21	2,419,567	US
GOOD GRIPS	Reg. Cl. 3	2,408,657	US
GOOD GRIPS	Reg. 8 & 21	1,995,319	US
GOOD GRIPS	Reg. Cl. 8	1,687,010	US
GRILLA GEAR & DESIGN	Reg. 8,9,21,25	2,220,826	US
GRIND IT	Reg. 21 & 30	2,608,027	US
GRISWOLD & DESIGN	Reg. Cl. 11	205,244	US
GRILL GATOR	Reg. Cl. 21	2,300,585	US
GRILLA GEAR	Reg. 8,9,21,25	2,215,009	US
HAND SAVER	Reg. Cl. 8	2,196,627	US
KNIFE POINT DESIGN	Reg. Cl. 8	1,388,839	US
LEGACY FORGED	Reg. Cl. 8	2,473,873	US
LEGACY FORGED BY CHICAGO CUTLERY	Reg. Cl. 8	2,491,017	US

## CHICAGO CUTLERY

MAGNALITE	Reg. Cl. 21	1,789,442	US
MAGNALITE (STYLIZED)	Reg. Cl. 21	341,566	US
MAGNALITE PROFESSIONAL	Reg. Cl. 21	1,190,733	US
MAGNASHARP	Reg. Cl. 8	1,829,215	US
MEMO MAGS	Reg. Cl. 21	2,339,760	US
METROPOLITAN	Reg. Cl. 8	1,986,428	US
OXO (Processed foods - edible oils, spices)	Pend. 29 & 30	S/N 75/845,814	US
OXO	Reg. 7, 8 & 21	2,421,766	US
OXO	Reg. 8,9, 21	1,876,359	US
OXO	Reg. Cl. 3	2,410,647	US
OXO	Reg. Cl. 21	2,235,105	US
OXO	Reg. 8 & 21	1,917,087	US
OXO	Reg. Cl. 8	1,652,173	US
PARADIGM	Pend. Cl. 8	75/915,754	US
PERFECT CUT	Reg. Cl. 8	2,169,048	US
PRO-LOAD	Reg. Cl. 8	2,480,912	US
RED DOT	Reg. 8, 9, 21	2,266,102	US
SENSABLES	Reg. 8 & 21	2,393,177	US
SOFTWORKS	Reg. 8 & 21	2,200,122	US
SOFTWORKS	Registered	2,403,656	US
SOFTWORKS	Reg. Cl. 21	2,286,040	US
STEAK HOUSE	Reg. Cl. 8	1,968,982	US
TAPER GRIND	Reg. Cl. 8	1,835,180	US
The Classic Collection by Chicago Cutlery	Reg. Cl. 8	2,231,081	US
THE WALNUT TRADITION	Reg. Cl. 8	1,478,321	US
TOUCHABLES	Reg. 8 & 21	2,428,677	US
ULTRA MAX	Reg. Cl. 8	2,089,668	US
WAGNER'S	Reg. Cl. 21	1,875,297	US

EKCO Housewares, Inc.

Patents

Title	Issue Date	Patent No	Country	Filing Date	Application Serial #
Cutlery Block Base	04/18/00	D422,850	US	03/15/99	29/101,955
Duck Shaped Potato Masher	02/03/98	D390,071	US	10/25/96	29/061563
Elephant Baster	02/10/98	D390,425	US	10/25/96	29/061566
Flatware Handle	02/08/00	D420,258	US	05/27/99	29/105,642
Flatware Handle	04/04/00	D422,183	US	05/27/99	29/105,643
Gadget Handle	01/07/97	D377,135	US	09/07/95	29/043614
Handle for Kitchen Utensil	01/09/96	D365,966	US	02/10/95	29/034728
Handle for Kitchen Utensil	08/12/97	D382,171	US	01/11/96	29/048673
Handle for Kitchen Utensil	09/02/97	D383,034	US		
Kettle (Cat)	10/10/95	D362,989	US	08/05/94	29/026787
Kettle (Classic Tea Kettle)	01/30/96	D366,589	US	10/17/94	29/029760
Kettle (Dog)	10/24/95	D363408	US	08/05/94	29/026788
Kettle (English Garden)	09/12/95	D362,150	US	09/09/94	29/028232
Kettle (Flower Pot)	11/14/95	D364,067	US	08/05/94	29/026783
Kettle (Flower)	10/31/95	D363,633	US	08/05/94	29/026786
Kettle (Natural)	09/12/95	D362,152	US	09/09/94	29/028233
Kettle (Watering Can)	06/17/97	D379,898	US	08/05/94	29/026787
Kitchen Utensil Handle - D	09/10/99	D439800	US	09/10/99	29/110,726
Kitchen Utensil Handle - D	08/21/98	9,810,440.1	Hong Kong	03/25/98	9,810,440
Kitchen Utensil Handle - D	02/12/99	85,806	Canada	03/24/98	1998-0707
Kitchen Utensil Handle - D	07/11/00	D427,848	US		
Kitchen Utensil Handle - D	07/11/00	D427,849	US	08/10/99	29/109,138
Kitchen Utensil Handle - D	07/11/00	D427,850	US	08/10/99	29/109,139
Ladle	05/14/96	D369,727	US	02/21/95	29/035,158
Lizard Bottle Opener/Can Pierce	01/27/98	D389,711	US	10/25/96	29/061,565
Low Profile Tea Kettle	12/26/00	D435,386	US	09/03/99	29/110,357
Monkey Shaped Tongs	03/03/98	D391,456	US	10/25/96	29/061564
Penguin Ice Cream Scoop	10/25/96	2,065,215	Gr. Britain	04/24/97	2065215
Penguin Ice Cream Scoop	09/16/98	06168	Taiwan	04/21/97	86303396
Penguin Ice Cream Scoop	06/13/98	9731321.0.8	China	04/25/97	97313210.8

Penguin Ice Cream Scoop	09/26/97	81,859	Canada	04/23/97	1997-0999
Penguin Ice Cream Scoop	02/17/98	D390,758	US	10/25/96	29/061530
Reversible Baking Pan (Tin)	05/16/00	D424,863	US	03/04/98	29/084,463
Reversible Baking Pan (Tin)	08/01/00	D428,762	US	03/04/98	29/084479
Reversible Baking Pan (Tin)	03/04/98	2,077,373	Gr. Britain	09/03/98	2077373
Reversible Baking Pan (Tin)	03/04/98	2,077,374	Gr. Britain	09/03/98	2077374
Reversible Baking Pan (Tin)	12/24/98	85,425	Canada	03/04/98	1998-2156
Reversible Baking Pan (Tin)	12/24/98	85,426	Canada	03/04/98	1998-2457
RoadRunner Shaped Pizza Cutter (Wheel)	03/17/98	D392,162	US	10/25/96	29/061531
Spatula	03/05/96	D367,591	US	02/21/95	29/035159
Spoon	02/27/96	D367,406	US	02/21/95	29/035162
Tea Kettle - D	08/01/00	D428,758	US	05/10/99	29/104658
Tea Kettle - D	01/09/01	D435997	US	05/27/99	29/105627
Turkey Baster	02/03/98	D390,070	US	10/25/96	29/061529

EKCO Housewares, Inc.

Trademarks

Trademark	Status/Cl	Reg/Ser. No.	Country Name
ELIZE	Reg. Cl. 21	2,508,010	US
JUNEAU	Registered	2,402,811	US
SERIOUS TOOLS FOR FUNNY PEOPLE	Registered	2,266,836	US
SIMONE	Reg. Cl. 21	2,434,095	US
VIA and Design		2,248,469	US
VIA and Design		2,196,919	US
ZOO TOOLS	Reg.	Reg. 2,164,389	US

INSURANCE REQUIREMENTS

(a) The Company will, and will cause each Subsidiary Party to, maintain (or cause to be maintained on its behalf) with financially sound and reputable insurance companies:

(i) fire, boiler and machinery, and extended coverage insurance, on a replacement cost basis, with respect to all personal property and improvements to real property (in each case constituting Collateral), in such amounts as are customarily maintained by companies in the same or similar business operating in the same or similar locations;

(ii) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, about or in connection with the use of any properties owned, occupied or controlled by it, providing coverage on an occurrence basis with a combined single limit of not less than \$1,000,000 and including the broad form CGL endorsement;

(iii) business interruption insurance, insuring against loss of gross earnings for a period of not less than 12 months arising from any risks or occurrences required to be covered by insurance pursuant to clause (i) above; and

(iv) such other insurance as may be required by law.

Deductibles or self-insured retention shall not exceed \$250,000 for fire, boiler and machinery and extended coverage policies, \$250,000 for commercial general liability policies or 10 days for business interruption policies.

(b) Fire, boiler and machinery and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a lenders' loss payable clause in favor of the Collateral Agent and providing for losses thereunder to be payable to the Collateral Agent or its designee, (ii) a provision to the effect that neither any Grantor, the Collateral Agent nor any other party shall be a coinsurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders and the Noteholders. Commercial general liability policies shall be endorsed to name the Collateral Agent as

an additional insured. Business interruption policies shall name the Collateral Agent as loss payee. Each such policy referred to in this paragraph also shall provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Collateral Agent. The Company shall deliver to the Collateral Agent, prior to the cancelation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent) together with evidence reasonably satisfactory to the Collateral Agent of payment of the premium therefor.



EXCLUDED LICENSES

None.