

09-22-2003

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



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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):

Oneida Ltd.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State New York, Other

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

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank

Internal

Address:

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

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

A. Trademark Application No.(s) 76/455,346

(See Attached Schedule 1)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Michael P. Williams

Internal Address: Bond, Schoeneck & King, PLLC

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account including any additional fees or credit any overpayment

8. Deposit account number:

501546

(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.

Michael P. Williams

Name of Person Signing

Signature

Date Sep 9, 2003

Total number of pages including cover sheet, attachments, and document: 5

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

09/17/2003 LMUELLER 00000204 501546 76455346

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TRADEMARK REEL: 002826 FRAME: 0879

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of, August 29, 2003, is made by ONEIDA LTD., a New York corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), as collateral agent (in such capacity, the "Collateral Agent") for the parties (the "Secured Parties") to the Collateral Agent Agreement referred to below.

RECITALS

A. The Secured Parties have made or agreed to make certain loans, credit facilities or financial accommodations to, or issue letters of credit for the benefit of, the Grantor and its subsidiaries.

B. The Secured Parties and JPMorgan Chase Bank have entered into an Amended and Restated Collateral Agency and Intercreditor Agreement dated as of April 23, 2002 (as may be modified, amended, supplemented or replaced, the "Collateral Agent Agreement") to appoint JPMorgan Chase Bank as the Collateral Agent and to establish their relative rights to the collateral granted by the Grantor and its subsidiaries.

C. Pursuant to a Security Agreement dated April 27, 2001 (as modified, amended, supplemented or replaced the "Security Agreement"; capitalized terms used herein without definition have the meanings given to them, in the Security Agreement) the Grantor granted, pledged, hypothecated and transferred to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantor's Trademarks and Trademark applications, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks, and all products and proceeds thereof, including without limitation, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the goodwill associated therewith, to secure the Obligations as defined therein; and

D. The Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties, in order to more fully perfect and grant to the Collateral Agent a security interest in such Trademarks and Trademark applications.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

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(i) the Trademarks and Trademark applications referred to in Schedule 1 hereto, all Trademark registrations which issue from such applications, and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

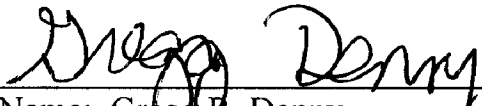
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark referred to in Schedule 1 hereto or for injury to goodwill associated with any such Trademark.

This Trademark Security Agreement is executed in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, in the assets of the Grantor as set forth in the Security Agreement. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

ONEIDA LTD.

By: 
Name: Gregg R. Denny
Title: Chief Financial Officer

SCHEDULE 1

TRADEMARK APPLICATIONS

Trademark

Serial No.

ONEIDA HOME

76/455,346

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT DIVISION

September 9, 2003

Mail Stop Assignment Recordation Services
Director of the United States Patent
and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

Dear Sir or Madam:

Enclosed are the following documents:

1. Recordation Form Cover Sheet for Trademarks;
2. Trademark Security Agreement between Oneida Ltd and JP Morgan Chase Bank (3 pages); and
3. Schedule 1 (1 page).

The Commissioner is hereby authorized to charge filing fees of \$40 to record the Trademark Security Agreement and any additional fee associated with this communication or credit any overpayment to Deposit Account No. 50-1546.

If you have any questions or require additional information, please contact the undersigned.

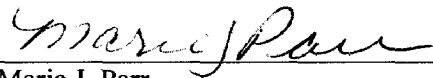
Very truly yours,

BOND, SCHOENECK & KING, PLLC



Michael P. Williams
Registration No. 43,271
Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, NY 13202

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Services on the date shown below with sufficient postage as First Class Mail in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450



Marie J. Parr

Date: September 9, 2003