

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WK1 Holding Company, Inc.		04/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78823882	PORTABLES	
Serial Number:	78817818	COMCOR	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Carey.Lening@federalresearch.com		
Correspondent Name:	Carey Lening		
Address Line 1:	1023 15th Street, Rm 401		
Address Line 2:	Federal Research Corporation		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	356153		
NAME OF SUBMITTER:	Marvin Lawrence		
Signature:	/bigmarv/		

CH \$65.00 78823882

Date:

04/13/2006

Total Attachments: 7

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
WKI Holding Company, Inc.

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

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.
Internal Address: _____
Address: _____

Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: April 10, 2006

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

A. Trademark Application No.(s)
See attached.

B. Trademark Registration No.(s)
See attached.

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

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

Name: Carey Lening
Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW
Suite 401
City Washington State: DC Zip: 20005

7. Total fee (37 CFR 3.41).....\$ _____

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.

Leah F. Baskin Leah F. Baskin April 12, 2006
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2006, among WKI HOLDING COMPANY, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (in such capacity, the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in (i) 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") and (ii) 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" and, together with the Term Loan Credit Agreement, the "Credit Agreements"), among the Borrower, the Administrative Agent and the Lenders party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreements and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.01(a) and (b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or 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 "Trademark Collateral"):

(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, 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 II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;


(d) 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; and

(e) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.


SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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 
Name: Raymond J. Kulba
Title: VP, General Counsel

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by 
Name: Raymond J. Kulba
Title: VP, General Counsel

JPMORGAN CHASE BANK, as Administrative Agent,

by _____
Name:
Title:

[[2594659]]

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

Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as Administrative Agent,

by



Name: **ANN KURINSKAS**
Title: **MANAGING DIRECTOR**

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Schedule I

<u>Subsidiary Parties</u>
World Kitchen, Inc.
WKI Latin America Holding, LLC
World Kitchen (GHC), LLC
EKCO Group, LLC
EKCO Housewares, Inc.
EKCO Manufacturing of Ohio, Inc.

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Schedule II

I. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
WKI Holding Company, Inc.	PORTABLES	78/823882	2/27/06
WKI Holding Company, Inc.	COMCOR	78/817818	2/17/06

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