

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
World Kitchen, LLC		06/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
WKI Holding Company, Inc.		06/21/2006	CORPORATION: DELAWARE
EKCO Housewares, Inc.		06/21/2006	CORPORATION: DELAWARE
World Kitchen (GHC), LLC		06/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Term Collateral Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2950273	FLEX-GUARD
Registration Number:	2913124	MAGNASHARP

**CORRESPONDENCE DATA**

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3128637194  
 Email: sonya.szot@goldbergekohn.com  
 Correspondent Name: Sonya Szot  
 Address Line 1: 55 E. Monroe Street, Suite 3700  
 Address Line 4: Chicago, ILLINOIS 60013

OP \$65.00 2950273

ATTORNEY DOCKET NUMBER:	5125.111
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	07/11/2006
Total Attachments: 5 source=Trademark Term#page1.tif source=Trademark Term#page2.tif source=Trademark Term#page3.tif source=Trademark Term#page4.tif source=Trademark Term#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of June, 2006, by WKI Holding Company, Inc., a Delaware corporation ("Holdings"), World Kitchen, LLC, a Delaware limited liability company ("World Kitchen"), EKCO Housewares, Inc., a Delaware corporation ("EKCO"), and World Kitchen (GHC), LLC, a Delaware limited liability company ("GHC" and, together with Holdings, World Kitchen and EKCO, each a "Grantor" and collectively the "Grantors"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("Merrill"), in its capacity as term collateral agent ("Grantee") for certain agents and term lenders (the "Term Creditors") in connection with the Credit Agreement (defined below):

### WITNESSETH

WHEREAS, Holdings, World Kitchen, Merrill, as administrative agent, and Lenders are parties to a certain Credit Agreement dated as of May 18, 2006 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Holdings and World Kitchen by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of May 18, 2006 among Grantors, certain of their affiliates, Grantee and certain other agent parties (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Term Creditors, a lien on and security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors to the Term Creditors under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement (including meanings provided for in the Security Agreement by reference to another document). If any provision contained in this Agreement conflicts with any provision of the Security Agreement, the provision contained in the Security Agreement shall govern and control. To the extent any provision contained in this Agreement conflicts with the Credit Agreement, the provision contained in the Credit Agreement shall control.

2. Incorporation of Intercreditor Agreement. It is expressly understood and agreed that the security interests granted herein for the benefit of the Grantee on behalf of the Term Creditors shall be subject to the terms of that certain Intercreditor Agreement among

Grantee, a revolver collateral agent and certain other parties (as amended from time to time, the "Intercreditor Agreement"), that relates to the Security Agreement and the other documents executed in connection therewith, and all terms of such Intercreditor Agreement are incorporated by reference herein *mutatis mutandi* as if originally set forth herein. If any provision contained in this Agreement conflicts with any provision of the Intercreditor Agreement, the provision contained in the Intercreditor Agreement shall govern and control.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Term Indebtedness, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Term Creditors, a lien on, security interest in any and all right, title and interest in and to any and all of the following of such Grantor's Collateral, whether now owned or existing and hereafter created, acquired or arising (the "Trademark Collateral"):

(i) any trademarks, trademark registrations and trademark applications, including those listed on Schedule 1 annexed hereto, together with all renewals of any of the foregoing and together, in each case, with all goodwill attributable to any of the foregoing; and

(ii) all Proceeds and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof.


Notwithstanding anything to the contrary in this Agreement, the term "Trademark Collateral" shall not include any applications for trademarks and service marks filed in the United States Patent and Trademark Office (the "PTO") on the basis of any Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1060(a) and 1051(c) or (d).

4. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile shall bind the parties hereto.


*[Signature Page Follows]*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


WKI HOLDING COMPANY, INC.

By   
Name Raymond J. Kulla  
Title Vice President, Secretary and General Counsel


WORLD KITCHEN, LLC

By   
Name Raymond J. Kulla  
Title Vice President, Secretary and General Counsel

EKCO HOUSEWARES, INC.

By   
Name Raymond J. Kulla  
Title Vice President and Secretary

WORLD KITCHEN (GHC), LLC

By   
Name Raymond J. Kulla  
Title Vice President and Secretary

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Grantee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

WKI HOLDING COMPANY, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WORLD KITCHEN, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

EKCO HOUSEWARES, INC.

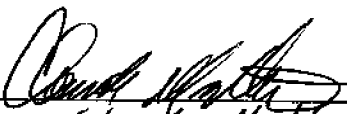
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WORLD KITCHEN (GHC), LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Grantee

By   
Name Claude M. Perich  
Title VP

Schedule 1

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Owner	Country	Status	Serial No.	Registration No.	Registration Date	Expiration Date
FLEX-GUARD	World Kitchen (GHC), LLC	US	Registered	78/313132	2950273	14-Oct-2003	10-May-2005
MAGNASHARP	World Kitchen (GHC), LLC	US	Registered	78/327623	2913124	13-Nov-2003	21-Dec-2004