

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffalo China, Inc.		09/15/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1380491	CHINA	
Registration Number:	1374809	BUFFALO CHINA	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0050 (ABL-BUFFALO)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	10/31/2006		

OP \$65.00 1380491

Total Attachments: 18

source=TM-Wachovia (ABL)#page1.tif
source=TM-Wachovia (ABL)#page2.tif
source=TM-Wachovia (ABL)#page3.tif
source=TM-Wachovia (ABL)#page4.tif
source=TM-Wachovia (ABL)#page5.tif
source=TM-Wachovia (ABL)#page6.tif
source=TM-Wachovia (ABL)#page7.tif
source=TM-Wachovia (ABL)#page8.tif
source=TM-Wachovia (ABL)#page9.tif
source=TM-Wachovia (ABL)#page10.tif
source=TM-Wachovia (ABL)#page11.tif
source=TM-Wachovia (ABL)#page12.tif
source=TM-Wachovia (ABL)#page13.tif
source=TM-Wachovia (ABL)#page14.tif
source=TM-Wachovia (ABL)#page15.tif
source=TM-Wachovia (ABL)#page16.tif
source=TM-Wachovia (ABL)#page17.tif
source=TM-Wachovia (ABL)#page18.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of September 15, 2006, is entered into by **Oneida Ltd.**, a Delaware corporation ("Oneida"), and each subsidiary of Oneida party to the Credit Agreement (the "Borrowers" and together with Oneida, the "Grantors") in favor of **Wachovia Bank, National Association**, as collateral agent for the benefit of the Secured Parties (in its capacity as collateral agent, the "Collateral Agent") (as amended, supplemented or otherwise modified from time to time, the "Agreement").

WHEREAS, the Grantors have entered into that certain Loan and Security Agreement, dated of as of the date hereof, among the financial institutions listed on the signature pages thereof (such financial institutions, together with their respective successors and assigns, are referred to hereinafter as the "Lenders"), the Grantors, Credit Suisse, as administrative agent for the Lenders, Wachovia Bank, National Association, as Collateral Agent and syndication agent for the Lenders and CIT Group / Commercial Services and Wells Fargo Foothill, LLC, as co-documentation agents for the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in and continuing first lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trademark and service mark applications, including, without limitation, those trademarks, service marks, and trademark and service mark applications listed on Schedule A;

(b) all extensions, renewals, and reissues of any of the foregoing,

(c) all licenses of any of the foregoing,

(d) all goodwill associated with or symbolized by of any of the foregoing,

(e) all rights to sue for past, present, and future infringement of any of the foregoing, and

(f) all other rights related to any of the foregoing.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Credit Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Collateral Agent shall execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Each Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ONEIDA LTD.

By: 

Name: Andrew G. Church

Title: Senior Vice President and Chief Financial Officer

BUFFALO CHINA, INC.

DELCO INTERNATIONAL, LTD.

SAKURA, INC.

THC SYSTEMS, INC.

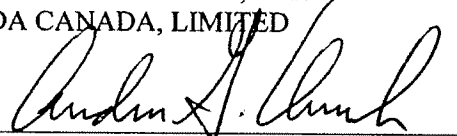
KENWOOD SILVER COMPANY, INC.

ONEIDA SILVERSMITHS INC.

ONEIDA INTERNATIONAL INC.

ONEIDA FOOD SERVICE, INC.

ONEIDA CANADA, LIMITED

By: 

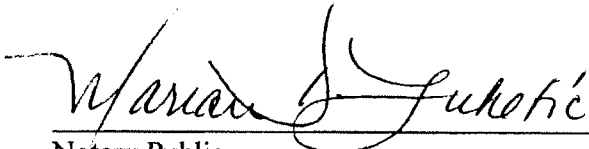
Name: Andrew G. Church

Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 13th day of September, 2006 before me personally appeared Andrew G. Church, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

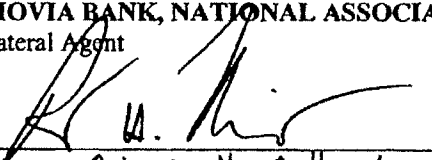


Notary Public

{seal}

MARIAN D. LUKETIC
Notary Public, State of New York
No. 02LU5083644
Qualified in Nassau County
Commission Expires August 18, 2009

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Robert H. Milharact
Title: Vice President

TRADEMARK SECURITY AGREEMENT (ABL) - ONEIDA LTD.

TRADEMARK
REEL: 003418 FRAME: 0785

Trademarks

F/W = Flatware

H/W = Holloware

D/W = Dinnerware

G/W = Glassware and/or crystal

Oneida Ltd.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Act I	8	1079716	12/20/77	F/W
Affection	8,14	645392	05/14/77	F/W&H/W
Applique	8	1072554	09/06/77	F/W
Aquarius	8	2496315	10/9/01	F/W
Aquarius	8	2195522	07/21/98	F/W
Arbor Rose	8	744744	02/05/63	F/W
Ashley	8	512066	07/12/49	F/W
Ballad	8	857895	10/01/68	F/W
Barbara	8	876499	09/09/69	F/W
Baronet	8	519569	01/10/50	F/W
Baroque Rose	14	846242	03/19/68	F/W
Bennington	8,14	870470	06/03/69	F/W&H/W
Blue Ridge	21	1181156	12/08/81	D/W
Botticelli	8	959,353	05/22/73	F/W
Cantata	8	785546	02/23/65	F/W
Casa Grande	8	854603	08/13/68	F/W
Castle Court	14	1706604	08/11/92	H/W
Chalice	8	669893	11/18/58	F/W
Chateau	8	876498	09/09/69	F/W
Chaumont	8	509833	05/17/49	F/W
Colebrook	8	646815	06/11/57	F/W
Community	8	134050	08/10/20	F/W
Community	8	712476	03/14/61	F/W
Coronation	8	337956	08/20/05	F/W
Countryside	8	837891	10/31/67	F/W
Crown Rego & design	21	1496810	07/19/88	D/W
Damask Rose	14	1725476	10/20/92	H/W
Damask Rose	8	542855	05/29/51	F/W
Delco	8	2617375	09/10/02	F/W
Delco	21	2617374	09/10/02	D/W
Delco	21	2620379	09/10/02	H/W
Dover	8	849379	05/21/68	F/W
Dover	8	889693	04/21/70	F/W

SCHEDULE A

Trademark	Int'l Class	Reg. No.	Reg. Date	Use
Du Maurier	14	984215	05/14/74	F/W&H/W
Dunes	21	1177304	11/10/81	D/W
Easton	8	1362989	10/01/85	F/W
Enchantment	8,14	247949	10/09/28	F/W&H/W
Envoy	14	796375	9/21/65	F/W
Etage	8	2,266,744	08/03/99	F/W
Eton	8	512068	07/12/49	F/W
Flight	8	274966	09/09/30	F/W&H/W
Flirtation	8	685541	09/22/59	F/W
Forever	8	876507	09/09/69	F/W
Glen Cove	8	799089	11/23/65	F/W
Grandeur	8	857896	10/01/68	F/W
Harmony	8	436275	05/31/48	F/W
Heirloom	8	977690	01/29/74	F/W
Heirloom	8	2036837	02/11/97	F/W
Hickory	21	1216751	11/16/82	D/W
Juilliard	8	1362990	10/01/85	F/W
Jefferson	8	646810	06/11/57	F/W
Kenwood	8	849007	05/14/68	F/W
Louisiana	8	894079	07/07/70	F/W
LTD	8	1362987	10/01/85	F/W
Majesticware	21	2075123	07/01/97	D/W
Mansion House	8	506560	02/08/49	F/W
Mansion Park	8	854095	08/06/68	F/W
Marquette	8	1362988	10/01/85	F/W
Martinique	14	844559	02/20/68	F/W
Maybrook	8,14	645401	05/14/57	H/W
Melissa	8	899170	09/22/70	F/W
Michelangelo	8	900228	10/06/70	F/W
Michelangelo	8	884999	01/27/70	F/W
Modern Antique	8	964131	07/17/73	F/W
Monte Carlo	8	899171	09/22/70	F/W
Nobility	28,33	833190	08/08/67	H/W&G/W
Noblesse	8,14	280604	02/24/31	F/W
Northland	8	1989764	07/30/96	F/W
Nottingham	21	1208446	09/14/82	D/W
Oneida	8,14	2031987	01/21/97	F/W&H/W
Oneida	8	631695	07/31/56	F/W
Oneida	14	682551	07/28/59	F/W
Oneida	8	850953	06/18/68	Cutlery
Oneida	21	851740	07/02/68	H/W
Oneida	21	1177324	11/10/81	G/W
Oneida	21	2,263,002	07/20/99	D/W

SCHEDULE A

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Oneida	35	2230913	03/09/99	Factory Store
Oneida	24	2567148	5/7/02	Linens
Oneida	8, 9, 21	2299604	12/14/99	Gadgets
Oneida	42	2525748	1/1/02	On-line Svcs.
Oneida	35	2425852	11/16/99	On-line Svcs.
Oneida	21	2141599	03/03/98	Cookware
Oneida	3	2095127	09/09/97	Polish
Oneida	7	2146917	03/31/98	Tools
Oneida	28	2540802	2/19/02	Toys
Oneida	21	2,883,927	9/14/04	Bakeware
Oneida.com	35&42	2606501	8/13/02	On-line Svcs.
Oneidacraft	8	870429	06/03/69	F/W
Oneidaware	8	2573555	5/28/02	F/W
Oneida Community	14	185759	06/24/24	F/W&H/W
Oneida Cube	8	818237	11/08/66	F/W
Oneida Cube	8	818253	11/08/66	F/W&H/W
Oneida Home	35	2,806,347	1/20/04	Factory Store
OL Oneida & Design	14	1065754	05/17/77	H/W
Park Lane	8	439623	07/06/48	F/W
Peer	8	635891	10/16/56	F/W
Pendant	8	876503	09/09/69	F/W
Port of Call	21	2435750	03/13/01	D/W
Post Road	8	953095	02/13/73	F/W
Proposal	8	876501	09/09/69	F/W
Rego	21	1138785	09/19/80	D/W
Rego & design	21	1141341	11/11/80	D/W
1881 Rogers Stainless	8	755945	09/03/63	F/W
Rio	8	876500	09/09/69	F/W
Wm. A. Rogers	14	805167	03/08/66	F/W&H/W
Wm. A. Rogers	8	805119	03/08/66	F/W
Royal Provincial	14	844991	02/27/68	H/W
Sakura	21	2834012	04/20/04	D/W
Satinique	8	836656	10/10/67	F/W
Seneca	8	439625	07/06/48	F/W
Silver Artistry	8	847602	04/16/68	F/W
Southern Garden	21	1968249	04/16/96	G/W
SP	21	2355306	06/06/00	G/W
Stanton Hall	8	528493	08/01/50	F/W
Sweet Briar	8	879889	11/04/69	F/W
Tabletrendz	21	2409298	11/28/00	D/W
The Art of Dining	21	2049760	04/01/97	D/W&G/W
Thor	8	874194	08/05/69	F/W
Torsade	8	2513666	12/04/01	F/W

SCHEDULE A

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Unity	8	2195521	10/13/98	F/W
Valerie	8	1158866	06/30/81	F/W
Vectra	8	2195520	10/13/98	F/W
Will 'OWisp	8	850218	06/04/68	F/W
Will 'OWisp	8	875082	08/19/69	F/W
Woodmere	8	857866	10/01/68	FW
Duchess	8	0876013	09/02/69	F/W
Lasting Spring	8	0518836	12/30/48	F/W
Profile	8	0631265	07/24/56	F/W

Oneida Ltd. (International Trademarks):

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
AFFECTION Against: "Oneida" By Textiles Swantex S.A. Against: ONIDA - Appln. No. 659862	Australia	Registered	A268,603	22-May-1973	8	
	Ecuador	Opposition				
	India	Opposition				
Against: Samico Import - ONEIDA	Egypt	Opposition			8	F/W
BUFFALO	China (Peoples Republic)	Pending			21	D/W
COMMUNITY	Australia	Registered	A203,364	05-Jul-1966	8	
COMMUNITY	Australia	Registered	A49,939	13-Apr-1928	8	
COMMUNITY	Chile	Registered	483307	11-Jan-1977	8	
COMMUNITY	Greece	Registered	100482	17-Jul-1994	8	
COMMUNITY	Guatemala	Registered	18792	01-Oct-1987	8	F/W
COMMUNITY	Ireland	Registered	71734	02-Nov-1987	8	
COMMUNITY	Ireland	Registered	32375	09-Oct-1912	14	
COMMUNITY	New Zealand	Registered	11866	02-Mar-1984	14	
COMMUNITY	New Zealand	Registered	81309	13-Jun-1966	8	
COMMUNITY	Philippines	Registered	2562	03-Jun-1960	21	
COMMUNITY	South Africa	Registered	92/0189	13-Jan-1992	8	

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
COMMUNITY	Sweden	Registered	23837	26-Oct-1920	8,14	
COMMUNITY	United Kingdom	Registered	346120	09-Oct-1912	8, 14, 21	
COMMUNITY	Zimbabwe	Registered	545/66	13-Jul-1977	8	
DAMASK ROSE	Australia	Registered	A268,602	22-May-1973	8	
DURACERAM	China (Peoples Republic)	Registered	582628	10-Feb-1992	21	D/W
DURACERAM	New Zealand	Registered	242064	06-Nov-1996	21	D/W
DURACERAM & Design	Australia	Registered	A528933	10-Nov-1992	21	D/W
DURACERAM & Design	Hong Kong	Registered	B05447/1992	29-Dec-1992	21	D/W
DURACERAM & Design	South Africa	Registered	94/11145	06-Feb-1997	21	D/W
FINECERAM & Design	Australia	Registered	B528935	02-Apr-1992	21	D/W
FINECERAM & Design	Hong Kong	Registered	B03290/1992	18-Aug-1992	21	
HERCULES	Mexico	Searched			8	F/W
NORTHLAND	Colombia	Registered	175926	20-Jun-1995	8	
NORTHLAND	Japan	Registered	856431	18-May-1970	13	
NORTHLAND	Japan	Registered	4433097	17-Nov-2000	8	F/W
NORTHLAND	Mexico	Registered	350829	06-Apr-1988	8	
ONEIDA	Australia	Registered	B284,450	14-Jan-1975	14	F/W

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
ONEIDA	Australia	Registered	645024	04-Nov-1994	8	
ONEIDA	Benelux	Registered	43309	09-Jul-1971	8,21	
ONEIDA	Benelux	Registered	528207	23-Feb-1993	14	
ONEIDA	Bolivia	Registered	48098-A	25-Apr-1975	8	
ONEIDA	Brazil	Registered	270067	17-Aug-1972	14	
ONEIDA	Brazil	Registered	270,067 (Divisional)	17-Aug-1972	21	
ONEIDA	Chile	Registered	492271	15-Jun-1977	8	F/W
ONEIDA	China (Peoples Republic)	Registered	686633	21-Apr-1994	8	
ONEIDA	China (Peoples Republic)	Registered	651922	28-Jul-1993	21	
ONEIDA	Colombia	Registered	130189	12-Dec-1990	14	
ONEIDA	Colombia	Registered	171127	29-Dec-1994	8	
ONEIDA	Costa Rica	Registered	47948	14-Aug-1974	21	
ONEIDA	Dominican Republic	Registered	23062	20-Jun-1974	41	
ONEIDA	Dominican Republic	Registered	23063	20-Jun-1974	40	
ONEIDA	Ecuador	Registered	385-47	10-Jul-1947		
ONEIDA	Egypt	Registered	61224	07-Feb-1989	8	F/W
ONEIDA	El Salvador	Registered	91 Book 67	27-May- 1977	42a, 127a	
ONEIDA	European Community	Registered	271098	16-Dec-1998	8, 14, 21	
ONEIDA	France	Registered	1589979	03-Jun-1965	8,21	
ONEIDA	Germany	Registered	772756	13-Feb-1972	8, 14, 21	
ONEIDA	Greece	Registered	100483	17-Jul-1994	8, 14, 21	
ONEIDA	Guatemala	Registered	89393	12-Apr-1998	8	
ONEIDA	Guatemala	Registered	89394	12-Apr-1998	14	

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
ONEIDA	Guatemala	Registered	29032	28-Feb-1975	21	
ONEIDA	Honduras	Registered	21979	14-Feb-1975	14	
ONEIDA	Honduras	Registered	47691	19-May-1987	21	
ONEIDA	Hong Kong	Registered	3643/97	25-Mar-1997	8	
ONEIDA	Hong Kong	Registered	2567/95	30-Mar-1995	14	
ONEIDA	Ireland	Registered	B102509	31-Jan-1986	8	
ONEIDA	Ireland	Registered	B102510	31-Jan-1986	14	
ONEIDA	Israel	Registered	85741	14-Dec-1992	8	F/W & H/W
ONEIDA	Israel	Registered	85742	14-Dec-1992	14	F/W & H/W
ONEIDA	Japan	Registered	856432	18-May-1970	13	F/W
ONEIDA	Japan	Registered	914495	31-Jul-1971	14	F/W
ONEIDA	Japan	Registered	411844	23-May-1982	8,14	
ONEIDA	Jordan	Registered	13304	08-May-1975	14	
ONEIDA	Korea, Republic of	Registered	69648	13-Jun-1980	18	
ONEIDA	Korea, Republic of	Registered	70879	31-Jul-1980	31	
ONEIDA	Malaysia	Registered	93/1285	24-Feb-1995	8	
ONEIDA	Malaysia	Registered	93/1284	18-Oct-1995	14	
ONEIDA	Mexico	Registered	253666	01-Apr-1980	8	F/W
ONEIDA	Mexico	Registered	36859	11-Sep-1976	14	F/W & H/W
ONEIDA	Mexico	Registered	625747	29-Sep-2000	21	D/W

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
ONEIDA	New Zealand	Registered	B113754	07-Nov-1975	14	
ONEIDA	New Zealand	Registered	B113753	07-Nov-1975	8	
ONEIDA	Nicaragua	Registered	2839	04-Apr-1975	14	F/W
ONEIDA	Nicaragua	Registered	2840	04-Apr-1975	21	D/W
ONEIDA	Panama	Registered	19003	23-Sep-1984	6	
ONEIDA	Peru	Registered	37105	19-Feb-1981	8	
ONEIDA	Peru	Registered	37153	19-Feb-1981	14	
ONEIDA	Philippines	Registered	2745	24-Jan-1963	8	F/W
ONEIDA	Philippines	Registered	2746	24-Jan-1963	14	H/W
ONEIDA	Portugal	Registered	188141	13-Mar-1981	14	F/W & H/W
ONEIDA	Puerto Rico	Registered	44779	01-Mar-1999	8	F/W
ONEIDA	Puerto Rico	Registered	44782	01-Mar-1999	14	F/W & H/W
ONEIDA	Russian Federation	Registered	125504	10-May-1995	8,14	
ONEIDA	Saudi Arabia	Registered	313/34	17-Jul-1994	8	
ONEIDA	Saudi Arabia	Registered	313/35	17-Jul-1994	14	
ONEIDA	Singapore	Registered	T92/09040E	25-Nov-1992	8	F/W & H/W
ONEIDA	Singapore	Registered	T92/09039A	25-Nov-1992	14	
ONEIDA	South Africa	Registered	93/10891	08-Jan-1996	8	F/W
ONEIDA	South Africa	Registered	93/10892	08-Jan-1996	14	
ONEIDA	Switzerland	Registered	275722	09-Oct-1974	14,21	
ONEIDA	Taiwan	Registered	857216	01-Jul-1999	8	F/W

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
ONEIDA	Taiwan	Registered	853676	01-Jun-1999	14	D/W
ONEIDA	Turkey	Registered	145659	28-May-1993	8, 14, 21	F/W & H/W
ONEIDA	United Arab Emirates	Registered	11365	31-Jul-1997	8	F/W
ONEIDA	United Arab Emirates	Registered	11366	31-Jul-1997	14	F/W & H/W
ONEIDA	Venezuela	Registered	19552	11-May-1948	28	
ONEIDA	Venezuela	Registered	19553	11-May-1948	23	
ONEIDA & Cube Design	Japan	Registered	398130	18-Apr-1971	8	
ONEIDA in Rectangle	Argentina	Registered	1320456	24-Nov-1978	8	
ONEIDA SILVERSMITHS	New Zealand	Registered	B113756	07-Nov-1975	14	
ONEIDA SILVERSMITHS	South Africa	Registered	60/1555/1	25-Apr-1974	8	
ONEIDA Stylized in Cube	Australia	Registered	B284,363	08-Jan-1975	8	F/W
ONEIDA Stylized in Cube	Australia	Registered	B284,364	08-Jan-1975	14	H/W
ONEIDA Stylized in Cube	Australia	Registered	B284,365	08-Jan-1975	21	H/W
ONEIDACRAFT	Colombia	Registered	187613	17-May-1996	8	
ONEIDACRAFT	Mexico	Registered	236048	16-Aug-1979	8	
ONEIDACRAFT	Zimbabwe	Registered	546/66	13-Jul-1977	8	
Opposition Against: ONIDA - Appln No. 1,080,434	India	Opposition				
Opposition Against: ONIDA - Appln No. 1,093,553	India	Opposition				
Opposition Against: ONIDA - Appln No. 681,859	India	Opposition				
REGO	Brazil	Registered	819877751	10-Aug-1999	20.25	D/W

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
REGO	Colombia	Registered	202221	24-Oct-1997	21	D/W
REGO	Peru	Registered	38255	18-Aug-1997	21	D/W
STANLEY ROGERS	Australia	Registered	891397	27-Jan-2004	14,21	F/W
STANLEY ROGERS	Australia	Registered	969199	17-May-2004	8	F/W
W. A. ROGERS	Mexico	Pending			8	
W. A. ROGERS	Mexico	Registered	895689	22-Aug-2005	21	
WM. A. ROGERS	Venezuela	Registered	89,780-F	12-Feb-1979	23	

Oneida Ltd. (Canadian Trademarks):

1. Trademarks: ONEIDA, Registered, 1010239, TMA533137
2. Trademarks: CHATEAU, Registered, 0860111, TMA505816
3. Trademarks: CAPRI, Registered, 0821511, TMA500351
4. Trademarks: ONEIDA, Registered, 0645149, TMA376942
5. Trademarks: NEEDLEPOINT, Registered, 0645148, TMA376941
6. Trademarks: WM. A. ROGERS, Registered, 0530601, TMDA048471
7. Trademarks: ONEIDA; DESIGN, Registered, 0500023, TMA285204
8. Trademarks: LTD, Registered, 0500022, TMA285429
9. Trademarks: ONEIDA COMMUNITY, Registered, 0484242, TMDA020961
10. Trademarks: PROFILE, Registered, 0463453, TMA260269
11. Trademarks: CLASSIC SHELL, Registered, 0434855, TMA249212
12. Trademarks: AMORESQUE, Registered, 0429662, TMA236121
13. Trademarks: HEIRLOOM, Registered, 0390163, TMA217495
14. Trademarks: ROMA, Registered, 0345220, TMA184720
15. Trademarks: VALOR, Registered, 0306709, TMA157335
16. Trademarks: ONEIDA, Registered, 0306042, TMA161819
17. Trademarks: 1881 ROGERS STAINLESS & DESIGN, Registered, 0297467, TMA153505
18. Trademarks: HOMESTEAD, Registered, 0291615, TMA144765
19. Trademarks: ENVOY, Registered, 0291614, TMA144764
20. Trademarks: ROSEANNE, Registered, 0290787, TMA144280
21. Trademarks: ARTISTRY, Registered, 0287923, TMA142389
22. Trademarks: FROSTFIRE, Registered, 0280107, TMA136802
23. Trademarks: COMMUNITY, Registered, 0261800, TMA123530
24. Trademarks: AFFECTION, Registered, 0261799, TMA123529

SCHEDULE A

25. Trademarks: ACCENT, Registered, 0233951, TMA104101
26. Trademarks: ONEIDACRAFT, Registered, 0232058, TMA102987
27. Trademarks: NORTHLAND, Registered, 0224074, UCA048058
28. Trademarks: ONEIDA, Registered, 0216963, UCA044115
29. Trademarks: ENCHANTMENT, Registered, 0214690, UCA042953
30. Trademarks: LASTING SPRING, Registered, 0210507, UCA037769
31. Trademarks: DAMASK ROSE, Registered, 0210506, UCA039114
32. Trademarks: CORONATION, Registered, 0168125, UCA006870
33. Trademarks: LADY HAMILTON, Registered, 0156123, TMDA053719
34. Trademarks: 1881 ROGERS A1 (R) (R) (R) TRIPLE, Registered, 0155854, TMDA053731
35. Trademarks: HEIRLOOM., Registered, 0155053, TMDA053056
36. Trademarks: 1881,R ROGERS & DESIGN, Registered, 0150343, TMDA048987
37. Trademarks: ROGERS & DESIGN, Registered, 0129804, TMDA039937
38. Trademarks: HEIRLOOM, Registered, 0084626, TMDA020651
39. Trademarks: ONEIDA., Registered, 0084167, TMDA020960
40. Trademarks: "1881" ROGERS & DESIGN, Registered, 0083103, TMDA020244
41. Trademarks: COMMUNITY, Registered, 0064249, TMDA013179

Buffalo China, Inc.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
China & design	21	1380491	01/28/86	D/W
Buffalo China	21	1374809	12/10/85	D/W

Delco International, Ltd.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
ABCO	8, 21	2230713	03/09/99	F/W&D/W
Atlantic China	21	2063113	05/20/97	D/W
Belmore	8	2104884	10/14/97	F/W
Ceramicor	21	2136644	02/17/98	D/W
Delta	8	2094574	09/09/97	F/W
Laguna	8	2331554	03/21/00	F/W
Lexington	8	2094572	09/09/97	F/W

Kenwood Silver Company, Inc.: None

Oneida Food Service, Inc.: None

SCHEDULE A

Oneida International Inc.:

<u>Trademark</u>	<u>Class</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Use</u>
Sant' Andrea	11,14,21	2671450	1/7/03	HW
Sant' Andrea	11,14,21	2668370	12/31/02	HW
Sant' Andrea	8	2651556	11/19/02	FW
Sant' Andrea	8 & 21	2386731	09/19/00	F/W&H/W
Sant' Andrea	14	2469654	7/17/01	H/W

Oneida International Inc. (International Trademarks):

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
SANT'ANDREA	Argentina	Registered	1763046	22-Nov-1999	8	F/W
SANT'ANDREA	Australia	Registered	A512320	07-Jun-1989	8	F/W
SANT'ANDREA	Australia	Registered	A512321	07-Jun-1989	14	H/W
SANT'ANDREA	Australia	Registered	A512322	07-Jun-1989	21	H/W
SANT'ANDREA	Canada	Registered	373664	21-Sep-1990		
SANT'ANDREA	China (Peoples Republic)	Registered	529545	20-Sep-1990	8	F/W
SANT'ANDREA	China (Peoples Republic)	Registered	530373	30-Sep-1990	14	H/W
SANT'ANDREA	China (Peoples Republic)	Registered	531781	20-Oct-1990	21	
SANT'ANDREA	France	Registered	1535188	02-Jun-1989	8,14,21	F/W & H/W
SANT'ANDREA	Germany	Registered	1157006	04-Apr-1990	8,14,21	
SANT'ANDREA	Hong Kong	Registered	3655/90	29-Nov-1990	8	F/W
SANT'ANDREA	Hong Kong	Registered	3121/91	24-Sep-1991	14	H/W
SANT'ANDREA	Hong Kong	Registered	1178/93	25-Mar-1992	21	
SANT'ANDREA	Italy	Registered	863246	29-Oct-1992	4,8,21,24	
SANT'ANDREA	Japan	Registered	2352837	29-Nov-1991	8,14,21	F/W & H/W
SANT'ANDREA	Mexico	Registered	370888	14-Dec-1989	13	
SANT'ANDREA	Singapore	Registered	T89/03542C	06-Jun-1989	8	F/W

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
SANT'ANDREA	Singapore	Registered	T89/03544Z	06-Jun-1989	21	
SANT'ANDREA	Spain	Registered	1505804	05-Mar-1992	8	F/W
SANT'ANDREA	Spain	Registered	1505806	05-Mar-1992	21	
SANT'ANDREA	Taiwan	Registered	478353	16-Mar-1990	38	
SANT'ANDREA	Taiwan	Registered	483397	01-May-1990	56	
SANT'ANDREA	Taiwan	Registered	487732	16-Jun-1990	67	
SANT'ANDREA	United Kingdom	Registered	1386209	01-Jun-1989	8	F/W
SANT'ANDREA	United Kingdom	Registered	1386210	01-Jun-1989	14	H/W & F/W
SANT'ANDREA	United Kingdom	Registered	1386211	01-Jun-1989	21	H/W & F/W
SANT'ANDREA & Design	Indonesia	Registered	430758	22-Dec-1997	8	
SANT'ANDREA & Design	Indonesia	Registered	429.818	22-Dec-1997	14	
SANT'ANDREA & Design	Indonesia	Registered	429871	22-Dec-1997	21	
SANT'ANDREA & Design	Italy	Registered	920656	01-Dec-2003	8,21	
SANT'ANDREA & Design	Philippines	Registered	4-1998-00330	13-May-2002	8,14,21	F/W & H/W

Oneida Silversmiths Inc.: None

Sakura, Inc.: None

THC Systems, Inc.: None

Oneida Canada, Limited: None