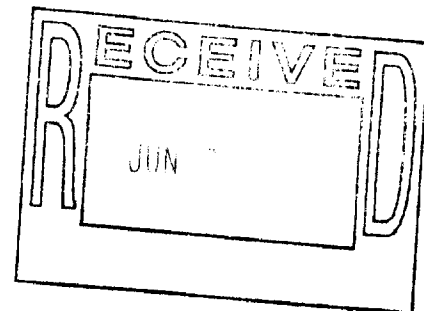


06-07-1999

SHEET



101057508



To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

The Rival Company
800 E. 101st Terrace
Kansas City, MO 64131

MRD
6-2-99

A Massachusetts corporation.

2. Name and address of receiving party:

BankBoston, N.A., as Agent
100 Federal Street
Boston, MA 02110

A national banking association.

3. Nature of conveyance: Trademark Collateral Security and Pledge Agreement dated as of February 5, 1999, and attached hereto as Exhibit 1.

4. Registration numbers:

<u>Trademark</u>		
<u>Applications</u>	<u>Serial No.</u>	<u>Application Date</u>

See Schedule A attached hereto.

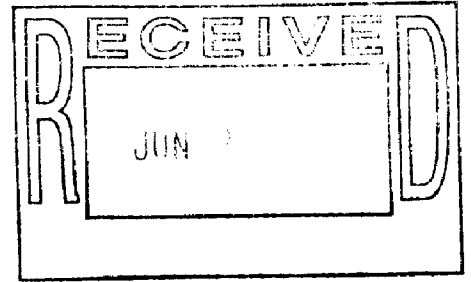
<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
-------------------	-------------------------	--------------------------

See Schedule A attached hereto.

06/04/1999	DNGUYEN	00000291	362640
01	FC:481		40.00 OP
02	FC:482		4450.00 OP

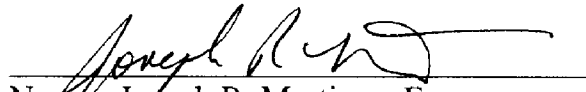
5. Name and address of party to whom correspondence concerning document should be mailed:

Joseph R. Martinez, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110



6. Total number of applications and registrations involved: 179
7. Total fee enclosed: \$ 4490
8. Deposit account number: Not applicable
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.


Name: Joseph R. Martinez, Esq.
Date: June 1, 1999

Mail documents to be recorded with required cover sheet information to:

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 20231

Sent via U.S. Post Office Express Mail on June 1, 1999,
Receipt No. EM529315733US.

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 130

Tuesday, April 27, 1999

Status Report

Page: 1

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type	Status
122/16	RIVAL	362,640	16-Mar-1935	325,973	09-Jul-1935	ACCEPTED	09-Jul-2005		TM	REGISTERED

~~122/17 JUDGE-O-MAT 388,552 04-Feb-1937 346,076 08-Jun-1937 ACCEPTED 08-Jun-1997 TM ABANDONED~~

~~122/18 GAN-O-MAT 419,922 12-Mar-1946 0312/1952 12-Mar-1986 TM ABANDONED~~

~~122/19 ICE-O-MAT 422,185 09-Jul-1946 07/09/1952 09-Jul-1986 TM ABANDONED~~

~~122/20 GRIND-O-MAT 568,249 23-Dec-1952 1223/1958 23-Dec-1992 TM ABANDONED~~

~~122/21 SHRED-O-MAT 568,514 30-Dec-1952 1230/1958 30-Dec-1992 TM ABANDONED~~

~~122/22 SLICE-CRAFTER 670,959 02-Aug-1954 624,008 27-Mar-1956 ACCEPTED 27-Mar-1996 TM CLOSED~~

~~122/23 MAGIC-HOSTESS 691,221 13-Jul-1955 624,034 27-Mar-1956 ACCEPTED 27-Mar-1996 TM CLOSED~~

~~122/24 ICE-O-MAT 7116 25-Apr-1956 639,318 01-Jan-1957 ACCEPTED 01-Jan-1997 TM CLOSED~~

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/25	ICE-O-MATIC	14,171	17-Aug-1956	653,347	22-Oct-1957	ACCEPTED	22-Oct-1997		TM ABANDONED
122/26	RIVAL	25359	01-Mar-1957	656,045	24-Dec-1957	ACCEPTED	24-Dec-1997		TM CLOSED
122/27	GRIND-O-MATIC	63,485	01-Dec-1958	682,137	21-Jul-1959	ACCEPTED	21-Jul-1999		TM REGISTERED
122/28	KITCHENEER	685,209	08-Apr-1955	732,130	29-May-1962	ACCEPTED	29-May-2002		TM REGISTERED
122/29	CAN-O-MATIC	697,995	09-Nov-1955	735,955	14-Aug-1962	ACCEPTED	14-Aug-2002		TM REGISTERED
122/30	JUICE-O-MATIC	133,318	04-Dec-1961	745,356	19-Feb-1963	ACCEPTED	19-Feb-2003		TM REGISTERED
122/31	MH-AND DESIGN	755,385	27-Aug-1963	087,719	08/27/1969	27-Aug-1983			TM ABANDONED
122/32	VAC-O-MATIC	175,797	26-Aug-1963	769,133	05-May-1964	ACCEPTED	05-May-2004		TM REGISTERED
122/33	SALABEER	769,132	05-May-1964	05/05/1970	05-May-1984				TM ABANDONED

Tuesday, April 27, 1999

Status Report

Page: 3

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 34	HYDROJET & DESIGN	183,878	02-Jan-1964	785,297	16-Feb-1965	ACCEPTED	16-Feb-2005		TM REGISTERED
122 / 35	RIVAL	203,890	13-Oct-1964	792,176	06-Jul-1965	ACCEPTED	06-Jul-2005		TM REGISTERED
122 / 36	MAGIC HOSTESS	203,668	09-Oct-1964	795,095	31-Aug-1985	ACCEPTED	31-Aug-2005		TM REGISTERED
122 / 37	RIVAL	203,688	09-Oct-1964	795,096	31-Aug-1965	ACCEPTED	31-Aug-2005		TM REGISTERED
122 / 38	CLICK 'N CLEAN	294,661	01-Apr-1968	868,938	06-May-1969	ACCEPTED	06-May-2009		TM REGISTERED
122 / 39	CROCK-POT	376,956	23-Nov-1970	928,614	08-Feb-1972	ACCEPTED	08-Feb-2002		TM REGISTERED
122 / 40	WASH-O-MATIC			950,322	09-Jan-1973	01/09/1979	09-Jan-1993		TM ABANDONED
122 / 41	COOKS ALL DAY - WHILE THE COOKS AWAY	446,044	15-Jan-1973	1,002,186	21-Jan-1975	ACCEPTED	21-Jan-2005		TM REGISTERED
122 / 42	CROCK-ETTE	112,183	12-Jan-1977	1,075,450	18-Oct-1977	10/18/1983	18-Oct-2007		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 4

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 43	CROCK-POT	135,415	27-Jul-1977	1,085,448	14-Feb-1978	ACCEPTED	14-Feb-2008		TM REGISTERED
122 / 44	RIVAL	144,884	17-Oct-1977	1,093,188	13-Jun-1978	06/13/1984	13-Jun-2008		TM REGISTERED
122 / 45	NATUREBLESS			1,102,750	19-Sep-1978	09/19/1984	19-Sep-1998		TM ABANDONED
122 / 46	FIRESCAPE-AND-DESIGN			1,149,376	24-Mar-1981	03/24/1987	24-Mar-2001		TM ABANDONED
122 / 47	UNGARRY	278,519	19-Sep-1980	1,203,384	03-Aug-1982	08/03/1988	03-Aug-2002		TM ABANDONED
122 / 48	FOLD-AWAY	237,518	01-Nov-1979	1,202,385	20-Jul-1982	ACCEPTED	20-Jul-2002		TM REGISTERED
122 / 49	YOUR GUIDE TO DEHYDRATING WITH THE CROCK-OVEN			A906,964	10-Sep-1977	ACCEPTED	10-Sep-2005		CR REGISTERED
122 / 50	RIVAL CROCK-POT COOKING			A669,329	15-Aug-1975	ACCEPTED	15-Aug-2003		CR REGISTERED
122 / 51	RIVALAIRE	104,480	14-Sep-1960	716,471	06-Jun-1961	ACCEPTED	06-Jun-2001		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Client: THE RIVAL COMPANY

Page: 5

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/52	MAGIC-HOSTESS	647,055	14-May-1953	587,315	23-Mar-1954	ACCEPTED	23-Mar-1994		TM-ABANDONED

~~122/72~~ ~~SLIMLINE~~ PENDING ~~TM-ABANDONED~~

~~122/78~~ ~~TTTAN~~ ~~261,411~~ ~~23-Dec-1966~~ ~~849,817~~ ~~23-Dec-1968~~ ~~ACCEPTED~~ ~~23-Dec-2008~~ ~~TM REGISTERED~~

~~122/79~~ ~~SLIMLINE~~ ~~67,474~~ ~~30-Oct-1975~~ ~~1,040,081~~ ~~25-May-1976~~ ~~ACCEPTED~~ ~~25-May-1996~~ ~~TM CLOSED~~

~~122/126~~ ~~Goods records that do not have Trademark records~~ PENDING ~~Unfiled~~

~~122/139~~ ~~WRAP-FARMER~~ ~~73/436,290~~ ~~25-Jul-1984~~ ~~1,298,851~~ ~~02-Oct-1984~~ ~~10/02/1990~~ ~~02-Oct-2004~~ ~~TM-ABANDONED~~

~~122/144~~ ~~CUT-ABOVE~~ ~~79/455,063~~ ~~01-Dec-1983~~ ~~1,307,687~~ ~~04-Dec-1984~~ ~~12/04/1990~~ ~~04-Dec-2004~~ ~~TM-ABANDONED~~

~~122/181~~ ~~GROGK-POT SLOW COOKER/SERVER DEEP FRYER~~ ~~TX-1-270-731~~ ~~25-Jan-1984~~ ~~ACCEPTED~~ ~~25-Jan-1984~~ ~~CR REGISTERED~~

Tuesday, April 27, 1999

Status Report

Page: 6

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/182	STEAMER-A FRESH APPROACH TO THE CLASSIC ART OF STEAM COOKING			TX-1-270-732	25-Jan-1984	ACCEPTED	25-Jan-1984		CR-REGISTERED
122/192	THERMO-PERK	73/635,195	12-Dec-1989	1,457,322	15-Sep-1987	09/15/1993	15-Sep-2007		TM-ABANDONED
122/213	WHIPPERSNAPPER	73/594,201	18-Apr-1986			PENDING			TM-ABANDONED
122/223	FILETMASTER	73/657,772	27-Apr-1987	1,478,309	01-Mar-1988	03/01/1994	01-Mar-2008		TM-ABANDONED
122/227	WHIPSTIR	73/661,932	20-May-1987	1,466,994	01-Dec-1987	12/01/1993	01-Dec-2007		TM-ABANDONED
122/228	CHOP-N-SHAKE	73/662,256	20-May-1987	1,489,991	31-May-1988	05/31/1994	31-May-2008		TM-ABANDONED
122/229	WHITE MAGIC AND DESIGN	655,503	28-Oct-1953	594,865	07-Sep-1954	ACCEPTED	07-Sep-1994		TM-ABANDONED
122/230	DOLLY MADISON	119,047	01-May-1961	738,631	02-Oct-1962	ACCEPTED	02-Oct-2002		TM-REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 7

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/231	WHEHMSBURG	431376	31-Jul-1972	965,547	07-Aug-1973	ACCEPTED	07-Aug-1993		TM-ABANDONED
122 / 239	SAFE & SOUND	73/723,782	21-Apr-1988	1,515,290	06-Dec-1988	ACCEPTED	06-Dec-2008		TM REGISTERED
122 / 241	POTPOURRI CROCK	73/768,448	09-Dec-1988	1,566,614	14-Nov-1989	ACCEPTED	14-Nov-2009		TM REGISTERED
122 / 248	POWER HEATER	73/837,332	09-Nov-1989	1,637,276	05-Mar-1991	ACCEPTED	05-Mar-2001		TM REGISTERED
122 / 252	CROCK GRILL	74/023,512	29-Jan-1990	1,638,002	12-Mar-1991	ACCEPTED	12-Mar-2001		TM REGISTERED
122 / 253	CROCK GRILL (STYLIZED)	74/024,984	02-Feb-1990	1,637,277	05-Mar-1991	ACCEPTED	05-Mar-2001		TM REGISTERED
122/256	SALAD-EXPRESS	74/041,788	26-Mar-1990			PENDING			TM-ABANDONED
122/257	SALAD-EXPRESS-PLUS	74/041,791	26-Mar-1990			PENDING			TM-ABANDONED
122 / 258	ULTRA BLEND	74/072,289	25-Jun-1990	1,671,452	07-Jan-1992	ACCEPTED	07-Jan-2002		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 8

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 268	A GARDEN OF GOOD THINGS	74/172,060	03-Jun-1991	1,686,261	12-May-1992	05/12/1998	12-May-2002		TM ABANDONED
122 / 271	K-G SMOKER	74/202,989	13-Sep-1991	1,743,893	29-Dec-1992	12/29/1998	29-Dec-2002		TM Closed
122 / 273	GANGCYCLER	74/208,019	30-Sep-1991					PENDING	TM ABANDONED
122 / 274	COOKIE FACTORY	74/222,275	18-Nov-1991	1,795,756	28-Sep-1993	09/28/1999	28-Sep-2003		TM REGISTERED
122 / 285	THERMO-TILT	74/263,239	06-Apr-1992	1,795,759	28-Sep-1993	09/28/1999	28-Sep-2003		TM REGISTERED
122 / 289	COOKIE FACTORY COOKIE AND SNACK MAKER (STYLIZED)	74/264,610	10-Apr-1992	1,829,813	05-Apr-1994	04/05/2000	05-Apr-2004		TM REGISTERED
122 / 292	HOT POT EXPRESS	74/277,102	19-May-1992	1,781,281	13-Jul-1993	ACCEPTED	13-Jul-2003		TM REGISTERED
122 / 314	RIVULET	74/336,314	03-Dec-1992	1,836,128	10-May-1994	05/10/2000	10-May-2004		TM REGISTERED
122 / 315	EASY TOUCH	74/344,395	30-Dec-1992	1,820,447	08-Feb-1994	02/08/2000	08-Feb-2004		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 9

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 318	SIMER PUMP COMPANY - SIMER	72/357,296	20-Apr-1970	954,996	13-Mar-1973	ACCEPTED	13-Mar-2003		TM REGISTERED
122 / 319	SIMER PUMP COMPANY - GEYSER	415,416	11-Feb-1972	958,956	15-May-1973	ACCEPTED	15-May-2003		TM REGISTERED
122 / 338	RIVAL SELECT	74/446,363	12-Oct-1993	1,977,074	28-May-1996	05/28/2002	28-May-2006		TM REGISTERED
122 / 339	RIVAL SELECT AND DESIGN	74/455,189	08-Nov-1993	1,953,604	30-Jan-1996	01/30/2002	30-Jan-2006		TM REGISTERED
122 / 362	FIESTA-CROQUETTE	74/501,264	17-Mar-1994			PENDING			TM ABANDONED
122 / 364	PASTA CHEF	74/517,725	28-Apr-1994	1,947,558	09-Jan-1996	01/09/2002	09-Jan-2006		TM REGISTERED
122 / 367	FIESTA CROCK-ETTE	74/547,426	11-Jul-1994	2,139,324	24-Feb-1998	02/24/2004	24-Feb-2008		TM REGISTERED
122 / 379	BAGEL-BUTTON AND DESIGN	74/634,250	14-Feb-1995	2,070,305	10-Jun-1997	06/10/2003	10-Jun-2007		TM REGISTERED
122 / 396	ICE CREAM MIX IN A BAG AND DESIGN	74/458,107	15-Nov-1993	1,879,956	21-Feb-1995	02/21/2001	21-Feb-2005		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 10

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 397	HUMBUG	74/662,084	03-Apr-1995	2,044,682	11-Mar-1997	03/11/2003	11-Mar-2007		TM REGISTERED
-----------	--------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 449	SHOWER PRO	75/042,401	05-Jan-1996	2,104,078	07-Oct-1997	10/07/2003	07-Oct-2007		TM REGISTERED
-----------	------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 476	1995-SUMMER-FAN-SPECIAL (no 16810)			TX 4-127-681	17-Jan-1996	ACCEPTED	17-Jan-1996		CR REGISTERED
-----------	------------------------------------	--	--	--------------	-------------	----------	-------------	--	---------------

122 / 478	1995-BOY'S-IT-HOT			TX 4-127-680	17-Jan-1996	01/17/2002	17-Jan-1996		CR REGISTERED
-----------	-------------------	--	--	--------------	-------------	------------	-------------	--	---------------

122 / 483	PATTON-PATTON INDUSTRIAL PRODUCTS 1994 CATALOG			TX 4-127-682	17-Jan-1996	ACCEPTED	17-Jan-1996		CR REGISTERED
-----------	--	--	--	--------------	-------------	----------	-------------	--	---------------

122 / 484	PATTON-PATTON INDUSTRIAL PRODUCTS (AIR-HEAT-LIGHT) - 1995			TX 4-127-683	17-Jan-1996	ACCEPTED	17-Jan-1996		CR REGISTERED
-----------	---	--	--	--------------	-------------	----------	-------------	--	---------------

122 / 487	THIS LITTLE PIGGY	75/141,013	25-Jul-1996	2,148,300	31-Mar-1998	03/31/2004	31-Mar-2008		TM REGISTERED
-----------	-------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 504	FASCO-ROSETTA	74/681,733	30-May-1995	2,002,549	24-Sep-1996	09/24/2002	24-Sep-2006		TM REGISTERED
-----------	---------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

Tuesday, April 27, 1999

Status Report

Page: 11

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/505	FASCO-SPARTAN	685,897	20-Apr-1955	624,070	27-Mar-1956	ACCEPTED	27-Mar-1996		TM-CLOSED
122/506	FASCO-VANITY FAIR	656,878	23-Apr-1987	1,466,284	24-Nov-1987	11/24/1993	24-Nov-2007		TM-CLOSED
122/507	FASCO-STATE FAIR	658,121	30-Apr-1987	1,467,198	01-Dec-1987	12/01/1993	01-Dec-2007		TM-CLOSED
122/508	FASCO-BOGA-RATON	722,349	14-Apr-1988	1,517,890	27-Dec-1988	12/27/1994	27-Dec-2008		TM-CLOSED
122/509	FASCO-DOOR SENTRY	710,493	10-Feb-1988	1,544,211	20-Jun-1989	06/20/1995	20-Jun-2009		TM-CLOSED
122/510	FASCO-FASCO-QUALITY SINGE 1911 AND DESIGN	74556,313	02-Aug-1994			PENDING			TM-ABANDONED
122/511	FASCO-ARCTICAIRE	72005,625	02-Apr-1956	639,963	15-Jan-1957	ACCEPTED	15-Jan-1997		TM-ABANDONED
122/512	FASCO-SPARTAN AND DESIGN	73420,538	28-Mar-1977	1,080,916	03-Jan-1978	ACCEPTED	03-Jan-1998		TM-CLOSED
122/513	FASCO-F AND DESIGN	73182,380	16-Aug-1978	1,141,072	04-Nov-1980	ACCEPTED	04-Nov-2000		TM-REGISTERED

TRADEMARK

REEL: 001902 FRAME: 0544

Tuesday, April 27, 1999

Status Report

Page: 12

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type	Status
122 / 514	FASCO - VARRLOW	73/201,478	26-Jan-1979	1,151,553	21-Apr-1981	ACCEPTED	21-Apr-2001		TM REGISTERED	1
122 / 515	FASCO - THE PARLOUR FAN	73/200,437	18-Jan-1979	1,155,478	26-May-1981	ACCEPTED	26-May-2001		TM REGISTERED	
122 / 516	FASCO - MASTER VAC	73/224,456	09-Oct-1979	1,183,544	29-Dec-1981	ACCEPTED	29-Dec-2001		TM REGISTERED	
122 / 517	FASCO - THE MASTER VAC BY FASCO AND DESIGN	73/234,426	09-Oct-1979	1,200,876	13-Jul-1982	ACCEPTED	13-Jul-2002		TM REGISTERED	
122 / 518	FASCO - SAVANNAH	73/341,969	16-Dec-1981	1,220,754	21-Dec-1982	ACCEPTED	21-Dec-2002		TM REGISTERED	
122 / 519	FASCO - WORLDS FAIR	73/345,748	15-Jan-1982	1,220,758	21-Dec-1982	ACCEPTED	21-Dec-2002		TM REGISTERED	
122 / 520	FASCO - THE OLDE SOUTH FAN	73/356,055	22-Mar-1982	1,230,994	15-Mar-1983	ACCEPTED	15-Mar-2003		TM REGISTERED	
122 / 521	FASCO - POWER CAT	73/359,826	14-Apr-1982	1,236,168	03-May-1983	ACCEPTED	03-May-2003		TM REGISTERED	
122 / 522	FASCO - THE CHARLESTON FAN	73/305,923	15-Apr-1981	1,242,695	21-Jun-1983	ACCEPTED	21-Jun-2003		TM REGISTERED	

Tuesday, April 27, 1999

Status Report

Page: 13

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 523	FASCO - SUPER CAT	73/470,855	19-Mar-1984	1,310,983	25-Dec-1984	ACCEPTED	25-Dec-2004		TM REGISTERED
122 / 524	FASCO - THE HEAT CYCLER	73/279,949	30-Dec-1980	1,356,457	27-Aug-1985	ACCEPTED	27-Aug-2005		TM REGISTERED
122 / 525	FASCO - SWIRL WIND	73/564,491	21-Oct-1985	1,403,029	29-Jul-1986	ACCEPTED	29-Jul-2006		TM REGISTERED
122 / 526	FASCO - LO ZONE	73/609,673	16-Jul-1986	1,429,147	17-Feb-1987	ACCEPTED	17-Feb-2007		TM REGISTERED
122 / 527	FASCO - GREAT ROOM	73/656,879	23-Apr-1987	1,466,285	24-Nov-1987	ACCEPTED	24-Nov-2007		TM REGISTERED
122 / 528	FASCO - ULTRA FAN	73/652,607	01-Apr-1987	1,483,268	05-Apr-1988	ACCEPTED	05-Apr-2008		TM REGISTERED
122 / 529	FASCO - HANG SAFE	73/677,998	12-Aug-1987	1,483,998	12-Apr-1988	ACCEPTED	12-Apr-2008		TM REGISTERED
122 / 530	FASCO - LIBERTY COLLECTION	73/677,893	12-Aug-1987	1,484,170	12-Apr-1988	ACCEPTED	12-Apr-2008		TM REGISTERED

~~122 / 531~~ FASCO - ALARM ALERT 734,508 15-Jun-1988 1,527,951 07-Mar-1989 03/07/1995 07-Mar-2009 TM CLOSED

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 532	FASCO - HOME BUILDER	74/056,799	07-May-1990	1,634,755	12-Feb-1991	ACCEPTED	12-Feb-2001		TM REGISTERED
122 / 533	FASCO - AIRMARK	74/056,346	07-May-1990	1,648,070	18-Jun-1991	06/18/1997	18-Jun-2001		TM ABANDONED
122 / 534	FASCO - PORCH FAN & DESIGN	74/945,964	05-Apr-1990	1,635,863	19-Feb-1991	ACCEPTED	19-Feb-2001		TM REGISTERED
122 / 535	FASCO - TRANSFLO	72/329,846	12-Jun-1969	903,875	08-Dec-1970	ACCEPTED	08-Dec-2000		TM REGISTERED
122 / 536	FASCO - SPARTAN	74/403,502	17-Jun-1993	1,863,551	22-Nov-1994	11/22/2000	22-Nov-2004		TM REGISTERED
122 / 537	FASCO - AWARE TECHNOLOGY	74/680,897	30-May-1995			PENDING			TM ABANDONED
122 / 538	FASCO - GILLESPIE	74/608,026	07-Dec-1994	1,967,513	09-Apr-1996	04/09/2002	09-Apr-2006		TM REGISTERED
122 / 567	SIMMER PUMP COMPANY - SUMPLESS	144,471	13-Oct-1977	1,102,939	19-Sep-1978	ACCEPTED	19-Sep-1998		TM Closed
122 / 569	SIMMER PUMP COMPANY - MINI- VAC	357,295	20-Apr-1970	938,694	25-Jul-1972	ACCEPTED	25-Jul-2002		TM REGISTERED

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 570	SIMER PUMP COMPANY - PUD-L-SCOOP	72357293	20-Apr-1970	905,745	12-Jan-1971	ACCEPTED	12-Jan-2001		TM REGISTERED
122 / 571	SIMER PUMP COMPANY - SIMER CAREFREE	683,714	09-Sep-1987	1,522,398	31-Jan-1989	ACCEPTED	31-Jan-2009		TM REGISTERED
122 / 572	SIMER PUMP COMPANY - 'SUMPLESS' STYLIZED	465,747	15-Feb-1984	1,338,568	28-May-1985	ACCEPTED	28-May-2005		TM REGISTERED
122 / 573	SIMER PUMP COMPANY - ACE IN THE HOLE	721,546	11-Apr-1988	1,536,091	25-Apr-1989	ACCEPTED	25-Apr-2009		TM REGISTERED
122 / 574	SIMER PUMP COMPANY - PADDLE	488,621	17-Sep-1945	422,445	23-Jul-1946	ACCEPTED	23-Jul-2006		TM REGISTERED
122 / 582	POLLENEX - DIAL MASSAGE - II STATE MARK			44972	26-Jul-1976	ACCEPTED	26-Jul-1996		TM CLOSED
122 / 583	POLLENEX - RUB DOWN	74048927	12-Apr-1990	1,652,796	30-Jul-1991	ACCEPTED	30-Jul-2001		TM REGISTERED
122 / 584	POLLENEX - LEAD GUARD	74045,009	04-Jan-1993			PENDING			TM ABANDONED
122 / 586	POLLENEX - MISCELLANEOUS DESIGN	73098,623	09-May-1989	1,616,280	02-Oct-1990	10/02/1996	02-Oct-2000		TM CLOSED

Tuesday, April 27, 1999

Status Report

Page: 16

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/587	POFFENEX~DDS-DAILY DENTAL SANITIZER	74/026,780	06-Feb-1990	1,656,727	10-Sep-1991	09/10/1997	10-Sep-2001		TM ABANDONED
122 / 594	PATTON - COMMON SENSE	74/201,070	06-Sep-1991	1,736,376	01-Dec-1992	ACCEPTED	01-Dec-2002		TM REGISTERED
122 / 595	PATTON - VERTHEAT	74/251,450	02-Mar-1992	1,787,455	10-Aug-1993	08/10/1999	10-Aug-2003		TM REGISTERED
122 / 596	PATTON - THERMAL WAVE	74/315,391	21-Sep-1992	1,775,113	08-Jun-1993	ACCEPTED	08-Jun-2003		TM REGISTERED
122/597	PATTON - SAFE TOUGH	74/446,219	12-Oct-1993			PENDING			TM ABANDONED
122/598	PATTON - PURE-GOMFORT	74/059,968	17-May-1990	1,653,594	13-Aug-1991	08/13/1997	13-Aug-2001		TM CLOSED
122/599	PATTON - HOT & SAFE	74/096,713	13-Sep-1990	1,671,496	07-Jan-1992	01/07/1998	07-Jan-2002		TM CLOSED
122/600	PATTON - STURDY & SAFE	74/096,734	13-Sep-1990	1,678,152	03-Mar-1992	03/03/1998	03-Mar-2002		TM CLOSED
122 / 601	PATTON - VERTICOL	74/154,670	08-Apr-1991	1,682,813	14-Apr-1992	ACCEPTED	14-Apr-2002		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 17

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 602	PATTON - TURBINE FAN	74/162,084	29-Apr-1991	1,750,861	02-Feb-1993	ACCEPTED	02-Feb-2003		TM REGISTERED
-----------	----------------------	------------	-------------	-----------	-------------	----------	-------------	--	---------------

122 / 609	POLLENEX - EMERGENCY SCOUT	74/614,381	22-Dec-1994	2,093,421	02-Sep-1997	09/02/2003	02-Sep-2007		TM REGISTERED
-----------	----------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 610	POLLENEX - RESCUER	74/625,926	26-Jan-1995	2,010,994	22-Oct-1996	10/22/2002	22-Oct-2006		TM REGISTERED
-----------	--------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 611	POLLENEX - LIFEGUARD	74/614,090	22-Dec-1994	2,007,014	08-Oct-1996	10/08/2002	08-Oct-2006		TM REGISTERED
-----------	----------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 612	POLLENEX - WHIRLPOOL POWER SPA	74/049,945	17-Apr-1990	1,667,243	03-Dec-1991	12/03/1997	03-Dec-2001		TM ABANDONED
----------------------	---	-----------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	-------------------------

122 / 712	POLLENEX - DESIGN BATH TUB BUBBLER CONTROL UNIT HOUSING)	688,500	07-Oct-1987	1,533,769	04-Apr-1989	ACCEPTED	04-Apr-2009		TM ABANDONED
----------------------	---	--------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	-------------------------

122 / 714	POLLENEX - BOTTLED WATER MAKER (TL ST MARK)	60499	09-Jun-1987	AGGBPTED	09-Jun-1997				TM ABANDONED
----------------------	--	------------------	------------------------	---------------------	------------------------	--	--	--	-------------------------

122 / 716	POLLENEX - HEALTH CLUB	274,518	18-Aug-1980	1,169,135	15-Sep-1981	09/15/1987	15-Sep-2001		TM REGISTERED
-----------	------------------------	---------	-------------	-----------	-------------	------------	-------------	--	---------------

Tuesday, April 27, 1999

Status Report

Page: 18

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 717	POLLENEX - BODY PLEASER	259,503	24-Apr-1980	1,169,128	15-Sep-1981	ACCEPTED	15-Sep-2001		TM REGISTERED
-----------	-------------------------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122 / 720	POLLENEX - BOTTLED WATER MAKER PRODUCT LITERATURE			TX-2-077-752	22-Jun-1987	ACCEPTED	22-Jun-1987		CR REGISTERED
----------------------	--	--	--	-------------------------	------------------------	---------------------	------------------------	--	--------------------------

122 / 721	POLLENEX - BOTTLED WATER MAKER PRODUCT PACKAGE			TX-2-112-027	06-Jul-1987	ACCEPTED	06-Jul-1987		CR REGISTERED
----------------------	---	--	--	-------------------------	------------------------	---------------------	------------------------	--	--------------------------

122 / 725	POLLENEX - BOTTLED WATER MAKER	693,565	03-Nov-1987	1,555,341	05-Sep-1989	ACCEPTED	05-Sep-2009		TM ABANDONED
----------------------	---	--------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	-------------------------

122 / 736	POLLENEX - POLLENEX BOTTLED WATER MAKER & DESIGN	73,698,375	01-Dec-1987	1,528,099	07-Mar-1989	ACCEPTED	07-Mar-2009		TM ABANDONED
----------------------	---	-----------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	-------------------------

122 / 743	POLLENEX - DIAL MASSAGE AND JET MASSAGE					PENDING			TM CLOSED
----------------------	--	--	--	--	--	--------------------	--	--	----------------------

122 / 745	POLLENEX - HEALTH/AIRE	91,328	23-Feb-1960	712,513	14-Mar-1961	03/14/1967	14-Mar-2001		TM REGISTERED
-----------	------------------------	--------	-------------	---------	-------------	------------	-------------	--	---------------

122 / 746	POLLENEX - PERMA/STERILE	92,800	14-Mar-1960	717,055	20-Jun-1961	ACCEPTED	21-Jun-2001		TM REGISTERED
-----------	--------------------------	--------	-------------	---------	-------------	----------	-------------	--	---------------

Tuesday, April 27, 1999

Status Report

Page: 19

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 747	POLLENEX - RELAX AND SLEEP	235,951	07-Jan-1966	822,960	24-Jan-1967	ACCEPTED	24-Jan-2007		TM REGISTERED
122 / 748	POLLENEX - DEEP HEAT	216,244	12-Apr-1965	828,048	25-Apr-1967	ACCEPTED	25-Apr-2007		TM REGISTERED
122 / 749	POLLENEX - SVEDA II	440,877	10-Nov-1972	988,504	16-Jul-1974	ACCEPTED	16-Jul-2004		TM ABANDONED
122 / 750	POLLENEX - CUSTOM FLOW	440,801	10-Nov-1972	997,628	05-Nov-1974	ACCEPTED	05-Nov-2004		TM ABANDONED
122 / 751	POLLENEX - DIAL MASSAGE	73084,661	21-Apr-1976	1,098,675	08-Aug-1978	ACCEPTED	08-Aug-2008		TM REGISTERED
122 / 752	POLLENEX - FEET RELIEF	199,768	12-Jan-1979	1,155,983	26-May-1981	ACCEPTED	26-May-2001		TM REGISTERED
122 / 753	POLLENEX - POLLENEX	253,258	10-Mar-1980	1,164,786	11-Aug-1981	ACCEPTED	11-Aug-2001		TM REGISTERED
122 / 754	POLLENEX - POLLENEX	327,680	11-Sep-1981	1,200,361	06-Jul-1982	ACCEPTED	06-Jul-2002		TM REGISTERED
122 / 755	POLLENEX - POLLENEX	253,259	10-Mar-1980	1,164,558	11-Aug-1981	08/11/1987	11-Aug-2001		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 20

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 756	POLLENEX - POLLENEX	253,257	10-Mar-1980	1,164,528	11-Aug-1981	ACCEPTED	11-Aug-2001		TM REGISTERED
122 / 757	POLLENEX - POLLENEX	633,406	02-Aug-1952	618,221	27-Dec-1955	ACCEPTED	27-Dec-2005		TM ABANDONED
422 / 758	POLLENEX - SWEDISH TOUCH	192,243	11-Jan-1979	1,165,380	18-Aug-1981	08/18/1987	18-Aug-2001		TM CLOSED
122 / 759	POLLENEX - BODY SOOTHER	192,242	11-Jan-1979	1,168,202	08-Sep-1981	09/08/1987	08-Sep-2001		TM CLOSED
122 / 760	POLLENEX - INSIDE TRACK	271,870	28-Jul-1980	1,173,461	13-Oct-1981	ACCEPTED	13-Oct-2001		TM CANCELLED
122 / 761	POLLENEX - POLLENEX PURE AIR '99	456,105	08-Dec-1983	1,301,488	23-Oct-1984	ACCEPTED	23-Oct-2004		TM REGISTERED
122 / 762	POLLENEX - SMOKE GRABBER	364,156	12-May-1982	1,312,203	01-Jan-1985	01/01/1991	01-Jan-2005		TM REGISTERED
122 / 763	POLLENEX - SMOKE GRABBER	367,746	03-Jun-1982	1,312,204	01-Jan-1985	ACCEPTED	01-Jan-2005		TM REGISTERED
122 / 764	POLLENEX - POLLENEX PURE WATER '99	401,288	01-Nov-1982	1,313,317	08-Jan-1985	ACCEPTED	08-Jan-2005		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 21

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 765	POLLENEX - SPLASH DANCE	530,159	01-Apr-1985	1,360,361	17-Sep-1985	ACCEPTED	17-Sep-2005		TM REGISTERED

~~122 / 780~~ SPA COMMAND ~~PENDING~~ ~~TM~~ CLOSED

~~122 / 781~~ POLLENEX - WHIRLPOOL DEEP HEAT SPA ~~750,179~~ ~~01-Sep-1988~~ ~~1,539,206~~ ~~16-May-1989~~ ~~ACCEPTED~~ ~~16-May-2009~~ ~~TM~~ ABANDONED

~~122 / 782~~ POLLENEX - MICRO POWER ~~PENDING~~ ~~TM~~ CLOSED

~~122 / 796~~ POLLENEX - JET MASSAGE SPA ~~TX-2-334-310~~ ~~28-Apr-1988~~ ~~ACCEPTED~~ ~~28-Apr-1988~~ ~~CR~~ REGISTERED
 PRODUCT LITERATURE -
 MODEL JS-100

~~122 / 800~~ POLLENEX - POLLENEX WHIRLPOOL POWER SPA ~~TX-2-366-004~~ ~~20-Jun-1988~~ ~~ACCEPTED~~ ~~20-Jun-1988~~ ~~CR~~ REGISTERED
 PRODUCT LITERATURE

~~122 / 801~~ POLLENEX - POLLENEX WHIRLPOOL DEEP HEAT SPA ~~TX-2-366-447~~ ~~15-Jul-1988~~ ~~ACCEPTED~~ ~~15-Jul-1988~~ ~~CR~~ REGISTERED
 PRODUCT LITERATURE

~~122 / 824~~ POLLENEX - CHILL AWAY ~~PENDING~~ ~~TM~~ PROPOSED

Tuesday, April 27, 1999

Status Report

Page: 22

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/ 848	POLLENEX - CONTOUR-500 BACK MASSAGER								TM - CLOSED
122/ 856	POLLENEX - WHIRLPOOL SPA								TM - CLOSED
122/ 857	POLLENEX - SAFE PLUG								TM - CLOSED
122/ 878	POLLENEX - SAFEGUARD	74/048,295	10-Apr-1990						TM - ABANDONED
122/ 898	POLLENEX - PURE WATER-99	73/788,141	21-Mar-1989	1,592,896					TM - ABANDONED
122/ 899	POLLENEX - PURE WATER-99 (IL ST MARK)			64183					TM - Closed
122/ 917	POLLENEX - POLLENEX	73/824,209	07-Sep-1989	1,594,006	01-May-1990				TM REGISTERED
122/ 931	POLLENEX - DEEP HEAT	274,520	18-Aug-1980	1,209,601	21-Sep-1982				TM REGISTERED
122/ 948	POLLENEX - WHIRLPOOL HOT SPA	642,223	29-Jan-1987	1,499,081	02-Aug-1988		08/02/1994	02-Aug-2008	TM - ABANDONED

Tuesday, April 27, 1999

Status Report

Page: 23

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/950	POLLENEX-SMOKE GRABBER (1983 VERSION)	V/A-401-438	26-Mar-1990	ACCEPTED	26-Mar-1990				GR REGISTERED
122/963	POLLENEX-COMFORT CUSHION	74/050,020	17-Apr-1990	1,679,845	17-Mar-1992	03/17/1998	17-Mar-2002		TM Closed
122/965	POLLENEX-THERAPAD	74/050,081	13-Apr-1990						TM ABANDONED
122/968	POLLENEX-SHAVE-IN-SHOWER	74/061,995	23-May-1990						TM ABANDONED
122/985	POLLENEX-DESIGN(POWER MASSAGE PRO BACK & BODY WAND MASSAGE)	74/107,341	19-Oct-1990	1,706,007	04-Aug-1992	08/04/1998	04-Aug-2002		TM Closed
122/987	POWERMASSAGE	74/110,168	29-Oct-1990	1,681,079	31-Mar-1992	03/31/1998	31-Mar-2002		TM Closed
122/1002	POLLENEX-AQUA-SHAVER	74/157,338	15-Apr-1991						TM ABANDONED
122/1007	POLLENEX-TURBO-POWER	74/194,651	14-Aug-1991	1,769,241	04-May-1993	05/04/1999	04-May-2003		TM Closed

TRADEMARK

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/ 1008	POLLENEX - WHIRL POWER	74/194,652	14-Aug-1991	1,756,106	02-Mar-1993	03/02/1999	02-Mar-2003		TM - Abandoned-
122/ 1010	POLLENEX - SHAVE-IN-SHOWER PACKAGE			VA 455 040	18-Jul-1991	ACCEPTED	09-Oct-2011		CR - REGISTERED
122/ 1012	POLLENEX - CLASSIC DIAL MASSAGE	74/215,300	18-Oct-1991			PENDING			TM - ABANDONED
122/ 1013	POLLENEX - EURO DIAL MASSAGE AND DESIGN	74/214,628	18-Oct-1991			PENDING			TM - ABANDONED
122/ 1041	POLLENEX - BACK RELIEF	74/245,115	10-Feb-1992			PENDING			TM - CLOSED
122/ 1043	POLLENEX - BODY ALIVE	74/244,778	10-Feb-1992	1,741,118	22-Dec-1992	ACCEPTED	22-Dec-2002		TM REGISTERED
122/ 1044	POLLENEX - AIR CONTROLLER	74/241,805	29-Jan-1992	1,956,673	13-Feb-1996	02/13/2002	13-Feb-2006		TM REGISTERED
122/ 1045	POLLENEX - MAKING YOU FEEL RIGHT AT HOME	74/241,715	29-Jan-1992	2,032,394	21-Jan-1997	01/21/2003	21-Jan-2007		TM REGISTERED
122/ 1046	POLLENEX - AQUASSAGER	74/243,819	06-Feb-1992	1,819,437	01-Feb-1994	02/01/2000	01-Feb-2004		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 25

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 1093	POLLENEX - DEEP HEAT	74/247,464	19-Feb-1992	1,762,646	06-Apr-1993	04/06/1999	06-Apr-2003		TM - Closed
-----------------------	---------------------------------	-----------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	------------------------

122 / 1086	POLLENEX - BODY BASICS	74/252,116	04-Mar-1992			PENDING			TM - ABANDONED
-----------------------	-----------------------------------	-----------------------	------------------------	--	--	--------------------	--	--	---------------------------

122 / 1067	POLLENEX - POWER SHOWER	74/272,304	04-May-1992	1,741,149	22-Dec-1992	12/22/1998	22-Dec-2002		TM - Abandoned
-----------------------	------------------------------------	-----------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	---------------------------

122 / 1075	POLLENEX - FEET RELIEF	74/299,234	28-Jul-1992	1,759,726	23-Mar-1993	ACCEPTED	23-Mar-2003		TM REGISTERED
------------	------------------------	------------	-------------	-----------	-------------	----------	-------------	--	---------------

122 / 1084	POLLENEX - AIR SENTRY	74/307,186	20-Aug-1992	1,850,281	16-Aug-1994	08/16/2000	16-Aug-2004		TM REGISTERED
------------	-----------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1085	POLLENEX - PEDIA AIRE	74/307,306	21-Aug-1992	1,926,358	10-Oct-1995	10/10/2001	10-Oct-2005		TM REGISTERED
------------	-----------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1090	POLLENEX - REFRESH-AIRE	74/313,398	14-Sep-1992	1,832,104	19-Apr-1994	04/19/2000	19-Apr-2004		TM REGISTERED
------------	-------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1092	POLLENEX - PUREAIRE 2000	74/318,026	28-Sep-1992	1,847,314	26-Jul-1994	07/26/2000	26-Jul-2004		TM REGISTERED
------------	--------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1093	POLLENEX - PURE AIRE 1000	74/318,430	28-Sep-1992	1,895,574	23-May-1995	05/23/2001	23-May-2005		TM REGISTERED
------------	---------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 1094	POLLENEX - BIOGERM	74/318,437	28-Sep-1992	1,899,757	13-Jun-1995	06/13/2001	13-Jun-2005		TM REGISTERED
------------	--------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1112	POLLENEX - SHOWER MISER	74/444,560	06-Oct-1993	1,853,588	13-Sep-1994	09/13/2000	13-Sep-2004		TM REGISTERED
------------	-------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1128	POLLENEX - WHISPER MIST	74/613,792	22-Dec-1994						TM ABANDONED
------------	-------------------------	------------	-------------	--	--	--	--	--	--------------

122 / 1129	POLLENEX - PRO HEAT	74/622,188	17-Jan-1995	1,938,878	28-Nov-1995	11/28/2001	28-Nov-2005		TM REGISTERED
------------	---------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1135	POLLENEX - EXPLORER	74/665,514	25-Apr-1995	2,018,761	26-Nov-1996	11/26/2002	26-Nov-2006		TM REGISTERED
------------	---------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1138	POLLENEX - WHISPER MIST	74/613,792		OP-100,204		PENDING			OP CLOSED
-----------------------	------------------------------------	-----------------------	--	-----------------------	--	--------------------	--	--	---------------------------------

122 / 1246	PATTON - PATTON AND DESIGN	73/073,604	07-Jan-1976	1,048,062	14-Sep-1976	ACCEPTED	14-Sep-2006		TM REGISTERED
------------	----------------------------	------------	-------------	-----------	-------------	----------	-------------	--	---------------

122 / 1253	PATTON - PATTON-TANK	41,745	15-Jan-1975	1,024,224	04-Nov-1975	11/04/1981	04-Nov-1995		TM ABANDONED
-----------------------	---------------------------------	-------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	------------------------------------

122 / 1254	PATTON - PATTON & DESIGN	73/375,169	19-Jul-1982	1,246,979	02-Aug-1983	ACCEPTED	02-Aug-2003		TM REGISTERED
------------	--------------------------	------------	-------------	-----------	-------------	----------	-------------	--	---------------

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 1255	PATTON - PATTON	72/432,280	09-Aug-1972	972,256	06-Nov-1973	ACCEPTED	06-Nov-2003		TM REGISTERED
122 / 1256	PATTON - HEATER PLUS FAN	73/375,167	19-Jul-1982	1,302,197	23-Oct-1984	ACCEPTED	23-Oct-2004		TM REGISTERED
122 / 1257	PATTON - FLO-AIRE (STYLIZED)	73/375,168	19-Jul-1982	1,259,916	06-Dec-1983	ACCEPTED	06-Dec-2003		TM REGISTERED
122 / 1258	PATTON - HEATER PLUS FAN	74/055,881	04-May-1990			PENDING			TM ABANDONED
122 / 1262	POLLENEX - SMOKE GRABBER (1986 VERSION)			VA 385,011	09-Mar-1990	ACCEPTED	09-Mar-1990		CR REGISTERED
122 / 1263	PATTON - ATTIC FANNIE	225,928	02-Aug-1979	1,148,407	17-Mar-1981	ACCEPTED	17-Mar-2001		TM ABANDONED
122 / 1359	SAFETIP	75/264,112	24-Mar-1997			PENDING			TM PENDING
122 / 1362	IRONIZER	75/308,673	13-Jun-1997	2,219,687	19-Jan-1999	01/19/2005	19-Jan-2009		TM Registered
122 / 1366	TOE TOUCH HEATER	75/314,450	25-Jun-1997			PENDING			SM PENDING

Tuesday, April 27, 1999

Status Report

Page: 28

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 1368	E-Z CUTTER	89,793	09-Jun-1976	1,062,651	05-Apr-1977	ACCEPTED	05-Apr-2007		TM REGISTERED

~~122 / 1369 FLEX-PEG 89,794 09-Jun-1976 1,059,023 15-Feb-1977 ACCEPTED 15-Feb-1997 TM CLOSED~~

122 / 1370 CHERS FRY 74/107,173 19-Oct-1990 1,681,102 31-Mar-1992 ACCEPTED 31-Mar-2002 TM REGISTERED

122 / 1371 QUIK FRY 74/041,374 23-Mar-1990 1,696,889 23-Jun-1992 ACCEPTED 23-Jun-2002 TM REGISTERED

~~122 / 1372 QUIKSTORE 74/072,291 25-Jun-1990 1,684,149 21-Apr-1992 04/21/1998 21-Apr-2002 TM ABANDONED~~

~~122 / 1374 MONARCH BLUE 75/037,076 26-Dec-1995 PENDING TM ABANDONED~~

122 / 1375 COLOR COLLECTION 75/022,173 20-Nov-1995 2,076,387 01-Jul-1997 07/01/2003 01-Jul-2007 TM REGISTERED

~~122 / 1376 EMERALD FOREST 75/037,078 26-Dec-1995 PENDING TM ABANDONED~~

~~122 / 1377 DESERT SAND 75/037,080 16-Dec-1995 PENDING TM ABANDONED~~

TRADEMARK

Tuesday, April 27, 1999

Status Report

Page: 29

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 1378	SPACEBLOCK	75/067,414	04-Mar-1996			PENDING			TM ABANDONED
-----------------------	-----------------------	------------	-------------	--	--	---------	--	--	--------------

122 / 1379	RADIANT-RED	75/037,079	26-Dec-1995			PENDING			TM ABANDONED
-----------------------	------------------------	------------	-------------	--	--	---------	--	--	--------------

122 / 1380	SNAPKLEEN	74/584,883	12-Oct-1994	1,938,318	28-Nov-1995	11/28/2001	28-Nov-2005		TM REGISTERED
------------	-----------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1381	LIL COOK	74/605,602	30-Nov-1994	2,000,371	10-Sep-1996	09/10/2002	10-Sep-2006		TM REGISTERED
------------	----------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1382	VACU-ROLL	74/615,558	27-Dec-1994	1,941,046	12-Dec-1995	12/12/2001	12-Dec-2005		TM REGISTERED
------------	-----------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1383	DRIP-GRIP	74/615,492	27-Dec-1994	1,938,725	28-Nov-1995	11/28/2001	28-Nov-2005		TM REGISTERED
------------	-----------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1384	PICK-A-POCKET	74/615,554	27-Dec-1994	1,938,728	28-Nov-1995	11/28/2001	28-Nov-2005		TM REGISTERED
------------	---------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1385	DAZEY HAMBURGER HEAVEN	74/453,054	01-Nov-1993	1,898,071	06-Jun-1995	06/06/2001	06-Jun-2005		TM REGISTERED
------------	------------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122 / 1386	E-Z FILL	74/647,786	16-Mar-1995	1,971,152	30-Apr-1996	04/30/2002	30-Apr-2006		TM REGISTERED
------------	----------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

Tuesday, April 27, 1999

Status Report

Page: 30

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 1387	DAZITE	74/391,061	17-May-1993	1,824,800	08-Mar-1994	03/08/2000	08-Mar-2004		TM REGISTERED
122 / 1388	DAZEY CHEFS GRILL	74/437,781	20-Sep-1993	1,891,677	25-Apr-1995	04/25/2001	25-Apr-2005		TM REGISTERED
122 / 1389	DAZEY MELTING POT	74/434,934	13-Sep-1993	1,891,676	25-Apr-1995	04/25/2001	25-Apr-2005		TM REGISTERED
122 / 1390	CAREL	74/496,874	04-Mar-1994	1,920,817	19-Sep-1995	09/19/2001	19-Sep-2005		TM REGISTERED
122 / 1391	DAZEY	71/578,009	30-Apr-1949	539,274	13-Mar-1951	ACCEPTED	13-Mar-2001		TM REGISTERED
122 / 1392	CHEFS FRY	74/344,141	29-Dec-1992	1,873,234	10-Jan-1995	01/10/2001	10-Jan-2005		TM REGISTERED
122 / 1393	DAZEY SIZZLING CHEF	74/343,602	28-Dec-1992	1,836,129	10-May-1994	05/10/2000	10-May-2004		TM REGISTERED
122 / 1394	DAZEY CHEFS PAN	74/344,307	30-Dec-1992	1,874,604	17-Jan-1995	01/17/2001	17-Jan-2005		TM REGISTERED

~~422-1395~~ ~~GOLFOR GALLERY~~ ~~75/023,601~~ ~~22-Nov-1995~~ ~~PENDING~~ ~~TM ABANDONED~~

Tuesday, April 27, 1999

Status Report

Page: 31

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/ 1396	GROGKLETT	74/679,792	25-May-1995			PENDING			TM ABANDONED

122/ 1397	DAZEY DOLLY	75/432,592	11-Jul-1996			PENDING			TM ABANDONED
----------------------	------------------------	-----------------------	------------------------	--	--	--------------------	--	--	-------------------------

122/ 1398	AUTO-FRY	383,534	03-Sep-1982	1,259,352	29-Nov-1983	ACCEPTED	29-Nov-2003		TM REGISTERED
-----------	----------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122/ 1399	DAZEY	201,684	29-Jan-1979	1,142,615	09-Dec-1980	ACCEPTED	09-Dec-2000		TM REGISTERED
-----------	-------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122/ 1400	PERK UP	343,136	22-Dec-1981	1,217,448	23-Nov-1982	ACCEPTED	23-Nov-2002		TM REGISTERED
-----------	---------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122/ 1401	CHEFFS POT	340,013	04-Dec-1981	1,222,500	04-Jan-1983	ACCEPTED	04-Jan-2003		TM REGISTERED
-----------	------------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122/ 1402	SHORT ORDER CHEF	705,059	11-Jan-1988	1,501,236	23-Aug-1988	ACCEPTED	23-Aug-2008		TM REGISTERED
-----------	------------------	---------	-------------	-----------	-------------	----------	-------------	--	---------------

122/ 1403	SEAL-A-MEAL	74/513,975	18-Apr-1994	1,896,184	30-May-1995	05/30/2001	30-May-2005		TM REGISTERED
-----------	-------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

122/ 1404	DAZEY MICRO-SEAL	74/513,253	18-Apr-1994	1,883,566	14-Mar-1995	03/14/2001	14-Mar-2005		TM REGISTERED
-----------	------------------	------------	-------------	-----------	-------------	------------	-------------	--	---------------

TRADEMARK

Tuesday, April 27, 1999

Status Report

Page: 32

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122/ 1405	DAZEY MICRO-SEAL	74/513,801	18-Apr-1994	1,893,932	16-May-1995	05/16/2001	16-May-2005		TM REGISTERED
122/ 1406	GRILLIN CHEF	74/343,438	28-Dec-1992	1,838,403	31-May-1994	05/31/2000	31-May-2004		TM REGISTERED
122/ 1407	BAR-B-GRILL	73/815,962	31-Jul-1989	1,585,506	06-Mar-1990		06-Mar-2000		TM REGISTERED
122/ 1408	DAZEY	131,022	31-Oct-1961	737,102	04-Sep-1962		04-Sep-2002		TM REGISTERED
122/ 1409	SEAL-A-MEAL	72/271,774	18-May-1967	879,864	04-Nov-1969		04-Nov-2009		TM REGISTERED
122/ 1410	ROUND-A-BOUT	74/343,603	28-Dec-1992	1,865,243	29-Nov-1994	11/29/2000	29-Nov-2004		TM REGISTERED
122/ 1411	SNAPKLEEN	313,163	27-Nov-1968	882,797	23-Dec-1969		23-Dec-1999		TM REGISTERED
122/ 1412	DAZEY NUTRI-BROIL	74/359,162	16-Feb-1993	1,793,577	21-Sep-1993	09/21/1999	21-Sep-2003		TM REGISTERED
122/ 1413	DAZITE II	74/343,440	28-Dec-1992	1,825,695	08-Mar-1994	03/08/2000	08-Mar-2004		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 33

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
122 / 1414	STOCKER	74/269,133	27-Apr-1992	1,784,824	27-Jul-1993	07/27/1999	27-Jul-2003		TM REGISTERED
122 / 1415	DAZEY STRIPPER	74/615,552	27-Dec-1994	1,938,727	28-Nov-1995	11/28/2001	28-Nov-2005		TM REGISTERED
122 / 1416	THERMINDER	74/639,272	27-Feb-1995	2,027,697	31-Dec-1996	12/31/2002	31-Dec-2006		TM REGISTERED
122 / 1417	LEXUS	75/198,296	14-Nov-1996			PENDING			TM ABANDONED
122 / 1418	CHEFS GRIDDLE	74/343,936	28-Dec-1992	1,871,882	03-Jan-1995	01/03/2001	03-Jan-2005		TM REGISTERED
122 / 1420	CLEAN MIST	73/759,732	25-Oct-1988	1,672,525	21-Jan-1992	ACCEPTED	21-Jan-2002		TM REGISTERED
122 / 1421	THE GOLD FRONT	73/837,211	09-Nov-1989	1,723,554	13-Oct-1992	10/13/1998	13-Oct-2002		TM Closed
122 / 1422	DRYFEG	74/023,721	29-Jan-1990	1,687,751	19-May-1992	05/19/1998	19-May-2002		TM Closed
122 / 1423	BIONAIRE	74/044,938	02-Apr-1990	1,797,566	12-Oct-1993	10/12/1999	12-Oct-2003		TM REGISTERED

Tuesday, April 27, 1999

Status Report

Page: 34

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
----------	------	----------	-------------	----------	-----------	------	---------	------------	------------------

122 / 1424	NATURE'S OWN AIR CLEANERS	74/321,814	13-Oct-1992			PENDING			TM - Abandoned
-----------------------	--------------------------------------	-----------------------	------------------------	--	--	--------------------	--	--	---------------------------

122 / 1425	THE BEST IN BETTER AIR	75/026,965	30-Nov-1995			PENDING			TM - ABANDONED
-----------------------	-----------------------------------	-----------------------	------------------------	--	--	--------------------	--	--	---------------------------

122 / 1427	BIOFRESH (BLOCK)	73/243,310	08-Jan-1982	1,267,753	21-Feb-1984	ACCEPTED	21-Feb-2004		TM - ABANDONED
-----------------------	-----------------------------	-----------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	---------------------------

122 / 1428	SENSYSTEM	73/485,960	19-Jun-1984	1,334,092	07-May-1985	ACCEPTED	07-May-2005		TM REGISTERED
-----------------------	----------------------	-----------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	--------------------------

122 / 1429	BIONAIRE (BLOCK)	73/343,309	08-Jan-1982	1,253,660	11-Oct-1983	ACCEPTED	11-Oct-2003		TM REGISTERED
-----------------------	-----------------------------	-----------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	--------------------------

122 / 1430	BIO-MEDISPHERE	73/510,418	26-Nov-1984	1,345,961	02-Jul-1985	ACCEPTED	02-Jul-2005		TM - ABANDONED
-----------------------	---------------------------	-----------------------	------------------------	----------------------	------------------------	---------------------	------------------------	--	---------------------------

122 / 1431	COUNTRY FRESH AIR INDOORS!	74/179,857	26-Jun-1991	1,839,319	14-Jun-1994	06/14/2000	14-Jun-2004		TM REGISTERED
-----------------------	---------------------------------------	-----------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	--------------------------

122 / 1432	CLEAR AIR	74/378,999	06-Apr-1993			PENDING			TM - Abandoned
-----------------------	----------------------	-----------------------	------------------------	--	--	--------------------	--	--	---------------------------

122 / 1433	CLEAR MIST	74/378,950	06-Apr-1993	1,891,675	25-Apr-1995	04/25/2001	25-Apr-2005		TM REGISTERED
-----------------------	-----------------------	-----------------------	------------------------	----------------------	------------------------	-----------------------	------------------------	--	--------------------------

Tuesday, April 27, 1999

Status Report

Page: 35

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type	Status
122/1542	THE GOLD FRONT TUFFHILL V. BIONAIRE INC.	CAN-26,447	09-Nov-1988	1,723,554	13-Oct-1992	10/13/1998	13-Oct-2002		CN	Closed
122 / 1557	THE EDGE	75/419,117	16-Jan-1998						TM	PENDING
122 / 1575	CLUB MADURO	75/436,043	18-Feb-1998						TM	Pending
122 / 1576	POTPOURR-EEZE	75/436,351	18-Feb-1998						TM	Pending
122/1588	WHITE MOUNTAIN (STYLIZED) MA STATE MARK	34,254	17-Aug-1983	ACCEPTED	26-May-2003				TM	RECEIVED
122 / 1590	SENSORTOAST	75/465,643	10-Apr-1998						TM	Pending
122 / 1593	SAFETECH	75/466,083	10-Apr-1998						TM	Pending
122 / 1595	SORE LOSER	75/466,165	10-Apr-1998						TM	Pending
122 / 1609	POWER SPA	75/473,483	24-Apr-1998						TM	Pending

TRADEMARK

REEL: 001902 FRAME: 0568

Status Report

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type	Status
122 / 1610	SENSORTOAST AND DESIGN	75/466,085	10-Apr-1998						TM	Pending
122 / 1619	ULPA & DESIGN	75/502,026	15-Jun-1998						TM	Pending
122 / 1623	RIVAL				13-Jun-1998	ACCEPTED	13-Jun-2008		TM	Registered
122 / 1625	RIVAL				09-Jul-1995	ACCEPTED	09-Jul-2005			Registered
122 / 1660	ST. GREGORY COLORS (THE RIVAL V. FINGERHUT COMPANY)	75/341,826	15-Aug-1997	OP					OP	Pending
122 / 1661	ST. GREGORY COLORS AND DESIGN (THE RIVAL COMPANY V. FINGERHUT CORPORATION)	75/341,622	15-Aug-1997	OP					OP	Pending
122 / 1668	HOT TOPPER	75/617,041	05-Jan-1999						TM	Pending

~~122 / 1682~~ HURTINGHAM ~~15-Mar-1999~~ PENDING ~~TM~~ Pending

Tuesday, April 27, 1999

Status Report

Page: 37

Client: THE RIVAL COMPANY

Case No.	Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	8&15	Renewal	Action Due	Case Type Status
422-1693	FLEXI-GLEAN								TM - Pending

~~422-1693 FLEXI-GLEAN~~

~~15-Mar-1999~~

~~PENDING~~

~~TM - Pending~~

Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits

due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which

acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as set forth in Schedule 7.7 to the Credit Agreement, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and, except as set forth in Schedule 7.7 to the Credit Agreement, to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is

licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any United States governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent and the Banks and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. So long as no Event of Default has occurred and is continuing, the Agent and the Banks will provide reasonable notice to the Assignor prior to any inspections.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6 hereof.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Bank in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this §7.2, so long as no Event of Default has occurred and is continuing, nothing in this §7.2 shall require the Assignor to prosecute any trademark registration applications, preserve and maintain all rights in the Trademarks and Trademark Registrations and not abandon any trademark registration application, Trademark Registration or Trademark if the taking of such action is not in the Assignor's reasonable judgment desirable in the conduct of

its business and the failure to take such action does not have a materially adverse effect on the business, assets or financial condition of the Assignor or its Subsidiaries.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Bank to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be reasonably necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Pledged Trademarks. Notwithstanding anything to the contrary contained in this §7.4, so long as no Event of Default shall have occurred and is continuing, nothing in this §7.4 shall require the Assignor to take any action or not take any action, as the case may be, if such requirement is not in the Assignor's reasonable judgment desirable in the conduct of its business and the failure to take such action or not take such action, as the case may be, does not have a materially adverse effect on the business, assets or financial condition of the Assignor and its Subsidiaries.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final material adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without

other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or to the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal with respect to Base Rate Loans set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made pursuant to the conditions set forth in §20 of the Credit Agreement

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignor, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REFERENCE TO CONFLICTS OF LAWS). The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service

of process in any such suit being made upon the Assignor by mail at the address specified in §17 herein. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise, that the Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

THE RIVAL COMPANY

By: _____

Name:

Title:

BANKBOSTON, N.A., as Agent

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of February 1999, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that (s) he is the _____ of The Rival Company, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Margaret M. Alvarado
Notary Public
My commission expires:

Margaret M. Alvarado, Notary Public
My Commission Expires: June 21, 2002

Commonwealth of Massachusetts)
)ss.
County of Suffolk)

Personally appeared before me, the undersigned, a Notary Public in and for said county, _____ personally known to me, who, being by me first duly sworn, declared that (s)he is the _____ of **BANKBOSTON, N.A.**, that being duly authorized (s) he did sign and seal said instrument as such officer of and on behalf of such bank, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of February, 1999.

Margaret M. Alvarado
Notary Public
My Commission Expires:

Margaret M. Alvarado, Notary Public
My Commission Expires: June 21, 2002

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, The Rival Company, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 800 E. 101st Terrace, Kansas City, Missouri 64131 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, _____.

THE RIVAL COMPANY

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, ____.

[INSERT NAME OF ASSIGNEE]

By: _____
Title:

COMMONWEALTH OF MASSACHUSETTS

)

) ss.

COUNTY OF SUFFOLK

)

On this the ___ day of February, 1999, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of The Rival Company and that being duly authorized (s)he signed such instrument as a free act on behalf of The Rival Company.

Notary Public

My commission expires: