

05-30-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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101733832

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Oneida, Ltd. S. 23.01

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

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

2. Name and address of receiving party(ies)
Name: The Chase Manhattan Bank
Internal
Address: _____
Street Address: 500 Plum Street, 7th Floor
City: Syracuse State: NY Zip: 13204

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____ NY 23
 Corporation-State _____
 Other New York State Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 27, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/168354
75/426201
76/229981

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1079716
1042143
645392
987772

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael P. Williams
 Internal Address: _____ 40E

 Street Address: One Lincoln Center

 City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 202

7. Total fee (37 CFR 3.41).....\$ 5,090.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1546

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael P. Williams Michael P. Williams May 18, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 17

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

Attachment of additional numbers (Item/Box 4)

Application Numbers

76/229980
76/229979
75/484602
75/764550
75/495194
76/000290
82240443

Application Number not yet issued

Mark: ONEIDA

Date of Application: March 7, 2001

Applicant: Oneida Ltd.
163-181 Kenwood Avenue
Oneida, NY 13421

International Class: 24

Goods: Household Linens

Date of First Use: April 15, 1999

Registration Numbers

1072554
2195522
744744
512066
1841878
857895
876499
519569
846242
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870470
959353
897794
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Attachment of additional numbers (Item/Box 4)

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TRADEMARK
REEL: 002298 FRAME: 0780

Attachment of additional numbers (Item/Box 4)

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REEL: 002298 FRAME: 0781

Attachment of additional numbers (Item/Box 4)

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Attachment of additional numbers (Item/Box 4)

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2258627

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TRADEMARK
REEL: 002298 FRAME: 0783

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2001, is made by ONEIDA LTD., a New York corporation (the "Borrower"), THC SYSTEMS, INC., a New York corporation and a wholly-owned subsidiary of the Borrower ("THC"), and the other subsidiaries of the Borrower which are signatories hereto (THC and each such subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") in favor of THE CHASE MANHATTAN BANK, as collateral agent (in such capacity, the "Collateral Agent") for the parties (the "Secured Parties") to the Collateral Agent Agreement referred to below.

RECITALS

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

B. As a condition to waiving certain defaults of the Borrower for the fiscal year ended January 27, 2001, the Borrower has agreed to cause the Grantors to grant to the Secured Parties a security interest in substantially all of their tangible and intangible assets, including intellectual property assets.

C. The Secured Parties and The Chase Manhattan Bank are entering into a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as may be modified, amended, supplemented or replaced, the "Collateral Agent Agreement") to appoint The Chase Manhattan Bank as the Collateral Agent and to establish their relative rights to the collateral granted by the Grantors.

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

E. The Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties in order to perfect and more grant to the Collateral Agent a security interest in Grantors' Trademarks and Trademark Licenses.

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

(i) all Trademarks, including, without limitation, all registered Trademarks referred to in Schedule 1 hereto, and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

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

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

[Remainder of Page Intentionally Left Blank]

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

ONEIDA LTD.

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

BUFFALO CHINA, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

THC SYSTEMS, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

ENCORE PROMOTIONS, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

DELCO INTERNATIONAL, LTD.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

SAKURA, INC.

By: Gregg Denny
Name: Gregg R. Denny
Title: Vice President - Finance

SCHEDULE 1
TRADEMARKS

[See Attached]

**SCHEDULE I
U.S. TRADEMARK REGISTRATIONS**

ONEIDA LTD.

Act I	8	1079716	12/20/77
Achievement	8	1042143	06/29/76
Affection	8,14	645392	05/14/77
American Colonial	8	987772	07/09/74
Applique	8	1072554	09/06/77
Aquarius	8	76/168354	Pend.
Aquarius	8	2195522	07/21/98
Arbor Rose	8	744744	02/05/63
Ashley	8	512066	07/12/49
Athena	21	1841878	06/28/94
Ballad	8	857895	10/01/68
Barbara	8	876499	09/09/69
Baronet	8	519569	01/10/50
Baroque Rose	14	846242	03/19/68
Belle Rose	8	764277	02/04/64
Bennington	8,14	870470	06/03/69
Botticelli	8	959,353	05/22/73
Bridal Wreath	8	897794	09/01/70
Cabinware	21	75/426201	Allowed
Cantata	8	785546	02/23/65
Carolina	8	791764	06/29/65
Casa Grande	8	854603	08/13/68
Castle Court	8	918896	08/24/71
Castle Court	14	1706604	08/11/92
Chalice	8	669893	11/18/58
Chateau	8	876498	09/09/69
Chaumont	8	509833	05/17/49
Cobblestone	8	927746	01/25/72
Colebrook	8	646815	06/11/57
Community	8	134050	08/10/20
Community	8	712476	03/14/61
Coronation	8	337956	08/20/05
Countryside	8	837891	10/31/67
Damask Rose	14	1725476	10/20/92
Damask Rose	8	542855	05/29/51
Delco	8	76/229981	Pend.

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**TRADEMARK
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Delco	21	76/229980	Pend.
Delco	21	76/229979	Pend.
DJ	8	1290736	08/21/84
DJ in Circle	14	1391540	04/29/86
Dover	8	849379	05/21/68
Dover	8	889693	04/21/70
Duchess	8	876013	09/02/69
Du Maurier	14	984215	05/14/74
Duraglaze	21	75/484602	Allowed
Easton	8	1362989	10/01/85
Ebbtide	8	787771	04/06/65
Eden	8	2,197,860	10/20/98
Enchantment	8,14	247949	10/09/28
Envoy	14	796375	09/21/65
Etage	8	2,266,744	08/03/99
Eton	8	512068	07/12/49
Flight	8	274966	09/09/30
Flirtation	8	685541	09/22/59
Flowertime	14	763920	01/28/64
Forever	8	876507	09/09/69
Frostfire	8	785941	03/02/65
Glen Cove	8	799089	11/23/65
Grandeur	8	857896	10/01/68
Harmony	8	436275	05/31/48
Heiress	8	436276	05/31/48
Heirloom	8	977690	01/29/74
Heirloom	21	1354120	08/13/85
Heirloom	8	2036837	02/11/97
Heirloom	14	82240443	Pend.
Hillcrest	8	723832	11/14/61
Juilliard	8	1362990	10/01/85
Jefferson	8	646810	06/11/57
Jewelstone	21	2078235	07/15/97
Kenwood	8	849007	05/14/68
Lady Hamilton	8, 14	298838	11/08/32
Lasting Rose	8	783158	01/12/65
Lasting Spring	8	518836	12/13/49
Louisiana	8	894079	07/07/70
LTD	8	1362987	10/01/85
Majesticware	21	2075123	07/01/97
Malibu	8	963489	07/10/73
Mansion House	8	506560	02/08/49
Mansion Park	8	854095	08/06/68
Marquette	8	1362988	10/01/85

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TRADEMARK
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Martinique	14	844559	02/20/68
Maybrook	8,14	645401	05/14/57
Melissa	8	899170	09/22/70
Michelangelo	8	900228	10/06/70
Michelangelo	8	884999	01/27/70
Midnight	8	2,259,243	07/06/99
Midsummer	8	758812	10/22/63
Modern Antique	8	964131	07/17/73
Monte Carlo	8	899171	09/22/70
New Domain	8,14,21	1665673	11/26/91
Niagara	8	1149289	03/24/81
Nobility		833190	08/08/67
Noblesse	8,14	280604	02/24/31
Northland	8	1989764	07/30/96
Obelus	8	2,259,241	07/06/99
Old South	8	535418	12/26/50
Omni	8	1138247	07/29/80
Oneida	8,14	2031987	01/21/97
Oneida	8	631695	07/31/56
Oneida	14	682551	07/28/59
Oneida	8	850953	06/18/68
Oneida	21	851740	07/02/68
Oneida	21	983899	05/14/74
Oneida	21	1177324	11/10/81
Oneida	14	1200995	07/13/82
Oneida	21	2,263,002	07/20/99
Oneida	35	2230913	03/09/99
Oneida Factory Store	35	2229087	03/02/99
Oneida	8, 9,21	2299604	12/14/99
Oneida	42	75/764550	Allowed
Oneida	35	2425852	11/16/99
Oneida	21	2141599	03/03/98
Oneida	3	2095127	09/09/97
Oneida	7	2146917	03/31/98
Oneida	28	75/495194	Pend.
Oneida.com	35&42	76/000290	Pend.
Oneidacraft	8	870429	06/03/69
Oneida Community	14	185759	06/24/24
Oneida Community	8	188650	09/02/24
Oneida Cube	8	818237	11/08/66
Oneida Cube	8	818253	11/08/66
Oneida Cube Logo	8	1002638	01/28/75
Oneida Profile Stainless	8	951305	01/23/73
OCL & Design	14	538350	02/20/51

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TRADEMARK
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OL Oneida & Design	14	1065754	05/17/77
Palette	8	2,277,051	09/14/99
Park Lane	8	439623	07/06/48
Peer	8	635891	10/16/56
Pendant	8	876503	09/09/69
Polonaise	8	741968	12/11/62
Port of Call	21	2435750	03/13/01
Portofino	8	960363	06/05/73
Post Road	8	953095	02/13/73
President	8	960364	06/05/73
Profile	8	2032112	02/20/96
Profile	8	631265	07/24/56
Proposal	8	876501	09/09/69
Radius	8	2,259,242	07/06/99
Simeon L. & Geo. H. Rogers Company	8	721277	09/12/61
1881 Rogers Stainless	8	755945	09/03/63
Simeon L. & Geo. H. Rogers Company	8,14	537996	02/20/51
Rio	8	876500	09/09/69
1881 R Rogers R	8,14	97079	05/19/14
Wm. A. Rogers	14	805167	03/08/66
Wm. A. Rogers	8	805119	03/08/66
Royal Provincial	14	844991	02/27/68
Royal York	8	787772	04/06/65
Rushmore	8	2197859	10/20/98
Sakura	21	1940857	12/12/95
Samantha	8	1141536	11/18/80
Sant'Andrea	8 & 21	2386731	09/19/00
Satin Beauty	14	803412	02/08/66
Satinique	8	836656	10/10/67
Seneca	8	439625	07/06/48
Silver Artistry	8	847602	04/16/68
Southern Garden	21	1968249	04/16/96
SP	21	2355306	06/06/00
Stanton Hall	8	528493	08/01/50
Stardom	21	744743	02/05/63
Sutton Place	21	759604	11/05/63
Sweet Briar	8	879889	11/04/69
Tabletrendz	21	2409298	11/28/00
The Art of Dining	21	2049760	04/01/97
Thor	8	874194	08/05/69
Ultra Porcelain	21	2079791	07/15/97
Unity	8	2195521	10/13/98

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Valerie	8	1158866	06/30/81
Vectra	8	2195520	10/13/98
Vegas	8	960365	06/05/73
Venetian Scroll	8	916923	07/20/71
Vivant	8	733765	07/03/62
Webster Wilcox	21	1307082	11/27/84
Webster Wilcox	14	1273448	04/10/84
Will 'O' Wisp	8	850218	06/04/68
Will 'O' Wisp	8	875082	08/19/69
Woodmere	8	857866	10/01/68
Yankee Clipper	8	1148713	03/24/81
Blue Ridge	21	1181156	12/08/81
Crown Rego & Design	21	1496810	07/19/88
Dunes	21	1177304	11/10/81
Eriva	21	1600927	06/12/90
Good as Gold	21	1195230	05/11/82
Hickory	21	1216751	01/16/82
Nottingham	21	1208446	09/14/82
Rego	21	1138785	08/19/80
Rego & Design	21	1141341	11/11/80
RR Royale Rego	21	1866396	12/06/94
Sage	21	1199590	06/29/82
Santa Cruz	21	1243683	06/28/83
THC & Design	21	1139504	09/09/80
True Gold	21	1289079	08/07/84

Pending...PTO number not yet issued

Oneida	24	Pend.	Pend.
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Type: Application based on use
Mark: ONEIDA
Applicant: Oneida Ltd.
163-181 Kenwood Avenue
Oneida, NY 13421
Int'l Class: 24
Goods: Household Linens
Date of First Use: April 15, 1999
Date of Application: March 7, 2001

SCHEDULE I...continued
U.S. TRADEMARK REGISTRATIONS

BUFFALO CHINA, INC.

CHINA and Buffalo Design	21	1380491	01/28/86
BUFFALO CHINA	21	1374809	12/10/85

SCHEDULE I...continued
U.S. TRADEMARK REGISTRATIONS

DELCO INTERNATIONAL, LTD

TRADEMARK	CLASS	REG. NO.	REG. DATE
ABCO	8, 21	2230713	03/09/99
ATLANTIC CHINA	21	2063113	05/20/97
BELMORE	8	2104884	10/14/97
CERAMICOR	21	2136644	02/17/98
DELTA	8	2094574	09/09/97
LAGUNA	8	2331554	03/21/00
LEXINGTON	8	2094572	09/09/97
MELINDA	8	2077269	07/08/97
WINTER-T	8	2258627	07/06/99

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RECORDED: 05/23/2001

TRADEMARK
REEL: 002298 FRAME: 0794