

03-04-2003



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2-27-03

February 27, 2003

OFFICE OF THE CLERK OF COURTS
2003 FEB 27 AM 9:51
FINANCE SECTION

BY EXPRESS MAIL
NO. EV 126283854 US

Director - U.S. Patent and Trademark Office
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: WKI Holding Company, Inc.
Recordal of Certificate of Merger
from World Kitchen (GHC), Inc. to
World Kitchen (GHC), LLC
Matter No. 922000

Sir:

Please record the attached original document or copy thereof.

- Name of conveying party(ies):
World Kitchen (GHC), Inc.
- Name and address of receiving party(ies):
World Kitchen (GHC), LLC

Address: Suite 600
11911 Freedom Drive
Reston, VA 20190

03/03/2003 LAUELLER 00000092 75915754

01 FC:8521
02 FC:8522

40.00 DP
1700.00 DP

Express Mail Certificate

I hereby certify that, on February 27, 2003, this correspondence is being deposited with the United States Postal Service, as Express Mail No. EV 126283854 US, addressed to: Box Assignments, Director-U.S. Patent and Trademark Office, Washington, DC 20231.

Carolyn Wilson
Carolyn Wilson

ATLANTA BOSTON CHICAGO HOUSTON LOS ANGELES NEW YORK SACRAMENTO SAN ANTONIO WASHINGTON, D.C. BRUSSELS

3. Nature of Conveyance: Certificate of Merger

Date of execution: January 30, 2003

4. This Certificate of Merger is being filed in respect to the following applications for registration and registrations:

APPLICATIONS:

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|---------------------------------|-------------------|--------------------|
| A. PARADIGM | 75/915754 | 2/11/00 |
| B. CHICAGO CUTLERY PRECEDENT | 75/904,285 | 1/27/00 |
| C. OXO | 75/845,814 | 11/10/1999 |

REGISTRATIONS

| <u>Trademark</u> | <u>Registration No.</u> | <u>Issue Date</u> |
|--|-------------------------|-------------------|
| D. 440A FINE | 2,310,041 | 1/18/2000 |
| E. 440A FINE CHICAGO CUTLERY | 2,444,692 | 4/17/2001 |
| F. @HAND | 2,556,419 | 4/2/2002 |
| G. ADVANCE | 2,322,334 | 2/22/2000 |
| H. ALWAYS SHARP | 1,859,302 | 10/18/1994 |
| I. AMERICAN CHEF | 1,266,204 | 2/7/1984 |
| J. AMERICAN PRIDE | 1,635,982 | 2/26/1991 |
| K. BEST MADE CUTTING TOOLS IN THE WORLD | 2,136,367 | 2/10/1998 |
| L. BIOCURVE | 1,329,268 | 4/9/1985 |

| | | | |
|-----|--|-----------|------------|
| M. | BOUTIQUE | 1,053,651 | 11/30/1976 |
| N. | CENTURION | 2,438,859 | 3/27/2001 |
| O. | CHEF'S PROFESSIONAL | 2,301,030 | 12/14/1999 |
| P. | CHICAGO CUTLERY | 1,220,606 | 12/21/1982 |
| Q. | CHICAGO CUTLERY & DESIGN | 1,388,066 | 4/1/1986 |
| R. | CHICAGO CUTLERY BASICS | 2,246,570 | 5/18/1999 |
| S. | CHICAGO CUTLERY ETC. | 2,282,631 | 10/5/99 |
| T. | CHICAGO CUTLERY INTERNATIONAL | 2,109,375 | 10/28/1997 |
| U. | CLASSIC CHEF | 1,849,790 | 8/16/1994 |
| V. | THE CLASSIC COLLECTION BY CHICAGO CUTLERY | 2,231,081 | 3/9/1999 |
| W. | DROP-SHEAR | 2,352,441 | 5/23/2000 |
| X. | EASY STEEL | 1,739,490 | 12/15/1992 |
| Y. | EVERWOOD | 2,298,806 | 12/7/1999 |
| Z. | GHC & DESIGN | 1,134,571 | 5/6/1980 |
| AA. | GHC & DESIGN | 1,738,030 | 12/8/1992 |
| BB. | GOOD GRIPS | 1,687,010 | 5/12/1992 |
| CC. | GOOD GRIPS | 1,875,056 | 1/24/1995 |
| DD. | GOOD GRIPS | 1,995,319 | 8/20/1996 |
| EE. | GOOD GRIPS | 2,419,567 | 1/9/2001 |
| FF. | GOOD GRIPS | 2,408,657 | 11/28/2000 |
| GG. | GRILL GATOR | 2,300,585 | 12/14/1999 |

| | | | |
|------|-------------------------------------|-----------|------------|
| HH. | GRILLA GEAR | 2,215,009 | 12/29/1998 |
| II. | GRILLA GEAR & DESIGN | 2,220,826 | 1/26/1999 |
| JJ. | GRIND IT | 2,608,027 | 8/13/2002 |
| KK. | GRISWOLD & DESIGN | 205,244 | 11/3/1925 |
| LL. | HAND SAVER | 2,196,627 | 10/13/1998 |
| MM. | LEGACY FORGED | 2,473,873 | 7/31/2001 |
| NN. | LEGACY FORGED BY CHICAGO CUTLERY | 2,491,017 | 9/18/2001 |
| OO. | MAGNALITE | 1,789,442 | 8/24/1993 |
| PP. | MAGNALITE | 341,566 | 12/15/1936 |
| QQ. | MAGNALITE PROFESSIONAL | 1,190,733 | 2/23/1982 |
| RR. | MAGNASHARP | 1,829,215 | 4/5/1994 |
| SS. | MEMO MAGS | 2,339,760 | 4/11/2000 |
| TT. | METROPOLITAN | 1,986,428 | 7/16/1996 |
| UU. | MISCELLANEOUS DESIGN | 2,259,118 | 7/6/1999 |
| VV. | MISCELLANEOUS DESIGN | 1,388,839 | 4/8/1986 |
| WW. | MISCELLANEOUS DESIGN | 2,266,102 | 8/3/1999 |
| XX. | MPS & DESIGN | 1,734,888 | 11/24/1992 |
| YY. | OXO | 1,652,173 | 7/30/1991 |
| ZZ. | OXO | 1,876,359 | 1/31/1995 |
| AAA. | OXO | 1,917,087 | 9/5/1995 |
| BBB. | OXO | 2,235,105 | 3/23/1999 |
| CCC. | OXO | 2,421,766 | 1/16/2001 |

| | | |
|---------------------------|-----------|------------|
| DDD. OXO | 2,410,647 | 12/5/2000 |
| EEE. PERFECT CUT | 2,169,048 | 6/30/1998 |
| FFF. PRO-LOAD | 2,480,912 | 8/21/2001 |
| GGG. RID-JID | 526,001 | 6/6/1950 |
| HHH. SENSABLES | 2,393,177 | 10/10/2000 |
| III. SOFTWORKS | 2,200,122 | 10/27/1998 |
| JJJ. SOFTWORKS | 2,286,040 | 10/12/1999 |
| KKK. SOFT WORKS | 2,403,656 | 11/14/2000 |
| LLL. STEAK HOUSE | 1,968,982 | 4/16/1996 |
| MMM. TAPER GRIND | 1,835,180 | 5/10/1994 |
| NNN. TOUCHABLES | 2,428,677 | 2/13/2001 |
| OOO. ULTRA MAX | 2,089,668 | 8/19/1997 |
| PPP. WAGNER'S | 1,875,297 | 1/24/1995 |
| QQQ. THE WALNUT TRADITION | 1,478,321 | 3/1/1988 |

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

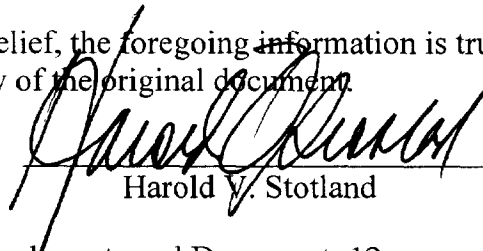
Harold V. Stotland
Seyfarth Shaw
42nd Floor
55 East Monroe Street
Chicago, Illinois 60603-5803

6. Total number of applications registrations involved: 69
7. Total fee enclosed (37 CFR 1.21(h)): \$ 1,740.00
8. Please charge any additional fees or credit any overpayment to Deposit Account No. 19-1351.

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.

Date: 2/27/03


Harold V. Stotland

Total Number of Pages Including Cover Sheet, Attachments and Document: 12

Delaware

PAGE 1

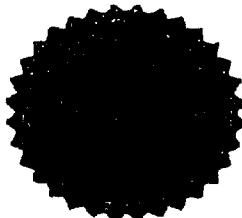
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"WORLD KITCHEN (GHC), INC.", A DELAWARE CORPORATION,
WITH AND INTO "WORLD KITCHEN (GHC), LLC" UNDER THE NAME OF
"WORLD KITCHEN (GHC), LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF
JANUARY, A.D. 2003, AT 2:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF
JANUARY, A.D. 2003, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3619041 8100M

030063710

AUTHENTICATION: 2234606

DATE: 01-30-03

TRADEMARK
REEL: 002675 FRAME: 0411

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 01/30/2003
030063710 - 3619041

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
WORLD KITCHEN (GHC), INC., a Delaware Corporation
INTO
WORLD KITCHEN (GHC), LLC, a Delaware Limited Liability Company

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is World Kitchen (GHC), LLC and the name of the corporation being merged into this surviving limited liability company is World Kitchen (GHC), Inc.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

THIRD: The name of the surviving limited liability company is World Kitchen (GHC), LLC.

FOURTH: The merger is to become effective at 11:59 p.m., Eastern Time, on January 30, 2003.

FIFTH: The Agreement and Plan of Merger is on file at 11911 Freedom Drive, Suite 600, Reston, Virginia 20190, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the undersigned surviving limited liability company on request, without cost, to any member of said limited liability company or any stockholder of merging World Kitchen (GHC), Inc.

IN WITNESS WHEREOF, said limited liability company has caused this Certificate of Merger to be signed by an authorized person, this 30th day of January, 2003.

WORLD KITCHEN (GHC), LLC:

By:



Name: Raymond J. Kulla

Title: Vice President & Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 30th day of January, 2003, by and between WORLD KITCHEN (GHC), LLC, a Delaware limited liability company ("GHC LLC" or the "Surviving LLC"), and WORLD KITCHEN (GHC), INC., a Delaware corporation (the "Merging Corporation") (both such entities being sometimes hereinafter referred to together as the "Constituent Entities").

WITNESSETH:

WHEREAS, WKI Holding Company, Inc., a Delaware Corporation ("WKI"), owns all of the membership interests in GHC LLC and also owns all of the issued and outstanding shares of capital stock of the Merging Corporation;

WHEREAS, WKI, as the sole member of GHC LLC, has duly approved this Agreement in accordance with subsection (b) of Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and deems it advisable and in the best interests of GHC LLC that the Merging Corporation merge with and into GHC LLC (the "Merger"), with GHC LLC being the surviving entity in the Merger; and

WHEREAS, WKI, as the sole stockholder of the Merging Corporation, and the board of directors of the Merging Corporation, have duly approved this Agreement in accordance with subsection (c) of Section 264 of the Delaware General Corporation Law (the "DGCL") and deem the Merger to be in the best interests of the Merging Corporation;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Constituent Entities hereby agree that the Merging Corporation shall be merged with and into GHC LLC and that the terms and conditions of the Merger and the mode of carrying the Merger into effect shall be as hereinafter set forth:

ARTICLE 1

MERGER; SURVIVING LLC

The Merging Corporation shall be merged at the Effective Time (as defined in Section 2.1 hereof) with and into GHC LLC in accordance with the provisions of the Delaware LLC Act and the DGCL and the separate corporate existence of the Merging Corporation shall cease. GHC LLC shall survive the Merger and shall continue to be governed by the Delaware LLC Act.

ARTICLE 2

TERMS AND CONDITIONS

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

2.1 Effective Time. The Merger shall become effective in accordance with the Delaware LLC Act and the DGCL (the "DGCL") at 11:59 p.m., Eastern Time, on January 30, 2003 (the "Effective Time").

2.2 Effect of Merger. At the Effective Time, the Merger shall have the effects provided for herein, in Section 18-209(g) of the Delaware LLC Act and in Section 259 of the DGCL.

2.3 Certificate of Formation. The Certificate of Formation of GHC LLC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Certificate of Formation of the Surviving LLC until the same shall be altered, amended or repealed according to the provisions thereof and applicable law.

2.4 Limited Liability Company Agreement. The Limited Liability Company Agreement of GHC LLC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Limited Liability Company Agreement of the Surviving LLC until the same shall thereafter be altered, amended or repealed according to the provisions thereof and applicable law.

2.5 Officers of Surviving LLC. The officers of GHC LLC in office at the Effective Time shall continue in office as, and shall be the officers of the Surviving LLC for their respective terms of office and until their successors are elected or appointed and qualified in accordance with the Limited Liability Company Agreement of the Surviving LLC.

2.6 Compliance with Plan of Reorganization; Third-Party Beneficiaries. It is the intent of the Constituent Entities that this Agreement and the Merger comply with the terms of the Second Amended Joint Plan of Reorganization of World Kitchen, Inc., its Parent Corporation and its Subsidiary Debtors, dated November 15, 2002, as modified (the "Plan of Reorganization"). The Surviving LLC hereby expressly agrees that it shall perform the obligations of the Merging Corporation pursuant to the Plan of Reorganization to pay or otherwise satisfy Allowed Claims (as defined in the Plan of Reorganization) against the Merging Corporation. Creditors of the Merging Corporation shall be the express third-party beneficiaries of this Section 2.6 to the extent necessary to enforce rights granted in the Plan of Reorganization against the Merging Corporation and the Surviving LLC.

2.7 Further Assurances. If, at any time after the Effective Time, the Surviving LLC shall determine or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving LLC, the title to any property or rights of the Merging Corporation acquired or to be acquired by reason of, or as a result of, the Merger, the Merging Corporation and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving LLC and otherwise to carry out the purpose of this Agreement. The proper officers and directors the Merging Corporation and the proper officers and directors of GHC LLC are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

ARTICLE 3

CONVERSION OF SHARES

The manner and basis of effecting the Merger with respect to shares and certificates of the Constituent Entities shall be as follows:

3.1 Stock of the Merging Corporation. At the Effective Time, all of the shares of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time, all shares of capital stock of the Merging Corporation held in the treasury of the Merging Corporation, if any, and all rights to acquire shares of capital stock of the Merging Corporation, if any, shall, without further act of the Merging Corporation or any holder thereof, and without further act of GHC LLC or any member thereof, be cancelled and retired and shall cease to exist, without any consideration being payable therefor. At the Effective Time, the separate corporate existence of the Merging Corporation shall cease, thereby terminating any authority for the further issuance of shares by the Merging Corporation.

3.2 Membership Interests in GHC LLC. At the Effective Time, each membership interest in GHC LLC and all rights in respect thereof shall remain unchanged as an equivalent membership interest in the Surviving LLC.

ARTICLE 4

ABANDONMENT OF MERGER

This Agreement may be terminated and abandoned by duly authorized action of either of the Constituent Entities at any time prior to the Effective Time. In furtherance and not in limitation of the foregoing, the Merger may be abandoned and this Agreement terminated in the event that at or before the Effective Time, the Constituent Entities shall not have received any approvals as may be required for the Merger.

ARTICLE 5

HEADINGS

The headings of the articles, sections and paragraphs of this Agreement are inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms and provisions hereof.

ARTICLE 6


COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be original, but such counterparts together constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WORLD KITCHEN (GHC), LLC
(a Delaware limited liability company):

By: WKI Holding Company, Inc., its sole member

By: 
Printed Name: Raymond J. Kulla
Title: Vice President and Secretary

WORLD KITCHEN (GHC), INC.
(a Delaware corporation):

By: 
Printed Name: Raymond J. Kulla
Title: Vice President and Secretary