

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oneida Ltd.		06/18/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78413865	HENLEY
Serial Number:	78413868	MADEIRA
Serial Number:	78413870	SOUTHWYCK
Serial Number:	78413872	SURF

CORRESPONDENCE DATA	
Fax Number:	(212)309-6001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-309-6176
Email:	mdelacruz@morganlewis.com
Correspondent Name:	Margaret Delacruz, Paralegal
Address Line 1:	1111 Pennsylvania Ave., NW
Address Line 2:	Attn.: TMSU
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	49065-08-0132
-------------------------	---------------

NAME OF SUBMITTER:	Margaret A. Delacruz
--------------------	----------------------

CH \$115.00 78413865

**Total Attachments: 4**

source=Oneida Trademark Security Agreement#page1.tif

source=Oneida Trademark Security Agreement#page2.tif

source=Oneida Trademark Security Agreement#page3.tif

source=Oneida Trademark Security Agreement#page4.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2004, is made by ONEIDA LTD., a New York corporation (the "Grantor") in favor of JPMORGAN CHASE BANK, as collateral agent (in such capacity, the "Collateral Agent") for the parties (the "Secured Parties") to the Collateral Agent Agreement referred to below.

### **R E C I T A L S**

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 Grantor and its subsidiaries.

B. The Secured Parties and JPMorgan Chase Bank have entered into an Amended and Restated Collateral Agency and Intercreditor Agreement dated as of April 23, 2002 (as may be modified, amended, supplemented or replaced, the "Collateral Agent Agreement") to appoint JPMorgan Chase Bank as the Collateral Agent and to establish their relative rights to the collateral granted by the Grantor and its subsidiaries.

C. Pursuant to a Security Agreement dated as of April 27, 2001 (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 Grantor has 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 Grantor in, to and under all of the Grantor's Trademarks and Trademark Applications, 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, 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

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, to the extent not already granted, 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 Grantor as set forth in the Security Agreement. The Grantor does 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, the Grantor 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:

  
Name: Gregg R. Denny

Title: Chief Financial Officer

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Class</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Use</u>	<u>Record Owner</u>
Henley	21	U.S.	78/413865	Pending	Glassware	Oneida Ltd.
MADIERA	21	U.S.	78/413868	Pending	Glassware	Oneida Ltd.
SOUTHWYCK	21	U.S.	78/413870	Pending	Glassware	Oneida Ltd.
SURF	21	U.S.	78/413872	Pending	Glassware	Oneida Ltd.