

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oneida Ltd.		08/09/2004	CORPORATION: NEW YORK
Buffalo China, Inc.		08/09/2004	CORPORATION: NEW YORK
Delco International, Ltd.		08/09/2004	CORPORATION: NEW YORK
Oneida International, Inc.		08/09/2004	CORPORATION: DELAWARE

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: 150		
Property Type	Number	Word Mark
Registration Number:	97079	1881 R ROGERS R
Registration Number:	134050	COMMUNITY
Registration Number:	185759	ONEIDA COMMUNITY
Registration Number:	247949	ENCHANTMENT
Registration Number:	274966	FLIGHT
Registration Number:	280604	NOBLESSE
Registration Number:	337956	CORONATION
Registration Number:	436275	HARMONY
Registration Number:	436276	HEIRESS
Registration Number:	439623	PARK LANE
Registration Number:	439625	SENECA
Registration Number:	509833	CHAUMONT

CH \$3765.00 97079

Registration Number:	512066	ASHLEY
Registration Number:	512068	ETON
Registration Number:	519569	BARONET
Registration Number:	528493	STANTON HALL
Registration Number:	542855	DAMASK ROSE
Registration Number:	631695	ONEIDA
Registration Number:	635891	PEER
Registration Number:	645392	AFFECTION
Registration Number:	645401	MAYBROOK
Registration Number:	646810	JEFFERSON
Registration Number:	646815	COLEBROOK
Registration Number:	669893	CHALICE
Registration Number:	682551	ONEIDA
Registration Number:	685541	FLIRTATION
Registration Number:	712476	COMMUNITY
Registration Number:	744744	ARBOR ROSE
Registration Number:	755945	1881 ROGERS STAINLESS
Registration Number:	758812	MIDSUMMER
Registration Number:	785546	CANTATA
Registration Number:	785941	FROSTFIRE
Registration Number:	787771	EBBTIDE
Registration Number:	787772	ROYAL YORK
Registration Number:	791764	CAROLINA
Registration Number:	796375	ENVOY
Registration Number:	799089	GLEN COVE
Registration Number:	805119	WM. A. ROGERS
Registration Number:	805167	WM. A. ROGERS
Registration Number:	818237	ONEIDA
Registration Number:	818253	ONEIDA
Registration Number:	833190	NOBILITY
Registration Number:	836656	SATINIQUE
Registration Number:	837891	COUNTRYSIDE
Registration Number:	844559	MARTINIQUE
Registration Number:	844991	ROYAL PROVINCIAL
Registration Number:	846242	BAROQUE ROSE

Registration Number:	847602	SILVER ARTISTRY
Registration Number:	849007	KENWOOD
Registration Number:	849379	DOVER
Registration Number:	850218	WILL 'O' WISP
Registration Number:	850953	ONEIDA
Registration Number:	851740	ONEIDA
Registration Number:	854603	CASA GRANDE
Registration Number:	857866	WOODMERE
Registration Number:	857895	BALLAD
Registration Number:	857896	GRANDEUR
Registration Number:	870429	ONEIDACRAFT
Registration Number:	870470	BENNINGTON
Registration Number:	874194	THOR
Registration Number:	875082	WILL 'O' WISP
Registration Number:	876498	CHATEAU
Registration Number:	876499	BARBARA
Registration Number:	876500	RIO
Registration Number:	876501	PROPOSAL
Registration Number:	876503	PENDANT
Registration Number:	876507	FOREVER
Registration Number:	879889	SWEET BRIAR
Registration Number:	884999	MICHELANGELO
Registration Number:	889693	DOVER
Registration Number:	894079	LOUISIANA
Registration Number:	899170	MELISSA
Registration Number:	899171	MONTE CARLO
Registration Number:	900228	MICHELANGELO
Registration Number:	953095	POST ROAD
Registration Number:	959353	BOTTICELLI
Registration Number:	964131	MODERN ANTIQUE
Registration Number:	977690	HEIRLOOM
Registration Number:	983899	ONEIDA
Registration Number:	984215	DU MAURIER
Registration Number:	1002638	ONEIDA THE SILVER CUBE. OUR SILVERSMITHS' MARK OF EXCELLENCE.

Registration Number:	1065754	OL ONEIDA
Registration Number:	1072554	APPLIQUE
Registration Number:	1079716	ACT I
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	1158866	VALERIE
Registration Number:	1177304	DUNES
Registration Number:	1177324	ONEIDA
Registration Number:	1181156	BLUE RIDGE
Registration Number:	1208446	NOTTINGHAM
Registration Number:	1216751	HICKORY
Registration Number:	1354120	HEIRLOOM
Registration Number:	1362987	LTD
Registration Number:	1362988	MARQUETTE
Registration Number:	1362989	EASTON
Registration Number:	1362990	JUILLIARD
Registration Number:	1374809	BUFFALO CHINA
Registration Number:	1380491	CHINA
Registration Number:	1496810	REGO
Registration Number:	1706604	CASTLE COURT
Registration Number:	1725476	DAMASK ROSE
Registration Number:	1968249	SOUTHERN GARDEN
Registration Number:	1989764	NORTHLAND
Registration Number:	2031987	ONEIDA
Registration Number:	2036837	HEIRLOOM
Registration Number:	2049760	THE ART OF DINING
Registration Number:	2063113	ATLANTIC CHINA
Registration Number:	2075123	MAJESTICWARE
Registration Number:	2077269	MELINDA
Registration Number:	2094572	LEXINGTON
Registration Number:	2094574	DELTA
Registration Number:	2095127	ONEIDA
Registration Number:	2104884	BELMORE
Registration Number:	2136644	CERAMICOR
Registration Number:	2141599	ONEIDA

Registration Number:	2146917	ONEIDA
Registration Number:	2195520	VECTRA
Registration Number:	2195521	UNITY
Registration Number:	2195522	AQUARIUS
Registration Number:	2230713	ABCO
Registration Number:	2230913	ONEIDA
Registration Number:	2263002	ONEIDA
Registration Number:	2266744	ETAGE
Registration Number:	2277051	PALETTE
Registration Number:	2299604	ONEIDA
Registration Number:	2331554	LAGUNA
Registration Number:	2355306	SP
Registration Number:	2386731	SANT'ANDREA
Registration Number:	2409298	TABLETRENDZ
Registration Number:	2425825	SEA LICE STING AWAY
Registration Number:	2435750	PORT OF CALL
Registration Number:	2469654	SANT'ANDREA
Registration Number:	2496315	AQUARIUS
Registration Number:	2513666	TORSADE
Registration Number:	2525748	ONEIDA
Registration Number:	2540802	ONEIDA
Registration Number:	2567148	ONEIDA
Registration Number:	2573555	ONEIDAWARE
Registration Number:	2606501	ONEIDA.COM
Registration Number:	2617374	DELCO
Registration Number:	2617375	DELCO
Registration Number:	2620379	DELCO
Registration Number:	2651556	SANT' ANDREA
Registration Number:	2668370	SANT ANDREA
Registration Number:	2671450	SANT' ANDREA
Registration Number:	2806347	ONEIDA HOME
Registration Number:	2834012	SAKURA
Serial Number:	76545291	ONEIDA
Registration Number:	506560	MANSION HOUSE

CORRESPONDENCE DATA

Fax Number: (212)309-6001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-309-7038
Email: mscott@morganlewis.com
Correspondent Name: Matthew J. Scott
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
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NAME OF SUBMITTER:	Margaret A. Delacruz
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Total Attachments: 14
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2004 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Agreement"), is made by ONEIDA LTD., a New York corporation (the "Borrower"), the parties listed on Schedule I hereto (and together with each direct or indirect domestic subsidiary of the Borrower which executes an Instrument of Assumption and Joinder pursuant to Section 5.12 of the Credit Agreement (as defined herein), each a "Guarantor" and together the "Guarantors"; the Borrower and the Guarantors are referred to herein individually as a "Grantor" and collectively as the "Grantors") in favor of JPMorgan Chase Bank ("JPMorgan Chase") as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement). All capitalized terms used herein shall have the respective meanings ascribed to such terms in the Credit Agreement unless otherwise indicated herein.

RECITALS

A. WHEREAS, the Borrower, JPMorgan Chase, as administrative agent, and the lenders from time to time party thereto (the "Existing Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of April 27, 2001 (as the same has been amended, supplemented or otherwise modified, the "Existing Credit Agreement") pursuant to which the Existing Lenders made revolving loans and a term loan to the Borrower;

B. WHEREAS, THC, as borrower, the Borrower, as guarantor, and Allstate Insurance Company (together with its permitted assignees, "Allstate"), Allstate Life Insurance Company (together with its permitted assignees, "Allstate Life") and Pacific Life Insurance Company (together with its permitted assignees, and together with Allstate and Allstate Life, the "Existing Noteholders") are parties to the 2001 Amended and Restated Note Purchase Agreement dated as of May 1, 2001 (as the same has been amended, supplemented or otherwise modified, the "Existing Note Agreement") pursuant to which the Existing Noteholders purchased certain notes (the "Existing Notes") with a maturity date of May 31, 2005;

C. WHEREAS, the Borrower's obligations under the Existing Credit Agreement and the Loan Documents (as defined in the Existing Credit Agreement) (the "Existing Credit Agreement Obligations") are guaranteed by each of the Borrower's direct and indirect domestic subsidiaries (the "Existing Guarantors") pursuant to (i) that certain Amended and Restated Guarantee Agreement dated as of April 27, 2001 made by Buffalo China, Encore, THC, Delco and Sakura for the benefit of the Existing Lenders, JPMorgan Chase, as administrative agent under the Existing Credit Agreement (the "Existing Administrative Agent"), and the Existing Collateral Agent (as defined below), (ii) that certain Subsidiary Guarantee Agreement dated as of April 23, 2002 made by Kenwood for the benefit of the Existing Lenders, the Existing Administrative Agent and the Existing Collateral Agent, (iii) that certain Subsidiary Guarantee Agreement dated as of July 25, 2003 made by Silversmiths for the benefit of the

Existing Lenders, the Existing Administrative Agent and the Existing Collateral Agent and (iv) that certain Subsidiary Guarantee Agreement dated as of July 25, 2003 made by Food Service for the benefit of the Existing Lenders, the Existing Administrative Agent and the Existing Collateral Agent (the agreements described in clauses (i) through (iv) above, as the same have been amended, supplemented or otherwise modified, collectively, the “Existing Loan Guarantee Agreements”);

D. WHEREAS, THC’s obligations under the Existing Note Agreement are guaranteed (A) by the Borrower pursuant to the terms of the Existing Note Agreement (THC’s and the Borrower’s obligations collectively referred to as the “Existing Note Agreement Obligations”) and (B) by each of the Existing Guarantors pursuant to (i) that certain Amended and Restated Subsidiary Guarantee Agreement dated April 27, 2001 for the benefit of the Existing Noteholders and executed by Buffalo China, (ii) that certain Amended and Restated Subsidiary Guarantee Agreement dated April 27, 2001 for the benefit of the Existing Noteholders and executed by Encore, (iii) that certain Amended and Restated Subsidiary Guarantee Agreement dated April 27, 2001 for the benefit of the Existing Noteholders and executed by Delco, (iv) that certain Amended and Restated Subsidiary Guarantee Agreement dated April 27, 2001 for the benefit of the Existing Noteholders and executed by THC, (v) that certain Amended and Restated Subsidiary Guarantee Agreement dated April 27, 2001 for the benefit of the Existing Noteholders and executed by Sakura, (vi) that certain Subsidiary Guarantee Agreement dated April 23, 2002 for the benefit of the Existing Noteholders and executed by Kenwood, (vii) that certain Subsidiary Guarantee Agreement dated July 25, 2003 for the benefit of the Existing Noteholders and executed by Silversmiths, and (viii) that certain Subsidiary Guarantee Agreement dated July 25, 2003 for the benefit of the Existing Noteholders and executed by Food Service (the agreements described in clauses (i) through (viii) above, as the same have been amended, supplemented or otherwise modified, collectively, the “Existing Note Guarantee Agreements”);

E. WHEREAS, pursuant to that certain Amended and Restated Collateral Agency and Intercreditor Agreement dated as of April 23, 2002 by and among (i) the Existing Lenders, (ii) the Existing Noteholders, (iii) JPMorgan Chase, as administrative agent, collateral agent and, individually, as a working capital lender, and (iv) certain other secured parties (as the same has been amended, supplemented or otherwise modified, the “Existing Intercreditor Agreement”), each of the parties to the Existing Intercreditor Agreement, among other things, appointed JPMorgan Chase as collateral agent (the “Existing Collateral Agent”) and authorized the Existing Collateral Agent to, among other things, execute, deliver and perform as their collateral agent with respect to the security documents entered into in connection with the Existing Credit Agreement;

F. WHEREAS, the Existing Credit Agreement Obligations, the Existing Note Agreement Obligations and certain letter of credit obligations of the Borrower (collectively, with the Existing Credit Agreement Obligations and the Existing Note Agreement Obligations, the “Existing Secured Obligations”) are secured by liens on substantially all of the real and personal property of the Borrower and each of the Existing Guarantors (collectively, the “Existing Collateral”) pursuant to, among other security documents, (i) that certain Trademark Security Agreement dated as of April 27, 2001 made by the Borrower, Buffalo China, THC, Encore, Delco and Sakura in favor of the Existing Collateral Agent, (ii) that certain Trademark Security

Agreement dated as of April 23, 2002 made by the Borrower in favor of the Existing Collateral Agent, (iii) that certain Trademark Security Agreement dated as of August 29, 2003 made by the Borrower in favor of the Existing Collateral Agent, (iv) that certain Trademark Security Agreement dated as of January 19, 2004 made by the Borrower in favor of the Existing Collateral Agent, and (v) that certain Trademark Security Agreement dated as of June 18, 2004 made by the Borrower, Buffalo China, THC, Encore, Delco and Sakura in favor of the Existing Collateral Agent (as the same have been amended, supplemented or otherwise modified, collectively, the "Existing Trademark Security Agreements");

G. WHEREAS, the Existing Secured Obligations and certain other indebtedness incurred by the Borrower (collectively, the "Existing Obligations") are being restructured pursuant to a Second Amended and Restated Credit Agreement dated as of the date hereof among the Borrower, the Collateral Agent, JPMorgan Chase as administrative agent (in such capacity, the "Administrative Agent"), the lenders party thereto and the Existing Standby L/C Issuers (as the same may at any time be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced, the "Credit Agreement"); and

H. WHEREAS, it is a condition precedent to the restructuring of the Existing Obligations as contemplated under the Credit Agreement and to the extension of additional credit under the Credit Agreement that, among other things: (i) the Borrower and each of the Guarantors enter into a Second Amended and Restated Collateral Agency and Intercreditor Agreement dated as of the date hereof by and among the Borrower, the Guarantors, the Administrative Agent, the Collateral Agent, each of the lenders from time to time party to the Credit Agreement, the Existing Standby L/C Issuers and the issuer of the Trade Letters of Credit in order to, among other things, appoint JPMorgan Chase as Collateral Agent and authorize the Collateral Agent to, among other things, execute, deliver and perform as their collateral agent with respect to the security documents to be entered into in connection with the Credit Agreement; (ii) the Borrower and each of the Guarantors enter into an Amended and Restated Security Agreement dated as of the date hereof by the Borrower and each of the Grantors in favor of the Collateral Agent for the benefit of the Secured Parties (as the same may at any time be amended, amended and restated, supplemented or otherwise modified, renewed or replaced the "Amended and Restated Security Agreement"); (iii) the Grantors acknowledge and confirm that the liens granted pursuant to the Existing Trademark Security Agreements remain in effect; and (iv) the Borrower and each of the Grantors execute this Agreement in order to grant a security interest in favor of the Collateral Agent on behalf of the Secured Parties to secure the Obligations (as such term is defined in the Amended and Restated Security Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of the Collateral Agent on behalf of the Secured Parties for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby (i) confirm and acknowledge the Collateral Agent's security interests, for the ratable benefit of the Secured Parties, in all of the collateral secured under the Existing Trademark Security Agreements, and (ii) grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks (as defined in the Amended and Restated Security Agreement), including, without limitation, each Trademark referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Amended and Restated Security Agreement), including, without limitation, each Trademark License referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) 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 II 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 Amended and Restated 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 Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Each Grantor acknowledges that, pursuant to Section 5.12 of the Credit Agreement, the Borrower is required to cause each Person which becomes a domestic Subsidiary of the Borrower or any Grantor to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing an Instrument of Assumption and Joinder (a "Joinder") substantially in the form of Exhibit K attached to the Credit Agreement. Upon delivery of any such Joinder to the Administrative Agent or the Collateral Agent, as the case may be, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be discharged, diminished or otherwise affected (a) by the addition or release of any other Grantor hereunder, (b) any failure by the Borrower or any Grantor to cause any Subsidiary to become an Additional Grantor or a Grantor hereunder or (c) by reason of the Collateral Agent's or any of the Secured Parties' actions in effecting, or failure to effect, any such Joinder, or in releasing any Grantor hereunder, in each case without the necessity of giving notice to or obtaining the consent of any other Grantor. This Agreement shall be fully effective

as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

The parties hereto acknowledge and agree that upon the dissolution of Encore Promotions, Inc., as permitted by the terms of the Credit Agreement, such entity shall no longer be a party to this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.

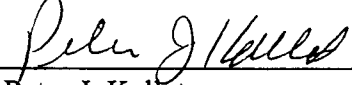
This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature thereto.

This Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Security Documents.

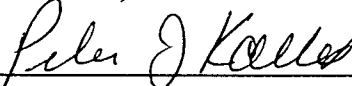
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IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

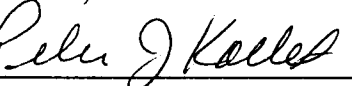
ONEIDA LTD.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

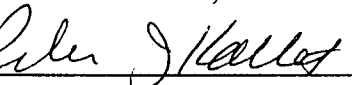
BUFFALO CHINA, INC.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

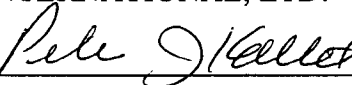
THC SYSTEMS, INC.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

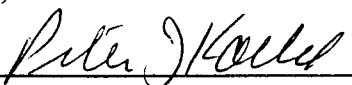
ENCORE PROMOTIONS, INC.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

DELCO INTERNATIONAL, LTD.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

SAKURA, INC.

By: 
Name: Peter J. Kallet
Title: Chief Executive Officer

KENWOOD SILVER COMPANY, INC.

By: Peter J. Kallet

Name: Peter J. Kallet

Title: Chief Executive Officer

ONEIDA SILVERSMITHS, INC.

By: Peter J. Kallet

Name: Peter J. Kallet

Title: Chief Executive Officer

ONEIDA FOOD SERVICE, INC.

By: Peter J. Kallet

Name: Peter J. Kallet

Title: Chief Executive Officer

ONEIDA INTERNATIONAL, INC.

By: Peter J. Kallet

Name: Peter J. Kallet

Title: Chief Executive Officer

Accepted and Agreed to:

JPMORGAN CHASE BANK
as Collateral Agent

By: _____

Name: Roger Odell

Title: Managing Director

KENWOOD SILVER COMPANY, INC.

By: _____
Name: Peter J. Kallet
Title: Chief Executive Officer

ONEIDA SILVERSMITHS, INC.

By: _____
Name: Peter J. Kallet
Title: Chief Executive Officer

ONEIDA FOOD SERVICE, INC.


By: _____
Name: Peter J. Kallet
Title: Chief Executive Officer

ONEIDA INTERNATIONAL, INC.

By: _____
Name: Peter J. Kallet
Title: Chief Executive Officer

Accepted and Agreed to:

JPMORGAN CHASE BANK
as Collateral Agent

By:  _____
Name: Roger Odell
Title: Managing Director

SCHEDULE I

PARTIES

1. THC Systems, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
2. Buffalo China, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
3. Encore Promotions, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
4. Delco International, Ltd., a New York corporation and a wholly-owned subsidiary of the Borrower
5. Sakura, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
6. Kenwood Silver Company, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
7. Oneida Silversmiths, Inc., a New York corporation and a wholly-owned subsidiary of the Borrower
8. Oneida Food Service, Inc., a New York corporation and a wholly-owned subsidiary of Buffalo China, Inc.
9. Oneida International, Inc., a Delaware corporation and a subsidiary of the Borrower

Schedule II: Trademarks

F/W = Flatware
H/W = Holloware
D/W= Dinnerware
G/W = Glassware and/or crystal

A. ONEIDA LTD.:

Trademark	Int'l Class	Reg. No.	Reg. Date	Use
Act I	8	1079716	12/20/77	F/W
Affection	8,14	645392	05/14/77	F/W&H/W
Applique	8	1072554	09/06/77	F/W
Aquarius	8	2496315	10/9/01	F/W
Aquarius	8	2195522	07/21/98	F/W
Arbor Rose	8	744744	02/05/63	F/W
Ashley	8	512066	07/12/49	F/W
Ballad	8	857895	10/01/68	F/W
Barbara	8	876499	09/09/69	F/W
Baronet	8	519569	01/10/50	F/W
Baroque Rose	14	846242	03/19/68	F/W
Bennington	8,14	870470	06/03/69	F/W&H/W
Blue Ridge	21	1181156	12/08/81	D/W
Botticelli	8	959,353	05/22/73	F/W
Cantata	8	785546	02/23/65	F/W
Carolina	8	791764	06/29/65	F/W
Casa Grande	8	854603	08/13/68	F/W
Castle Court	14	1706604	08/11/92	H/W
Chalice	8	669893	11/18/58	F/W
Chateau	8	876498	09/09/69	F/W
Chaumont	8	509833	05/17/49	F/W
Colebrook	8	646815	06/11/57	F/W
Community	8	134050	08/10/20	F/W
Community	8	712476	03/14/61	F/W
Coronation	8	337956	08/20/05	F/W
Countryside	8	837891	10/31/67	F/W
Crown Rego & design	21	1496810	07/19/88	D/W
Damask Rose	14	1725476	10/20/92	H/W
Damask Rose	8	542855	05/29/51	F/W
Delco	8	2617375	09/10/02	F/W
Delco	21	2617374	09/10/02	D/W
Delco	21	2620379	09/17/02	H/W
Dover	8	849379	05/21/68	F/W

Dover	8	889693	04/21/70	F/W
Du Maurier	14	984215	05/14/74	F/W&H/W
Dunes	21	1177304	11/10/81	D/W
Easton	8	1362989	10/01/85	F/W
Ebbtide	8	787771	04/06/65	F/W
Enchantment	8,14	247949	10/09/28	F/W&H/W
Envoy	14	796375	09/21/65	F/W
Etage	8	2,266,744	08/03/99	F/W
Eton	8	512068	07/12/49	F/W
Flight	8	274966	09/09/30	F/W&H/W
Flirtation	8	685541	09/22/59	F/W
Forever	8	876507	09/09/69	F/W
Frostfire	8	785941	03/02/65	F/W
Glen Cove	8	799089	11/23/65	F/W
Grandeur	8	857896	10/01/68	F/W
Harmony	8	436275	05/31/48	F/W
Heiress	8	436276	05/31/48	F/W
Heirloom	8	977690	01/29/74	F/W
Heirloom	21	1354120	08/13/85	G/W
Heirloom	8	2036837	02/11/97	F/W
Henley	21	n/a	Pending	G/W
Hickory	21	1216751	11/16/82	D/W
Juilliard	8	1362990	10/01/85	F/W
Jefferson	8	646810	06/11/57	F/W
Kenwood	8	849007	05/14/68	F/W
Louisiana	8	894079	07/07/70	F/W
LTD	8	1362987	10/01/85	F/W
Madeira	21	n/a	Pending	G/W
Majesticware	21	2075123	07/01/97	D/W
Mansion House	8	506560	02/08/49	F/W
Mansion Park	8	854095	08/06/68	F/W
Marquette	8	1362988	10/01/85	F/W
Martinique	14	844559	02/20/68	F/W
Maybrook	8,14	645401	05/14/57	H/W
Melissa	8	899170	09/22/70	F/W
Michelangelo	8	900228	10/06/70	F/W
Michelangelo	8	884999	01/27/70	F/W
Midsummer	8	758812	10/22/63	F/W
Modern Antique	8	964131	07/17/73	F/W
Monte Carlo	8	899171	09/22/70	F/W
Nobility	8,33	833190	08/08/67	H/W&G/W
Noblesse	8,14	280604	02/24/31	F/W
Northland	8	1989764	07/30/96	F/W
Nottingham	21	1208446	09/14/82	D/W

Oneida	8,14	2031987	01/21/97	F/W&H/W
Oneida	8	631695	07/31/56	F/W
Oneida	14	682551	07/28/59	F/W
Oneida	8	850953	06/18/68	Cutlery
Oneida	21	851740	07/02/68	H/W
Oneida	21	983899	05/14/74	D/W
Oneida	21	1177324	11/10/81	G/W
Oneida	21	2,263,002	07/20/99	D/W
Oneida	35	2230913	03/09/99	Factory Store
Oneida	24	2567148	5/7/02	Linens
Oneida	8, 9,21	2299604	12/14/99	Gadgets
Oneida	42	2525748	1/1/02	On-line Svcs.
Oneida	35	2425825	11/16/99	On-line Svcs.
Oneida	21	2141599	03/03/98	Cookware
Oneida	3	2095127	09/09/97	Polish
Oneida	7	2146917	03/31/98	Tools
Oneida	28	2540802	2/19/02	Toys
Oneida	21	76/545291	Pending	Bakeware
Oneida.com	35&42	2606501	8/13/02	On-line Svcs.
Oneidacraft	8	870429	06/03/69	F/W
Oneidaware	8	2573555	5/28/02	F/W
Oneida Community	14	185759	06/24/24	F/W&H/W
Oneida Cube	8	818237	11/08/66	F/W
Oneida Cube	8	818253	11/08/66	F/W&H/W
Oneida Cube Logo	8	1002638	01/28/75	F/W
Oneida Home	35	2806347	01/20/04	Factory Store
OL Oneida & Design	14	1065754	05/17/77	H/W
Palette	8	2,277,051	09/14/99	F/W
Park Lane	8	439623	07/06/48	F/W
Peer	8	635891	10/16/56	F/W
Pendant	8	876503	09/09/69	F/W
Port of Call	21	2435750	03/13/01	D/W
Post Road	8	953095	02/13/73	F/W
Proposal	8	876501	09/09/69	F/W
Rego	21	1138785	09/19/80	D/W
Rego & design	21	1141341	11/11/80	D/W
1881 Rogers Stainless	8	755945	09/03/63	F/W
Rio	8	876500	09/09/69	F/W
1881 R Rogers R	8,14	97079	05/19/14	F/W&H/W
Wm. A. Rogers	14	805167	03/08/66	F/W&H/W
Wm. A. Rogers	8	805119	03/08/66	F/W
Royal Provincial	14	844991	02/27/68	H/W
Royal York	8	787772	04/06/65	F/W
Sakura	21	2834012	04/20/04	D/W

Sant' Andrea	8 & 21	2386731	09/19/00	F/W&H/W
Sant' Andrea	14	2469654	7/17/01	H/W
Satinique	8	836656	10/10/67	F/W
Seneca	8	439625	07/06/48	F/W
Silver Artistry	8	847602	04/16/68	F/W
Southern Garden	21	1968249	04/16/96	G/W
Southwyck	21	n/a	Pending	G/W
SP	21	2355306	06/06/00	G/W
Stanton Hall	8	528493	08/01/50	F/W
Surf	21	n/a	Pending	G/W
Sweet Briar	8	879889	11/04/69	F/W
Tabletrendz	21	2409298	11/28/00	D/W
The Art of Dining	21	2049760	04/01/97	D/W&G/W
Thor	8	874194	08/05/69	F/W
Torsade	8	2513666	12/04/01	F/W
Unity	8	2195521	10/13/98	F/W
Valerie	8	1158866	06/30/81	F/W
Vectra	8	2195520	10/13/98	F/W
Will 'O'Wisp	8	850218	06/04/68	F/W
Will 'O'Wisp	8	875082	08/19/69	F/W
Woodmere	8	857866	10/01/68	FW

B. BUFFALO CHINA, INC.:

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

C. DELCO INTERNATIONAL, LTD.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
ABCO	8, 21	2230713	03/09/99	F/W&D/W
Atlantic China	21	2063113	05/20/97	D/W
Belmore	8	2104884	10/14/97	F/W
Ceramicor	21	2136644	02/17/98	D/W
Delta	8	2094574	09/09/97	F/W
Laguna	8	2331554	03/21/00	F/W
Lexington	8	2094572	09/09/97	F/W
Melinda	8	2077269	07/08/97	F/W

- D. ENCORE PROMOTIONS, INC.: None
- E. KENWOOD SILVER COMPANY, INC.: None
- F. ONEIDA FOOD SERVICE, INC.: None
- G. ONEIDA INTERNATIONAL, INC.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Sant' Andrea	11,14,21	2671450	1/7/03	H/W
Sant' Andrea	11,14,21	2668370	12/31/02	H/W
Sant' Andrea	8	2651556	11/19/02	F/W

- H. ONEIDA SILVERSMITHS, INC.: None
- I. THC SYSTEMS, INC.: None