

07-22-2004

7-22-04



REC
1 102797084

7/22/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Mirro Operating Company LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Execution Date(s) 6/22/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Congress Financial Corporation,
as Agent

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: United States Zip: 10036

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached hereto.

B. Trademark Registration No.(s)
See Schedule A attached hereto.

745664

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-682-6104

Email Address: tbenett@oshr.com

6. Total number of applications and registrations involved:

77

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,940.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Tracey D. Bennett
Signature

7-20-04
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/22/2004 6TON11 00000021 745664

01 FC:8521 40.00 OP
02 FC:8522 1900.00 OP

SCHEDULE A
TO
TRADEMARK RECORDATION COVER SHEET

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registration Numbers:

745664	688578	1659807
2523049	1243985	1819956
1259457	1137920	1961082
1182182	788937	941834
2604347	620684	1257617
1067727	229399	936441
2315774	2196630	1460090
1255352	1464604	1274863
1496811	2245619	532648
1470465	1617675	1661765
2041505	2122412	1445219
2314977	1779693	2112298
693391	2455769	665622
1145042	1193883	679513
2362683	2362684	2360563
2159769	1596494	1594280
1621265	1436472	1805326
1908516	1970293	2013761
1619955	1638445	2786871

1958458	1974033	2309080
2235209	1781480	1778385
1881475	1177308	1347963
2107393	2465884	45726
1642839	2241712	2775373
2269287	798012	525530

Trademark Application Numbers:

76/399294	76/191182	
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated June 22, 2004, is by and between MIRRO OPERATING COMPANY LLC, a Delaware limited liability company ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Anchor Hocking Operating Company LLC, a Delaware limited liability company ("Anchor"), Anchor Hocking CG Operating Company LLC, a Delaware limited liability company ("Anchor CG") and Burnes Operating Company LLC, a Delaware limited liability company ("Burnes", together with Debtor, Anchor and Anchor CG, each, a "Borrower" and collectively, "Borrowers"), Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party (for itself and the benefit of Lenders) pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender (and, to the extent set forth in the Loan Agreement, any of their respective affiliates or other institutions that may be providing financial accommodations secured by the assets subject to the security interest of Agent), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, in each case whether arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Except as set forth in Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral in accordance with the terms and provisions of the Loan Agreement. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks listed on Exhibit A hereto and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may reasonably be expected to become abandoned, invalidated, unenforceable, avoided, or avoidable, except that so long as no Default or Event of Default shall exist or have occurred and be continuing, Debtor may abandon any Trademark that is not affixed to, or used in connection with the manufacture, sale or distribution of, any inventory of Debtor or any of its affiliates and has not otherwise been and is not otherwise being used by Debtor or any of its affiliates and is otherwise deemed by Debtor in the exercise of its reasonable business judgment to be no longer useful or of any material economic value. Except as set forth in the previous sentence, Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may reasonably be expected to become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of

incontestability and opposition, interference, and cancellation proceedings, provided, that, Debtor shall not be required to render any such assistance with respect to any Collateral which may be abandoned in accordance with Section 3(i) hereof.

(k) To the best of Debtor's knowledge after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for claims resulting solely from Secured Party's or the Lenders' gross negligence or willful misconduct (as determined in a final non-appealable order of a court of competent jurisdiction). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, be part of the Obligations secured hereby and bear interest at the rate set forth in the Loan Agreement.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by,

Debtor except as such notice or consent is expressly provided for hereunder or is required by applicable law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine in good faith.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations in accordance with the terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer, respond or move in respect of such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR

INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Mirro Operating Company LLC
5115 Parkcenter Avenue
Suite 150
Dublin, Ohio 43017
Attention: A. Jeffrey Zappone, CFO
Telephone No.: (614) 210-7200
Telecopy No.: (614) 210-7253

with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Daniel V. Oshinsky, Esq.
Telephone No.: (212) 756-2000
Telecopy No.: (212) 593-5955

If to Secured Party and Lenders:

Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 840-2000
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force

and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MIRRO OPERATING COMPANY LLC

By: 

Title: PRESIDENT

CONGRESS FINANCIAL CORPORATION,
as Agent

By: _____

Title: _____


IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MIRRO OPERATING COMPANY LLC

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION,
as Agent

By:  _____

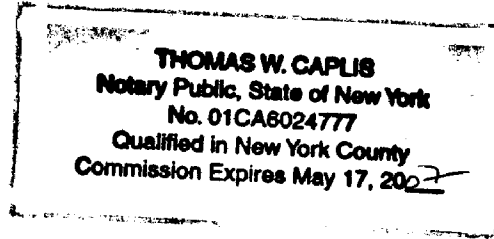
First Vice-President

Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22nd day of June, 2004, before me personally came Mark Eichen, to me known, who being by me duly sworn, did depose, acknowledge and say that he/~~she~~ is the President of MIRRO OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the managing member of said limited liability company.

Thomas W. Caplis
Notary Public



STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this ___ day of June, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

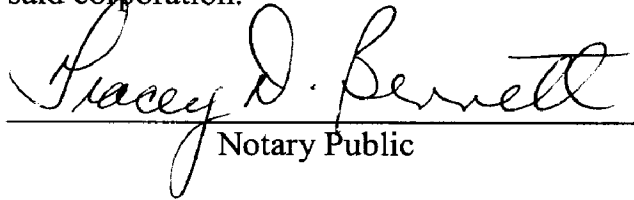
STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this ___ day of June, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of MIRRO OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the managing member of said limited liability company.

Notary Public

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this 18th day of June, 2004, before me personally came DARRYL KURIGER, to me known, who, being duly sworn, did depose and say, that he/~~she~~ is the 1ST. VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the Board of Directors of said corporation.



Notary Public

TRACEY D. BENNETT
Notary Public, State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 4/5/2007

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS

Mirro Operating Company LLC Trademarks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
WEAR-EVER	Antigua and Barbuda	1502	1502	Registered	16-Jan-1984	16-Jan-1984
WEAR-EVER	Argentina	1620624	1722905	Registered	19-Oct-1987	09-Dec-1988
WEAREVER	Australia	650440	650440	Registered	11-Jan-1995	11-Jan-1995
WEAR-EVER	Austria	89453	89453	Registered	23-Oct-1978	23-Oct-1978
WEAR-EVER	Benelux	62741	62741	Registered	24-Sep-1988	24-Sep-1988
MIRRO	Brazil	820346071	820346071	Registered	29-Oct-1997	07-Dec-1999
WEAR-EVER	Brazil	6021379	6021379	Registered	16-Dec-1966	25-Dec-1974
MIRRO	Chile	397186	511676	Registered	14-Nov-1997	06-May-1998
WEAR-EVER	Chile	400142	504854	Registered	19-Feb-1998	19-Feb-1998
MIRRO	China	93005772	684783	Registered	27-Jan-1993	07-Apr-1994
WEAR-EVER	China	501744	501744	Registered	20-Oct-1989	20-Oct-1989
MIRRO	Colombia	97056959	207737	Registered	30-Sep-1997	27-Apr-1998
WEAR-EVER	Colombia	132388	132388	Registered	15-Nov-1995	15-Nov-1995
WEAR-EVER	Colombia	65541	65541	Registered	08-Sep-1967	08-Sep-1967
MIRRO	Costa Rica	52112	52112	Registered	26-Apr-1977	26-Apr-1977
MIRRO & DESIGN	Costa Rica	52639	59477/1764	Registered	04-Feb-1981	13-Oct-1981
WEAR-EVER	Costa Rica	9958/18743	9958/18743	Registered	31-Mar-1987	31-Mar-1987
WEAREVER	Cuba	109257	109257	Registered	01-Oct-1983	01-Oct-1983
MIRRO & DESIGN	Dominican Republic	31680	31680	Registered	07-Nov-1980	13-Feb-1981
WEAR-EVER	Dominican Republic	17420	17420	Registered	02-Apr-1969	02-Apr-1969
WEAR-EVER	Ecuador	871/67	871/67	Registered	21-Dec-1991	21-Dec-1991
WEAR-EVER	El Salvador	15316	15316	Registered	13-Sep-1967	13-Sep-1967
CLUB	European Community	000144501	000144501	Registered	01-Apr-1996	16-Jun-1998
CLUB & QUATREFOIL DESIGN	France	139059	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	139060	1214125	Registered	29-Sep-1972	29-Sep-1982
WEAR-EVER	France	1412097	1412097	Registered	12-Apr-1977	12-Apr-1977
WEAR-EVER	France	1475794	1475794	Registered	08-Jul-1988	08-Jul-1988
WEAR-EVER	Germany	W28829/21W Z	1021357	Registered	16-Aug-1978	07-Aug-1981
WEAR-EVER	Greece	41459	41459	Registered	04-Mar-1979	04-Mar-1979
WEAR-EVER	Guam	176	176	Registered	29-Aug-1965	29-Aug-1965
MIRRO	Guatemala	36850	36850	Registered	11-Nov-1976	02-May-1979
WEAR-EVER	Guatemala	19156	19156/338/53	Registered	05-Jan-1968	05-Jan-1968
WEAR-EVER	Guyana	2352A	2352A	Registered	26-Mar-1988	26-Mar-1988
WEAR-EVER	Honduras	16410	16410	Registered	23-Jan-1990	23-Jan-1990
WEAR-EVER	Indonesia	213411	386085	Registered	15-Jan-1987	15-Jan-1987
WEAR-EVER	Israel	29865	29865	Registered	24-Feb-1976	24-Feb-1976

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
CLUB & QUATREFOIL DESIGN	Italy	RM92C00361 3	00644265	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	Italy	RM92C00361 4	00644266	Registered	29-Sep-1972	03-Feb-1975
WEAR-EVER	Italy	549041	549041	Registered	10-Jan-1988	10-Jan-1988
MIRRO	Jamaica	18466	18466	Registered	18-Jan-1977	18-Jan-1977
CLUB	Japan	219668/91	1494164	Registered	20-Aug-1991	27-Feb-1992
CUSHIONAIRE	Japan	38877/1989	2435096	Registered	05-Apr-1989	31-Jul-1992
WEAR-EVER	Japan	956379	956379	Registered	28-Mar-1992	28-Mar-1992
WEAR-EVER	Korea, Republic of	17317	17317	Registered	17-Apr-1989	17-Apr-1999
WEAR-EVER	Lebanon	8241	79178	Registered	19-Mar-1999	19-Mar-1999
AIRBAKE	Mexico	175857	446491	Registered	19-Aug-1993	15-Nov-1993
BRILLIANCE	Mexico	176528	445454	Registered	26-Aug-1993	29-Oct-1993
CALYPSO	Mexico	309139	564211	Registered	29-Sep-1997	25-Nov-1997
CHEF'S GRIP	Mexico	323397	574688	Registered	23-Feb-1998	31-Mar-1998
CHEF'S TOUCH	Mexico	175859	446493	Registered	19-Aug-1993	15-Nov-1993
CONTOURS	Mexico	309137	564209	Registered	29-Sep-1997	25-Nov-1997
CUSHIONAIRE	Mexico	175858	446492	Registered	19-Aug-1993	15-Nov-1993
FAST PACK	Mexico	177048	504565	Registered	01-Sep-1993	22-Sep-1995
FOLEY	Mexico	330966	593774	Registered	29-Apr-1998	26-Nov-1998
FOREVER	Mexico	309138	564210	Registered	29-Sep-1997	25-Nov-1997
GET A GRIP	Mexico	396787	644808	Registered	27-Oct-1999	29-Feb-2000
GREAT COOKS	Mexico	175856	446490	Registered	19-Aug-1993	15-Nov-1993
HEIRLOOM	Mexico	176529	567821	Registered	26-Aug-1993	07-Jan-1998
LIMITED EDITION BY WEAREVER	Mexico	211286	481853	Registered	07-Sep-1994	07-Dec-1994
MIRRO	Mexico	175854	446488	Registered	19-Aug-1993	15-Nov-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325418	585826	Registered	10-Mar-1998	28-Aug-1998
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325419	585827	Registered	10-Mar-1998	28-Aug-1998
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	Mexico	325417	585825	Registered	10-Mar-1998	28-Aug-1998
MONOGRAM	Mexico	312510	565968	Registered	29-Oct-1997	28-Nov-1997
NO MORE BURNING . . . GUARANTEED	Mexico	285305	555006	Registered	28-Jan-1997	31-Jul-1997
PERFORMA	Mexico	313187	566986	Registered	05-Nov-1997	15-Dec-1997
PIZZA PANDEMONIUM	Mexico	186827	456367	Registered	17-Dec-1993	07-Apr-1994
REMA	Mexico	175855	446489	Registered	19-Aug-1993	15-Nov-1993
ROYAL CHEF	Mexico	225421	489586	Registered	23-Feb-1995	26-Apr-1995
SANTA FE	Mexico	288144	545476	Registered	26-Feb-1997	31-Mar-1997
SILHOUETTE	Mexico	301816	562178	Registered	18-Jul-1997	31-Oct-1997
SMARTSAVER	Mexico	313186	566985	Registered	05-Nov-1997	15-Dec-1997
SPEED COOKER	Mexico	166494	454113	Registered	29-Apr-1993	11-Mar-1994
TECHNI-BASE	Mexico	175744	445451	Registered	18-Aug-1993	29-Oct-1993
WEAREVER	Mexico	175853	446487	Registered	19-Aug-1993	15-Nov-1993
WEAREVER AIR	Mexico	254956	552230	Registered	20-Feb-1996	27-Jun-1997
WEAREVER AIR COLLECTIONS	Mexico	254954	552229	Registered	20-Feb-1996	27-Jun-1997
WEAREVER COLLECTIONS	Mexico	236565	499014	Registered	03-Jul-1995	26-Jul-1995

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
WEAR-EVER & DESIGN (PIE & +)	New Zealand	11431	11431	Registered	16-Aug-1983	16-Aug-1983
MIRRO & DESIGN	Panama	16392	28126	Registered	02-Mar-1982	02-Mar-1982
WEAREVER	Panama	14806	14806	Registered	19-Aug-1991	19-Aug-1991
MIRRO	Peru	270961	18383	Registered	06-Jun-1995	15-Aug-1995
WEAREVER	Peru	5064	26072	Registered	07-Mar-1996	22-May-1996
MIRRO	Philippines	R3285	R-2277	Registered	30-Mar-1979	30-Jul-1959
MIRRO & DESIGN	Philippines	43469	34172	Registered	16-Dec-1980	20-Mar-1985
WEAR-EVER	Philippines	685	685	Registered	18-Jun-1988	18-Jun-1988
WEAREVER	Portugal	154330	154330	Registered	31-Mar-1969	08-Jul-1970
WEAR-EVER	Saudi Arabia	130/24	130/24	Registered	18-Apr-1994	18-Apr-1994
MIRRO & DESIGN	South Africa	80/7594	80/7594	Registered	17-Nov-1980	17-Nov-1980
WEAR-EVER	South Africa	558/38	558/38	Registered	20-Apr-1996	20-Apr-1996
MIRRO	Spain	2007007	2007007	Registered	17-Jan-1996	17-Jan-1996
WEAR-EVER	Spain	520710	520710	Registered	11-Feb-1989	11-Feb-1989
WEAR-EVER & DESIGN	Sweden	21703	21703	Registered	10-Jun-1979	10-Jun-1979
CLUB	Taiwan	83028630	669516	Registered	19-Apr-1994	01-Feb-1995
CLUB with SOLID CIRCLE DESIGN	Taiwan	76/12320	378746	Registered	12-Mar-1987	21-Feb-1990
WEAR-EVER	Taiwan	28412	28412	Registered	01-Nov-1987	01-Nov-1987
AIRBAKE	United Kingdom	1513041	1513041	Registered	18-Sep-1992	18-Sep-1992
CONCENTRIC-AIR	United Kingdom	1503609	1503609	Registered	12-Dec-1991	12-Dec-1991
CUSHIONAIRE	United Kingdom	1504990	1504990	Registered	30-Jun-1992	30-Jun-1992
DURACOTE	United Kingdom	1550909	1550909	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551052	1551052	Registered	18-Oct-1993	18-Oct-1993
MIRRO & DESIGN	United Kingdom	1425008	1425008	Registered	11-May-1990	11-May-1990
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CUISINE	United Kingdom	1550902	1550902	Registered	18-Oct-1993	18-Oct-1993
QUATREFOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAR-EVER & DESIGN	United Kingdom	356495	356495	Registered	19-Nov-2030	19-Nov-2030
WEAREVER AIR	United Kingdom	2055657	2055657	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	2055666	2055666	Registered	07-Feb-1996	07-Feb-1996
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
ALLEGRO	United States	75/591976	2523049	Registered	19-Nov-1998	25-Dec-2001
AMERICA'S MOST COOKED IN COOKWARE+	United States	73/266896	1243985	Registered	19-Jun-1980	28-Jun-1983
BRILLIANCE	United States	74/378815	1819956	Registered	12-Apr-1993	08-Feb-1994
BUSY LIZ	United States	73/373375	1259457	Registered	06-Jul-1982	29-Nov-1983
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CHEF'S TOUCH	United States	73/276918	1182182	Registered	08-Sep-1980	15-Dec-1981
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965

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TRADEMARK
REEL: 003005 FRAME: 0310

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
COMET	United States	73/379573	1257617	Registered	12-Aug-1982	15-Nov-1983
COMET & DESIGN	United States	73/103861	1067727	Registered	20-Oct-1976	14-Jun-1977
COMET ALUMINUM & DESIGN	United States	71/244909	229399	Registered	26-Feb-1927	28-Jun-1927
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648688	1460090	Registered	09-Mar-1987	06-Oct-1987
CROWNBURST	United States	73/373331	1255352	Registered	06-Jul-1982	25-Oct-1983
CUSHIONAIRE	United States	73/656310	1464604	Registered	20-Apr-1987	10-Nov-1987
EARTHGROWN	United States	73/387899	1274863	Registered	23-Sep-1983	24-Apr-1984
ENGLEWOOD	United States	73/698411	1496811	Registered	01-Dec-1987	19-Jul-1988
FOLEY	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
FOOD MILL	United States	71/532581	532648	Registered	27-Aug-1947	31-Oct-1950
GET A GRIP	United States	76/399294		Allowed	23-Apr-2002	
GREAT COOKS	United States	73/650780	1470465	Registered	24-Mar-1987	29-Dec-1987
GREAT COOKS & DESIGN	United States	73/814980	1617675	Registered	26-Jul-1989	16-Oct-1990
GREAT COOKS II & DESIGN	United States	74/098091	1661765	Registered	18-Sep-1990	22-Oct-1991
GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INSIGHT	United States	73/626698	1445219	Registered	24-Oct-1986	30-Jun-1987
INTELLITEMP	United States	75/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
MASTERBILT	United States	72/071027	693391	Registered	07-Apr-1959	23-Feb-1960
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
MIRRO	United States	72/040111	665622	Registered	05-Nov-1957	12-Aug-1958
MIRRO & DESIGN	United States	73/212459	1145042	Registered	20-Apr-1979	30-Dec-1980
MIRRO & DESIGN	United States	73/244822	1193883	Registered	02-Jan-1980	20-Apr-1982
MIRRO CRAFT	United States	72/057085	679513	Registered	12-Aug-1958	02-Jun-1959
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . . . GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
NO MORE BURNT COOKIES	United States	73/816431	1596494	Registered	31-Jul-1989	15-May-1990
NO MORE BURNT MUFFINS	United States	73/828905	1594280	Registered	02-Oct-1989	01-May-1990
NO MORE SOGGY CRUST!	United States	73/817934	1621265	Registered	08-Aug-1989	06-Nov-1990
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PREMIUM PLUS	United States	73/619038	1436472	Registered	08-Sep-1986	14-Apr-1987

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TRADEMARK
REEL: 003005 FRAME: 0311

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
PRO-WEAR BY WEAR- EVER	United States	74/387062	1970293	Registered	04-May-1993	23-Apr-1996
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
REMA	United States	74/029839	1619955	Registered	14-Feb-1990	30-Oct-1990
REMA & DESIGN	United States	74/029446	1638445	Registered	14-Feb-1990	19-Mar-1991
RESHAPING THE WAY YOU COOK	United States	76/089156	2786871	Registered	14-Jul-2000	25-Nov-2003
ROYAL CHEF	United States		1958458	Registered	23-Aug-1994	27-Feb-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
SPEED COOKER	United States	74/327641	1781480	Registered	29-Oct-1992	13-Jul-1993
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
TECHNILON	United States	74/310432	1881475	Registered	01-Sep-1992	28-Feb-1995
THE GREAT COOKS COLLECTION (+)	United States	73/251031	1177308	Registered	21-Feb-1980	10-Nov-1981
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAR-EVER	United States	71/000860	45726	Registered	08-Apr-1905	29-Aug-1905
WEAREVER & DESIGN	United States	74/043557	1642839	Registered	28-Mar-1990	30-Apr-1991
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999
WEAREVER AND DESIGN	United States	76/479750	2775373	Registered	02-Jan-2003	29-Jul-2003
WEAREVER COLLECTIONS	United States	74/617792	2269287	Registered	04-Jan-1995	10-Aug-1999
WEAR-EVER SELECT (STYLIZED)	United States	72/191729	798012	Registered	21-Apr-1964	26-Oct-1965
WORTHMORE	United States	71/577853	525530	Registered	28-Apr-1949	23-May-1950
WEAREVER	Uruguay	154286	230573	Registered	23-Aug-1980	31-Jan-1990
WEAR-EVER	Venezuela	16392	16392	Registered	10-Dec-1975	10-Dec-1975
MIRRO	Viet Nam	14916	12341	Registered	07-Aug-1993	27-Jun-1994
WEAREVER	Viet Nam	14917	12342	Registered	07-Aug-1993	27-Jun-1994
WEAREVER	Virgin Islands (American)	5557	5557	Registered	29-Aug-1985	29-Aug-1985
WEAR-EVER	Virgin Islands (British)	1276	1276	Registered	20-Jan-1970	20-Jan-1970
CONCENTRIC AIR	Mexico	142030	422206	Registered	12-Jun-1992	17-Sep-1992
WEAREVER	Korea	40-200317443		Pending	18-Apr-2003	
WEAREVER	Singapore			Pending	30-Sep-2002	

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

Mirro Operating Company LLC Trademark Licenses

1. Agreement and Consent dated May 23, 1986 between Lincoln Foodservice Products, Inc. and Mirro Operating Company LLC.
2. Trademark License Agreement dated October 1, 1988 between Mirro Operating Company LLC. and King Three Company Limited.
3. Trademark Licensing Agreement dated October 17, 1984 between Mirro Operating Company LLC and Northport, Inc.
4. Trademark Licensing Agreement effective May 20, 2001 between Mirro Operating Company LLC and Reiman Publications LLC.
5. Trademark Sub-License Agreement dated as of April 9, 2004 between Mirro Operating Company LLC and Newell Operating Company.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that MIRRO OPERATING COMPANY LLC ("Debtor"), having an office at 5115 Parkcenter Avenue, Suite 150, Dublin, Ohio 43017, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2004

MIRRO OPERATING COMPANY LLC

By: _____

Title: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of MIRRO OPERATING COMPANY LLC, the limited liability company which executed the foregoing instrument and that he/she signed his/her name thereto by order of the managing member of such limited liability company.

Notary Public