

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office TRADEMARKS ONLY

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

1. Name of conveying party(ies): The Holmes Group, Inc.
3. Nature of conveyance:
Execution Date: May 6, 2004

2. Name and Address of receiving party(ies):
Name: General Electric Capital Corporation, As Collateral Agent
Internal Address:
Street Address: 500 West Monroe Street, 17th Floor
City: Chicago State: Illinois Zip: 60661 Country: USA

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)
B. Trademark registration No.(s)
Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dusan Clark
Internal Address: Sidley Austin Brown & Wood LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 21
Recordal fee = 540.00
7. Total fee (37 CFR 3.41).....\$540.00
8. Deposit account number: 18-1260

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Dusan Clark
Signature
Date: 3/28/2005
Total number of pages comprising cover sheet 19

OMB No. 0651-0011 (exp. 4/94)
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Washington, D.C. 20231
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Please re-record to remove the below listed trademarks
Recorded on reel/frame 2928/0209:

| | | | | |
|---|---------|----------|------------|------------|
| MENTHO-LYPTUS | 274476 | 71291388 | 10/22/1929 | 08/26/1930 |
| SUNBEAM | 390181 | 71441695 | 03/19/1941 | 09/09/1941 |
| SUNBEAM | 539425 | 71595691 | 04/13/1950 | 03/13/1951 |
| SUNBEAM | 627683 | 71697045 | 10/24/1955 | 05/29/1956 |
| HALLS | 1023600 | 73032045 | 09/16/1974 | 10/28/1975 |
| GE | 1045777 | 73071173 | 12/08/1975 | 08/10/1976 |
| MICROBAN | 1141006 | 73164676 | 04/03/1978 | 11/04/1980 |
| SUNBEAM | 1159053 | 73242636 | 12/12/1979 | 06/30/1981 |
| GE | 1197111 | 73254227 | 03/17/1980 | 06/08/1982 |
| VAPOR ACTION | 1846446 | 73616897 | 08/26/1986 | 07/26/1994 |
| VAPOR ACTION | 1912183 | 74376194 | 04/02/1993 | 08/15/1995 |
| MICROBAN | 2227218 | 75280847 | 04/25/1997 | 03/02/1999 |
| MICROBAN | 2220264 | 75354497 | 09/10/1997 | 01/26/1999 |
| MICROBAN ANTIMICROBIAL PROTECTION | 2365607 | 75426926 | 02/02/1998 | 07/11/2000 |
| MICROBAN ANTIBACTERIAL PROTECTION | 2380284 | 75426927 | 02/02/1998 | 08/29/2000 |
| MICROBAN PROTECTION | 2365610 | 75428733 | 02/04/1998 | 07/11/2000 |
| CHROMACORE | 2411139 | 75511166 | 06/30/1998 | 12/05/2000 |
| VAPOR ACTION | 2363811 | 75547854 | 09/03/1998 | 07/04/2000 |
| MICROBAN | 2611477 | 76042781 | 05/08/2000 | 08/27/2002 |
| SAUCE | 2655043 | 78023637 | 08/30/2000 | 11/26/2002 |
| MENTHO-LYPTUS | 2875557 | 78131393 | 05/28/2002 | 08/17/2004 |

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/02/2004
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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement in Licensed Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|----------------------------|
| The Holmes Group, Inc. | | 05/06/2004 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | General Electric Capital Corporation, as Collateral Agent |
| Street Address: | 500 West Monroe Street |
| Internal Address: | 17th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------------|
| Registration Number: | 1197111 | GE |
| Registration Number: | 1045777 | GE |
| Registration Number: | 1023600 | HALLS |
| Registration Number: | 274476 | MENTHO-LYPTUS |
| Registration Number: | 1848448 | VAPOR ACTION |
| Registration Number: | 2363811 | VAPOR ACTION |
| Registration Number: | 1812183 | VAPOR ACTION |
| Registration Number: | 2220264 | MICROBAN |
| Registration Number: | 2227218 | MICROBAN |
| Registration Number: | 1141006 | MICROBAN |
| Registration Number: | 2611477 | MICROBAN |
| Registration Number: | 2365607 | MICROBAN ANTIMICROBIAL PROTECTION |
| Registration Number: | 2380284 | MICROBAN ANTIBACTERIAL PROTECTION |
| Registration Number: | 2365610 | MICROBAN PROTECTION |

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| | | |
|----------------------|----------|--------------------|
| Registration Number: | 1159053 | SUNBEAM |
| Registration Number: | 390181 | SUNBEAM |
| Registration Number: | 627683 | SUNBEAM |
| Registration Number: | 539425 | SUNBEAM |
| Registration Number: | 2655043 | SAUCE |
| Registration Number: | 2411139 | CHROMACORE |
| Registration Number: | 928614 | CROCK-POT |
| Serial Number: | 78131393 | MENTHO-LYPTUS |
| Serial Number: | 78243863 | CROCK-POT CLASSICS |
| Serial Number: | 78198163 | CROCK-POT |

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3319
 Email: mroberts@sidley.com
 Correspondent Name: Elisabeth A. Evert
 Address Line 1: 717 North Harwood
 Address Line 2: Suite 8400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 39521-32930

NAME OF SUBMITTER: Susan Roberts

Total Attachments: 11
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2004, among THE HOLMES GROUP, INC., a Massachusetts corporation (the "*Borrower*") and GENERAL ELECTRIC CAPITAL CORPORATION ("*GECC*"), as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders party thereto (the "*Lenders*"), GECC, as administrative agent and collateral agent and Credit Suisse First Boston, as syndication agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of May 6, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

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(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[[2385796-3]]

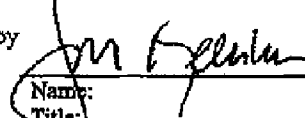
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMES GROUP, INC.,

by


Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

by

Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMBS GROUP, INC.,

by

Name:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

by

Joseph V Walker

Name: Joseph V Walker

Title: *Chief Financial Officer*

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Schedule I
(Revised)

I. Trademarks

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------------------|-------------|----------------------------|--------------------------|
|-------------------------|-------------|----------------------------|--------------------------|

1. See Schedule of U.S. Trademarks and U.S. Trademark Applications as of May 6, 2004.
2. See Schedule of Non-U.S. Trademarks as of April 22, 2004.

II. Trademark Applications

| <u>Application Owner</u> | <u>Mark</u> | <u>Application Number</u> | <u>Date Filed</u> |
|--------------------------|-------------|---------------------------|-------------------|
|--------------------------|-------------|---------------------------|-------------------|

1. See Schedule of U.S. Trademarks and U.S. Trademark Applications as of May 6, 2004.
2. See Schedule of Non-U.S. Trademark Applications as of April 22, 2004.

III. Trademark Licenses

| <u>Licensee</u> | <u>Licensor</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date of License</u> |
|-----------------|-----------------|-------------|----------------------------|--------------------------|-----------------------------------|
|-----------------|-----------------|-------------|----------------------------|--------------------------|-----------------------------------|

1. See Schedule of Trademark Licenses as of May 6, 2004, attached hereto and incorporated herein.

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Schedule I to the Trademark Security Agreement

Schedule of U.S. Trademarks and U.S. Trademark Applications
as of May 6, 2004

U.S. Trademarks

| Mark | Status | Owner | Filing Date | Filing No. | Reg. Date | Reg. No. |
|-------------------------------|------------|--------------------|-------------|------------|------------|-----------|
| ACCL-ROAST | Registered | The Rival Company | 2/1/2000 | 75/907618 | 12/4/2001 | 2519709 |
| ACCURET | Using | N/A | | | | |
| ACCUSET PLUS | Using | N/A | | | | |
| ACCUTEMP | Using | N/A | | | | |
| ACCUTEMP PLUS | Using | N/A | | | | |
| AIRWAVE | Registered | Holmes Group, Inc. | 7/1/1997 | 75/317779 | 10/17/2000 | 2396155 |
| ARCTIC ICE | Registered | The Rival Company | 1/16/2001 | 78/194658 | 6/3/2003 | 2722081 |
| ASPEN BREEZE | Registered | Holmes Group, Inc. | 8/15/2000 | 78/109901 | 11/6/2003 | 2,848,807 |
| AUNT SADIE'S KITCHEN | Using | N/A | | | | |
| AUTO-FRY | Registered | The Rival Company | 9/3/1982 | 73/383534 | 11/29/1983 | 1259352 |
| BAGEL-RIGHT | Registered | The Rival Company | 2/16/2000 | 75/921110 | 10/29/2002 | 2843504 |
| BAR-B-GRILL | Renewed | The Rival Company | 7/31/1998 | 73/815062 | 3/8/1999 | 1585608 |
| BIONAIRE | Renewed | The Rival Company | 4/2/1990 | 74/044988 | 10/12/1993 | 1797568 |
| BIONAIRE & DESIGN | Registered | Holmes Group, Inc. | 3/30/2001 | 76/232940 | 7/29/2003 | 2749458 |
| BIONAIRE (STYLIZED) | Renewed | The Rival Company | 1/8/1982 | 73/343309 | 10/11/1983 | 1253660 |
| BLIZZARD | Registered | Holmes Group, Inc. | 10/1/1997 | 75/356327 | 11/30/1999 | 2269632 |
| BREEZEBALL | Registered | The Rival Company | 1/16/2001 | 75/183730 | 12/31/2002 | 2689962 |
| CERAMIC POWER | Registered | Holmes Group, Inc. | 1/25/1993 | 74/851521 | 10/29/1994 | 1899346 |
| CERAMIC WAVE | Using | N/A | | | | |
| CHEF'S FRY | Registered | The Rival Company | 12/29/1982 | 74/344141 | 1/10/1985 | 1873234 |
| CHEF'S FRY | Renewed | The Rival Company | 10/19/1990 | 74/107173 | 3/31/1992 | 1831102 |
| CLEAN AWAY | Using | N/A | | | | |
| CLEANS YOUR AIR. FITS YOUR... | Using | N/A | | | | |
| CLEANSER CLEAN | Renewed | Holmes Group, Inc. | 11/16/1997 | 73/695844 | 2/28/1999 | 1626376 |
| CLEAR VIEW | Using | Holmes Group, Inc. | | | | |
| CLICK N' CLEAN | Renewed | The Rival Company | 4/1/1988 | 72/294661 | 5/8/1989 | 868936 |
| CLUB MADURO | Registered | The Rival Company | 2/18/1998 | 75/436043 | 9/5/2000 | 2388738 |
| COLDFUSION | Registered | Holmes Group, Inc. | 8/13/2001 | 78/299065 | 11/5/2002 | 2847153 |
| COLOR CHECK | Renewed | Holmes Group, Inc. | 10/1/1990 | 75/175324 | 8/18/1997 | 2097701 |
| COLORCHECK & DESIGN | Registered | Holmes Group, Inc. | 8/12/2002 | 76/448715 | 8/3/2003 | 2748767 |
| COOKS ALL DAY WHILE THEL. | Registered | The Rival Company | 1/15/1973 | 72/448044 | 1/21/1975 | 1002188 |
| COOL SOLUTION | Registered | Holmes Group, Inc. | 8/17/1993 | 74/402488 | 11/22/1994 | 1864242 |
| COOL TOUCH | Using | N/A | | | | |
| CROCK-ETTE | Registered | The Rival Company | 1/12/1977 | 73/12183 | 10/18/1977 | 1078450 |
| CROCK-POT | Renewed | The Rival Company | 11/23/1970 | 72/378958 | 2/8/1972 | 928814 |
| CROCK-POT | Published | Holmes Group, Inc. | 6/24/2002 | 78/138163 | | |
| CROCK-POT (STYLIZED) | Renewed | The Rival Company | 7/27/1977 | 73/135415 | 2/14/1978 | 1065448 |
| CVT | Using | N/A | | | | |
| DAZEY | Published | Holmes Group, Inc. | 8/7/2002 | 78/152023 | | |
| DINNER IS READY WHEN YOU ARE | Published | Holmes Group, Inc. | 1/2/2003 | 78/199370 | | |
| EASY TOUCH | Registered | The Rival Company | 12/30/1992 | 74/344395 | 2/8/1994 | 1820447 |
| EMERGENCY SCOUT | Registered | The Rival Company | 12/22/1994 | 74/614331 | 9/2/1997 | 2093421 |
| ETC EXTREME TEMPERATURE.. | Using | N/A | | | | |
| E-Z CUTTER | Renewed | The Rival Company | 6/9/1970 | 73/089793 | 4/3/1977 | 1082951 |
| FAMILY CARE | Registered | Holmes Group, Inc. | 8/1/1996 | 74/709675 | 8/20/1996 | 1995285 |
| FAMILY CARE | Registered | Holmes Group, Inc. | 10/24/1997 | 75/378878 | 9/19/2000 | 2368178 |
| FAMILY CARE & DESIGN | Registered | Holmes Group, Inc. | 11/3/1997 | 75/383489 | 2/13/2001 | 2428657 |
| FILTERCARE | Using | N/A | | | | |
| FILTER EXPRESS | Registered | Holmes Group, Inc. | 9/5/1999 | 75/548317 | 5/29/2001 | 2445847 |
| FILTERCHECK | Registered | Holmes Group, Inc. | 5/15/1998 | 75/499016 | 7/10/2001 | 2,298,535 |
| FOLD N' STORE | Using | N/A | | | | |
| FRIGITECH | Using | N/A | | | | |

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| FUSION OF FORM AND FUNC. | Using | N/A | | | | |
| GALILEO | Registered | Holmes Group, Inc. | 1/23/2002 | 76/381691 | 9/9/2003 | 2762596 |
| HARMONY | Registered | Holmes Group, Inc. | 7/24/2000 | 78/095277 | 4/23/2002 | 2682203 |
| HEATBLASTER | Registered | Holmes Group, Inc. | 1/13/1992 | 74/237340 | 2/28/1995 | 1881380 |
| HEATBLASTER PLUS | Using | N/A | | | | |
| HEATLOGIC | Registered | Holmes Group, Inc. | 3/22/1999 | 75/668199 | 6/20/2000 | 2348967 |
| HEATSAFE | Registered | Holmes Group, Inc. | 6/10/1997 | 75/305972 | 7/27/1999 | 2285460 |
| HEAT SPHERE | Using | N/A | | | | |
| HILITE-A-PLANT | Registered | Holmes Group, Inc. | 8/31/1993 | 74/430733 | 2/13/1996 | 1956904 |
| HOLMES | Registered | Holmes Group, Inc. | 8/3/1992 | 74/300304 | 1/3/1995 | 1871850 |
| HOLMES | Registered | Holmes Group, Inc. | 8/9/1993 | 74/422077 | 6/13/1995 | 1898786 |
| HOLMES AND DESIGN | Registered | Holmes Group, Inc. | 12/20/1993 | 74/471253 | 2/6/1996 | 1955313 |
| HOLMES AIR | Registered | Holmes Group, Inc. | 6/17/1996 | 73/604899 | 4/28/1997 | 1437915 |
| HOLMES AIR (Stylized) | Registered | Holmes Group, Inc. | 12/29/1987 | 73/708374 | 1/17/1989 | 1520759 |
| HOT POT EXPRESS | Renewed | The Rival Company | 5/19/1992 | 74/277102 | 7/13/1993 | 1781281 |
| HUMIDIFIER REPLACEMENT. | Registered | Holmes Group, Inc. | 7/11/2002 | 75/142818 | 1/8/2004 | 2903881 |
| HYDROJET & DESIGN | Renewed | The Rival Company | 1/2/1964 | 72/183878 | 2/16/1985 | 785287 |
| ICE COOL | Registered | The Rival Company | 10/19/1999 | 75/826785 | 1/8/2002 | 2528253 |
| ICE CREAM PARLOR | Allowed | The Rival Company | 10/19/1999 | 75/828399 | 2/19/2002 | 2911290 |
| INSTAFURNACE | Renewed | Holmes Group, Inc. | 4/20/1992 | 74/287569 | 12/1/1992 | 1736398 |
| INSTAHEATER | Registered | Holmes Group, Inc. | 11/27/1987 | 73/697690 | 7/6/1988 | 1495013 |
| IRONIZER | Registered | The Rival Company | 6/13/1997 | 75/308673 | 1/19/1999 | 2219867 |
| KITCHEN FRESH | Registered | Holmes Group, Inc. | 12/15/1998 | 75/605720 | 7/3/2001 | 2474073 |
| LA BREZZA | Using | N/A | | | | |
| LIFE IS FAST. COOK SLOW | Registered | The Rival Company | 4/27/2000 | 76/036170 | 2/4/2003 | 2684222 |
| LIGHTSHOW | Using | N/A | | | | |
| L'L BLIZZARD | Using | N/A | | | | |
| LITTLE DIPPER | Using | N/A | | | | |
| MAGIC HOSTESS | Renewed | The Rival Company | 10/9/1964 | 72/203658 | 6/3/1/1986 | 798085 |
| MASTER GLOW | Registered | Holmes Group, Inc. | 2/13/1997 | 75/241298 | 3/10/1998 | 2142484 |
| MASTERSENSOR | Registered | Holmes Group, Inc. | 1/23/2002 | 76/341690 | 3/16/2004 | 2823837 |
| MASTERTOUCH | Registered | Holmes Group, Inc. | 10/24/1964 | 74/589466 | 10/24/1965 | 1828776 |
| MAXFLOW | Using | Holmes Group, Inc. | | | | |
| MINIBELL | Using | N/A | | | | |
| NO ESCAPE VACUUM SEAL | Registered | Holmes Group, Inc. | 11/19/1966 | 75/199941 | 7/7/1998 | 2171883 |
| OZ | Registered | Holmes Group, Inc. | 6/15/2000 | 76/106470 | 6/4/2002 | 2576445 |
| ODOR GRABBER | Using | N/A | | | | |
| ODOR GRABBER PLUS | Using | N/A | | | | |
| TOUCH | Using | N/A | | | | |
| TOUCH | Registered | Holmes Group, Inc. | 9/11/2000 | 76/125968 | 6/5/2003 | 2747868 |
| TOUCH & DESIGN | Registered | Holmes Group, Inc. | 9/20/2001 | 76/315401 | 5/20/2003 | 2717991 |
| PATTON | Renewed | The Rival Company | 8/6/1972 | 72/432290 | 11/6/1973 | 972258 |
| PATTON & DESIGN | Registered | The Rival Company | 7/19/1992 | 73/375169 | 8/2/1993 | 1248979 |
| PATTON & DESIGN | Renewed | The Rival Company | 1/7/1978 | 73/073804 | 6/14/1978 | 1048062 |
| PLATINUM | Registered | Holmes Group, Inc. | 6/15/2000 | 76/108681 | 10/21/2003 | 2778135 |
| POTPOURRI CROCK | Registered | The Rival Company | 12/9/1988 | 73/768443 | 11/14/1989 | 1588614 |
| POTPOURRI-EEZE | Registered | The Rival Company | 2/18/1996 | 75/436351 | 12/19/2000 | 2414375 |
| POWER HEATER | Renewed | The Rival Company | 11/9/1999 | 73/827332 | 3/9/1991 | 1637276 |
| POWER FAN | Registered | Holmes Group, Inc. | 12/30/1985 | 73/575634 | 3/9/1987 | 1456393 |
| POWER OVEN | Using | N/A | | | | |
| QUITECH | Registered | Holmes Group, Inc. | 1/5/2000 | 73/887645 | 7/30/2002 | 2801906 |
| RAPID MIST | Registered | Holmes Group, Inc. | 9/22/1993 | 74/438984 | 6/13/1995 | 1899766 |
| RELEASE THE GREASE | Using | N/A | | | | |
| RINSE-CLEAN | Using | N/A | | | | |
| RIVAL | Renewed | The Rival Company | 10/17/1977 | 73/144884 | 6/13/1978 | 1093188 |
| RIVAL & DESIGN | Registered | Holmes Group, Inc. | 7/9/2001 | 76/282063 | 8/12/2003 | 2751031 |
| RIVAL (STYLIZED) | Renewed | The Rival Company | 6/16/1966 | 72/203668 | 3/3/1966 | 786086 |
| RIVAL (STYLIZED) | Renewed | The Rival Company | 10/13/1964 | 72/203890 | 7/8/1965 | 792176 |
| RIVAL | Renewed | The Rival Company | 3/18/1935 | 71/302640 | 7/9/1935 | 325973 |
| RIVAL SELECT | Registered | The Rival Company | 10/12/1993 | 74/446353 | 5/28/1996 | 1977074 |
| ROOT'N TOOT'N ROOT BEER | Using | N/A | | | | |

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| SAFE & SOUND | Registered | The Rival Company | 4/21/1988 | 73/723782 | 4/21/1988 | 1515250 |
| SAFE TOUCH | Using | N/A | | | | |
| SAFETECH | Registered | The Rival Company | 4/10/1988 | 75/488083 | 11/21/2000 | 2406759 |
| SAFETIP | Registered | The Rival Company | 3/24/1997 | 75/284112 | 11/2/1999 | 2289770 |
| SEAL-A-MEAL | Registered | The Rival Company | | 74/513075 | 5/30/1995 | 1895184 |
| SEAL-A-MEAL | Registered | The Rival Company | 7/26/2001 | 78/075827 | 12/3/2002 | |
| SENSOR TOAST & DESIGN | Registered | The Rival Company | 4/10/1988 | 75/488083 | 4/16/2002 | 2552111 |
| SENSYSTEM | Registered | The Rival Company | 6/19/1984 | 73/485969 | 5/7/1985 | 1334082 |
| SHORT ORDER CHEF | Registered | The Rival Company | | 73/709058 | 8/23/1988 | 1801235 |
| SITANIUM | Using | Holmes Group, Inc. | | | | |
| SLIDER SAFE | Registered | Holmes Group, Inc. | 7/11/2002 | 78/419282 | 4/1/2003 | 2702427 |
| SMARTPART | Using | N/A | | | | |
| SMARTTOUCH | Registered | Holmes Group, Inc. | 8/13/2001 | 75/299066 | 2/18/2003 | 2689331 |
| SMART24 | Searched | N/A | | | | |
| SMOKE GRABBER | Registered | The Rival Company | 5/12/1982 | 73/364155 | 1/1/1985 | 1312203 |
| SMOKE GRABBER | Registered | The Rival Company | 8/31/1982 | 73/367746 | 1/1/1985 | 1312204 |
| STOCKER | Registered | The Rival Company | 4/27/1992 | 74/289133 | 7/27/1993 | 1784824 |
| STREAMLINE | Registered | Holmes Group, Inc. | 9/22/1993 | 74/436533 | 7/18/1995 | 1906442 |
| STEAMWAVE | Using | N/A | | | | |
| SUREGRIP | Using | N/A | | | | |
| THE FUTURE IS NOW | Using | N/A | | | | |
| THE INTELLIGENT WAY TO... | Using | N/A | | | | |
| THE POWERHOUSE | Registered | Holmes Group, Inc. | 2/22/1988 | 73/712846 | 3/27/1988 | 1505739 |
| THE RIGHT ANGLE | Registered | The Rival Company | 11/3/1986 | 75/639229 | 7/9/2002 | 2582270 |
| THE TOE TOUCH | Registered | The Rival Company | 8/25/1997 | 75/314450 | 12/21/1999 | 2302525 |
| TITAN | Renewed | The Rival Company | 12/23/1966 | 72/281411 | 5/28/1968 | 848817 |
| TOAST-EXCEL | Registered | The Rival Company | 11/3/1999 | 75/839599 | 8/28/2001 | 2464593 |
| TOTALFLEX | Using | N/A | | | | |
| TRANSMITER | Registered | Holmes Group, Inc. | 1/2/1987 | 73/834182 | 9/9/1987 | 1458403 |
| TRAVELER | Registered | The Rival Company | 8/29/1998 | 75/736944 | 8/25/2002 | 2585847 |
| TREAT SHOPPE | Using | N/A | | | | |
| TROPICCOOL | Registered | Holmes Group, Inc. | 7/1/1987 | 75/317858 | 7/6/1989 | 2259587 |
| TWINFLOW | Using | N/A | | | | |
| 2 COOL | Registered | Holmes Group, Inc. | 7/26/2002 | 78/147770 | 1/13/2004 | 2805632 |
| ULTRA BLEND | Renewed | The Rival Company | 6/25/1980 | 74/072289 | 1/7/1982 | 1671452 |
| VACU-ROLL | Registered | The Rival Company | | 74/615558 | 12/12/1985 | 1941046 |
| VISIBL MIST | Registered | Holmes Group, Inc. | 1/6/1994 | 74/477130 | 11/7/1995 | 1934414 |
| WHITE MOUNTAIN | Registered | The Rival Company | 5/2/1983 | 73/423833 | 4/30/1985 | 1332883 |
| WHITE MOUNTAIN & DESIGN | Registered | Holmes Group, Inc. | 3/29/2001 | 76/233066 | 10/28/2003 | 2778277 |
| WHITE MOUNTAIN ICE CREAM | | | | | | |
| FREZZR & DES. | Registered | The Rival Company | 5/2/1983 | 423982 | 4/2/1986 | 1328381 |
| WING IT | Using | Holmes Group, Inc. | | | | |
| WORDSMAN | Registered | Holmes Group, Inc. | 2/24/1987 | 78/248818 | 3/3/1988 | 2140730 |

U.S. Trademark Applications

| Mark | Status | Owner | Filing Date | Filing No. | Reg. Date | Reg. No. |
|--------------------|---------|--------------------|-------------|------------|-----------|----------|
| AEROMAX | Pending | Holmes Group, Inc. | 10/20/2003 | 78/315848 | | |
| BIONAIRE | Pending | The Holmes Group | 4/13/2004 | 78/401028 | | |
| CARBONX | Pending | Holmes Group, Inc. | 1/13/2004 | 78/381418 | | |
| CROCK-POT CLASSICS | Pending | The Rival Company | 4/30/2003 | 78/243983 | | |
| CROCK-TOBER | Pending | Holmes Group, Inc. | 7/11/2003 | 78/273237 | | |
| FILTER EXPRESS | Pending | Holmes Group, Inc. | 12/16/2003 | 78/414438 | | |
| FRITITE | Pending | Holmes Group, Inc. | 11/26/2003 | 78/333711 | | |
| FLAVOR BUDDS | Pending | Holmes Group, Inc. | 11/19/2003 | 78/330292 | | |
| FOOT BUDDY | Pending | Holmes Group, Inc. | 1/13/2003 | 78/202452 | | |
| HEAT BUDDY | Pending | Holmes Group, Inc. | 1/13/2003 | 78/202461 | | |
| HOME BASE | Pending | Holmes Group, Inc. | 1/26/2003 | 78/333709 | | |
| INTELLIPRESS | Pending | Holmes Group, Inc. | 5/2/2003 | 78/244857 | | |
| OFFICE SPACE | Pending | Holmes Group, Inc. | 3/22/2004 | 78/368251 | | |

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| Mark | Status | Owner | Filing Date | Filing No. | Reg. Date | Reg. No. |
|----------------------|----------|--------------------|-------------|------------|-----------|----------|
| POLAR BLAST | Pending | Holmes Group, Inc. | 10/27/2003 | 78/318752 | | |
| RIVAL & DESIGN | Pending | Holmes Group, Inc. | 5/27/2003 | 78/254654 | | |
| SEAL-A-MEAL & DESIGN | Pending | Holmes Group, Inc. | 8/14/2001 | 78/078181 | | |
| SMARTPOT | Pending | The Holmes Group | 5/29/2002 | 78/131860 | | |
| SOUND WAVES | Pending | Holmes Group, Inc. | 4/10/2003 | 78/173195 | | |
| SPECTRA-LITE | Pending | Holmes Group, Inc. | 9/8/2003 | 78/297479 | | |
| SWIRL PRO | Pending | The Holmes Group | 6/17/2002 | 78/138333 | | |
| TALON | Pending | Holmes Group, Inc. | 5/27/2003 | 78/254543 | | |
| VERSAWARE | Pending | Holmes Group, Inc. | 6/16/2003 | 78/282847 | | |
| AEROMAX | Pending | Holmes Group, Inc. | 10/20/2003 | 78/315843 | | |
| CARBONX | Pending | Holmes Group, Inc. | 1/13/2004 | 78/351418 | | |
| CROCK-POT CLASSIC | Pending | Holmes Group, Inc. | 4/30/2003 | 78/243688 | | |
| CROCK-TOBER | Pending | Holmes Group, Inc. | 7/11/2003 | 78/273237 | | |
| FILTER EXPRESS | Pending | Holmes Group, Inc. | 12/19/2003 | 78/414439 | | |
| FITRITE | Pending | Holmes Group, Inc. | 11/26/2003 | 78/333711 | | |
| FLAVOR BUDS | Pending | Holmes Group, Inc. | 11/19/2003 | 78/330292 | | |
| FOOT BUDDY | Pending | Holmes Group, Inc. | 1/13/2003 | 78/202452 | | |
| HEAT BUDDY | Pending | Holmes Group, Inc. | 1/13/2003 | 78/202451 | | |
| HONE BASE | Pending | Holmes Group, Inc. | 11/26/2003 | 78/333709 | | |
| INTELLIPRESS | Pending | Holmes Group, Inc. | 5/2/2003 | 78/244967 | | |
| LIGHTSPEED | Searched | N/A | | | | |
| OFFICE SPACE | Pending | Holmes Group, Inc. | 3/22/2004 | 78/388251 | | |
| POLAR BLAST | Pending | Holmes Group, Inc. | 10/27/2003 | 78/318752 | | |
| RIVAL & DESIGN | Pending | Holmes Group, Inc. | 5/27/2003 | 78/254654 | | |
| SEAL-A-MEAL & DESIGN | Pending | Holmes Group, Inc. | 8/14/2001 | 78/078181 | | |
| SENSOROAST | Pending | The Rival Company | | 75/485843 | | |
| SENSOROAST & DESIGN | Pending | The Rival Company | | 75/466085 | | |
| SMARTPOT | Pending | The Rival Company | 5/29/2002 | 78/131850 | | |
| SOUND WAVES | Pending | Holmes Group, Inc. | 4/10/2003 | 78/173195 | | |
| SPECTRA-LITE | Pending | Holmes Group, Inc. | 9/8/2003 | 78/297479 | | |
| SWIRL PRO | Pending | The Rival Company | 6/17/2002 | 78/138333 | | |
| TALON | Pending | Holmes Group, Inc. | 5/27/2003 | 78/254543 | | |
| VERSAWARE | Inflated | Holmes Group, Inc. | | | | |

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Trademark Licenses
As of May 6, 2004

| Licensee | Licensor | Mark | Reg. # | Exp. Date |
|--------------------------------|--|--------------------------|-------------------------------|---|
| The Holmes Group, Inc. ("THG") | General Electric Company Appliance Park Louisville, KY 40225 | GE SmartWater | N/A (common law trademark) | 12/7/04 |
| THG | General Electric Company | GE SmartAire | N/A (common law trademark) | 12/7/04 |
| THG | General Electric Company | GE® | 1,197,111 | Upon termination of joint venture arrangement |
| THG | General Electric Company | GE and Design® | 1,045,777 | Upon termination of joint venture arrangement |
| THG | Cadbury Ireland LTD. 6 High Ridge Park, Dublin Ireland 06905 (as assignee of Warner-Lambert Company, Adams Division, 201 Tabor Road Morris Plains, NJ 07950) | Halls® | 1,023,600 | 3/15/05 |
| THG | Cadbury Ireland LTD. | Menth-Lyptus® | 274,476 | 3/15/05 |
| THG | Cadbury Ireland LTD. | Menth-Lyptus™ | 78/131393 | 3/15/05 |
| THG | Cadbury Ireland LTD. | Vapor Action® | 1,846,446 | 3/15/05 |
| THG | Cadbury Ireland LTD. | Vapor Action® | 2,363,811 | 3/15/05 |
| THG | Cadbury Ireland LTD. | Vapor Action and Design® | 1,912,183 | 3/15/05 |
| THG | Microban 11515 Vanstory | Microban® | 2,220,264 | 12/31/04 |

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| | | | | |
|---|--|---------------------------------------|-------------------------------------|----------|
| | Dr., Suite 110 Huntersville, NC | | | |
| THG | Microban | Microban® | 2,227,218 | 12/31/04 |
| THG | Microban | Microban® | 1,141,006 | 12/31/04 |
| THG | Microban | Microban® | 2,611,477 | 12/31/04 |
| THG | Microban | Microban AntiBacterial Protection® | 2,365,607 | 12/31/04 |
| THG | Microban | Microban AntiBacterial Protection® | 2,380,284 | 12/31/04 |
| THG | Microban | Microban Protection® | 2,365,610 | 12/31/04 |
| THG | Sunbeam Products, Inc. | Sunbeam® | 1,159,053 | 12/31/05 |
| THG | Sunbeam Products, Inc. | Sunbeam and Design® | 390,181 | 12/31/05 |
| THG | Sunbeam Products, Inc. | Sunbeam and Design® | 627,683 | 12/31/05 |
| THG | Sunbeam Products, Inc. | Sunbeam and Design® | 539,425 | 12/31/05 |
| THG | Color Kinetics 10 Milk St. Boston, MA 02109 | COLOR KINETICS SAUCE™ | N/A (common law trademark) | 8/6/05 |
| THG | Color Kinetics | SAUCE® | 2,655,043 | 8/6/05 |
| THG | Color Kinetics | CHROMACORE® | 2,411,139 | 8/6/05 |
| ConAgra Foods, Inc. 5 Con Agra Dr. Omaha, NE 68102-5094 | THG | CROCK-POT CLASSICS™ | 78/243963 | 5/31/13 |
| ConAgra Foods, Inc. | THG | READY TO CROCK™ | N/A (common law trademark) | 5/31/13 |
| ConAgra Foods, Inc. | THG | CROCK-POT® | 928,614 | 5/31/13 |
| ConAgra Foods, Inc. | THG | CROCK-POT® | 78/138163 | 5/31/13 |
| ConAgra Foods, Inc. | THG | CROCK-POT and Design® | N/A (common law trademark) | 5/31/13 |

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TRADEMARKS ONLY

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

1. Name of conveying party(ies):
The Holmes Group, Inc.

- Individual
- General Partnership
- Corporation-State Massachusetts
- Association
- Limited Partnership
- Other -

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

3. Nature of conveyance:

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

Execution Date: May 5, 2004

2. Name and Address of receiving party(ies):

Name: General Electric Capital Corporation, As Collateral Agent

Internal Address:

Street Address: 500 West Monroe Street, 17th Floor

City: Chicago State: Illinois Zip: 60661 Country: USA

- Individual(s) Citizenship: U.S.A.
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignments)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: ada

A. Trademark Application No.(s)

B. Trademark registration No.(s)

928614 CROCK-POT
Additional numbers attached? Yes No

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

Name: Dustin Clark
Internal Address: Sidley Austin Brown & Wood LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 21
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