

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reed and Barton Corporation		10/30/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	1315462	1800
Registration Number:	1167005	18TH CENTURY
Registration Number:	1618447	AFFINITY
Registration Number:	1291899	AMERICAN FEDERAL
Registration Number:	1640256	ASHMONT
Registration Number:	1523218	BARCLAY
Registration Number:	1168972	BURGUNDY
Registration Number:	1180073	BURGUNDY
Registration Number:	1016831	CHRISTMAS CROSS
Registration Number:	1153855	THE CLASSIC AMERICAN SILVER
Registration Number:	1156143	THE CLASSIC AMERICAN SILVER
Registration Number:	1169924	COLONIAL SHELL
Registration Number:	1598655	COUNTRY GARDEN

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Registration Number:	1620873	CRESCENDO
Registration Number:	1172184	DAMASCENE
Registration Number:	1162506	DIAMANTE
Registration Number:	1167004	DRESDEN ROSE
Registration Number:	1350333	ELITE
Registration Number:	1620872	ENGLISH CHIPPENDALE
Registration Number:	2616034	ENTREE
Serial Number:	78849473	ETC
Registration Number:	1169923	FRANCIS FIRST
Registration Number:	1170102	FRANCIS FIRST
Registration Number:	1956087	
Registration Number:	1624483	FRENCH CHIPPENDALE
Registration Number:	2060736	HAMMERED ANTIQUE
Registration Number:	1168090	HAMPTON COURT
Registration Number:	1167193	HOLIDAY
Registration Number:	1137748	KING FRANCIS
Registration Number:	1150362	KING FRANCIS
Registration Number:	1927438	LONGWOOD
Registration Number:	2987566	LOVE DISARMED
Registration Number:	1078880	LOVELAND ROSE
Registration Number:	1596495	MAESTRO
Registration Number:	0221378	MIRRORSTELE
Registration Number:	1191916	NEW ENGLAND COLLECTOR'S SOCIETY
Registration Number:	1631341	"PARTHENON"
Registration Number:	1167006	POINTED ANTIQUE
Registration Number:	0513820	R
Registration Number:	1168099	R & B
Registration Number:	1481398	R & B
Registration Number:	1151506	RAB
Registration Number:	1152337	RAB
Registration Number:	1138726	REED & BARTON
Registration Number:	2500505	REED & BARTON
Registration Number:	0516256	REED & BARTON
Registration Number:	1153856	REED & BARTON THE CLASSIC AMERICAN SILVER
Registration Number:	1156144	REED & BARTON THE CLASSIC AMERICAN SILVER

TRADEMARK

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Registration Number:	2681878	REEDBARTON.COM
Registration Number:	1602358	RICHMOND
Registration Number:	1192719	SALEM
Registration Number:	0840697	SILVER MAGIC
Registration Number:	2028301	SILVER SAFARI
Registration Number:	1650178	SOHO
Registration Number:	1168973	SPANISH BAROQUE
Registration Number:	0619049	TARA
Registration Number:	1435319	WOODWIND

CORRESPONDENCE DATA

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: 1585 Broadway

Address Line 2: Proskauer Rose LLP Trademark File Room

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	76751-005
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	10/30/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of October, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Reed and Barton Corporation, a Massachusetts corporation, and each of its Subsidiaries signatory thereto, as Borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks, including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any new registered trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any new registered trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REED AND BARTON CORPORATION,
a Massachusetts corporation, as Grantor

By: _____

Name: _____

Title: _____

CFD

Charles F. Day

Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____

Name: _____

Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REED AND BARTON CORPORATION,
a Massachusetts corporation, as Grantor

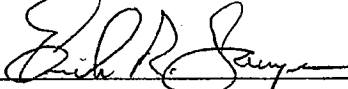
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By:  _____

Name: Erik Sawyer

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Type	No.	Deadline
1800	REG	1,315,462	January 22, 2015
18th CENTURY	REG	1,167,005	September 1, 2011
AFFINITY	REG	1,618,447	October 23, 2010
AMERICAN FEDERAL	REG	1,291,899	August 28, 2014
ASHMONT	REG	1,640,256	April 9, 2011
BARCLAY	REG	1,523,218	February 7, 2009
BURGUNDY	REG	1,168,972	September 15, 2011
BURGUNDY	REG	1,180,073	December 1, 2011
CHRISTMAS CROSS	REG	1,016,831	July 29, 2015
CLASSIC AM. SILVER	REG	1,153,855	May 12, 2011
CLASSIC AM. SILVER	REG	1,156,143	June 2, 2011
COLONIAL SHELL	REG	1,169,924	September 22, 2011
COUNTRY GARDEN	REG	1,598,655	May 29, 2010
CRESCENDO	REG	1,620,873	November 6, 2010
DAMASCENE	REG	1,172,184	October 6, 2011
DIAMANTE	REG	1,162,506	July 28, 2011
DRESDEN ROSE	REG	1,167,004	September 1, 2011
ELITE	REG	1,350,333	July 23, 2015
ENGLISH CHIPPENDALE	REG	1,620,872	November 6, 2010
ENTRÉE	REG	2,616,034	September 3, 2008
ETC	APP	78/849,473	
FRANCIS FIRST	REG	1,169,923	September 22, 2011
FRANCIS FIRST	REG	1,170,102	September 22, 2011
Francis I Design	REG	1,956,087	February 13, 2016
FRENCH CHIPPENDALE	REG	1,624,483	November 27, 2010
HAMMERED ANTIQUE	REG	2,060,736	May 13, 2017
HAMPTON COURT	REG	1,168,090	September 8, 2011
HOLIDAY	REG	1,167,193	September 1, 2011
KING FRANCIS	REG	1,137,748	July 15, 2010
KING FRANCIS	REG	1,150,362	April 7, 2011
LONGWOOD	REG	1,927,438	October 17, 2015
LOVE DISARMED	REG	2,987,566	August 23, 2015
LOVELAND ROSE	REG	1,078,880	December 6, 2007
MAESTRO	REG	1,596,495	May 15, 2010
MIRRORSTELE	REG	221,378	November 30, 2006
N.E. COLL. SOC.	REG	1,191,916	March 9, 2012
PARTHENON	REG	1,631,341	January 15, 2011
POINTED ANTIQUE	REG	1,167,006	September 1, 2011
R & des	REG	513,820	August 16, 2009
R&B	REG	1,168,099	September 8, 2011
R&B	REG	1,481,398	March 22, 2008

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
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RAB (stylized)	REG	1,151,506	April 21, 2011
RAB (stylized)	REG	1,152,337	April 28, 2011
REED & BARTON	REG	1,138,726	August 19, 2010
REED & BARTON	REG	2,500,505	October 23, 2007
REED & BARTON	REG	516,256	October 11, 2009
REED & BARTON CLASSIC AM. SIL	REG	1,153,856	May 12, 2011
REED & BARTON CLASSIC AM. SIL	REG	1,156,144	June 2, 2011
reedandbarton.net	DOM		July 3, 2007
REEDBARTON.COM	REG	2,681,878	January 28, 2009
RICHMOND	REG	1,602,358	June 19, 2010
SALEM	REG	1,192,719	March 30, 2012
SILVER MAGIC	REG	840,697	December 19, 2007
SILVER SAFARI	REG	2,028,301	January 7, 2017
SOHO	REG	1,650,178	July 9, 2011
SPANISH BAROQUE	REG	1,168,973	September 15, 2011
TARA	REG	619,049	January 10, 2016
WOODWIND	REG	1,435,319	April 7, 2007