

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

General Electric Capital Corporation

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - State: New York

Additional name(s) attached? No

2. Name and address of receiving party(ies)

Pfaltzgraff Co., The
140 East Market Street
York, Pennsylvania 17401☐ Individual(s) citizenship:☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - State: PennsylvaniaIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

Additional name(s) and address(es) attached? No

3. Nature of Conveyance: ☒ Assignment ☐ Security Agreement ☐ Change of Name ☐ Merger
☐ Other (specify):

Execution Date: October 10, 1995

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

☐ The document relates to Trademark Application No.(s):

«Application Number»

☒ The document relates to Registration No.(s):

«Number»

0104744 SYRACUSE
0555636 SHENANGO
0761336 TUXEDO GOLD
0793642 ESQUIRE0798393 SYRALITE
1026786 KING'S INN
1055595 MESA GRANDE
1070265 MOON STONE
1175252 PALOMINOAdditional numbers attached ☒ Yes ☐ No

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

Gregg W. Emch
MacMillan, Sobanski & Todd, LLC
One Maritime Plaza, Fourth Floor
720 Water Street
Toledo, Ohio 43604

Docket: 1-26956

6. Total number of applications and registrations involved: 18

7. Total Fee (37 CFR 3.14)

Recordal Fee: \$465

Please charge the recordal fee to MacMillan, Sobanski & Todd, LLC, Deposit Account No. 13-0005

8. 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.*Patricia Zimmerman-Ervin
Name of Person Signing

Signature

Date

June 21, 2005

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CH \$465.00 130005 0104744

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Continuation of item 4. Trademark Application No.(s) or Registration No.(s):

A.	Registration No.	Trademark
	1292327	CASABLANCA
	1336722	CINNAMON
	1394111	PATRICIAN
	1394908	OYSTER BAY
	1395739	OAKTON
	1395740	MONTLYNN
	1395741	ARDEN
	1452199	CHANSON
	1472331	BROOKLINE

TRADEMARK ASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Assignment and Release of Security Interest, made this 16 day of October, 1995 by and between General Electric Capital Corporation, a New York Corporation ("General Electric") and The Pfaltzgraff Co., a Pennsylvania Corporation ("Pfaltzgraff") (hereinafter the "Assignment").

WHEREAS, Pfaltzgraff is the beneficial owner of certain trademarks, trade names, terms, designs and applications therefor described in a Trademark Collateral Assignment and Security Agreement dated as of the 28th day of May, 1993 (hereinafter the "Security Agreement"), as annexed hereto and made a part hereof;

WHEREAS, the parties hereto (together with other subsidiaries of Pfaltzgraff which are not necessary parties hereto) executed the Security Agreement by which Pfaltzgraff (and certain other subsidiaries of Pfaltzgraff) made a collateral assignment and granted a security interest in certain trademarks, trade names, trade styles and service marks including trademarks, trade names, trade styles and service marks as described in Exhibit I hereto of Syracuse China Corporation (hereinafter the "Syracuse Marks"); and

WHEREAS, the Syracuse Marks were assigned to Pfaltzgraff as of May 5, 1993; and

WHEREAS, Pfaltzgraff contemporaneously herewith is entering into an asset purchase agreement (the "Asset Purchase Agreement") under which, *inter alia*, the Syracuse Marks will be conveyed to LG Acquisition Corp.; and

WHEREAS, in order to facilitate the transfer of assets pursuant to the Asset Purchase Agreement, General Electric is willing to consent to the release of its security interest in the Syracuse Marks and reassigns the Syracuse Marks to Pfaltzgraff.

NOW, THEREFORE, in consideration of the premises and other such valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric hereby agrees as follows:

1. COLLATERAL ASSIGNMENT AND RELEASE OF SECURITY INTEREST.

General Electric hereby releases Pfaltzgraff from the continuing security interest and general lien upon the Syracuse Marks described in Exhibit I as annexed hereto and made apart hereof and assigns, conveys and transfers to Pfaltzgraff:

A. All of General Electric's now existing or hereafter acquired right, title and interest in and to:

- i. The Syracuse Marks; and
- ii. All prints and labels on which the Syracuse Marks appear, have appeared or will appear, and all designs and general intangibles of any nature relating to said Syracuse Marks; and
- iii. All applications, registrations and recordings relating to the Syracuse Marks in the United States Patent and Trademark office or in any similar office or agency of the United States or any State thereof, any political subdivision thereof or in any other country, and all renewals thereof.

B. The goodwill of the business symbolized by each of the Syracuse Marks, including, without limitation, all customer list and other records relating to the distribution of products and services bearing the Syracuse Marks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by General Electric against third parties for infringement of the trademarks or any licenses with respect thereto.

2. LIMITATION OF RELEASE.

This release of collateral assignment and security interest shall only apply to the collateral (as that term is defined in the Security Agreement) referred to herein as the Syracuse Marks as described in Exhibit I hereto.

3. FURTHER ASSURANCES.

General Electric will render such assistance and provide such further assurances as required to affectively release the Syracuse Marks from the security interests recorded in the United States Patent And Trademark Office and to assign the Syracuse Marks to Pfaltzgraff including the execution of such additional documents and assignments as may be required.

4. COSTS.

The costs of recording such releases shall be the sole responsibility of Pfaltzgraff.

IN WITNESS WHEREOF, General Electric and Pfaltzgraff have caused this

agreement to be executed by their duly authorized officers as of the day and year first
above written.

THE PFALTZGRAFF CO.

By: 

Name: William H. Simpson

Title: PRESIDENT

GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name: MURY STEGELAND

Title: DULY AUTHORIZED SIGNATORY

Commonwealth of Pennsylvania

County of York

On this 2nd day of October, 1995, before me, the undersigned officer, personally appeared William H. Simpson, who acknowledged himself/herself to be the President (title) of The Pfaltzgraff Co., a Corporation and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President (title).

Sandra L. Williams
Notary Public
My Commission Expires: _____

State of CONNECTICUT
County of FAIRFIELD

NOTARIAL SEAL
SANDRA L. WILLIAMS, Notary Public
City of York, York County
My Commission Expires Feb. 11, 1998

On this 4th day of October, 1995, before me, the undersigned officer personally appeared Murry Stegelmann, who acknowledged himself/herself to be the Region Operations Manager (title) of General Electric Capital Corporation, a Corporation and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Duly Authorized Signatory (title).

Shannon LaBizzo
Notary Public
My Commission Expires: _____
SHANNON LABOZZO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

EXHIBIT I

THE SYRACUSE MARKS

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
104744	06/15/1915	SYRACUSE
555637	03/04/1952	DESIGN ONLY
555636	02/04/1952	SHENANGO
591953	06/29/1954	DESIGN ONLY
590820	06/08/1954	WEL ROC STYLIZED LETTERS
638039	12/04/1956	TREND
658490	12/10/1957	TROPIC BLOCK LETTERS
655491	12/10/1957	EL COLORADO BLOCK LETTERS
740003	10/30/1962	SHEPOCO
703247	08/23/1960	FLEETWOOD
709099	12/27/1960	CRESCENT BLOCK LETTERS
738627	10/02/1962	RIMROL
731534	05/15/1962	LIDO
715058	05/09/1961	BUCKINGHAM
715057	05/09/1961	MEADOWLARK
715055	05/09/1961	PAPARKEET
726248	01/09/1962	SILHOUETTE
756041	09/03/1963	CLASSIC SCROLL
761336	12/10/1963	TUXEDO GOLD
760352	11/19/1963	COUNTRY KITCHEN
758826	10/22/1963	SCANDIA
782074	12/22/1964	FORM STYLIZED LETTERS
760967	12/02/1963	LAURENTIAN
793642	08/03/1965	ESQUIRE
827857	04/25/1967	TWO STYLIZED LETTERS
827839	04/18/1967	CORDOVA
834930	08/29/1967	WEXFORD
798393	11/02/1965	SYRALITE
833328	08/08/1967	GILD
828539	05/09/1967	CRESTVIEW
828537	05/09/1967	LEMONT
831680	08/15/1967	AMY
834715	09/03/1967	SUTTON
833329	08/08/1967	ME TOO
833331	08/08/1967	COVINGTON
833330	08/08/1967	PONTCHARTRAIN
833682	08/15/1967	ROUEN
877405	09/23/1969	MIDAS
884629	01/20/1970	FALOS VERDES
876033	09/02/1969	JET SET
882851	12/23/1969	VERDA
882850	12/23/1969	SOUVENIR

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
899648	09/29/1970	SIGNA
900768	10/13/1970	MAGNA
882849	12/23/1969	GRAPHICA
975004	12/18/1973	
969626	10/02/1973	
999354	12/03/1974	'CHINAPAK
996433	10/22/1974	WOODBRIDGE
996434	10/22/1974	'HALE N HEARTY
1026786	12/09/1975	KING'S INN
1019427	09/02/1975	THE GREENERY
1037746	04/06/1976	THE GREAT PLATE
1037887	04/13/1976	'BLUE CLOUD
1052880	11/16/1976	LAGUNA
1055995	01/04/1977	MESA GRANDE
1057660	02/01/1977	SIGNET
1058479	02/08/1977	BLACK LINEN
1070265	07/26/1977	MOON STONE
1074052	09/27/1977	OLYMPUS
1061701	03/22/1977	WHITE-ON-WHITE
1061702	03/22/1977	SANDS POINT
1080357	12/27/1977	HAWAIIAN
1080398	12/27/1977	BRIGHTON BAY
1103248	09/26/1978	GUATEMALIAN
1103249	09/26/1978	BRAZILIAN
1103260	09/26/1978	MEXICAN
1157793	06/16/1981	JAVA MUG
1169336	09/15/1981	INDIAN WELLS
1171310	09/29/1981	GOLDEN MAIZE
1192327	08/28/1984	CASABLANCA
1180224	12/01/1981	BURTON PLACE
1183821	12/28/1981	SUN KING
1191209	03/02/1982	SUNDARI
1257161	11/08/1983	TABLETOP ARCHITECTURE
1172336	10/06/1981	WOODLANDS
1175252	10/27/1981	PALOMINO
1354101	08/13/1985	CRIMSON BLOSSOM
1208461	09/14/1982	DURANGO
1208462	09/14/1982	'CALVERT COVE

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1211601	10/05/1982	CHATWIN
1221776	12/28/1982	BEAUVAL
1244510	07/08/1983	KEY BISCAYNE
1283372	06/26/1984	SPECTRUM
1448544	07/21/1987	THE MINI GREAT PLATE
1336722	05/21/1985	CINNAMON
1394111	05/20/1986	PATRICIAN
1394110	05/20/1986	DEEPMeadow
1394907	05/27/1986	RICHLAND
1394908	05/27/1986	OYSTER BAY
1395739	06/03/1986	CANTON
1305740	06/03/1986	MONTLYNN
1395741	06/03/1986	ARDEN
1444195	06/23/1987	MAYER
1502230	08/30/1988	MARISA
1484847	04/12/1988	TRES BIEN
1430505	02/14/1987	CHINA COM
1452199	08/11/1987	CHANSON
1472331	01/12/1988	BROOKLINE
1642100	04/23/1991	MELROSE
1475010	02/02/1988	FAIRHOLME
1503060	09/06/1988	NICOLE
1503059	09/06/1988	ALDEN
1503058	09/06/1988	CASCADE
1503057	09/06/1988	COMPTON
1618832	10/23/1990	ENCORE
1583712	02/20/1990	CLARION
1583713	02/20/1990	PARK AVE
1583714	02/20/1990	TAPESTRY
1655589	09/03/1991	CHANTELLE
1584747	02/27/1990	COLETTE
1583717	02/20/1990	BERKSHIRE
1583715	02/20/1990	SCOTTSDALE
1583716	02/20/1990	CAFE ROYAL
1622566	11/13/1990	CAROLINE
1593438	05/08/1990	TREMONT
1594283	05/01/1990	VERONA
1621271	11/06/1990	BROADWAY

TRADEMARK

RECORDED: 06/21/2005

REEL: 003137 FRAME: 0422