

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salton, Inc.		09/19/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAH Acquisition Corp.		
<b>Street Address:</b>	One Merrick Road		
<b>City:</b>	Westbury		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11599		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	752522	BLOCK	
Registration Number:	752528	BLOCK	
Registration Number:	799307	SASAKI GLASS	
Registration Number:	1597480	SASAKI	
Registration Number:	1597481	SASAKI CRYSTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127046125		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Karl M. Zielaznicki		
<b>Address Line 1:</b>	405 Lexington Avenue		
<b>Address Line 2:</b>	The Chrysler Building		
<b>Address Line 4:</b>	New York, NEW YORK 10174		
<b>ATTORNEY DOCKET NUMBER:</b>	356464.000524		

OP \$140.00 752522

NAME OF SUBMITTER:	Karl M. Zielaznicki
Signature:	/KMZ/
Date:	10/11/2005
Total Attachments: 4 source=saltonsahDocument#page1.tif source=saltonsahDocument#page2.tif source=saltonsahDocument#page3.tif source=saltonsahDocument#page4.tif	

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment of Trademarks") is made as of the 19<sup>th</sup> day of September, 2005, by Salton, Inc., a corporation organized under the laws of the State of Delaware ("Assignor") to SAH Acquisition Corp., a corporation organized under the laws of the State of Delaware ("Assignee").

**WHEREAS**, Assignee and Assignor are parties to that certain Asset Purchase Agreement (together with all Schedules hereto, Schedules thereto, and other documents and instruments incorporated herein, the "**Agreement**") dated as of September 15, 2005, by and between Salton, Inc., a corporation organized under the laws of the State of Delaware, SAH Acquisition Corp., a corporation organized under the laws of the State of Delaware, and Lifetime Brands, Inc., a corporation organized under the laws of the State of Delaware; and

**WHEREAS**, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's respective worldwide right, title and interest in and to the Trademarks listed in Schedule A annexed hereto and incorporated herein by this reference (the "**Assigned Trademarks**").

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Assigned Trademarks, any and all goodwill relating to the Assigned Trademarks and all rights to sue for past infringement of any of the Assigned Trademarks and to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.

This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

Nothing in this Assignment of Trademarks shall be deemed to supersede, enlarge or modify any of the provisions of the Agreement, all of which shall survive the execution and delivery of this Assignment of Trademarks as provided in, and subject to the limitations set forth in, the Agreement. If any conflict exists between the terms of this Assignment of Trademarks and the terms of the Agreement, the terms of the Agreement shall govern and control.

Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Assigned Trademarks to Assignee.

**IN WITNESS WHEREOF**, Assignor and Assignee have each caused a duly authorized officer to execute this Assignment of Trademarks as of date first set forth hereinabove.

SALTON, INC.

By:  
Name:  
Title:

[Signature]  
William B Rue  
President

State of Illinois

County of Lake

ss.:

On this 14 day of Sept, 2005, before me, Marty Toto, personally appeared William B Rue of Salton, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

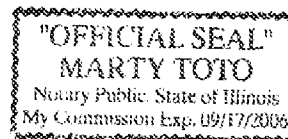
WITNESS my hand and official seal.

[Signature]  
Notary Public

Accepted:

SAH ACQUISITION CORP.:

By: \_\_\_\_\_  
Name:  
Title:



SALTON, INC.

By: \_\_\_\_\_

Name:

Title:

State of Illinois )  
 )  
County of \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ of Salton, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

*Accepted:*

SAH ACQUISITION CORP.:

By: *Robert McNally*  
Name: *ROBERT MCNALLY*  
Title: *TREASURER*

**SCHEDULE A  
TO ASSIGNMENT OF TRADEMARKS**

Registered Trademarks

<i>Trademark</i>	<i>U.S. Registration No.</i>	<i>Registration Date</i>
BLOCK (and design)	752,522	07/09/1963
BLOCK (and design)	752,528	07/09/1963
SASAKI GLASS	799,307	11/23/1965
SASAKI	1,597,480	05/22/1990
SASAKI CRYSTAL	1,597,481	05/22/1990

Pending Trademark Applications

<i>Trademark</i>	<i>U.S. Serial No.</i>	<i>Application Date</i>

Unregistered Trademarks