

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pfaltzgraff Investment Co.		07/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PFZ Acquisition Corp.		
Street Address:	One Merrick Avenue		
Internal Address:	c/o Lifetime Brands, Inc.		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1401243	THE TEA ROSE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127046125		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Karl M. Zielaznicki, Esq.		
Address Line 1:	Troutman Sanders LLP c/o TM Docket Clerk		
Address Line 2:	600 Peachtree Street, NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	356464.000896		
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.		
Signature:	/kmz/		

OP \$40.00 1401243

Date:

07/06/2006

Total Attachments: 5

source=PICToPZFDocument#page1.tif

source=PICToPZFDocument#page2.tif

source=PICToPZFDocument#page3.tif

source=PICToPZFDocument#page4.tif

source=PICToPZFDocument#page5.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment of Trademarks”) is made as of the 11th day of July, 2005, from PFALTZGRAFF INVESTMENT CO., a corporation organized under the laws of the State of Delaware (“Assignor”) to PFZ 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 (the “Purchase Agreement”) made and entered into as of the 17th day of June, 2005, by and among, (a) on one hand, THE PFALTZGRAFF CO., a corporation organized under the laws of the Commonwealth of Pennsylvania, THE PFALTZGRAFF MANUFACTURING CO., a corporation organized under the laws of the Commonwealth of Pennsylvania, PFALTZGRAFF INVESTMENT CO., a corporation organized under the laws of the State of Delaware, and THE PFALTZGRAFF OUTLET CO., a corporation organized under the laws of the State of Maryland; and (b) on the other hand, LIFETIME BRANDS, INC., a corporation organized under the laws of Delaware, PFZ ACQUISITION CORP., a corporation organized under the laws of Delaware, and PFALTZGRAFF FACTORY STORES, INC. (f/k/a PFZ OUTLET RETAIL, INC.), a corporation organized under the laws of Delaware; and

WHEREAS, in accordance with the Agreement, Assignor desire 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 all of Assignor’s Trademarks (as defined in the Agreement) including, without limitation, the Trademarks listed in Schedule A annexed hereto and incorporated herein by this reference.

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 Trademarks including, without limitation, the Trademarks listed in Schedule A annexed hereto, any and all goodwill relating to the Trademarks and all rights to sue for past infringement of any Trademark and the right 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 the 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 Commonwealth of Pennsylvania 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 Purchase 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 Purchase Agreement. If any conflict exists between the terms of this Assignment of Trademarks and the terms of the Purchase Agreement, the terms of the Purchase 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 Trademarks to Assignee.

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

PFALTZGRAFF INVESTMENT CO.:

By: Alan L. Brayman
Name: ALAN L. Brayman
Title: Treasurer

State of Maryland)
~~City of Baltimore~~) ss.:
City of Baltimore)

On this 11th day of July, 2005, before me, Aurie Courtney, personally appeared Alan L. Brayman of Pfaltzgraff Investment Co., 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.

Aurie Courtney
Notary Public

Exp 4/1/2006

Accepted:

PFZ ACQUISITION CORP.:

By: [Signature]
Name:
Title:

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARKS**

Registered Trademarks -- U.S.

<i>Trademark</i>	<i>U.S. Registration No.</i>	<i>Registration Date</i>	<i>Expiration Date</i>
Acadia	1,406,774	08/26/86	08/26/06
Alexandra	1,502,253	08/30/88	08/30/08
Ashcroft	2,003,641	09/24/96	09/24/06
Aura	1,445,220	06/30/87	06/30/07
Biscayne	1,909,165	08/01/95	08/01/05
Blueberry	1,408,562	09/09/86	09/09/06
Bonnie Brae	1,937,524	11/21/95	11/21/05
By Request	2,712,719	05/06/03	05/06/03
Christmas Collectibles by Pfaltzgraff	1,351,726	07/30/85	07/30/05
Filigree	1,773,639	05/25/93	05/25/13
Folk Art	1,169,763	09/15/81	09/15/11
Fresh Traditions by Pfaltzgraff	1,324,634	03/12/85	03/12/05
Garden Party	1,408,561	09/09/86	09/09/06
Gazebo	1,322,216	02/26/85	02/26/05
Grapevine	1,675,560	02/11/92	02/11/12
Hampton	1,502,251	08/30/88	08/30/08
Heritage by Pfaltzgraff	1,122,402	07/17/79	07/17/09
Innocence	1,507,231	10/04/88	10/04/08
Juniper	2,326,912	03/07/00	03/07/10
Kenilworth	2,005,141	10/01/96	10/01/06
Meadow Lane	1,777,213	06/15/93	06/15/13
Midnight Sun	1,709,365	08/18/92	08/18/12
Naturewood	2,220,366	01/26/99	01/26/09
Northwinds	1,722,385	05/18/93	05/18/03
Patina	1,502,252	08/30/88	08/30/08
Perennials	1,401,244	07/15/86	07/15/06
Pfaltzgraff (New Castle)	1,344,344	05/07/85	05/07/05
Pfaltzgraff	1,919,285	09/19/95	09/19/05
Pfaltzgraff's Collectors Series	1,474,213	01/26/88	01/26/08
Pfaltzgraff w/new logo	2,723,639	06/10/03	06/10/13
Poetry	1,361,985	09/24/85	09/24/05
Portfolio	1,873,305	01/10/95	01/10/12
Remembrance	1,340,799	06/11/85	06/11/05
Saratoga	1,511,003	11/01/88	11/01/08
Secrets	1,361,984	09/24/85	09/24/05
Sky Stoneware by Pfaltzgraff	1,488,505	05/17/88	05/17/08
The Tea Rose Collection	1,401,243	07/15/86	07/15/06
Trousseau	1,438,093	04/28/87	04/28/07

<i>Trademark</i>	<i>U.S. Registration No.</i>	<i>Registration Date</i>	<i>Expiration Date</i>
Village by Pfaltzgraff	1,342,710	06/18/85	06/18/05
Winterberry	1,701,122	07/14/92	07/14/12
Wyndham	1,408,563	09/09/96	09/09/96

Registered Trademarks - Foreign

The mark "Pfaltzgraff" is registered in the following countries:

<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Expiration Date</i>
Argentina	2.118.116 Class 8	1/28/99	1/28/09
	2.118.117 Class 21	1/28/99	1/28/2009
Australia	662033 Class 8	12/6/96	5/24/2015
	662034 Class 21	12/6/96	5/24/2015
Canada	429,892	7/1/94	6/30/2009
Canada	423,294	2/18/94	2/17/09
Chile	398.944 Class 8	7/10/98	7/10/2008
	646.332 Class 21	10/22/02	10/22/2012
Columbia	213061 Class 8	9/28/98	9/28/2008
	213422 Class 21	9/28/98	9/28/2008
Israel	98845 Class 8	5/25/02	5/25/2016
	98846 Class 21	5/25/02	5/25/2016
Italy	717,313 Class 21	7/16/97	5/24/2005 (renewal filed)
Japan	4005860 Class 8	5/30/97	5/30/2007
	4000030 Class 21	4/25/97	4/25/2007
Mexico	540105 Class 21	1/28/97	5/15/2015
Mexico	575,342 Class 8		
New Zealand	249198 Class 21	4/16/97	5/17/2016
UK	2022133 Class 8 & 21	5/26/95	5/26/2015
Thailand	535251 Class 21	11/4/03	11/4/2013
Venezuela	24964 Class 8	1/8/99	1/8/2009
	24963 Class 21	1/8/99	1/8/2009

Pending Trademark Applications – U.S.

<i>Trademark</i>	<i>U.S. Serial No.</i>	<i>Application Date</i>
Perfect Pie Plate	S/N 78460915	8/03/2004
PFZ	S/N 78571736	2/21/2005

Pending Trademark Application -- Foreign

<i>Country</i>	<i>Status</i>	<i>Application Date</i>
China (PRC)	Application filed; Registration is pending(Class 21)	3/2/2004

Unregistered marks *

- | | | |
|-------------------------------------|--------------------------|------------------------------|
| 1. America | 29. Frost Block | 58. Passage |
| 2. April | 30. Frost Block Midnight | 59. Pepperberry |
| 3. Arctic Night | 31. Garden District | 60. Pfaltzgraff (old castle) |
| 4. Arctic White | 32. Ginger | 61. Potter's Glen |
| 5. Angel | 33. Hamptons | 62. Providence |
| 6. Breakers Point | 34. Heirloom | 63. Radius |
| 7. Cape May | 35. Heritage | 64. Red Hot |
| 8. Cappuccino | 36. Holiday Garland | 65. Rio |
| 9. Caramel | 37. Holiday Gold | 66. Sandbar |
| 10. Castle (new w/o
Pfaltzgraff) | 38. Holiday Market | 67. Sedona |
| 11. Cayenne | 39. Holiday Spice | 68. Serenity Green |
| 12. Central Market | 40. Island Shores Colors | 69. Shelby |
| 13. Chicory | 41. Italian Vine | 70. Sicily |
| 14. Christmas Heritage | 42. La Rochelle | 71. Sierra |
| 15. Cloverhill Floral | 43. Linea | 72. Snow Bear |
| 16. Crew | 44. Melissa | 73. Snow Village |
| 17. Delicato | 45. Merlot | 74. Sphere |
| 18. Delicious | 46. Mission Flower | 75. Stateroom |
| 19. Denim | 47. Mountain Shadow | 76. Summer Breeze |
| 20. Empire | 48. Mystic | 77. Tandem |
| 21. Empire Red | 49. Napoli | 78. Vienna Floral |
| 22. Equator | 50. Napoli Solids | 79. Watercolor Navy |
| 23. Evening Sun | 51. Night Surf | 80. Watercolor Red |
| 24. Fennel | 52. Nuance Red | 81. Winter Frost |
| 25. Floral Breeze | 53. Nuance Gold | 82. Winterberry |
| 26. Flower Garden | 54. Nuance Sage | 83. Winterwood |
| 27. Flower Market | 55. Ocean Breeze | 84. Yorktowne Classics |
| 28. French Quarter | 56. Orleans | |
| | 57. Pacific Breeze | |

* Notwithstanding any provision in the Agreement to the contrary, Sellers make no representation that they own rights in these design names, either common law rights or otherwise.