

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Intellectual Images, LLC | | 10/31/2008 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Lifetime Brands, Inc. | | |
| Street Address: | 1000 Stewart Avenue | | |
| City: | Garden City | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11530 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1469103 | MARMALADE | |
| Registration Number: | 1625851 | HEARTLAND | |
| Registration Number: | 1479358 | HEARTLAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)451-2222 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-451-2300 | | |
| Email: | kzecha@olshanlaw.com | | |
| Correspondent Name: | Olshan Grundman Frome Rosenzweig & Wolos | | |
| Address Line 1: | 65 E 55th Street | | |
| Address Line 2: | Attn: Mary L. Grieco | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 06886.013 | | |
| NAME OF SUBMITTER: | Mary Grieco | | |

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| Signature: | /mary grieco/ |
| Date: | 04/13/2009 |
| Total Attachments: 4 source=Heartland TM Assign#page1.tif source=Heartland TM Assign#page2.tif source=Heartland TM Assign#page3.tif source=Heartland TM Assign#page4.tif | |

APPENDIX II
FORM OF
ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter "Assignment of Trademarks") is made as of the 31st day of October, 2008 by and among, Lifetime Brands, Inc., a Delaware corporation, with its corporate offices at 1000 Stewart Avenue, Garden City, New York 11530 (hereinafter "Lifetime") and Intellectual Images, LLC, a New Jersey limited liability company, with an address of 358 West Ivy Lane, Englewood, New Jersey 07631 (hereinafter "Images").

WHEREAS, Lifetime and Images are parties to that certain Assignment Agreement dated as of October 31st, 2008 (hereinafter the "Agreement"); and

WHEREAS, in accordance with the Agreement, Images desires to transfer and assign to Lifetime, and Lifetime desires to accept from Images, Images' respective worldwide right, title and interest in and to the trademarks as identified on Schedule A annexed hereto and incorporated herein by this reference (hereinafter "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, Images hereby transfers and assigns to Lifetime, and Lifetime hereby accepts the transfer and assignment from Images, all of Images' worldwide right, title and interest in, to and under the Assigned Trademarks, any renewals and extensions thereof, any and all related goodwill and all rights to sue for any past infringement thereof and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by Lifetime, its successors and assigns from and after the date hereof.

Images expressly agrees to obtain, 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 Lifetime.

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 or if any defined terms are not defined herein, the terms and definitions of the Agreement shall govern and control.

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.

IN WITNESS WHEREOF, Images and Lifetime have each duly executed this Assignment of Trademarks as of date first set forth hereinabove.

INTELLECTUAL IMAGES, LLC.

By: Rosa E. Frias
Name: Rosa E. Frias
Title: managing Member

LIFETIME BRANDS, INC.

By: Jeffrey Siegel
Name: Jeffrey Siegel
Title: CEO + PRESIDENT

State of New York)
County of Nassau Beau) ss.:

On this 20th day of Oct, 2008, before me, Rosa E. Frias, personally appeared _____ of Lifetime Brands, 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Matthew Pathickal
Notary Public

MATTHEW PATHICKAL
NOTARY PUBLIC - NEW JERSEY
My Commission Expires Oct. 10, 2011

State of New York)
County of Nassau) ss.:

On this 20th day of October, 2008, before me, Matthew Pathickal, personally appeared Jeffrey Siegel, 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.

Marian Fung
Notary Public

MARIAN FUNG
Notary Public, State of New York
No. 01E14799234
Qualified in Queens County
Commission Expires June 30, 2010

SCHEDULE A

Assigned Trademarks

1. "MARMALADE" registered in the United States Patent and Trademark Office under Registration No. 1469103, dated December 15, 1987.
2. "HEARTLAND" registered in the United States Patent and Trademark Office under Registration No. 1625851, dated December 4, 1990.
3. "HEARTLAND" registered in the United States Patent and Trademark Office under Registration No. 1479358, dated March 8, 1988