

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
Easy Aces, Inc.		12/20/2012	CORPORATION: RHODE ISLAND

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: 29

Property Type	Number	Word Mark
Serial Number:	85736496	FRED
Serial Number:	85734843	FRED
Serial Number:	85734801	FRED
Serial Number:	85734847	FRED
Serial Number:	85736487	FRED
Serial Number:	85734810	FRED
Serial Number:	85734816	FRED
Serial Number:	85734824	FRED
Serial Number:	85734832	FRED
Serial Number:	85734834	FRED
Registration Number:	3227710	FRED
Serial Number:	85734856	FRED
Serial Number:	85734789	FRED
Serial Number:	85734795	FRED

TRADEMARK

CH \$740.00 85736496

Registration Number:	2417371	CE
Serial Number:	85737379	FRED & FRIENDS
Registration Number:	4045004	M-CUPS
Serial Number:	85724319	TEATANIC
Serial Number:	85734858	FRED & FRIENDS
Serial Number:	85737387	FRED
Serial Number:	85738377	CHILL, BABY
Serial Number:	85738392	WINE MONKEY
Serial Number:	85740747	DOOMED
Serial Number:	85740750	IPLUNGE
Serial Number:	85743523	HOPSIDE DOWN
Serial Number:	85751215	GUM-ME BEAR
Serial Number:	85743538	COOL SHOOTERS
Serial Number:	85751221	GUM-ME FISH
Serial Number:	85751225	GUM-ME WORM

CORRESPONDENCE DATA

Fax Number: 2124512222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2124512300
Email: mgrieco@olshanlaw.com
Correspondent Name: Olshan Frome Wolosky LLP
Address Line 1: 65 East 55th Street
Address Line 2: Attn: Mary L. Grieco
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	EASY ACES ASSIGNMENT
NAME OF SUBMITTER:	Mary L. Grieco
Signature:	/mary grieco/
Date:	12/27/2012

Total Attachments: 14

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TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the date set forth on the signature page hereto.

WHEREAS, Easy Aces, Inc., a corporation organized and existing under the laws of the state of Rhode Island, located and doing business at 30 Martin Street, Cumberland, Rhode Island 02864 (hereinafter referred to as "Assignor"), is the owner of the trademarks listed on Schedule A hereto as well as the registrations and pending applications in the United States Patent and Trademark Office and of certain foreign counterparts and the goodwill associated therewith ("Marks");

WHEREAS, Assignor desires to sell, assign and transfer to Lifetime Brands, Inc., a corporation organized and existing under the laws of the state of Delaware, located and doing business at 1000 Stewart Avenue, Garden City, New York 11530 (hereinafter referred to as "Assignee"), and Assignee desires to acquire the Marks, and any and all applications and/or registrations therefor, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith, pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain purchased assets, including, without limitation, the Marks; and

WHEREAS, Assignee is the successor to the portion of Assignors' business to which the mark pertains; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, Assignor's entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks throughout the world and any and all applications and/or registrations therefor, together with all causes of action for previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds relating to those infringements. Assignor further agrees, and to cause its employees, consultants, legal representatives, and its successors and/or assigns, to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue all registrations resulting from all the applications in the Marks to Assignee, its successors and assigns.

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IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Trademark Assignment, on this 20th day of December, 2012.

EASY ACES, INC.

LIFETIME BRANDS, INC.

By: 
Name: Frederick A. Roses
Title: President

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Trademark Assignment, on this 20th day of December, 2012.

EASY ACES, INC.

By: _____

Name:

Title:

LIFETIME BRANDS, INC.

By:  _____

Name: *Harold Shifteen*

Title: *Chief Operating Officer*

Schedule A
Trademarks

1891052-3

TRADEMARK
REEL: 004929 FRAME: 0582

Trademarks

1. Cursed Cookies
2. Letter Pressed Number
3. Ouch! The Voodoo Cutting Board
4. Mr. Tea
5. Deep Tea Driver
6. Pizza Peddler
7. Cracked Up Colander
8. Whisked Off
9. Chompins
10. Sugar fix
11. Clink!
12. Cracked Up Mug
13. And Another?
14. Pickled Corkscrew
15. Beer Monster
16. Duck, Duck, Drink
17. Cold, Cold Heart
18. The chiller
19. Cold Snap
20. Abominable Ice
21. Coolamari
22. Wine 'O
23. Stuck up
24. Fuzzy Face
25. Side View
26. Great Balls of Wire
27. Re/Cover
28. iStuck Laptop
29. HandStand
30. Stick 'Em Up
31. Desk Egg
32. No'Pad
33. BigDeal
34. Time-M
35. Salt-M
36. Store-M's
37. Eat-M
38. M-Spoons
39. Kitchen Kong
40. Fill-a-Lily
41. BatterFinger
42. MixStix
43. Equal Measure
44. Sauced

45. The Obsessive Chef
46. Yumbots
47. Numskulls
48. Aristocakes
49. Fossil food
50. Teacupcakes
51. Cakewich
52. Peace of Cake
53. Ninjabread Men
54. Hotheads
55. ABC Cookies
56. Letter pressed
57. Munchstache
58. Gingerdead men
59. Wholegrain
60. Crustache
61. French Toast
62. Holy Toast!
63. Lunch Bugs
64. Put a Lid on It!
65. Sharp Act
66. Pizza Boss 3000
67. Hop&Pop
68. Stain By Number
69. DishWish
70. Tuff Dish
71. Dish Play
72. Mixed Messages
73. Tank Up
74. MazeCafe
75. Minor Miracle
76. Stacked
77. Shortstacked
78. Wake-Up Cup
79. Fisticup
80. 2-Carat Cup
81. Oh, Snap!
82. FishFood
83. XtraCream
84. Nibbled
85. BeerBites
86. Salt&Magic
87. Switch
88. Saltside Out
89. Salt & Pants
90. Salty the Snowman

91. Salt & Peeper
92. Salt+Power
93. Crayums
94. Inset
95. Tablesaw
96. Pastasaurus
97. Calf & Half
98. H3Eau
99. Gym Glass
100. HalfFull
101. HalfPint
102. Unzipped
103. Babushkups
104. Polluted
105. DJIIIIKUP
106. BottomsUpShot
107. Weinstein
108. Bombs Away
109. BeerDeaux
110. Hopped Up
111. Good Fortune
112. Tropsticks
113. Party People
114. Beat It!
115. LazyBows (TM symbol not in catalog)
116. Cake candelabra
117. Roman candles
118. Lit!
119. Light Bites
120. Pick Your Nose
121. Pick Your Nose Party Animals
122. Foodfighters
123. Ouch!
124. Swizzle Sticks
125. Fingerfood
126. Sword'oeuvres
127. Fish Stix
128. Lip Service
129. Bullseye!
130. Plunge
131. Pickled
132. Winelines
133. Beerbands
134. Top Banana
135. Handlebar
136. Pop Top

137. Citrusaw
138. Port-a-Pint
139. Bottle'biner
140. Winner
141. Bottleblade
142. Cold blooded
143. Bone Chillers (TM symbol not in catalog)
144. Freeze!
145. Brain Freeze
146. Frozen Smiles
147. Chillpill
148. Icescreams
149. Gin & Titonic
150. Drink Savers
151. Chillipedes
152. Hatched
153. Cool Jazz
154. Ice Attacks!
155. Cool Beans
156. Ice Palace
157. Ice Princess
158. DeFrosty
159. Chilly Peppers
160. Topsy Toes
161. Chill bots
162. Stone cold
163. Cool jewels
164. Have an Ice Day
165. Fossiliced
166. Stack-a-Doodle
167. Scrubber Ducky
168. Koi Toy
169. Bonehead
170. Globoy
171. Buff Baby
172. XYZ Blocks
173. Food Face
174. Ms. Food Face
175. Spilt Milk
176. Heads-Up
177. Spreddy Bear
178. Dinnersaurus
179. Souper!
180. Chow Bots
181. Snack & Stack
182. Drink Dives

183. Airforkone
184. Food & Fold
185. Mealtime masterpiece
186. Airplane Food
187. Licketypops
188. Licketyspoon
189. Chopstick kids
190. Chimp Sticks
191. E.M.T.
192. Fill 'Er Up
193. Fuzz
194. Lucky Shot
195. Loaded!
196. Candy Stash
197. Sock monkeys
198. Lucha keys
199. Ti-keys
200. Robokeys
201. Cookeys
202. Unikeys
203. Key kaps
204. Matryosh keys
205. Ear Ring
206. Luckey
207. Skeleton keys
208. Freakeys
209. Monkeys
210. Hooked
211. Spooled
212. Spiderbyte
213. <<REW
214. All Ears
215. iPound
216. Leaf Keepers
217. iCreate
218. iStrike
219. 500XL
220. iMag
221. iStuck
222. Scoops!
223. Foot in the Door
224. Stache Box
225. Loose Leaf
226. Extreme Feeder
227. Last Stop
228. Dreamlights

- 229. Borrow my pen?
- 230. Uncapped
- 231. Dine Ink
- 232. Bank Job
- 233. the New Black
- 234. 360° Pen
- 235. Sprout
- 236. Birds on a wire
- 237. Finger Print
- 238. Inanimate
- 239. Desk Daisy
- 240. Stress Beater
- 241. The Daily Mood
- 242. Talk to the Hand
- 243. Play More
- 244. Trashed
- 245. Out Cold
- 246. Murder, Ink.
- 247. Forget me Notes
- 248. The End
- 249. CE (&Design)
- 250. Chill, Baby
- 251. Cool Shooters
- 252. Doomed
- 253. Fred (& Design)
- 254. Fred & Friends
- 255. Fred & Friends (& Design)
- 256. Fred (Class 04)
- 257. Fred (Class 08)
- 258. Fred (Class 09)
- 259. Fred (Class 10)
- 260. Fred (Class 11)
- 261. Fred (Class 16)
- 262. Fred (Class 18)
- 263. Fred (Class 20)
- 264. Fred (Class 21)
- 265. Fred (Class 22)
- 266. Fred (Class 24)
- 267. Fred (Class 25)
- 268. Fred (Class 28)
- 269. Fred
- 270. Hopside Down
- 271. Iplunge
- 272. M-Cups
- 273. Teatanic
- 274. Wine Monkey

- 275. 4x2 Tattoos
- 276. Buttered Up
- 277. Candlelight
- 278. Delete
- 279. FingerPickin
- 280. Finish Line
- 281. Fired Up
- 282. Flora
- 283. Fred-O-Vision
- 284. Funhouse
- 285. Hand Fans
- 286. Howtie
- 287. L'il Shaver
- 288. Longhorn
- 289. Loose leaf
- 290. Mix Monsters
- 291. On The Fritz
- 292. Smile Plates
- 293. Special Tattoos
- 294. Transfers
- 295. WaterLogged
- 296. You Wish
- 297. Fred (Class 08)(China)
- 298. Fred (Class 09)(China)
- 299. Fred (Class 16)(China)
- 300. Fred (Class 21)(China)
- 301. Fred (Class 28)(China)
- 302. GUM-ME Bear
- 303. GUM-ME Fish
- 304. GUM-ME Worm

Easy Aces, Inc.
 Trademark Applications and Registrations

Date: December 19, 2012

<u>Trademark</u>	<u>Country</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>
CE (& Design)	US	Registered Filed: 11/16/1999 Serial #: 75/849,835	Registered: 1/2/2001 Reg. #: 2,417,371
CHILL, BABY	US	Pending Filed: 9/25/2012 Serial #: 85/738,377	
COOL SHOOTERS	US	Pending Filed: 10/2/2012 Serial #: 85743538	
DOOMED	US	Pending Filed: 9/28/2012 Serial #: 85/740,747	
FRED (& Design)	US	Pending Filed: 9/25/2012 Serial #: 85/737,387	
FRED & FRIENDS	US	Pending Filed: 9/21/2012 Serial #: 85/734,858	
FRED & FRIENDS (& Design)	US	Pending Filed: 9/25/2012 Serial #: 85/737,379	
FRED (Class 04)	US	Pending Filed: 9/21/2012 Serial #: 85/734,856	
FRED (Class 08)	US	Pending Filed: 9/21/2012 Serial #: 85/734,789	
FRED (Class 08)	China	Pending Filed: 11/15/2012 Serial #: Pending	
FRED (Class 09)	US	Pending Filed: 9/21/2012 Serial #: 85/734,795	
FRED (Class 09)	China	Pending Filed: 11/15/2012 Serial #: Pending	
FRED (Class 10)	US	Pending Filed: 9/24/2012 Serial #: 85/736,496	
FRED (Class 11)	US	Pending Filed: 9/21/2012 Serial #: 85/734,843	
FRED (Class 16)	US	Pending Filed: 9/21/2012 Serial #: 85/734,847	
FRED (Class 16)	China	Pending Filed: 11/15/2012 Serial #: Pending	
FRED (Class 18)	US	Pending Filed: 9/21/2012 Serial #: 85/734,801	
FRED (Class 20)	US	Pending Filed: 9/24/2012 Serial #: 85/736,487	

Easy Aces, Inc.
 Trademark Applications and Registrations

Date: December 19, 2012

<u>Trademark</u>	<u>Country</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>
FRED (Class 21)	US	Pending Filed: 9/21/2012 Serial #: 85/734,810	
FRED (Class 21)	China	Pending Filed: 11/15/2012 Serial #: Pending	
FRED (Class 22)	US	Pending Filed: 9/21/2012 Serial #: 85/734,816	
FRED (Class 24)	US	Pending Filed: 9/21/2012 Serial #: 85/734,824	
FRED (Class 25)	US	Pending Filed: 9/21/2012 Serial #: 85/734,832	
FRED (Class 28)	US	Pending Filed: 9/21/2012 Serial #: 85/734,834	
FRED (Class 28)	China	Pending Filed: 11/15/2012 Serial #: Pending	
FRED	US	Registered Filed: 6/7/2006 Serial #: 78/902,834	Registered: 4/10/2007 Reg. #: 3,227,710
GUM-ME BEAR	US	Pending Filed: 10/11/2012 Serial #: 85/751,215	
GUM-ME FISH	US	Pending Filed: 10/11/2012 Serial #: 85/751,221	
GUM-ME WORM	US	Pending Filed: 10/11/2012 Serial #: 85/751,225	
HOPSIDE DOWN	US	Pending Filed: 10/2/2012 Serial #: 85743523	
IPLUNGE	US	Pending Filed: 9/28/2012 Serial #: 85/740,750	
M-CUPS	US	Registered Filed: 3/28/2011 Serial #: 85/278,792	Registered: 10/25/2011 Reg. #: 4,045,004
TEATANIC	US	Pending Filed: 9/10/2012 Serial #: 85/724,319	
WINE MONKEY	US	Pending Filed: 9/25/2012 Serial #: 85/738,392	