

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ONEIDA LTD.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: DE

Execution Date(s) May 21, 2013

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached? ☒ No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal
Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

☒ National Banking Association Citizenship: USA

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☐ Other _____ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1868

Expiration Date 6/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

Kareem Ansley
Name of Person Signing

May 22, 2013

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 85681287

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

ANCHOR HOCKING, LLC, a Delaware limited liability company
BUFFALO CHINA, INC., a New York corporation
DELCO INTERNATIONAL, LTD., a New York corporation
KENWOOD SILVER COMPANY, INC., a New York corporation
ONEIDA FOOD SERVICE, INC., a New York corporation
ONEIDA INTERNATIONAL INC., a Delaware corporation
ONEIDA SILVERSMITHS INC., a New York corporation
SAKURA, INC., a New York corporation
THC SYSTEMS, INC., a New York corporation
UNIVERSAL TABLETOP, INC., a Delaware corporation

SCHEDULE A

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Additional Trademarks

Anchor Hocking, LLC	GOCLEAR BY ANCHOR HOCKING COMPANY (stylized)	19-Jul-12	(85681287)	(19-July-12)
Anchor Hocking, LLC	Cup design	18-Feb-13	(85852942)	(18-2-2013)
Oneida Ltd.	Sant' Andrea	14-Sep-11	4,135,501	1-May-12

**AMENDMENT NO. 1 TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of May 21, 2013, is entered into by **Oneida Ltd.**, a Delaware corporation ("Oneida"), **Anchor Hocking, LLC**, a Delaware limited liability company ("Anchor"), and together with Oneida, each a "Borrower", and collectively, "Borrowers"), **Universal Tabletop, Inc.**, a Delaware corporation ("Parent"), and each subsidiary of Parent party to the Loan Agreement (together with Parent, each a "Guarantor", and collectively, "Guarantors", and together with Borrowers, each a "Grantor", and collectively, "Grantors") in favor of **Wells Fargo Bank, National Association**, successor by merger to Wachovia Bank, National Association, as collateral agent for the benefit of Secured Parties (in its capacity as collateral agent, the "Collateral Agent") (as may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, the "Amendment No. 1").

WHEREAS, certain of Borrowers and Guarantors entered into the Amended and Restated Loan and Security Agreement, dated as of March 23, 2012 (as such agreement has been amended, supplemented, amended and restated, replaced or otherwise modified through the date hereof, the "Existing Loan Agreement"), among such Borrowers and Guarantors, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), and Agents;

WHEREAS, to secure the payment and performance of the obligations under the Existing Loan Documents (as hereinafter defined), such Borrowers and Guarantors executed and delivered to Collateral Agent the Trademark Security Agreement, dated March 23, 2012, with respect to the Trademark Collateral (as therein defined) (the "Trademark Security Agreement", and together with the Existing Loan Agreement, and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, being collectively referred to herein as the "Existing Loan Documents");

WHEREAS, Grantors have entered or about to enter into that certain Second Amended and Restated Loan and Security Agreement, dated as of the date hereof, among Agents, Lenders and Grantors (as may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, the "Loan Agreement", and together with the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, being collectively referred to herein as the "Loan Documents");

WHEREAS, Grantors have certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement;

WHEREAS, in order to induce Agents and Lenders to enter into the Loan Agreement and the other Loan Documents and to continue to make loans and advances and provide other financial accommodations to Grantors pursuant thereto, Grantors have agreed to amend the Trademark Security Agreement by executing and delivering to Collateral Agent this Amendment No. 1; and

WHEREAS, under the terms of the Loan Agreement, Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantors to Collateral Agent for the ratable benefit of Secured Parties, and have agreed as a condition thereof to execute this Amendment No. 1 for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

WHEREAS, Grantors have certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Loan Agreement.

SECTION 2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Schedule A attached hereto (such Trademarks and Trademark applications described on Schedule A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment No. 1.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

SECTION 3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Without limiting the grant of the security interest or collateral assignment to Collateral Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor confirms, reaffirms and restates its prior grant to Collateral Agent, and hereby grants to Collateral Agent, for the benefit of Secured Parties, a first priority security interest in and continuing first lien on all of such Grantor's right, title, and interest in, to

and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, service marks, trade names, trademark and service mark applications and registrations, including, without limitation, those trademarks, service marks, trade names, and trademark and service mark applications and registrations listed on Schedule A (the "Additional Trademarks"),

(b) all extensions, renewals and reissues of any of the foregoing,

(c) all licenses of any of the foregoing,

(d) all goodwill associated with or symbolized by any of the foregoing,

(e) all rights to sue for past, present, and future infringement of any of the foregoing, and

(f) all corresponding rights thereto throughout the world.

Notwithstanding the foregoing, the Additional Trademark Collateral shall not include any trademark applications filed on an intent to use basis, and no security interest in and lien on such applications shall be deemed granted hereby, until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

SECTION 4. PRECEDENCE. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment No. 1 conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control. Further, the security interest granted hereby and by the Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Parties under the Loan Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of the Trademark Security Agreement (as amended hereby) and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amendment No. 1.

SECTION 6. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Additional Trademark Collateral in accordance with the Loan Agreement or (ii) the Termination Date, Collateral Agent shall execute and deliver to Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Additional Trademark Collateral which has been granted hereunder.

SECTION 7. GENERAL.

(a) Governing Law. THIS AMENDMENT NO. 1 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of Secured Parties and Grantors and their respective successors and assigns. Each Grantor shall not, without the prior written consent of Secured Parties given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(d) Representations, Warranties and Covenants. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Trademark Security Agreement with respect to the Trademark Collateral shall apply to the Additional Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Amendment No. 1 to be duly executed and delivered as of the date first above written.

UNIVERSAL TABLETOP, INC.

By: 

Name: Bernard Peters

Title: Chief Financial Officer

ONEIDA LTD.

By: 

Name: Bernard Peters

Title: Chief Financial Officer

ANCHOR HOCKING, LLC

By: 

Name: Bernard Peters

Title: Chief Financial Officer

BUFFALO CHINA, INC.

DELCO INTERNATIONAL, LTD.

SAKURA, INC.

THC SYSTEMS, INC.

KENWOOD SILVER COMPANY, INC.

ONEIDA SILVERSMITHS INC.

ONEIDA INTERNATIONAL, INC.

ONEIDA FOOD SERVICE, INC.

By: 

Name: Bernard Peters

Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Amendment No. 1 to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005032 FRAME: 0523

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: *Guido Cuomo*
Name: Guido Cuomo
Title: Authorized Signatory

Amendment No. 1 to Amended and Restated Trademark Security Agreement

RECORDED: 05/22/2013

TRADEMARK
REEL: 005032 FRAME: 0524