

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anchor Hocking, LLC		05/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
Universal Tabletop, Inc.		05/21/2013	CORPORATION: DELAWARE
Oneida Ltd.		05/21/2013	Limited Corporation: DELAWARE
Buffalo China, Inc.		05/21/2013	CORPORATION: NEW YORK
Delco International, Ltd.		05/21/2013	Limited Corporation: NEW YORK
Sakura, Inc.		05/21/2013	CORPORATION: NEW YORK
THC Systems, Inc.		05/21/2013	CORPORATION: NEW YORK
Kenwood Silver Company, Inc.		05/21/2013	CORPORATION: NEW YORK
Oneida Silversmiths Inc.		05/21/2013	CORPORATION: NEW YORK
Oneida International Inc.		05/21/2013	CORPORATION: DELAWARE
Oneida Food Service, Inc.		05/21/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
Internal Address:	43rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 126

Property Type	Number	Word Mark
Registration Number:	756056	ANCHOR HOCKING
Registration Number:	3994367	ANCHOR HOME COLLECTION
Registration Number:	3776235	ANCHOR SIGNATURES

Registration Number:	1406765	COLONY CRAFTS
Registration Number:	1110057	EXCELLENCY
Registration Number:	388452	FIRE-KING
Registration Number:	522575	FIRE-KING
Registration Number:	3853422	FLORENTINE
Serial Number:	85681287	GO CLEAR BY ANCHOR HOCKING COMPANY
Registration Number:	1479195	RIM-TEMPERED
Registration Number:	1360611	ROLY POLY
Registration Number:	2289581	SURE-GUARD
Registration Number:	788905	SURE-SNUFF
Registration Number:	1783467	TARTAN
Registration Number:	3846194	TRUESEAL BY ANCHOR
Registration Number:	3817901	ANCHOR
Registration Number:	3817905	
Registration Number:	3817907	RAISE A GLASS TO PLANET EARTH
Registration Number:	2717483	ALCO
Registration Number:	3224731	LJ BABY
Serial Number:	85852942	
Registration Number:	1079716	ACT I
Registration Number:	645392	AFFECTION
Registration Number:	2496315	AQUARIUS
Registration Number:	744744	ARBOR ROSE
Registration Number:	3160902	ARIEL
Registration Number:	857895	BALLAD
Registration Number:	1181156	BLUE RIDGE
Registration Number:	3925735	BOTTICELLI
Registration Number:	959353	BOTTICELLI
Registration Number:	1000408	BRAHMS
Registration Number:	3496928	BRING LIFE TO THE TABLE.
Registration Number:	3547323	BRING LIFE TO THE TABLE.
Registration Number:	785546	CANTATA
Registration Number:	1706604	CASTLE COURT
Registration Number:	876498	CHATEAU
Registration Number:	1392161	CLARETTE
Registration Number:	712476	COMMUNITY

	337956	CORONATION
Registration Number:	2131078	CUBBY BEAR
Registration Number:	3934239	CULINARIA
Registration Number:	3938083	CULINARIA
Registration Number:	1725476	DAMASK ROSE
Registration Number:	2617375	DELCO
Registration Number:	2617374	DELCO
Registration Number:	2620379	DELCO
Registration Number:	889693	DOVER
Registration Number:	984215	DU MAURIER
Registration Number:	1177304	DUNES
Registration Number:	1362989	EASTON
Registration Number:	3270018	EASTVIEW
Registration Number:	2266744	ETAGE
Registration Number:	512068	ETON
Registration Number:	274966	FLIGHT
Registration Number:	876507	FOREVER
Registration Number:	436275	HARMONY
Registration Number:	2032263	HEIRESS
Registration Number:	977690	HEIRLOOM
Registration Number:	2036837	HEIRLOOM
Registration Number:	1362990	JUILLIARD
Registration Number:	646810	JEFFERSON
Registration Number:	894079	LOUISIANA
Registration Number:	1362987	LTD
Registration Number:	2075123	MAJESTICWARE
Registration Number:	645401	MAYBROOK
Registration Number:	899170	MELISSA
Registration Number:	884999	MICHELANGELO
Registration Number:	280604	NOBLESSE
Registration Number:	1989764	NORTHLAND
Registration Number:	1208446	NOTTINGHAM
Registration Number:	2031987	ONEIDA
Registration Number:	631695	ONEIDA
Registration Number:	682551	ONEIDA

	850953	ONEIDA
Registration Number:	851740	ONEIDA
Registration Number:	1177324	ONEIDA
Registration Number:	2263002	ONEIDA
Registration Number:	2230913	ONEIDA
Registration Number:	2299604	ONEIDA
Registration Number:	2525748	ONEIDA
Registration Number:	2425852	ONEIDA
Registration Number:	2141599	ONEIDA
Registration Number:	2095127	ONEIDA
Registration Number:	2146917	ONEIDA
Registration Number:	2883927	ONEIDA
Registration Number:	3759303	ONEIDA
Registration Number:	870429	ONEIDACRAFT
Registration Number:	185759	ONEIDA COMMUNITY
Serial Number:	77578345	ONEIDA CHEF'S TABLE
Registration Number:	4068998	ONEIDA GLOBAL FOODSERVICE
Registration Number:	3772396	ONEIDA HOTEL
Registration Number:	2806347	ONEIDA HOME
Registration Number:	1065754	OL ONEIDA
Registration Number:	635891	PEER
Registration Number:	953095	POST ROAD
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	755945	1881 ROGERS STAINLESS
Registration Number:	876500	RIO
Registration Number:	805167	WM. A. ROGERS
Registration Number:	805119	WM. A. ROGERS
Registration Number:	2834012	SAKURA
Registration Number:	439625	SENECA
Registration Number:	640993	SHORELINE
Registration Number:	1968249	SOUTHERN GARDEN
Registration Number:	2049760	THE ART OF DINING
Registration Number:	874194	THOR
Registration Number:	2195521	UNITY

	1158866	VALERIE
Registration Number:	875082	WILL 'O' WISP
Registration Number:	528493	STANTON HALL
Registration Number:	4135501	SANT'ANDREA
Registration Number:	1374809	BUFFALO CHINA
Registration Number:	2230713	ABCO
Registration Number:	2063113	ATLANTIC CHINA
Registration Number:	2104884	BELMORE
Registration Number:	2136644	CERAMICOR
Registration Number:	2094574	DELTA
Registration Number:	2094572	LEXINGTON
Registration Number:	2671450	SANT' ANDREA
Registration Number:	2668370	SANT ANDREA
Registration Number:	2651556	SANT' ANDREA
Registration Number:	2386731	SANT'ANDREA
Registration Number:	2469654	SANT'ANDREA
Registration Number:	1362988	MARQUETTE
Registration Number:	849007	KENWOOD

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	659018
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/22/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of May 21, 2013, is entered into by and among each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors") in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent for the benefit of Secured Parties (in such capacity and together with its successors in such capacity, the "Administrative Agent") (as may hereafter be amended, restated, supplemented, amended and restated, replaced or otherwise modified, the "Agreement").

WHEREAS, pursuant to the Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Loan Agreement"), among Anchor Hocking, LLC, a Delaware limited liability company, as Borrower Agent ("Anchor"), Oneida Ltd., a Delaware corporation ("Oneida" and together with Anchor, each individually a "Borrower" and collectively, "Borrowers"), Universal Tabletop, Inc., a Delaware corporation ("Holdings"), the Administrative Agent, each of the financial institutions party thereto from time to time, as lenders (the "Lenders"), and each of the other agents party thereto, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, to secure the payment and performance of Borrowers' obligations under the Loan Agreement and the other Loan Documents and to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Grantors have agreed, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof, among Borrowers, Holdings, the other Grantors party thereto from time to time and the Administrative Agent (as may hereafter be amended, restated, supplemented, amended and restated, replaced or otherwise modified, the "Collateral Agreement"), to execute and deliver to the Administrative Agent this Agreement; and

WHEREAS, under the terms of the Collateral Agreement, Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantors to the Administrative Agent for the ratable benefit of Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and any other applicable Governmental Authorities.

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative 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 "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress, trademark and service mark applications and registrations, including, without limitation, those U.S. federally registered Trademarks and pending applications therefor listed on Schedule A hereto,

(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 of 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 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 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to Secured Parties under the Collateral 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 Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Loan Agreement or (ii) the payment of the Obligations, the Administrative 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 Trademark Collateral which has been granted hereunder.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantors' approval, by amending Schedule A hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantors no longer have or claim any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Agreement 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 Agreement 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

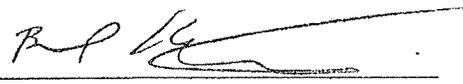
UNIVERSAL TABLETOP, INC.

By: 
Name: Bernard Peters
Title: Chief Financial Officer

ANCHOR HOCKING, LLC

By: 
Name: Bernard Peters
Title: Chief Financial Officer

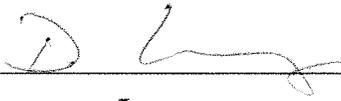
ONEIDA LTD.

By: 
Name: Bernard Peters
Title: Chief Financial Officer

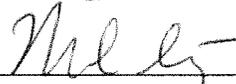
BUFFALO CHINA, INC.
DELCO INTERNATIONAL, LTD.
SAKURA, INC.
THC SYSTEMS, INC.
KENWOOD SILVER COMPANY, INC.
ONEIDA SILVERSMITHS INC.
ONEIDA INTERNATIONAL INC.
ONEIDA FOOD SERVICE, INC.

By: 
Name: Bernard Peters
Title: Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: 

Name:
Title: **Dusan Lazarov**
Director

By: 

Name:
Title: **Michael Getz**
Vice President

TRADEMARK SCHEDULE

Universal Tabletop, Inc.: None

Anchor Hocking, LLC:

<u>Trademark Name</u>	<u>Filing Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Status</u>
ANCHOR HOCKING	07-Nov-62	756056	03-Sep-63	Registered
ANCHOR HOME COLLECTION	27-Mar-09	3,994,367	12-Jul-11	Registered
ANCHOR SIGNATURES (stylized)	09-Jul-09	3776235	13-Apr-10	Registered
COLONY CRAFTS	29-Nov-85	1406765	26-Aug-86	Registered
EXCELLENCY	02-May-78	1110057	26-Dec-78	Registered
FIRE-KING	13-Feb-41	388452	24-Jun-41	Registered
FIRE-KING (STYLIZED)	13-Feb-48	522575	21-Mar-50	Registered
FLORENTINE	22-Feb-10	3853422	28-Sep-10	Registered
GOCLEAR BY ANCHOR HOCKING COMPANY (stylized)	19-Jul-12	(85681287)		Pending APP.
RIM-TEMPERED	05-Mar-87	1479195	01-Mar-88	Registered
ROLY POLY	21-Feb-85	1360611	17-Sep-85	Registered
SURE-GUARD	13-Mar-98	2289581	26-Oct-99	Registered
SURE-SNUFF	22-Sep-64	788905	04-May-65	Registered
TARTAN	26-Nov-91	1783467	20-Jul-93	Registered
TRUESEAL BY ANCHOR (STYLIZED)	27-May-09	3846194	07-Sep-10	Registered
ANCHOR	1-Jan-09	3817901	13-Jul-10	Registered
Misc. design	1-Dec-09	3817905	13-Jul-10	Registered
RAISE A GLASS TO PLANET EARTH	1-Jan-09	3817907	13-Jul-10	Registered
ALCO	15-Aug-02	2717483	20-May-03	Registered
LJ BABY	01-Apr-06	3224731	3-Apr-07	Registered
Cup design	18-Feb-13	(85852942)		Pending

Oneida Ltd.: U.S. Trademarks

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Use</u>
Act I	8	1,079,716	12/20/77	F/W
Affection	8, 14	645,392	05/14/57	F/W&H/W
Aquarius	8	2,496,315	10/9/01	F/W
Arbor Rose	8	744,744	02/05/63	F/W
Ariel	8	3,160,902	10/17/06	F/W*
Ballad	8	857,895	10/01/68	F/W
Blue Ridge	21	1,181,156	12/08/81	D/W

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Use</u>
Botticelli	21	3,925,735	03/01/2011	D/W
Botticelli	8	959,353	05/22/73	F/W
Brahms	8	1,000,408	12/24/74	F/W*
Bring Life to the Table	8	3,496,928	09/02/08	F/W
Bring Life to the Table	21	3,547,323	12/16/08	D/W
Cantata	8	785,546	02/23/65	F/W
Castle Court	14	1,706,604	08/11/92	H/W**
Chateau	8	876,498	09/09/69	F/W
Clarette	8	1,392,161	05/06/86	F/W*
Community	8	712,476	03/14/61	F/W
Coronation	8	337,956	08/20/36	F/W
Cubby Bear	8	2,131,078	01/20/98	F/W
Culinaria	21	3,934,239	3/22/11	D/W
Culinaria	8	3,938,083	3/29/11	F/W
Damask Rose	14	1,725,476	10/20/92	H/W**
Delco	8	2,617,375	09/10/02	F/W
Delco	21	2,617,374	09/17/02	D/W
Delco	21	2620379	09/10/02	H/W
Dover	8	889,693	04/21/70	F/W
Du Maurier	14	984,215	05/14/74	F/W&H/W
Dunes	21	1,177,304	11/10/81	D/W
Easton	8	1,362,989	10/01/85	F/W
Eastview	8	3,270,018	07/24/07	F/W*
Etage	8	2,266,744	08/03/99	F/W
Eton	8	512,068	07/12/49	F/W
Flight	8	274,966	09/09/30	F/W&H/W
Forever	8	876,507	09/09/69	F/W
Harmony	8	436,275	01/27/48	F/W
Heiress	8	2,032,263	01/21/97	F/W*
Heirloom	8	977,690	01/29/74	F/W
Heirloom	8	2,036,837	02/11/97	F/W
Juilliard	8	1,362,990	10/01/85	F/W
Jefferson	8	646,810	06/11/57	F/W
Kenwood	8	849,007	05/14/68	F/W
Louisiana	8	894,079	07/07/70	F/W
LTD	8	1,362,987	10/01/85	F/W
Majesticware	21	2,075,123	07/01/97	D/W
Marquette	8	1,362,988	10/01/85	F/W
Maybrook	8,14	645,401	05/14/57	H/W
Melissa	8	899,170	09/22/70	F/W
Michelangelo	8	884,999	01/27/70	F/W
Noblesse	8,14	280,604	02/24/31	F/W
Northland	8	1,989,764	07/30/96	F/W
Nottingham	21	1,208,446	09/14/82	D/W**
Oneida	8,14	2,031,987	01/21/97	F/W&H/W
Oneida	8	631,695	07/31/56	F/W
Oneida	14	682,551	07/28/59	F/W
Oneida	8	850,953	06/18/68	Cutlery
Oneida	21	851,740	07/02/68	H/W
Oneida	21	1,177,324	11/10/81	G/W
Oneida	21	2,263,002	07/20/99	D/W

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u> (<u>App. No.</u>)	<u>Reg. Date (App. Date)</u>	<u>Use</u>
Oneida	35	2,230,913	03/09/99	Factory Store
Oneida	8, 9,21	2,299,604	12/14/99	Gadgets
Oneida	42	2,525,748	1/1/02	On-line Svcs.
Oneida	35	2,425,852	01/30/01	On-line Svcs.
Oneida	21	2,141,599	03/03/98	Cookware
Oneida	3	2,095,127	09/09/97	Polish
Oneida	7	2,146,917	03/31/98	Tools
Oneida	21	2,883,927	9/14/04	Bakeware
Oneida	11	3,759,303	3/9/10	Electric Coffee Makers
Oneidacraft	8	870,429	06/03/69	F/W
Oneida Community	14	185,759	06/24/24	F/W&H/W
Oneida Chef's Table	21	(77/578,345)	(09/25/08)	Dinnerware
Oneida Global Foodservice	35	4,068,998	12/13/11	On-line Svcs.
Oneida Hotel	21	3,772,396	4/6/10	D/W
Oneida Home	35	2,806,347	1/20/04	Factory Store
OL Oneida & Design	14	1065754	05/17/77	H/W
Peer	8	635,891	10/16/56	F/W
Post Road	8	953,095	02/13/73	F/W
Rego	21	1,138,785	08/19/80	D/W
Rego & design	21	1,141,341	11/11/80	D/W
1881 Rogers Stainless	8	755,945	09/03/63	F/W**
Rio	8	876,500	09/09/69	F/W
Wm. A. Rogers	14	805,167	03/08/66	F/W&H/W
Wm. A. Rogers	8	805,119	03/08/66	F/W
Sakura	21	2,834,012	04/20/04	D/W
Seneca	8	439,625	07/06/48	F/W
Shoreline	8	640,993	02/05/57	F/W*
Southern Garden	21	1,968,249	04/16/96	G/W
The Art of Dining	21	2049,760	04/01/97	D/W&G/W
Thor	8	874,194	08/05/69	F/W
Unity	8	2,195,521	10/13/98	F/W
Valerie	8	1,158,866	06/30/81	F/W
Will 'OWisp	8	875,082	08/19/69	F/W
Stanton Hall	8	528,493	8/1/50	F/W**
Sant' Andrea		4,135,501	5/1/12	

* Assigned from General Mills to Oneida Ltd. by means of an Asset Sale Agreement dated April 23, 2007. Record owner remains General Mills Inc in the USPTO database.

** Not renewed or maintained, but USPTO database still shows these registrations as active.

Buffalo China, Inc.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Buffalo China	21	1374809	12/10/85	D/W

Delco International, Ltd.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
ABCO	8, 21	2230713	03/09/99	F/W&D/W
Atlantic China	21	2063113	05/20/97	D/W
Belmore	8	2104884	10/14/97	F/W
Ceramicor	21	2136644	02/17/98	D/W
Delta	8	2094574	09/09/97	F/W
Lexington	8	2094572	09/09/97	F/W

Kenwood Silver Company, Inc.: None

Oneida Food Service, Inc.: None

Oneida International Inc.: U.S. Trademarks

<u>Trademark</u>	<u>Class</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Use</u>
Sant' Andrea (Design)	11,14,21	2671450	1/7/03	HW
Sant' Andrea (Design)	11,14,21	2668370	12/31/02	HW
Sant' Andrea (Design)	8	2651556	11/19/02	FW
Sant' Andrea	8 & 21	2386731	09/19/00	F/W&H/W
Sant' Andrea	14	2469654	7/17/01	H/W

Oneida Silversmiths Inc.: None

Sakura, Inc.: None

THC Systems, Inc.: None