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
Lifetime Brands, Inc.		01/13/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 87

Property Type	Number	Word Mark
Serial Number:	86115045	TAOS
Serial Number:	86092835	BRICK OVEN
Serial Number:	86092839	BRICK OVEN
Serial Number:	86092941	BRICK OVEN
Serial Number:	86092957	BRICK OVEN
Serial Number:	86087192	DFL
Serial Number:	86084173	CARVEL HALL
Serial Number:	86073232	DESIGN FOR LIVING
Serial Number:	86045084	CREATE ·N· CELEBRATE
Serial Number:	86002107	SUPREME CUTLERY
Serial Number:	85940629	KIZMOS FLORA
Serial Number:	85940647	KIZMOS FLORA
Serial Number:	85940598	KIZMOS FLORA
Serial Number:	85940609	KIZMOS FLORA

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Serial Number:	85940619	KIZMOS FLORA
Serial Number:	85921772	NATUREWOOD
Serial Number:	85921784	NATUREWOOD
Registration Number:	4414915	SAUCED
Serial Number:	85892687	COOL JAZZ
Serial Number:	85877443	MIKASA PORTFOLIO
Serial Number:	85877463	MIKASA PORTFOLIO
Serial Number:	85877533	MIKASA PORTFOLIO
Serial Number:	85870035	COLOR CRUSH
Serial Number:	85870046	PERMALID
Serial Number:	85870125	S'MORES MAKER
Registration Number:	4407094	BIRDS ON A WIRE
Registration Number:	4407090	THE OBSESSIVE CHEF
Serial Number:	85857601	THE DAILY MOOD
Registration Number:	4406650	BABUSHKUPS
Registration Number:	4428190	BORROW MY PEN
Registration Number:	4406663	WINESTEIN
Registration Number:	4406666	NINJABREAD MEN
Registration Number:	4406681	FOOD FACE
Registration Number:	4394194	FREEZE!
Registration Number:	4406688	MIX STIX
Serial Number:	85797394	MIKASA PORTFOLIO
Serial Number:	85797408	MIKASA PORTFOLIO
Serial Number:	85773708	KIZMOS
Serial Number:	85773908	KIZMOS
Serial Number:	85773955	KIZMOS
Registration Number:	4342666	WINTERBERRY
Registration Number:	4342667	WINTERBERRY
Serial Number:	85751215	GUM-ME BEAR
Serial Number:	85751221	GUM-ME FISH
Serial Number:	85751225	GUM-ME WORM
Registration Number:	4342262	HOPSIDE DOWN
Registration Number:	4363835	COOL SHOOTERS
Registration Number:	4342150	DOOMED
Registration Number:	4342151	IPLUNGE

	4409914	FRED
Registration Number:	4363813	WINE MONKEY
Serial Number:	85738377	CHILL, BABY
Serial Number:	85737379	FRED & FRIENDS
Serial Number:	85736487	FRED
Registration Number:	4405831	FRED
Serial Number:	85734795	FRED
Registration Number:	4328369	FRED
Registration Number:	4328370	FRED
Registration Number:	4386868	FRED
Registration Number:	4328371	FRED
Registration Number:	4328372	FRED
Registration Number:	4328373	FRED
Registration Number:	4398862	FRED
Registration Number:	4409903	FRED
Registration Number:	4405823	FRED
Serial Number:	85734858	FRED & FRIENDS
Serial Number:	85724319	TEATANIC
Serial Number:	85697388	REO
Serial Number:	85696513	REO
Serial Number:	85696526	REO
Serial Number:	85696533	REO
Registration Number:	4222040	HAMMERSMITH
Registration Number:	4221977	I DO
Registration Number:	4179569	GET HAPPY
Registration Number:	4179568	KIZMOS GET HAPPY
Serial Number:	85553556	L.C.GERMAIN
Registration Number:	4310803	LOCK & STORE
Serial Number:	85497138	SAVORA
Registration Number:	4394079	SAVORA
Serial Number:	85496576	SAVORA
Serial Number:	85496654	SAVORA
Serial Number:	85496670	SAVORA
Registration Number:	4045004	M-CUPS
Registration Number:	4147969	GET HAPPY

	4147970	KIZMOS GET HAPPY
Registration Number:	3227710	FRED
Registration Number:	2417371	CE

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37160
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/14/2014

Total Attachments: 11
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EXECUTION COPY

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of January 13, 2014 by and from LIFETIME BRANDS, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, certain Subsidiaries of Grantor, the Lenders and Grantee have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Supplemental Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

TRADEMARK
REEL: 005192 FRAME: 0331

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Supplemental Grant effective as of the date first written above.

Lifetime Brands, Inc.

By:_____

Name: Laurence Winoker

Title: Senior Vice President-Finance, Chief Financial Officer and Treasurer

STATE OF NEW YORK)
NASSAU COUNTY)

On January 10, 2014, before me, Sara Shindel, Notary Public, personally appeared Laurence Winoker, personally known to me 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 the person acted, executed the instrument.

(SEAL)

Sara Shindel

Sara Shindel

SARA A. SHINDEL
Notary Public, State of New York
No. 01SH5001085
Qualified in Nassau County
Commission Expires Aug. 31, 2014

Notary Public, State of New York

My Commission Expires: August 31, 2014

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
TAOS TAOS	86115045 11-NOV-2013		LIFETIME BRANDS, INC.	Pending
BRICK OVEN BRICK OVEN	86092835 16-OCT-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
BRICK OVEN BRICK OVEN	86092839 16-OCT-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
BRICK OVEN BRICK OVEN	86092941 16-OCT-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
BRICK OVEN BRICK OVEN	86092957 16-OCT-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
DFL DFL	86087192 09-OCT-2013		LIFETIME BRANDS, INC.	Pending
CARVEL HALL CARVEL HALL	86084173 07-OCT-2013		LIFETIME BRANDS, INC.	Pending
DESIGN FOR LIVING DESIGN FOR LIVING	86073232 24-SEP-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
CREATE N CELEBRATE	86045084 22-AUG-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
Create n celebrate				
SUPREME CUTLERY SUPREME CUTLERY	86002107 03-JUL-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
KIZMOS FLORA KiZMOS Flora	85940629 23-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS FLORA KiZMOS Flora	85940647 23-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS FLORA KiZMOS Flora	85940598 23-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS FLORA KiZMOS Flora	85940609 23-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS FLORA KiZMOS Flora	85940619 23-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
NATUREWOOD NATUREWOOD	85921772 02-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
NATUREWOOD NATUREWOOD	85921784 02-MAY-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
SAUCED SAUCED	85893232 02-APR-2013	4414915 08-OCT-2013	LIFETIME BRANDS, INC.	Registered
COOL JAZZ COOL JAZZ	85892687 02-APR-2013		LIFETIME BRANDS, INC.	Pending

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
MIKASA PORTFOLIO MIKASA PORTFOLIO	85877443 15-MAR-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
MIKASA PORTFOLIO MIKASA PORTFOLIO	85877463 15-MAR-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
MIKASA PORTFOLIO MIKASA PORTFOLIO	85877533 15-MAR-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
COLOR CRUSH COLOR CRUSH	85870035 07-MAR-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
PERMALID PERMALID	85870046 07-MAR-2013		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
S'MORES MAKER S'MORES MAKER	85870125 07-MAR-2013		LIFETIME BRANDS, INC.	Pending Intent to Use
BIRDS ON A WIRE BIRDS ON A WIRE	85860000 26-FEB-2013	4407094 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
THE OBSESSIVE CHEF THE OBSESSIVE CHEF	85859344 25-FEB-2013	4407090 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
THE DAILY MOOD THE DAILY MOOD	85857601 22-FEB-2013		LIFETIME BRANDS, INC.	Published (Pending)
BABUSHKUPS BABUSHKUPS	85849723 14-FEB-2013	4406650 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
BORROW MY PEN BORROW MY PEN	85849739 14-FEB-2013	4428190 05-NOV-2013	LIFETIME BRANDS, INC.	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
WINESTEIN WINESTEIN	85849816 14-FEB-2013	4406663 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
NINJABREAD MEN NINJABREAD MEN	85849840 14-FEB-2013	4406666 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
FOOD FACE FOOD FACE	85850068 14-FEB-2013	4406681 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
FREEZE! FREEZE!	85850088 14-FEB-2013	4394194 27-AUG-2013	LIFETIME BRANDS, INC.	Registered Supplemental Register
MIX STIX MIX STIX	85850106 14-FEB-2013	4406688 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
MIKASA PORTFOLIO MIKASA PORTFOLIO	85797394 07-DEC-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
MIKASA PORTFOLIO MIKASA PORTFOLIO	85797408 07-DEC-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS KIZMOS	85773708 07-NOV-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS KIZMOS	85773908 07-NOV-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
KIZMOS KIZMOS	85773955 07-NOV-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
WINTERBERRY WINTERBERRY	85764689 26-OCT-2012	4342666 28-MAY-2013	LIFETIME BRANDS, INC.	Registered Section 2(F)
WINTERBERRY WINTERBERRY	85764695 26-OCT-2012	4342667 28-MAY-2013	LIFETIME BRANDS, INC.	Registered Section 2(F)

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
GUM-ME BEAR GUM-ME BEAR	85751215 11-OCT-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
GUM-ME FISH GUM-ME FISH	85751221 11-OCT-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
GUM-ME WORM GUM-ME WORM	85751225 11-OCT-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
HOPSIDE DOWN HOPSIDE DOWN	85743523 02-OCT-2012	4342262 28-MAY-2013	LIFETIME BRANDS, INC.	Registered
COOL SHOOTERS COOL SHOOTERS	85743538 02-OCT-2012	4363835 09-JUL-2013	LIFETIME BRANDS, INC.	Registered
DOOMED DOOMED	85740747 28-SEP-2012	4342150 28-MAY-2013	LIFETIME BRANDS, INC.	Registered
IPLUNGE iPlunge	85740750 28-SEP-2012	4342151 28-MAY-2013	LIFETIME BRANDS, INC.	Registered
FRED Fred	85737387 25-SEP-2012	4409914 01-OCT-2013	LIFETIME BRANDS, INC.	Registered
WINE MONKEY WINE MONKEY	85738392 25-SEP-2012	4363813 09-JUL-2013	LIFETIME BRANDS, INC.	Registered
CHILL, BABY CHILL, BABY	85738377 25-SEP-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
FRED & FRIENDS Fred & FRIENDS	85737379 25-SEP-2012		LIFETIME BRANDS, INC.	Published (Pending)

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
FRED FRED	85736487 24-SEP-2012		LIFETIME BRANDS, INC.	Published (Pending)
FRED FRED	85736496 24-SEP-2012	4405831 24-SEP-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734795 21-SEP-2012		LIFETIME BRANDS, INC.	Pending
FRED FRED	85734789 21-SEP-2012	4328369 30-APR-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734801 21-SEP-2012	4328370 30-APR-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734810 21-SEP-2012	4386868 20-AUG-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734824 21-SEP-2012	4328371 30-APR-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734832 21-SEP-2012	4328372 30-APR-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734834 21-SEP-2012	4328373 30-APR-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734843 21-SEP-2012	4398862 10-SEP-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734847 21-SEP-2012	4409903 01-OCT-2013	LIFETIME BRANDS, INC.	Registered
FRED FRED	85734856 21-SEP-2012	4405823 24-SEP-2013	LIFETIME BRANDS, INC.	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
FRED & FRIENDS FRED & FRIENDS	85734858 21-SEP-2012		LIFETIME BRANDS, INC.	Published (Pending)
TEATANIC TeaTanic	85724319 10-SEP-2012		LIFETIME BRANDS, INC.	Published (Pending)
REO REO	85697388 07-AUG-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
REO REO	85696513 06-AUG-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
REO REO	85696526 06-AUG-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
REO REO	85696533 06-AUG-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
HAMMERSMITH HAMMERSMITH	85618698 07-MAY-2012	4222040 09-OCT-2012	LIFETIME BRANDS, INC.	Registered
I DO I DO	85572895 19-MAR-2012	4221977 09-OCT-2012	LIFETIME BRANDS, INC.	Registered
GET HAPPY GET HAPPY	85561658 06-MAR-2012	4179569 24-JUL-2012	LIFETIME BRANDS, INC.	Registered
KIZMOS GET HAPPY KIZMOS GET HAPPY	85561341 06-MAR-2012	4179568 24-JUL-2012	LIFETIME BRANDS, INC.	Registered
L.C. GERMAIN LCGermain	85553556 27-FEB-2012		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
LOCK & STORE LOCK & STORE	85514014 11-JAN-2012	4310803 26-MAR-2013	LIFETIME BRANDS, INC.	Registered Supplemental Register

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner Name	Status
SAVORA SAVORA	85497138 16-DEC-2011		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
SAVORA	85979702 16-DEC-2011	4394079 27-AUG-2013	LIFETIME BRANDS, INC.	Registered
SAVORA SAVORA	85496576 15-DEC-2011		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
SAVORA SAVORA	85496654 15-DEC-2011		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
SAVORA SAVORA	85496670 15-DEC-2011		LIFETIME BRANDS, INC.	Published (Pending) Intent to Use
M-CUPS M-Cups	85278792 28-MAR-2011	4045004 25-OCT-2011	LIFETIME BRANDS, INC.	Registered
GET HAPPY GET HAPPY	85976481 02-MAR-2011	4147969 22-MAY-2012	LIFETIME BRANDS, INC.	Registered
KIZMOS GET HAPPY KIZMOS GET HAPPY	85976482 02-MAR-2011	4147970 22-MAY-2012	LIFETIME BRANDS, INC.	Registered
FRED FRED	78902834 07-JUN-2006	3227710 10-APR-2007	LIFETIME BRANDS, INC.	Registered
CE	75849835 16-NOV-1999	2417371 02-JAN-2001	LIFETIME BRANDS, INC.	Renewed (Registered)