

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YUM TOOLS, LLC		10/08/2014	LIMITED LIABILITY COMPANY: WASHINGTON
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	
Serial Number:	86140610	YUM TOOLS	
Serial Number:	86140627	ZEELER	
Registration Number:	4321581	ZIP ZESTER	
CORRESPONDENCE DATA			
Fax Number:	6318440081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	631-844-0080		
Email:	carrie@tb-iplaw.com		
Correspondent Name:	Tutunjian & Bitetto, P.C.		
Address Line 1:	425 Broadhollow Road		
Address Line 2:	Suite 302		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	655-503		
NAME OF SUBMITTER:	John G. Tutunjian		
SIGNATURE:	/John G. Tutunjian/		
DATE SIGNED:	11/19/2014		
Total Attachments: 3			
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EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter "Assignment of Trademarks") is made as of the 8th day of October, 2014 by and among, Lifetime Brands, Inc., with its corporate offices at 1000 Stewart Avenue, Garden City, New York 11530 (hereinafter "Lifetime") and Yum Tools, LLC, with its corporate address at 1940 124th Avenue NE, A-106, Bellevue Washington 98005 (hereinafter "Yum Tools").

WHEREAS, Lifetime and Yum Tools are parties to that certain Assignment Agreement dated as of October 8th, 2014 (hereinafter the "Agreement"); and

WHEREAS, in accordance with the Agreement, Yum Tools desires to transfer and assign to Lifetime, and Lifetime desires to accept from Yum Tools, Yum Tools' 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, Yum Tools hereby transfers and assigns to Lifetime, and Lifetime hereby accepts the transfer and assignment from Yum Tools, all of Yum Tools' 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.

Yum Tools 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, Yum Tools and Lifetime have each duly executed this Assignment of Trademarks as of date first set forth hereinabove.

YUM TOOLS, LLC

By: [Signature]
Name: BENJAMIN S WILLIS
Title: CEO

Accepted:

LIFETIME BRANDS, INC.

By: [Signature]
Name: Ronald Shifftan
Title: VICE CHAIRMAN + CEO

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

On this 10th day of October, 2014, before me, Ronald Shifftan, personally appeared Ronald Shifftan 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.

[Signature]
Notary Public

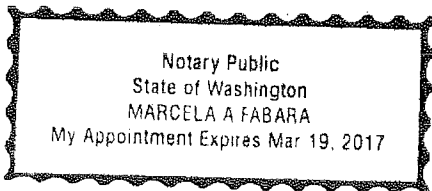
SARA A. SHINDEL
Notary Public, State of New York
No. 01SH5001085
Qualified in Nassau County
Commission Expires Aug. 31, 2018

State of Washington)
County of King) ss.:

On this 8th day of October, 2014, before me, Marcela A. Fabara, personally appeared Benjamin Willis, of Yum Tools, LLC 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.

[Signature]
Notary Public



SCHEDULE A

Assigned Trademarks

Mark: "Yum Tools"

U.S. Serial No.: 86140610

Filed: December 11, 2013

International Class: 008

Goods and Services: Hand tools for extracting flavoring from citrus fruit; hand tools for peeling and slicing fruits and vegetables

Mark: "Zeeler"

U.S. Serial No.: 86140627

Filed: December 11, 2013

International Class: 008

Goods and Services: Hand tools for extracting flavoring from citrus fruit; hand tools for peeling and slicing fruits and vegetables

Mark: "Zip Zester"

U.S. Registration No.: 4,321,581

Registered: April 16, 2013

International Class: 007

Goods and Services: Machine for extracting flavoring from citrus fruit