

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed and Barton Corporation		05/13/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Lenox Corporation		
Street Address:	1414 Radcliffe Street		
City:	Bristol		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1927438	LONGWOOD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-426-5553		
Email:	hiebert@samuelsTM.com		
Correspondent Name:	Timothy H. Hiebert		
Address Line 1:	Two International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110-4104		
ATTORNEY DOCKET NUMBER:	REED & BARTON		
NAME OF SUBMITTER:	Timothy H. Hiebert		
SIGNATURE:	/Timothy H. Hiebert/		
DATE SIGNED:	07/08/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this "Assignment"), is made and entered into as of May 13, 2015 (the "Effective Date"), by and among Reed and Barton Corporation, a Massachusetts corporation ("Assignor"), Lenox Corporation, a Delaware corporation ("Assignee"), and EMI, Inc., a Delaware corporation and a wholly owned subsidiary of Assignee ("EMI" and, collectively with Assignor and Assignee, the "Parties").

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of May 13, 2015 (the "Purchase Agreement"), by and among the Parties and, solely for purposes of Article 3 thereof, Verdolino & Lowey, P.C. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement. Pursuant to the Purchase Agreement, Assignor agreed to sell, assign and transfer to EMI, and EMI agreed to purchase and acquire from Assignor, the Purchased Intellectual Property, including without limitation as set forth on Exhibit A;

WHEREAS, in accordance with the terms and conditions of Section 12.6 of the Purchase Agreement, EMI has assigned to Assignee its right to purchase and acquire Assignor's rights and interest in and to the Purchased Intellectual Property;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign its rights with regard to all Purchased Intellectual Property, including without limitation as set forth on Exhibit A.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Assignment. In consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property, including (1) all domestic and foreign trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the trademarks and domain names listed on Exhibit A (the "Trademark Properties"), together with the goodwill of the business connected with the use of the Trademark Properties and symbolized by the Trademark Properties; (2) all rights to causes of action and remedies related to the Purchased Intellectual Property including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and (3) any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mask work protection law, moral rights law, trade secret law and any and all Intellectual Property, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized (collectively, "Intellectual Property Rights").

2. **Assumption.** Assignee hereby accepts Assignor's entire right, title and interest in and to the Purchased Intellectual Property, including any Intellectual Property Rights therein.

3. **Further Assurances; Limited Power of Attorney.** At Assignee's request and sole expense, Assignor shall promptly and without additional consideration execute any and all lawful agreements, assignments, contracts, copyright registration applications, instruments, patent applications, trademark registration applications, waivers of moral rights, and other documents and materials (including continuations, continuations in part, divisions, extensions or renewals) that Assignee, in its absolute and sole discretion, deems appropriate or necessary to apply for or to obtain copyright registrations, letters patent or trademark registrations of the United States or any foreign country, or to otherwise protect and/or secure Assignee's interest in the Purchased Intellectual Property and its Intellectual Property Rights therein (collectively, the "Assurance Documents"). If Assignee is unable for any reason to secure Assignor's signature for any of the Assurance Documents, Assignor hereby irrevocably appoints and designates Assignee, and its duly authorized representatives, as Assignor's agent and attorney-in-fact to (i) act for and on Assignor's behalf in connection with the Assurance Documents, (ii) to execute and file the Assurance Documents, and (iii) to do all other lawful acts to further the prosecution of the Assurance Documents with the same legal effect and force as if executed by Assignor. This appointment and designation contained in this Section 4 constitutes an irrevocable power of attorney coupled with an interest.

4. **Successors and Assigns.** This Assignment will inure to the benefit of the Assignee, its successors and assigns, and will bind Assignor and its successors and assigns.

5. **Incorporation.** This Assignment incorporates by reference all terms, conditions and limitations contained in the Purchase Agreement as modified or amended by the Sale Order, as applicable.

6. **Governing Law.** This Assignment will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of New York applicable to contracts made and to be performed within that state without regard to any of its principles of conflicts of laws or other laws that would result in the application of the laws of another jurisdiction.

7. **Severability.** If any term or provision of this Assignment will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and may be executed by delivery of a signed signature page hereto and a photostatic or facsimile copy of a signed signature page to or counterpart of this Assignment shall be given the same effect as the original.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

Assignee:

LENOX CORPORATION

By: _____

Name: _____

Title: _____

Assignor:

REED AND BARTON CORPORATION

By: _____

Name: _____

Title: _____

EMI:

EMI, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

Assignee:

LENOX CORPORATION

Assignor:

REED AND BARTON CORPORATION

By: _____

Name: _____

Title: _____

By:  _____

Name: Tom Riddie

Title: President & CEO

EMI:

EMI, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

Exhibit A

Purchased Intellectual Property

Patents:

None.

Trademark Registrations and Applications:

Mark	Country	Status	Number
1800	USA	Registered	1315462
18TH CENTURY	USA	Registered	1167005
AMERICAN FEDERAL	USA	Registered	1291899
ASHMONT	USA	Registered	1640256
BEL CHATEAU (stylized)	USA	Registered	1315464
BURGUNDY	USA	Registered	1180073
BURGUNDY	USA	Registered	1168972
CHRISTMAS CROSS	USA	Registered	1016831
CRESCENDO	USA	Registered	1620873
DRESDEN ROSE	USA	Registered	1167004
ELITE	USA	Registered	1350333
EMBASSY SCROLL (stylized)	USA	Registered	1173951
ENGLISH CHIPPENDALE	USA	Registered	1620872
EUREKA	USA	Registered	3525194
FRANCIS FIRST	USA	Registered	1169923
FRANCIS FIRST	USA	Registered	1170102
FRANCIS I	Canada	Registered	0443147
FRANCIS I	Mexico	Registered	0477266
Francis I Design	USA	Registered	1956087
FRENCH CHIPPENDALE	USA	Registered	1624483
HAMMERED ANTIQUE	USA	Registered	2060736
HAMPTON COURT	USA	Registered	1168090
LONGWOOD	USA	Registered	1927438
LOVE DISARMED	USA	Registered	2987566
LOVELAND ROSE	USA	Registered	1078880
LUNT	Canada	Registered	0284806
LUNT	USA	Registered	3131550
MIRRORSTELE (stylized)	USA	Registered	0221378
MODERN VICTORIAN	USA	Registered	0628672
POINTED ANTIQUE	USA	Registered	1167006

Mark	Country	Status	Number
R (and design)	USA	Registered	0513820
R+B Everyday Logo	USA	Registered	3658877
REED & BARTON	Argentina	Registered	2540453
REED & BARTON	Australia	Registered	0850579
REED & BARTON	Bermuda	Registered	032224
REED & BARTON	Brazil	Registered	823201813
REED & BARTON	Canada	Registered	0276010
REED & BARTON	China	Registered	828620
REED & BARTON	EU	Registered	1849587
REED & BARTON	Germany	Registered	827663
REED & BARTON	Hong Kong	Registered	6859/2001
REED & BARTON	India	Registered	1446048
REED & BARTON	Indonesia	Registered	IDM000039317
REED & BARTON	Israel	Registered	142244
REED & BARTON	Italy	Registered	1145311
REED & BARTON	Japan	Registered	1565257
REED & BARTON	Mexico	Registered	477267
REED & BARTON	Puerto Rico	Registered	49394
REED & BARTON	South Korea	Registered	338020
REED & BARTON	Switzerland	Registered	480997
REED & BARTON	Taiwan	Registered	957676
REED & BARTON	USA	Registered	2500505
REED & BARTON	USA	Registered	516256
REED & BARTON HERITAGE COLLECTION	USA	Registered	4449093
REED & BARTON LUXE COLLECTION	USA	Pending	86396355
REEDANDBARTON.COM	USA	Registered	4286615
RICHMOND	USA	Registered	1602358
SILVER MAGIC	USA	Registered	0840697
SILVER SAFARI	USA	Registered	2028301
SOHO	USA	Registered	1650178
SPANISH BAROQUE	USA	Registered	1168973
TARA	USA	Registered	0619049
TEMPO	USA	Registered	4374340
WILLIAM & MARY	USA	Registered	0534320
WOODWIND	USA	Registered	1,435,319

Unregistered Trademarks: