# CH \$340.00 086717

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM392475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lifetime Brands, Inc.		07/25/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark	
Registration Number:	0867174	RWP	
Registration Number:	0884447	RWP	
Registration Number:	0883160	ARMETALE	
Registration Number:	1028569	RWP	
Registration Number:	1040944	COUNTRY FRENCH	
Registration Number:	1042092	ARMETALE	
Registration Number:	1897896	WILTON ARMETALE	
Registration Number:	2262372	ELEGANT. YET, SO PRACTICAL.	
Registration Number:	2373687	AMERICAN INSPIRATIONS	
Registration Number:	3720021	INSPIRATIONS	
Registration Number:	2810713	REGGAE	
Registration Number:	3216637	GOURMET	
Registration Number:	1370949	ARMETALE	

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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.

**Phone:** 3129932647

**Email:** zeynep.gieseke@lw.com

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900372316

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0047
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	07/25/2016

#### **Total Attachments: 5**

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#### 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 July 25, 2016, 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 January 13, 2014 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

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 January 13, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the Trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), 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) <u>Definitions</u>. All capitalized terms used and not otherwise 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 the 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.

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- (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 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) <u>Counterparts</u>. 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) <u>Governing Law</u>. 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:

Title:

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JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name: Robert A. Kaulius Title: Authorized Officer

Signature Page to Supplemental Confirmatory Grant of Security Interest in United States Trademarks

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# SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

## Exhibit A

# **Trademarks and Trademark Applications**

## (1) United States Trademarks

# (A) Registrations

Owner	Registration Number	Trademark
LIFETIME BRANDS, INC.	0867174	RWP
LIFETIME BRANDS, INC.	0884447	RWP
LIFETIME BRANDS, INC.	0883160	ARMETALE
LIFETIME BRANDS, INC.	1028569	RWP
LIFETIME BRANDS, INC.	1040944	COUNTRY FRENCH
LIFETIME BRANDS, INC.	1042092	ARMETALE
LIFETIME BRANDS, INC.	1897896	WILTON ARMETALE
LIFETIME BRANDS, INC.	2262372	ELEGANT. YET, SO PRACTICAL
LIFETIME BRANDS, INC.	2373687	AMERICAN INSPIRATIONS
LIFETIME BRANDS, INC.	3720021	INSPIRATIONS
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LIFETIME BRANDS, INC.	3216637	GOURMET
LIFETIME BRANDS, INC.	1370949	ARMETALE

# (B) Applications

None.

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**RECORDED: 07/25/2016**