

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFALTZGRAFF FACTORY STORES, INC.		03/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	277 Park Avenue, 22nd Floor, Attn: ABL Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1278990	FITZ AND FLOYD	
Registration Number:	1070624	FF	
Registration Number:	1677664	FF	
Registration Number:	3277029	GOURMET BY FITZ AND FLOYD	
Registration Number:	3506710	EVERYDAY WHITE PORCELAIN	
Registration Number:	3219067	EVERYDAY WHITE	
Registration Number:	4421360	EVERYDAY WHITE	
Registration Number:	4418680	EVERYDAY COLOR	
Registration Number:	4488094	NEVAEH WHITE	
Registration Number:	2882712	GLASS MENAGERIE	
Registration Number:	1852134	SEASONS	
Registration Number:	2381534	SEASONS	
Registration Number:	2769121	ONE LOOK AND YOU KNOW	
Serial Number:	87458591	EVERYDAY WHITE PORCELAIN	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

CH \$365.00 1278990

Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 330 North 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: 03/05/2018

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of March 2, 2018 by and from PFALTZGRAFF FACTORY STORES, 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, Lifetime Brands, Inc., a Delaware corporation (“Borrower”), certain Subsidiaries of Borrower, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

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

WHEREAS, Borrower and certain Subsidiaries of Borrower have entered into an ABL 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 Confirmatory 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 Confirmatory 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 Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. 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 Confirmatory 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 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 Confirmatory 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 Confirmatory 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.

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

GRANTOR:

PEALTZGRAFF FACTORY STORES, INC.,

By: 

Name: Laurence Winoker

Title: Senior Vice President -- Finance and
Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Registered Trademarks

Owner	Trademark	Registration #	Registration Date
Pfaltzgraff Factory Stores, Inc.	FITZ AND FLOYD	1,278,990	05/22/84
Pfaltzgraff Factory Stores, Inc.	FF	1,070,624	08/02/77
Pfaltzgraff Factory Stores, Inc.	FF (FF OVER FF DESIGN)	1,677,664	03/03/92
Pfaltzgraff Factory Stores, Inc.	GOURMET BY FITZ AND FLOYD	3,277,029	08/07/07
Pfaltzgraff Factory Stores, Inc.	EVERYDAY WHITE PORCELAIN	3,506,710	09/23/08
Pfaltzgraff Factory Stores, Inc.	EVERYDAY WHITE	3,219,067	03/13/07
Pfaltzgraff Factory Stores, Inc.	EVERYDAY WHITE	4,421,360	10/22/13
Pfaltzgraff Factory Stores, Inc.	EVERYDAY COLOR	4,418,680	10/15/13
Pfaltzgraff Factory Stores, Inc.	NEVAEH WHITE	4,488,094	02/25/14
Pfaltzgraff Factory Stores, Inc.	GLASS MENAGERIE	2,882,712	09/07/04
Pfaltzgraff Factory Stores, Inc.	SEASONS	1,852,134	09/06/94
Pfaltzgraff Factory Stores, Inc.	SEASONS	2,381,534	08/29/00
Pfaltzgraff Factory Stores, Inc.	ONE LOOK AND YOU KNOW	2,769,121	09/30/03
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Pending Applications:

Owner Name	Mark	Application #
Pfaltzgraff Factory Stores, Inc.	Everyday White Porcelain (+ Design)	87/458,591