

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Taylor Precision Products, Inc.		03/02/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	277 Park Avenue, 22nd Floor, Attn: ABL Portfolio Manager		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10172		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1220662	BIG AND BOLD	
<b>Registration Number:</b>	639634	BI-THERM	
<b>Registration Number:</b>	2230094	CLEAR-VU	
<b>Registration Number:</b>	3722041	CONNOISSEUR	
<b>Registration Number:</b>	2484124	COOK-RITE	
<b>Registration Number:</b>	4254804	COOK-RITE	
<b>Registration Number:</b>	3350396	EAT SMART	
<b>Registration Number:</b>	3411130	FLIPTOP	
<b>Registration Number:</b>	4264886	GREEN LIVING BY TAYLOR	
<b>Registration Number:</b>	4864454	GRILLING TOOLS PRODUCED WITH GREAT TASTE	
<b>Registration Number:</b>	280982	HUMIDIGUIDE	
<b>Registration Number:</b>	2961456	LEADING THE WAY IN ACCURACY	
<b>Registration Number:</b>	1295788	METRO	
<b>Registration Number:</b>	1713243	METRO	
<b>Registration Number:</b>	4861006	OMG!	
<b>Registration Number:</b>	2905210	PERMACOLOR	
<b>Registration Number:</b>	4216627	PLAN & PREP	
<b>Registration Number:</b>	3403209	RABBIT	
<b>Registration Number:</b>	3620484	RABBIT	

OP \$1140.00 1220662

Property Type	Number	Word Mark
Registration Number:	4796170	SMARTRACK
Registration Number:	1686306	SPRINGFIELD
Registration Number:	1099339	SPRINGFIELD
Registration Number:	2261430	SPRINGFIELD
Registration Number:	314945	TAYLOR
Registration Number:	2914144	TAYLOR
Registration Number:	626182	TAYLOR
Registration Number:	2272833	TAYLOR
Registration Number:	2362880	TAYLOR
Registration Number:	5051285	TAYLOR AMERICA'S LEADING BATH SCALE
Registration Number:	198350	TEMPRITE
Registration Number:	3090305	TEMPRITE
Registration Number:	4503144	TRAVELWISE
Registration Number:	2296594	TRU TEMP
Registration Number:	3224467	TRUTEMP
Registration Number:	3524942	V-GAUGE
Registration Number:	1617496	WEIGHTMINDER
Registration Number:	2016257	WEIGHTRACKER
Registration Number:	3314605	WINE-TO-GO
Registration Number:	3327320	TEMPSAVER
Registration Number:	3309524	TAYLOR WEEKEND WARRIOR
Registration Number:	3280904	WEEKEND WARRIOR
Registration Number:	2355678	IMAGE GALLERY
Registration Number:	2100285	FITNESSMINDER
Registration Number:	5262414	D.STIL
Serial Number:	87252453	FILAMENT BRANDS

**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

**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

<b>SIGNATURE:</b>	/zg/
<b>DATE SIGNED:</b>	03/06/2018
<b>Total Attachments: 5</b> source=Trademark Grant (Taylor Precision Products, Inc.) ABL#page1.tif source=Trademark Grant (Taylor Precision Products, Inc.) ABL#page2.tif source=Trademark Grant (Taylor Precision Products, Inc.) ABL#page3.tif source=Trademark Grant (Taylor Precision Products, Inc.) ABL#page4.tif source=Trademark Grant (Taylor Precision Products, Inc.) ABL#page5.tif	

**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 TAYLOR PRECISION PRODUCTS, 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 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:

TAYLOR PRECISION PRODUCTS, INC.

By: 

Name: Ronald Shiftan

Title: Vice Chairman

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Trademark Registrations:

<b>Owner</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
Taylor Precision Products, Inc.	BIG AND BOLD	1220662	12/21/82
Taylor Precision Products, Inc.	BI-THERM	639634	01/08/57
Taylor Precision Products, Inc.	CLEAR-VU	2230094	03/09/99
Taylor Precision Products, Inc.	CONNOISSEUR	3722041	12/08/09
Taylor Precision Products, Inc.	COOK-RITE	2484124	09/04/01
Taylor Precision Products, Inc.	COOK-RITE	4254804	12/04/12
Taylor Precision Products, Inc.	EAT SMART	3350396	12/04/07
Taylor Precision Products, Inc.	FLIPTOP	3411130	04/08/08
Taylor Precision Products, Inc.	GREEN LIVING BY TAYLOR	4264886	12/25/12
Taylor Precision Products, Inc.	GRILLING TOOLS PRODUCED WITH GREAT TASTE!	4864454	12/01/15
Taylor Precision Products, Inc.	HUMIDIGUIDE	280982	03/03/31
Taylor Precision Products, Inc.	LEADING THE WAY IN ACCURACY	2961456	06/07/05
Taylor Precision Products, Inc.	METRO	1295788	09/18/84
Taylor Precision Products, Inc.	METRO	1713243	09/08/92
Taylor Precision Products, Inc.	OMG!	4861006	11/24/15
Taylor Precision Products, Inc.	PERMACOLOR	2905210	11/23/04
Taylor Precision Products, Inc.	PLAN & PREP and Design	4216627	10/02/12
Taylor Precision Products, Inc.	RABBIT	3403209	05/25/08
Taylor Precision Products, Inc.	RABBIT	3620484	05/12/09
Taylor Precision Products, Inc.	SMARTRACK and Design	4796170	08/18/15
Taylor Precision Products, Inc.	SPRINGFIELD	1686306	05/12/92
Taylor Precision Products, Inc.	SPRINGFIELD	1099339	08/15/78
Taylor Precision Products, Inc.	SPRINGFIELD and Design	2261430	07/13/99
Taylor Precision Products, Inc.	TAYLOR	314945	07/10/34
Taylor Precision Products, Inc.	TAYLOR	2914144	12/28/04
Taylor Precision Products, Inc.	TAYLOR (Stylized)	626182	05/01/56
Taylor Precision Products, Inc.	TAYLOR (Stylized)	2272833	08/24/99
Taylor Precision Products, Inc.	TAYLOR (Stylized)	2362880	06/27/00
Taylor Precision Products, Inc.	TAYLOR AMERICA'S LEADING BATH SCALE	5051285	09/27/16
Taylor Precision Products, Inc.	TEMPRITE	198350	05/12/25
Taylor Precision Products, Inc.	TEMPRITE (Block Form)	3090305	05/09/06
Taylor Precision Products, Inc.	TRAVELWISE	4503144	03/25/14
Taylor Precision Products, Inc.	TRU TEMP	2296594	11/30/99

Taylor Precision Products, Inc.	TRU TEMP	3224467	04/03/07
Taylor Precision Products, Inc.	V-GAUGE	3524942	10/28/08
Taylor Precision Products, Inc.	WEIGHTMINDER	1617496	10/16/90
Taylor Precision Products, Inc.	WEIGHTRACKER	2016257	11/12/96
Taylor Precision Products, Inc.	WINE-TO-GO	3314605	10/16/07
Taylor Precision Products, Inc.	TEMPSAVER	3327320	10/30/2007
Taylor Precision Products, Inc.	TAYLOR WEEKEND WARRIOR	3309524	10/9/2007
Taylor Precision Products, Inc.	WEEKEND WARRIOR	3280904	8/14/2007
Taylor Precision Products, Inc.	IMAGE GALLERY	2355678	6/6/2000
Taylor Precision Products, Inc.	FITNESSMINDER	2100285	9/23/1997
Taylor Precision Products, Inc.	D.STIL	5262414	8/8/2017

Trademark Applications:

Owner Name	Mark	Application #
Taylor Precision Products, Inc.	Filament Brands	87/252453