

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HLC HOLDING, INC		03/24/2020	Corporation: DELAWARE
THE HOMER LAUGHLIN CHINA COMPANY		03/24/2020	Corporation: DELAWARE
THE HALL CHINA COMPANY		03/24/2020	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	STEELITE INTERNATIONAL U.S.A. Inc.
<b>Street Address:</b>	154 Keystone Drive
<b>City:</b>	New Castle
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	16105
<b>Entity Type:</b>	Corporation: NEW JERSEY

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
<b>Registration Number:</b>	1828315	
<b>Registration Number:</b>	1824451	GOTHIC
<b>Registration Number:</b>	1830391	SEVILLE
<b>Registration Number:</b>	1702524	LYRICA
<b>Registration Number:</b>	1956277	AMERIWHITE
<b>Registration Number:</b>	1957774	PRISTINE
<b>Registration Number:</b>	1962009	ALPHALAIN
<b>Registration Number:</b>	2043775	MILFORD
<b>Registration Number:</b>	3209733	PESTO
<b>Registration Number:</b>	3181953	ALEXA
<b>Registration Number:</b>	3204609	ALEXA
<b>Registration Number:</b>	3235380	RE-21
<b>Registration Number:</b>	3651604	THE HOMER LAUGHLIN CHINA COMPANY
<b>Registration Number:</b>	3370008	HLC
<b>Registration Number:</b>	3338364	THE HOMER LAUGHLIN CHINA CO.
<b>Registration Number:</b>	3485993	FLIPSIDE
<b>Registration Number:</b>	3493632	FLIPSIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3762027	KENSINGTON
Registration Number:	4101259	BOSQUE
Registration Number:	4369158	YOU'LL LIKE WHAT WE BRING TO THE TABLE
Registration Number:	4369157	HLC
Registration Number:	1734880	HALL
Registration Number:	1739893	HALL
Registration Number:	4616028	ARCTIC WHITE
Registration Number:	4810848	ARCTIC WHITE
Registration Number:	5058628	NADIA
Registration Number:	5058844	NADIA
Registration Number:	5614262	AURORA
Registration Number:	5215226	BROWNFIELD
Registration Number:	5323826	FOUNDRY
Registration Number:	5335526	CAFÉ ROBUSTA
Registration Number:	5741927	SEPIA
Registration Number:	5741928	COPPER
Registration Number:	5684159	FRESCO
Registration Number:	5783291	GALA
Registration Number:	5893399	AMERICANA
Registration Number:	1601430	HALL EXPRESS SERVICE
Serial Number:	88476657	SUPER EXPRESS SERVICE
Registration Number:	4960603	GENUINE MANUFACTURER
Registration Number:	4906328	GENUINE MANUFACTURER

**CORRESPONDENCE DATA**

Fax Number: 6196967124

*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: (202) 399-1009

Email: IPDocket@grsm.com

Correspondent Name: GORDON REES SCULLY MANSUKHANI LLP

Address Line 1: 101 WEST BROADWAY

Address Line 2: SUITE 1600

Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER: Howard N. Shipley

SIGNATURE: /Howard N. Shipley/

DATE SIGNED: 04/29/2020

Total Attachments: 7

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## ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is made and entered into as of March 24, 2020, by and between HLC Holding, Inc., a Delaware corporation ("HLC"), The Homer Laughlin China Company, a Delaware corporation ("Homer"), and The Hall China Company, an Ohio corporation ("Hall," collectively with HLC and Homer, the "Seller," and with Homer only, the "Operating Companies"), and Steelite International U.S.A. Inc., a New Jersey corporation ("Buyer"). Capitalized terms used but not defined herein have the meanings attributed to them in the Asset Purchase Agreement (as defined below).

Pursuant to Section 1.1 of the Asset Purchase Agreement dated as of March 24, 2020, between Seller and Buyer (the "Asset Purchase Agreement"), Seller has agreed to sell, transfer, assign, convey, and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, free and clear of all Liens, except for such Liens that are specifically consented to in writing by Buyer, all of the Acquired Assets (including Business Proprietary Rights, but excluding Excluded Business Proprietary Rights).

**NOW, THEREFORE,** in consideration of the premises and the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. This Assignment is executed, delivered and accepted pursuant to, and is subject to, the Asset Purchase Agreement. The Asset Purchase Agreement shall at all times govern the rights and duties of the parties with respect to the Business Proprietary Rights, and all interested parties are hereby given notice of its existence. If there is any conflict between the terms and provisions of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

2. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Seller hereby irrevocably sells, transfers, assigns, conveys and delivers to Buyer, free and clear of all Liens, except for such Liens that are specifically consented to in writing by Buyer, all of Seller's right, title and interest in and to (a) the Business Proprietary Rights, including, but not limited to, the entire right, title and interest in and to the trademarks and copyrights applied for and/or registered as set forth in Schedule A, including any and all goodwill associated with any trademark hereto, (b) all income and royalties hereafter due or payable to Seller with respect to the Business Proprietary Rights, (c) all damages and payments for past or future infringements and misappropriations of the Business Proprietary Rights, (d) all rights to sue for past, present and future infringements or misappropriations of the Business Proprietary Rights, all for Buyer's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Business Proprietary Rights, and including any priority right that may have arisen from Seller's use of the Business Proprietary Rights and/or prior ownership of the registration for such Business Proprietary Rights) and (e) all other intangible Acquired Assets (including contracts) contemplated by the Asset Purchase Agreement.

3. The terms of the Asset Purchase Agreement, including but not limited to provisions concerning severability, construction, enforcement, further assurances, assignment and governing law are incorporated herein by this reference.

4. This Assignment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

5. This Assignment may be amended, or any provision of this Assignment may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by Buyer and Seller. The waiver by any party hereto of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any other breach.

6. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signature pages of counterparts may be exchanged by facsimile or by electronic transmittal of scanned images thereof.

7. Seller agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Buyer pursuant to this Assignment. In the event that Seller commits any material breach with respect to the collection or reduction to possession of any of the Business Proprietary Rights after any applicable notice and cure period as provided pursuant to the Purchase Agreement, Seller hereby appoints Buyer and its successors and assigns as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Business Proprietary Rights and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment as of the date first written above.

**HLC HOLDING, INC.**

By: Elizabeth W. McLean  
Name: ELIZABETH W. MCLEAN  
Title: President + CEO

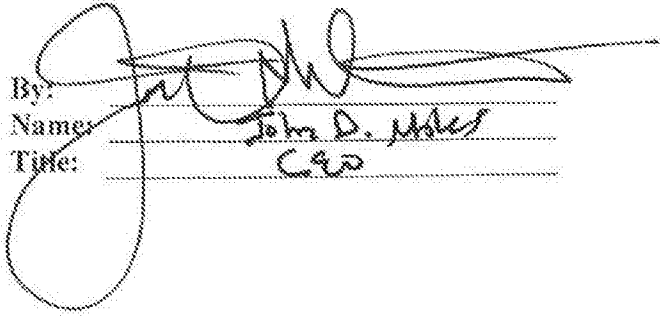
**THE HOMER LAUGHLIN CHINA COMPANY**

By: Elizabeth W. McLean  
Name: Elizabeth W. McLean  
Title: President + CEO

**THE HALL CHINA COMPANY**

By: Elizabeth W. McLean  
Name: ELIZABETH W. MCLEAN  
Title: President + CEO

STEELITE INTERNATIONAL U.S.A. INC.

By:   
Name: John D. Miller  
Title: CEO

[Signature Page to Assignment of Proprietary Rights]

## SCHEDULE A

### 1. Trademark Registrations

<b>Registration Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
LOGO (Fleur-d'-lis)	1,828,315	March 29, 1994
GOTHIC	1,824,451	March 1, 1994
SEVILLE	1,830,391	April 12, 1994
LYRICA	1,702,524	July 21, 1992
AMERIWHITE	1,956,277	February 13, 1996
PRISTINE	1,957,774	February 20, 1996
ALPHALAIN	1,962,009	March 12, 1996
MILFORD	2,043,775	March 11, 1997
PESTO	3,209,733	February 13, 2007
ALEXA (Text)	3,181,953	December 5, 2006
ALEXA (Stylized)	3,204,609	January 30, 2007
RE-21	3,235,380	April 24, 2007
THE HOMER LAUGHLIN CHINA COMPANY	3,651,604	July 7, 2009
HLC	3,370,008	January 15, 2008
NEW LOGO (Text & Fleur-d'-lis)	3,338,364	November 20, 2007
FLIPSIDE (Plain Text)	3,485,993	August 12, 2008
FLIPSIDE (Stylized)	3,493,632	August 26, 2008
KENSINGTON	3,762,027	March 23, 2010
BOSQUE	4,101,259	February 21, 2012
YOU'LL LIKE WHAT WE BRING TO THE TABLE	4,369,158	July 16, 2013
HLC (Logo)	4,369,157	July 16, 2013
HALL	1,734,880	October 24, 1992
HALL	1,739,893	December 15, 1992
ARCTIC WHITE (Text)	4,616,028	October 7, 2014
ARCTIC WHITE (Logo)	4,810,848	September 15, 2015
NADIA (Text)	5,058,628	October 11, 2016
NADIA (Logo)	5,058,844	October 11, 2016



AURORA	5,614,262	November 27, 2018
BROWNFIELD	5,215,226	May 30, 2017
FOUNDRY	5,323,826	October 31, 2017
CAFÉ ROBUSTA	5,335,526	November 14, 2017
SEPIA	5,741,927	April 30, 2019
COPPER	5,741,928	April 30, 2019
FRESCO	5,684,159	February 26, 2019
GALA	5,783,291	June 18, 2019
AMERICANA	5,893,399	October 22, 2019
SUPER EXPRESS SERVICE	88/476,657	June 17, 2019
HALL EXPRESS SERVICE	1,601,430	June 21, 1990
KENILWORTH	3,485,808	August 12, 2008
HALL and Design (Canada)	TMA227199	April 14, 1978
HALL and Design (Canada)	TMA227200	April 14, 1978
GENUINE MANUFACTURER	4,960,603	May 17, 2016
GENUINE MANUFACTURER	4,906,328	February 23, 2016

## 2. Copyright Registrations

Registration Name	Registration Number	Registration Date
Allyssa : [no.] BC1360.	VAu000148167	1989
Allyssa : [no.] H-3672-1/BC1360.	VAu000143206	1988
Arcadia : [no.] BC1402.	VAu000149425	1989
Backstamp design.	VAu000143996	1988
BC1587.	VAu000216801	1991
Chowning's Tavern.	VAu000207118	1991
Christiana Campbell's Tavern.	VAu000207117	1991
Contour.	VAu000216186	1991
Coville : [no.] BE1345.	VAu000130338	1988
Dora : [no.] H4816.	VAu000182343	1990

Energy : no. 1750.	VAu000266704	1993
English rose : [no.] BC1120.	VA0000196517	1985
Fabrique : [no.] BC-1304.	VA0000306036	1987
Golden Cairo : no. 3763.	VAu000297111	1994
Golden frost : no. 1788.	VAu000290193	1994
H4338-1.	VAu000189674	1990
HLC backstamp.	VAu000239581	1992
HLC Roadshow.	VAu000595895	2003
Hometown heroes.	VAu000542917	2002
King's Arms Tavern.	VAu000210446	1991
Kiwi : [no.] BE1346.	VAu000130337	1988
Lotus : no. 1781.	VAu000279812	1993
Lyrice.	VAu000202719	1991
Lyrice.	VAu000182240	1990
Marlbrough : no. BC-1762.	VAu000287370	1993
Noble : [no.] BE1349.	VAu000130339	1988
Paradise : no. 3756.	VAu000296908	1994
Pink sage : [no.] BC1347.	VAu000130341	1988
Plums: no. H5050.	VAu000205110	1991
Pompeii : no. H-6464-1.	VAu000266497	1993
Pyramid : no. 1777.	VAu000287371	1993
Rosemaling.	VAu000300803	1994
Royale.	VAu000130335	1988
Sandlewood : [no.] BE1350.	VAu000130340	1988
Sea shell : [no.] BC-1273.	VA0000306037	1986
Seattle : no. H-4480.	VAu000227869	1992
Settings.	VAu000508212	2000
Shields Tavern.	VAu000210447	1991
Tamara : [no.] H4673.	VAu000186363	1990
Thistle.	VAu000555288	2002
Trill[i]um.	VAu000188282	1990
Wild rose : [no.] BE1348.	VAu000130336	1988
Hall China Catalog	V3627D382	1984
Banyan BC1587	Vau000192936	1991
The Hall China Company	TX0001443149	1984