

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corelle Brands (GHC), LLC (f/k/a World Kitchen (GHC), LLC)		10/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78352341	BEST MADE CUTTING TOOLS IN THE WORLD	
Serial Number:	85871170	CENTURION	
Serial Number:	78466178	INSIGNIA 2	
Serial Number:	74281286	MAGNALITE	
Serial Number:	71374261	MAGNALITE	
Serial Number:	78327623	MAGNASHARP	
Serial Number:	74259216	METROPOLITAN	
Serial Number:	75929916	PRO-LOAD	
Serial Number:	74405676	TAPER GRIND	
Serial Number:	73576576	THE WALNUT TRADITION	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		

OP \$265.00 78352341

Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	049133-0327
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/09/2020
Total Attachments: 15 source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page1.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page2.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page3.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page4.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page5.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page6.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page7.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page8.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page9.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page10.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page11.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page12.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page13.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page14.tif source=Newton - US Trademark Security Agreement [Executed](118209180.1)#page15.tif	

US Trademark Security Agreement

US Trademark Security Agreement, dated as of October 9, 2020 (this "Trademark Security Agreement"), by CORELLE BRANDS HOLDINGS INC. (f/k/a WKI HOLDINGS COMPANY, INC.), a Delaware corporation, CORELLE BRANDS(GHC) LLC (f/k/a WORLD KITCHEN (GHC), LLC), a Delaware limited liability company, CORELLE BRANDS LLC (f/k/a WORLD KITCHEN, LLC), a Delaware limited liability company and EKCO HOUSEWARES, INC., a Delaware corporation (individually, a "Grantor", and, collectively, the "Grantors"), in favor of Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Grantors are party to a US Security Agreement dated as of October 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) Trademarks of such Grantor listed on Schedule I attached hereto, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) extensions and renewals thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, dilutions, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term "Trademark Collateral" shall not include, any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to

the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Section 4. Termination. On the Termination Date or as otherwise set forth in **Error! Reference source not found.** of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

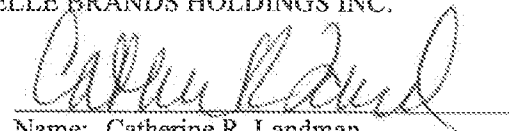
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORELLE BRANDS HOLDINGS INC.

By:



Name: Catherine R. Landman

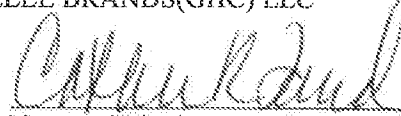
Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORELLE BRANDS(GHC) LLC

By:



Name: Catherine R. Landman

Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORELLE BRANDS LLC

By:



Name: Catherine R. Landman

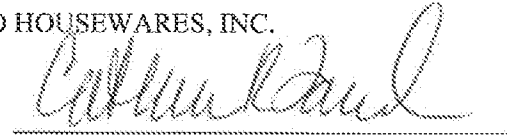
Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EKCO HOUSEWARES, INC.

By:

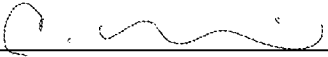


Name: Catherine R. Landman

Title: Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Christopher Marino
Title: Director & Vice President

[Signature Page to US ABL Trademark Security Agreement]

TRADEMARK
REEL: 007073 FRAME: 0627

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT
US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

* Property is held in the name WKI Holding Company, Inc.. Record ownership to be updated with the USPTO to Corelle Brands Holdings Inc.

** Property is held in the name World Kitchen, LLC. Record ownership to be updated with the USPTO to Corelle Brands LLC

***Property is held by World Kitchen (GHC), LLC. Record ownership to be updated with USPTO to Corelle Brands (GHC), LLC

****Property is held by Snapware Corporation. Record ownership to be updated with USPTO to Corelle Brands LLC

U.S. Trademark Registrations and Applications:

Trademark	Owner	Application Number	Application Date	Registration Number	Registration Date
4LOCK	WKI Holding Company, Inc.*	86474543	8 Dec 2014	5171987	28 Mar 2017
600 SERIES	WKI Holding Company, Inc.*	87170053	13 Sep 2016	5313215	17 Oct 2017
AVONDALE	WKI Holding Company, Inc.*	86580989	30 Mar 2015	4979389	14 Jun 2016
BAKE IT GIFT IT	WKI Holding Company, Inc.*	87183373	26 Sep 2016	5318456	24 Oct 2017
BAKE, SERVE, STORE.	WKI Holding Company, Inc.*	85725183	11 Sep 2012	4522733	29 Apr 2014
BEST MADE CUTTING TOOLS IN THE WORLD	World Kitchen (GHC), LLC***	78352341	15 Jan 2004	2923089	1 Feb 2005
BOUTIQUE	Corelle Brands Holdings Inc.	85736855	24 Sep 2012	4377731	30 Jul 2013
BOUTIQUE	WKI Holding Company, Inc.*	86216006	10 Mar 2014	4765457	30 Jun 2015
CENTURION	World Kitchen (GHC), LLC***	85871170	8 Mar 2013	4442823	3 Dec 2013
CHICAGO CUTLERY	WKI Holding Company, Inc.*	73251163	25 Feb 1980	1220606	21 Dec 1982
CHICAGO CUTLERY	WKI Holding Company, Inc.*	77173199	4 May 2007	3790548	18 May 2010
CHICAGO CUTLERY KNIFE LOGO	WKI Holding Company, Inc.*	87004759	18 Apr 2016	5238033	4 Jul 2017
CLEAN PAN	WKI Holding Company, Inc.*	86873352	12 Jan 2016	5224822	13 Jun 2017

COPPER CONFIDENCE CORE	WKI Holding Company, Inc.*	86873354	12 Jan 2016	5346863	28 Nov 2017
CORELLE	CORELLE BRANDS HOLDINGS INC.	85341353	8 Jun 2011	4302064	12 Mar 2013
CORELLE	CORELLE BRANDS HOLDINGS INC.	72285398	22 Nov 1967	0861362	3 Dec 1968
CORELLE	WKI Holding Company, Inc.*	86216007	10 Mar 2014	4765458	30 Jun 2015
CORELLE	WKI Holding Company, Inc.*	76374569	21 Feb 2002	2836962	27 Apr 2004
CORELLE COORDINATES	WKI Holding Company, Inc.*	74231224	17 Dec 1991	1801573	26 Oct 1993
CORELLE COORDINATES	WKI Holding Company, Inc.*	86973066	12 Apr 2016	5365650	26 Dec 2017
CORELLE LIFE PROOF PLATES	WKI Holding Company, Inc.*	87390066	29 Mar 2017		
CORNFLOWER	CORELLE BRANDS HOLDINGS INC.	87502445	23 Jun 2017	5612883	20 Nov 2018
CORNFLOWER Design (Horizontal)	WORLD KITCHEN, LLC**	72181965	27 Nov 1963	0892030	2 Jun 1970
CORNFLOWER Design (New 2014 Logo)	CORELLE BRANDS LLC	86340444	17 Jul 2014	4787265	4 Aug 2015
DAMEN	WKI Holding Company, Inc.*	85724917	10 Sep 2012	4632873	4 Nov 2014
DESIGN PRO	WKI Holding Company, Inc.*	85226450	26 Jan 2011	4511059	8 Apr 2014
DURABLE & LONG LASTING	WKI Holding Company, Inc.*	86266382	29 Apr 2014	4860469	24 Nov 2015
DURABLE VITRELLE 3 LAYER GLASS BREAK & CHIP RESISTANT	WKI Holding Company, Inc.*	85595136	11 Apr 2012	4433318	12 Nov 2013

DURABLE VITRELLE BREAK & CHIP RESISTANT DISHWASHER SAFE MICROWAVE SAFE SPACE SAVING 3 LAYER VITRELLE GLASS 3 YEAR LIMITED WARRANTY GARANTIE LIMITEE DE 3 ANS GARANTIA LIMITADA POR 3 AÑOS	WKI Holding Company, Inc.*	85907383	17 Apr 2013	4689243	17 Feb 2015
EASY GRAB	WKI Holding Company, Inc.*	77961880	18 Mar 2010	3967479	24 May 2011
EASY STORE	WKI Holding Company, Inc.*	85770649	2 Nov 2012	4370263	16 Jul 2013
EKCO	WKI Holding Company, Inc.*	85159526	22 Oct 2010	4490105	4 Mar 2014
ELSTON	WKI Holding Company, Inc.*	85724921	10 Sep 2012	4370245	16 Jul 2013
ENDURANCE	WKI Holding Company, Inc.*	87066440	9 Jun 2016	5302625	3 Oct 2017
ENGINEERED FOR DURABILITY, DESIGNED FOR STYLE	WKI Holding Company, Inc.*	85835513	29 Jan 2013	4515959	15 Apr 2014
ENTERTAIN-A-BOWLS	WKI Holding Company, Inc.*	86569960	19 Mar 2015	4979325	14 Jun 2016
ENTER-TAINERS	WKI Holding Company, Inc.*	87165152	8 Sep 2016	5444158	10 Apr 2018
ETCH	WKI Holding Company, Inc.*	77959875	16 Mar 2010	4064029	29 Nov 2011

FRENCH WHITE	CORELLE BRANDS LLC	73393523	29 Sep 1982	1278082	15 May 1984
FRENCH WHITE	CORELLE BRANDS LLC	78301188	16 Sep 2003	2984018	9 Aug 2005
FRENCH WHITE CAST ALUMINUM	CORELLE BRANDS LLC	86289392	22 May 2014	4818985	22 Sep 2015
French White fluted design	CORELLE BRANDS LLC	78385152	16 Mar 2004	2992000	6 Sep 2005
French White fluted mug design	WKI Holding Company, Inc.*	76671227	8 Jan 2007	3337779	20 Nov 2007
FROSTED ADVANTAGE	WKI Holding Company, Inc.*	86839533	4 Dec 2015	4993428	5 Jul 2016
GRAB-IT	CORELLE BRANDS LLC	78342957	18 Dec 2003	3002774	27 Sep 2005
HAND SAVER	WKI Holding Company, Inc.*	78758560	21 Nov 2005	3151097	3 Oct 2006
INSIGNIA 2	World Kitchen (GHC), LLC****	78466178	12 Aug 2004	3036853	27 Dec 2005
INSIGNIA STEEL	WKI Holding Company, Inc.*	87132235	9 Aug 2016	5302961	3 Oct 2017
INSIGNIA STEEL CAFE	WKI Holding Company, Inc.*	86569955	19 Mar 2015	4966033	24 May 2016
LIVINGWARE PLUS	WKI Holding Company, Inc.*	86971561	11 Apr 2016	5172967	28 Mar 2017
M	WKI Holding Company, Inc.*	86821878	16 Nov 2015	5142954	14 Feb 2017
M MARKET STREET NEW YORK CORELLE	WKI Holding Company, Inc.*	86821899	16 Nov 2015	5142958	14 Feb 2017
MAGNALITE	World Kitchen (GHC), LLC****	74281286	4 Jun 1992	1789442	24 Aug 1993
MAGNALITE	World Kitchen (GHC), LLC****	71374261	29 Jan 1936	0341566	15 Dec 1936
MAGNALITE CLASSIC	WKI Holding Company, Inc.*	76241185	16 Apr 2001	2534193	29 Jan 2002
MAGNASHARP	World Kitchen (GHC), LLC****	78327623	13 Nov 2003	2913124	21 Dec 2004
MARKET STREET EMBLEM	WKI Holding Company, Inc.*	86821904	16 Nov 2015	5142959	14 Feb 2017

MARKET STREET NEW YORK	WKI Holding Company, Inc.*	86821888	16 Nov 2015	5142956	14 Feb 2017
MARKET STREET NEW YORK CORELLE	WKI Holding Company, Inc.*	86821891	16 Nov 2015	5142957	14 Feb 2017
MEAL MUG	WKI Holding Company, Inc.*	87030983	10 May 2016	5224857	13 Jun 2017
METAL SPATULA SAFE	WKI Holding Company, Inc.*	86266374	29 Apr 2014	4846971	3 Nov 2015
METROPOLITAN	WORLD KITCHEN (GHC), LLC***	74259216	26 Mar 1992	1986428	16 Jul 1996
MY MUG FOR EVERY MEAL	WKI Holding Company, Inc.*	87023331	3 May 2016	5210762	23 May 2017
NEST & PROTECT	WKI Holding Company, Inc.*	86873355	12 Jan 2016	5346864	28 Nov 2017
NO-LEAK LIDS	WKI Holding Company, Inc.*	85819215	9 Jan 2013	4373910	23 Jul 2013
OLO	WKI Holding Company, Inc.*	76136823	28 Sep 2000	2487483	11 Sep 2001
PARTOKU	WKI Holding Company, Inc.*	78559037	2 Feb 2005	3102210	6 Jun 2006
PREMIUM GLASS LIDS	WKI Holding Company, Inc.*	85894018	3 Apr 2013	4373947	23 Jul 2013
PRIME BY CHICAGO CUTLERY	WKI Holding Company, Inc.*	86834344	30 Nov 2015	5247118	18 Jul 2017
PRODUCE KEEPER TRAY	WKI Holding Company, Inc.*	86419655	9 Oct 2014	4899276	9 Feb 2016
PROHOLD	WKI Holding Company, Inc.*	85684794	23 Jul 2012	4401446	10 Sep 2013
PRO-LOAD	WORLD KITCHEN (GHC), LLC***	75929916	25 Feb 2000	2480912	21 Aug 2001
RACINE	WKI Holding Company, Inc.*	86681762	2 Jul 2015	5209961	23 May 2017
RAVENSWOOD	WKI Holding Company, Inc.*	86391672	11 Sep 2014	5003971	19 Jul 2016
RESPONSIVE TOUCH TECHNOLOGY	WKI Holding Company, Inc.*	86915716	22 Feb 2016	5201144	9 May 2017

REVERE	CORELLE BRANDS LLC	76374450	21 Feb 2002	2921104	25 Jan 2005
REVERE	WORLD KITCHEN, LLC**	78394904	1 Apr 2004	2938243	5 Apr 2005
REVERE	WORLD KITCHEN, LLC**	73755569	3 Oct 1988	1559047	3 Oct 1989
REVERE (Silhouette)	WKI Holding Company, Inc.*	86271781	5 May 2014	5078343	8 Nov 2016
REVERE SINCE 1801	WKI Holding Company, Inc.*	86271779	5 May 2014	5100762	13 Dec 2016
REVERE SINCE 1801 · LIMITED LIFETIME WARRANTY ·	WKI Holding Company, Inc.*	86963497	4 Apr 2016	5266960	15 Aug 2017
RT SERIES	WKI Holding Company, Inc.*	87030833	10 May 2016	5252165	25 Jul 2017
SAUCEPAN Design	WORLD KITCHEN, LLC**	73464593	7 Feb 1984	1421962	23 Dec 1986
SHADOW IRIS	CORELLE BRANDS LLC	74280859	3 Jun 1992	1791668	7 Sep 1993
SIMPLY STORE	WKI Holding Company, Inc.*	85757482	18 Oct 2012	4489321	25 Feb 2014
SKILLET Design	WORLD KITCHEN, LLC**	73464592	7 Feb 1984	1370187	12 Nov 1985
SMART ESSENTIALS	WKI Holding Company, Inc.*	78950016	11 Aug 2006	3253651	19 Jun 2007
SNAP 'N STACK	CORELLE BRANDS LLC	76408889	16 May 2002	2985761	16 Aug 2005
SNAP WARE	CORELLE BRANDS LLC	74420053	3 Aug 1993	1932006	31 Oct 1995
SNAPWARE	CORELLE BRANDS LLC	85147883	7 Oct 2010	3970437	31 May 2011
SNAPWARE	CORELLE BRANDS LLC	87165254	8 Sep 2016	5308070	10 Oct 2017
STOREDGE	WKI Holding Company, Inc.*	77804352	13 Aug 2009	3887473	7 Dec 2010
STRONG AND STYLISH	WKI Holding Company, Inc.*	85863986	1 Mar 2013	4392347	27 Aug 2013
STYLE THAT PERFORMS	WKI Holding Company, Inc.*	85613420	1 May 2012	4380988	6 Aug 2013
TAPER GRIND	CORELLE BRANDS (GHC) LLC	74405676	25 Jun 1993	1835180	10 May 1994

THE SECRET TO EASY BAKING	WKI Holding Company, Inc.*	85751816	11 Oct 2012	4956161	10 May 2016
THE WALNUT TRADITION	World Kitchen (GHC), Inc.	73576576	6 Jan 1986	1478321	1 Mar 1988
TIMELESS QUALITY CLASSIC ELEGANCE	WKI Holding Company, Inc.*	87085444	27 Jun 2016	5188401	18 Apr 2017
TOTAL SOLUTION	CORELLE BRANDS LLC	85735204	21 Sep 2012	4381283	6 Aug 2013
VINTAGE CHARM	WKI Holding Company, Inc.*	86978715	15 Sep 2014	4961693	17 May 2016
VISIONS 10 YEAR LIMITED WARRANTY	WKI Holding Company, Inc.*	86879750	19 Jan 2016	5182800	11 Apr 2017
VITRELLE	WKI Holding Company, Inc.*	78769206	8 Dec 2005	3180423	5 Dec 2006
VITRELLE	WKI Holding Company, Inc.*	85341351	8 Jun 2011	4302063	12 Mar 2013
VITRELLE	WKI Holding Company, Inc.*	85341351	8 Jun 2011	4302063	12 Mar 2013
VIVE	WKI Holding Company, Inc.*	85607089	24 Apr 2012	4254007	4 Dec 2012
WATERCOLOR COLLECTION	WKI Holding Company, Inc.*	87087060	28 Jun 2016	5229466	20 Jun 2017
WELLINGTON	WKI Holding Company, Inc.*	86469330	2 Dec 2014	4984250	21 Jun 2016
WEST TOWN	WKI Holding Company, Inc.*	86469263	2 Dec 2014	5027780	23 Aug 2016
WIDE RIM PLATES	CORELLE BRANDS LLC	87875806 ITU	13 Apr 2018		

WORLD KITCHEN	CORELLE BRANDS LLC	75896053	13 Jan 2000	2900076	2 Nov 2004
WORLD KITCHEN	CORELLE BRANDS LLC	75896052	13 Jan 2000	2903563	16 Nov 2004
WORLD'S MOST RESPONSIVE CUTLERY	WKI Holding Company, Inc.*	87107750	18 Jul 2016	5206394	16 May 2017