

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hampton Forge, Ltd.		12/30/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree St. NW, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Chartered Bank: ALABAMA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78860636	ARGENT ORFEVRES	
Serial Number:	88234048	ESSENTIALS BY HAMPTON FORGE	
Serial Number:	87170109	FROM KITCHEN PREP TO TABLE SET	
Serial Number:	76694391	HAMPTON FORGE	
Serial Number:	78860631	HAMPTON FORGE	
Serial Number:	76685135	HAMPTON SIGNATURE	
Serial Number:	78860628	HAMPTON SIGNATURE	
Serial Number:	78860603	HAMPTON SILVERSMITHS	
Serial Number:	77109311	SKANDIA	
Serial Number:	86931066	STYLE BY DESIGN	
Serial Number:	86179686	TOMODACHI	
Serial Number:	76704231	TOMODACHI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6785537344		
Email:	sinnottm@gtlaw.com		
Correspondent Name:	Matthew Sinnott		
Address Line 1:	3333 Piedmont Road NE		
TRADEMARK			

CH \$315.00 78860636

Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Matthew Sinnott

SIGNATURE: /Matthew Sinnott/

DATE SIGNED: 12/30/2020

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of December 30, 2020, is made by HAMPTON FORGE, LTD., a Virginia corporation (“Grantor”), in favor of REGIONS BANK, an Alabama bank (together with its successors and assigns “Lender”).

Recitals

LH INTERMEDIATE CORPORATION, a Delaware corporation (“Holdings” or the “Hampton Borrower”), LENOX HOLDINGS, INC., a Delaware corporation and successor-by-merger to LH Merger Sub Corporation (“Initial Borrower” or “Lenox InterCo 1”), LENOX PREFERRED HOLDINGS, LLC, a Delaware limited liability company (“Lenox InterCo 2”), LENOX INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Lenox InterCo 3”; each of Holdings, Lenox InterCo 1, Lenox InterCo 2, and Lenox InterCo 3, each, a “Holding Company” and, collectively, the “Holding Companies”), LENOX CORPORATION, a Delaware corporation (“Lenox OpCo”), Grantor, HAMPTON FORGE (CANADA), LLC, a Delaware limited liability company (“Hampton OpCo 2”; Initial Borrower (solely with respect to the Initial Borrowing), Holdings (solely with respect to the Hampton Borrowing), Lenox OpCo, Grantor, Hampton OpCo 2, and each other wholly-owned Subsidiary of Holdings which becomes a “Borrower” thereto, each, a “Borrower” and, collectively, the “Borrowers”), and Lender are parties to that certain Loan and Security Agreement dated as of October 16, 2020 (as the same may hereafter be amended, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Grantor granted Lender a security interest in all or substantially all of its assets.

Grantor has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks (defined below).

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2 of this Agreement.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks and registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; and (iii) the right to sue for past, present and future infringement, dilution and damages therefor; all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of the Security Interest therein would impair the validity or enforceability of such intent-to-

use trademark or service mark application (or any trademark or service mark registration issuing therefrom) under Applicable Law.

2. Security Interest. Grantor hereby irrevocably grants to Lender a security interest (the "Security Interest") in the Trademarks constituting Collateral (collectively, the "Trademark Collateral") to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any Trademark and makes no assignment and grants no right to assign or perform any other action with respect to any intent-to-use trademark or service mark application, unless such action is permitted under 15 U.S.C. § 1060. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

3. Grantor's Use of the Trademarks. Grantor shall have the sole and exclusive right to control and manage the Trademark Collateral, including the right to exclude others from making, using or selling items covered by the Trademark Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4. Remedies. While an Event of Default exists, Lender may exercise any or all remedies available to it under the Loan Agreement.

5. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

6. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or renewal or extension of any registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Exhibit A to include any such new Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

7. Termination. The term of this Agreement shall be coterminous with the Loan Agreement. Upon any termination of the Loan Agreement in accordance with its terms or any release of the Security Interest in any Trademark Collateral, the Lender (at Grantor's sole expense) shall promptly execute, acknowledge, and deliver to the Grantor an instrument or instruments in writing in recordable form and substance reasonably satisfactory to the Grantor releasing the Security Interest in the Trademark Collateral under this Agreement.

8. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement, and any claim, controversy or dispute arising under or related hereto, whether in tort, contract (at law or in equity) or otherwise, shall be governed by the internal law of the state of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[Continued on following page.]

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

HAMPTON FORGE, LTD.

By: 

Name: David Rhoads

Title: Chief Financial Officer & Treasurer

[LENQX—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007150 FRAME: 0588

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Application #	Filing Date	Registration #	Registration Date	Owner
ESSENSTAHL	Canada	1691176	8/22/2014	TMA930127	2/29/2016	Hampton Forge Ltd., a corporation of the State of New Jersey 442 Highway 35 South Eatontown, New Jersey 07724 UNITED STATES
HAMPTON FORGE	Canada	1686260	7/17/2014	TMA922976	12/9/2015	Hampton Forge Ltd. 422 Highway 35 South Eatontown, New Jersey 07724 UNITED STATES
HAMPTON SIGNATURE	Canada	1686281	7/18/2014	TMA922981	12/9/2015	Hampton Forge Ltd. a corporation of the State of New Jersey 422 Highway 35 South Eatontown, New Jersey 07724 UNITED STATES
HAMPTON SILVERSMITHS	Canada	1686283	7/18/2014	TMA922982	12/9/2015	Hampton Forge Ltd. a corporation of the State of New Jersey 442 Highway 35 South Eatontown, New Jersey 07724 UNITED STATES
KENDO	Canada	1686284	7/18/2014	TMA924246	12/22/2015	Hampton Forge Ltd. a corporation of the State of New Jersey 442 Highway 35 South Eatontown, New Jersey 07724 UNITED STATES

Mark	Jurisdiction	Application #	Filing Date	Registration #	Registration Date	Owner
TOMODACHI Trademark Translation: FRIEND	Canada	1635057	8/18/2014	TMA958557	12/21/2016	HAMPTON FORGE LTD. a corporation of the State of Virginia 442 State Route 35 South Eatontown, New Jersey 07724 UNITED STATES
ARGENT ORFEVRES	China	6538092	1/30/2008	6538092	10/7/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
ARGENT ORFEVRES	China	6538089	1/30/2008	6538089	12/28/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
ESSENSTAHL	China	6538090	1/30/2008	6538090	3/28/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
ESSENSTAHL	China	6538093	1/30/2008	6538093	4/7/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA

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HAMPTON FORGE	China	6538086	1/30/2008	6538086	3/21/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
HAMPTON FORGE	China	6538079	1/30/2008	6538079	2/7/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
HAMPTON SIGNATURE	China	6538087	1/30/2008	6538087	3/21/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
HAMPTON SIGNATURE	China	6538080	1/30/2008	6538080	2/7/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
HAMPTON SILVERSMITHS	China	6538091	1/30/2008	6538091	2/7/2011	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
KENDO	China	6538104	1/30/2008	6538104	3/28/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH,

Mark	Jurisdiction	Application #	Filing Date	Registration #	Registration Date	Owner
						EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
KENDO	China	6538095	1/30/2008	6538095	7/21/2013	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
SKANDIA	China	6538094	1/30/2008	6538094	4/7/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
SKANDIA	China	6538105	1/30/2008	6538105	8/21/2012	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
SOHO SIGNATURES	China	7077948	11/26/2008	7077948	10/7/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
SOHO SIGNATURES	China	7077947	11/26/2008	7077947	7/7/2010	HAMPTON FORGE, LTD. 422 HIGHWAY 35 SOUTH, EATONTOWN, NEW JERSEY 07724,

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						UNITED STATES OF AMERICA
TOMODACHI	China	14969182	7/28/2014	14969182	9/14/2015	HAMPTON FORGE, LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
TOMODACHI	China	14969236	7/28/2014	14969236	9/14/2015	HAMPTON FORGE, LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NEW JERSEY 07724, UNITED STATES OF AMERICA
TOMODACHI	EU trade marks	13110507	7/24/2014	13110507	11/26/2014	Hampton Forge, Ltd. 442 State Route 35 South, Eatontown, New Jersey, 07724 UNITED STATES OF AMERICA
ARGENT ORFEVRES	India	1616240	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA
ESSENSTAHL	India	1616241	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA

Mark	Jurisdiction	Application #	Filing Date	Registration #	Registration Date	Owner
HAMPTON FORGE	India	1616237	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA
HAMPTON SIGNATURE	India	1616238	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA
HAMPTON SILVERSMITHS	India	1616239	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA
KENDO	India	1616243	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA. UNITED STATES OF AMERICA
SKANDIA	India	1616242	10/30/2007			HAMPTON FORGE, LTD Body Incorporate 422 HIGHWAY 35 SOUTH EATONTOWN NEW JERSEY 07724 USA.

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						UNITED STATES OF AMERICA
ARGENT ORFEVRES	Mexico	1462666	2/28/2014	1459179	5/29/2014	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
ESSENSTAHL	Mexico	1462662	2/28/2014	1459175	5/29/2014	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
HAMPTON FORGE	Mexico	1697667	12/21/2015	1625696	4/7/2016	HAMPTON FORGE LTD. STATE ROUTE 35 SOUTH NUM. EXT. 442 EATONTOWN; NJ. 07724 UNITED STATES OF AMERICA
HAMPTON SIGNATURE	Mexico	1697664	12/21/2015	1726631	2/24/2017	HAMPTON FORGE LTD. STATE ROUTE 35 SOUTH NUM. EXT. 442 EATONTOWN; NJ. 07724 UNITED STATES OF AMERICA
HAMPTON SILVERSMITHS	Mexico	1697680	12/21/2015	1722818	2/17/2017	HAMPTON FORGE LTD. STATE ROUTE 35 SOUTH NUM. EXT. 442 EATONTOWN; NJ. 07724 UNITED STATES OF AMERICA
KENDO	Mexico	1462663	2/28/2014	1459176	5/29/2014	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724

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						UNITED STATES OF AMERICA
SKANDIA	Mexico	1462664	2/28/2014	1459177	5/29/2014	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
SOHO SIGNATURES	Mexico	1462659	2/28/2014	1459174	5/29/2014	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
TOMODACHI	Mexico	1330613	11/30/2012	1361563	4/18/2013	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
TOMODACHI	Mexico	1330615	11/30/2012	1361565	4/18/2013	HAMPTON FORGE LTD. 442 STATE ROUTE 35 SOUTH, EATONTOWN, NJ., 07724 UNITED STATES OF AMERICA
ARGENT ORFEVRES Translation: MONEY, SILVERSMITH	United States	78860636	4/13/2006	3532576	11/11/2008	Hampton Forge, Ltd.
ESSENTIALS BY HAMPTON FORGE	United States	88234048	12/18/2018			Hampton Forge, Ltd.

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FROM KITCHEN PREP TO TABLE SET	United States	87170109	9/13/2016	5186145	4/18/2017	Hampton Forge, Ltd.
HAMPTON FORGE	United States	76694391	11/21/2008	3803483	6/15/2010	Hampton Forge, Ltd.
HAMPTON FORGE	United States	78860631	4/13/2006	3552018	12/23/2008	Hampton Forge, Ltd.
HAMPTON SIGNATURE	United States	76685135	12/20/2007	3667093	8/11/2009	Hampton Forge, Ltd.
HAMPTON SIGNATURE	United States	78860628	4/13/2006	3532575	11/11/2008	Hampton Forge, Ltd.
HAMPTON SILVERSMITHS	United States	78860603	4/13/2006	3532574	11/11/2008	Hampton Forge, Ltd.
SKANDIA	United States	77109311	2/16/2007	3521352	10/21/2008	Hampton Forge, Ltd.
STYLE BY DESIGN	United States	86931066	3/7/2016	5059211	10/11/2016	Hampton Forge, Ltd.
TOMODACHI Translation: FRIEND	United States	86179686	1/30/2014	4841973	10/27/2015	Hampton Forge, Ltd.
TOMODACHI Translation: FRIEND	United States	76704231	8/23/2010	4157981	6/12/2012	Hampton Forge, Ltd.

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ARGENT ORFEVRES	Vietnam	4200722996	11/12/2007	40131359	8/11/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
ESSENSTAHL	Vietnam	4200722997	11/12/2007	40126607	6/8/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
HAMPTON FORGE	Vietnam	4200722995	11/12/2007	40126606	6/8/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
HAMPTON SIGNATURE	Vietnam	4200722994	11/12/2007	40126605	6/8/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
HAMPTON SILVERSMITHS	Vietnam	4200723000	11/12/2007	40123585	4/22/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
SKANDIA	Vietnam	4200722998	11/12/2007	40126608	6/8/2009	HAMPTON FORGE, LTD. 442 Highway 35 South, Eatontown,

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						New Jersey 07724, United States of America UNITED STATES OF AMERICA
SOHO SIGNATURES	Vietnam	4200825153	11/25/2008	40140397	1/11/2010	HAMPTON FORGE, LTD. 422 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA
TOMODACHI	Vietnam	4201727280	8/29/2017			Hampton Forge, Ltd. 422 Highway 35 South, Eatontown, New Jersey 07724, United States of America UNITED STATES OF AMERICA

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RECORDED: 12/30/2020

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