

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFETIME BRANDS, INC.		08/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	5792826	ARABESQUE FROST	
Registration Number:	5471567	BARCRAFT	
Registration Number:	5118514		
Registration Number:	5863924	BREW BEETLE	
Registration Number:	6033893	BUILT	
Registration Number:	6441158	BUILT	
Registration Number:	6494279	BUILT	
Registration Number:	6442103	BUILT	
Registration Number:	6654279	BUILT	
Registration Number:	6488257	BUILT	
Registration Number:	6584239	BUILT	
Registration Number:	6584243	BUILT	
Registration Number:	6654294	BUILT	
Registration Number:	6563611	BUILT	
Registration Number:	6456760	BUILT	
Registration Number:	6661210	BUILT	
Registration Number:	5904538	CALPAL	
Registration Number:	5869958	CONTESSINA	
Registration Number:	6126499	COPCO	

OP \$1890.00 5792826

Property Type	Number	Word Mark
Registration Number:	6532165	COPCO
Registration Number:	6343021	COPCO
Registration Number:	6661073	COPCO
Registration Number:	6342980	COPCO
Registration Number:	6071528	
Registration Number:	5130254	
Registration Number:	4988754	
Registration Number:	5904286	FANCY PLANTS
Registration Number:	5577460	FANCY THAT
Registration Number:	5855096	FREEZE!
Registration Number:	6066193	
Registration Number:	5905132	GOLD ACCENT SALACIA
Registration Number:	6464149	HOWLIGANS
Registration Number:	6166027	HOWLIGANS
Registration Number:	5953510	INSTATRACK
Registration Number:	5498340	KIZMOS
Registration Number:	5961590	KYA
Registration Number:	5836410	LADY DIANA
Registration Number:	6213144	MIKASA HOSPITALITY
Registration Number:	6107667	MORE WAYS TO USE LESS
Registration Number:	6029225	MUNCH TIME
Registration Number:	5690718	OPTI-SQUEEZE
Registration Number:	5832895	PASTASAURUS
Registration Number:	5723584	PFALTZGRAFF
Registration Number:	6008844	POP-N-STEAM
Registration Number:	6668782	PRECISE SLICE
Registration Number:	6384672	RBT
Registration Number:	6014458	ROGERS & BROS.
Registration Number:	6019939	S'NACK BY S'WELL
Registration Number:	5028392	SIP BY S'WELL
Registration Number:	5028390	S'IP BY S'WELL
Registration Number:	6176949	SLIDE LOCK
Registration Number:	5813796	S'NACK BY S'WELL
Registration Number:	6556433	STUDIO NOVA
Registration Number:	6252673	STUDIO NOVA
Registration Number:	5800625	S'TUFF BY S'WELL
Registration Number:	4559187	SWELL
Registration Number:	6768973	S'WELL

Property Type	Number	Word Mark
Registration Number:	4559184	S'WELL
Registration Number:	4234092	S'WELL
Registration Number:	6125590	S'WELL EATS
Registration Number:	5909970	TAYLOR
Registration Number:	6020052	TAYLOR
Registration Number:	6060829	
Registration Number:	5674215	THE BEST THINGS IN LIFE ARE FRED
Registration Number:	5725317	THE ORIGINAL HOME OF THAT THING YOU REAL
Registration Number:	5572988	THERMA-S'WELL
Registration Number:	6201880	TIDBIT
Registration Number:	6760849	TOWLE HOSPITALITY
Registration Number:	6107668	WE DESIGN MORE WAYS TO USE LESS
Serial Number:	90634686	BUILT TO BE DIFFERENT
Serial Number:	97009255	FRED
Serial Number:	97009283	FRED
Serial Number:	88289877	MIKASA HOSPITALITY
Serial Number:	90333474	NIGHT SAFE
Serial Number:	97519971	SIP BY S'WELL

CORRESPONDENCE DATA

Fax Number:

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0047
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	11/22/2022

Total Attachments: 7

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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 August 26, 2022 by and from LIFETIME BRANDS, 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 Loan Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, Grantor, the Lenders and Grantee have entered into a Loan Agreement dated March 2, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to the Loan Agreement.

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated March 2, 2018 (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 Loan 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 Loan 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:

LIFETIME BRANDS, INC.

By:  _____

Name: Laurence Winoker

Title: Executive Vice President, Treasurer and
Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Lifetime Brands – Trademarks

Owner Name	Mark	Country	Registration #	Registration Date
LIFETIME BRANDS, INC.	ARABESQUE FROST	US	5792826	7/2/2019
LIFETIME BRANDS, INC.	BARCRAFT	US	5471567	5/15/2018
LIFETIME BRANDS, INC.	Bottle configuration	US	5118514	1/10/2017
LIFETIME BRANDS, INC.	BREW BEETLE	US	5863924	9/17/2019
LIFETIME BRANDS, INC.	BUILT	US	6033893	4/14/2020
LIFETIME BRANDS, INC.	BUILT	US	6,441,158	8/3/2021
LIFETIME BRANDS, INC.	BUILT	US	6494279	9/21/2021
LIFETIME BRANDS, INC.	BUILT	US	6442103	8/3/2021
LIFETIME BRANDS, INC.	BUILT	US	6654279	2/22/2022
LIFETIME BRANDS, INC.	BUILT	US	6488257	9/14/2021
LIFETIME BRANDS, INC.	BUILT	US	6584239	12/7/2021
LIFETIME BRANDS, INC.	BUILT	US	6584243	12/7/2021
LIFETIME BRANDS, INC.	BUILT (Pet Logo & Design)	US	6654294	2/22/2022
LIFETIME BRANDS, INC.	BUILT (Pet Logo)	US	6563611	11/16/2021
LIFETIME BRANDS, INC.	BUILT (Pet Logo)	US	6,456,760	8/17/2021
LIFETIME BRANDS, INC.	BUILT (Pet Logo)	US	6661210	3/1/2022
LIFETIME BRANDS, INC.	CALPAL	US	5904538	11/5/2019
LIFETIME BRANDS, INC.	CONTESSINA	US	5869958	9/24/2019
LIFETIME BRANDS, INC.	COPCO	US	6126499	8/11/2020
LIFETIME BRANDS, INC.	COPCO	US	6532165	10/19/2021

Owner Name	Mark	Country	Registration #	Registration Date
LIFETIME BRANDS, INC.	COPCO	US	6343021	5/4/2021
LIFETIME BRANDS, INC.	COPCO	US	6,661,073	3/1/2022
LIFETIME BRANDS, INC.	COPCO	US	6,342,980	5/4/2021
LIFETIME BRANDS, INC.	CROSS BABY SET (Product Config)	US	6071528	6/2/2020
LIFETIME BRANDS, INC.	Droplet Reflection Logo	US	5130254	1/24/2017
LIFETIME BRANDS, INC.	Droplet Reflection Solid Logo	US	4988754	6/28/2016
LIFETIME BRANDS, INC.	FANCY PLANTS	US	5904286	11/5/2019
LIFETIME BRANDS, INC.	FANCY THAT	US	5577460	10/2/2018
LIFETIME BRANDS, INC.	FREEZE!	US	5855096	9/10/2019
LIFETIME BRANDS, INC.	GIRAFFE BABY SET (Product Config)	US	6066193	5/26/2020
LIFETIME BRANDS, INC.	GOLD ACCENT SALACIA	US	5905132	11/5/2019
LIFETIME BRANDS, INC.	HOWLIGANS	US	6464149	8/24/2021
LIFETIME BRANDS, INC.	HOWLIGANS	US	6166027	9/29/2020
LIFETIME BRANDS, INC.	INSTATRACK	US	5953510	1/7/2020
LIFETIME BRANDS, INC.	KIZMOS	US	5498340	6/19/2018
LIFETIME BRANDS, INC.	KYA	US	5961590	1/14/2020
LIFETIME BRANDS, INC.	LADY DIANA	US	5836410	8/13/2019
LIFETIME BRANDS, INC.	MIKASA HOSPITALITY (& Design)	US	6213144	12/1/2020
LIFETIME BRANDS, INC.	MORE WAYS TO USE LESS	US	6107667	7/21/2020
LIFETIME BRANDS, INC.	MUNCH TIME	US	6029225	4/7/2020
LIFETIME BRANDS, INC.	OPTI-SQUEEZE	US	5690718	3/5/2019
LIFETIME BRANDS, INC.	PASTASAURUS	US	5832895	8/13/2019

Owner Name	Mark	Country	Registration #	Registration Date
LIFETIME BRANDS, INC.	PFALTZGRAFF	US	5723584	4/9/2019
LIFETIME BRANDS, INC.	POP-N-STEAM	US	6008844	3/10/2020
LIFETIME BRANDS, INC.	PRECISE SLICE	US	6668782	3/8/2022
LIFETIME BRANDS, INC.	RBT	US	6,384,672	6/15/2021
LIFETIME BRANDS, INC.	ROGERS & BROS.	US	6014458	3/17/2020
LIFETIME BRANDS, INC.	S'NACK BY S'WELL (STYLIZED)	US	6019939	3/24/2020
LIFETIME BRANDS, INC.	SIP BY S'WELL	US	5028392	8/23/2016
LIFETIME BRANDS, INC.	S'IP BY S'WELL	US	5028390	8/23/2016
LIFETIME BRANDS, INC.	SLIDE LOCK	US	6176949	10/13/2020
LIFETIME BRANDS, INC.	S'NACK BY S'WELL	US	5813796	7/23/2019
LIFETIME BRANDS, INC.	STUDIO NOVA	US	6556433	11/9/2021
LIFETIME BRANDS, INC.	STUDIO NOVA	US	6252673	1/19/2021
LIFETIME BRANDS, INC.	S'TUFF BY S'WELL	US	5800625	7/9/2019
LIFETIME BRANDS, INC.	SWELL	US	4559187	7/1/2014
LIFETIME BRANDS, INC.	S'WELL	US	6768973	6/21/2022
LIFETIME BRANDS, INC.	S'WELL	US	4559184	7/1/2014
LIFETIME BRANDS, INC.	S'WELL	US	4234092	10/30/2012
LIFETIME BRANDS, INC.	S'WELL EATS	US	6125590	8/11/2020
LIFETIME BRANDS, INC.	TAYLOR (& Design)	US	5909970	11/12/2019
LIFETIME BRANDS, INC.	TAYLOR (& Design) - {color claimed}	US	6020052	3/24/2020
LIFETIME BRANDS, INC.	TEDDY BABY SET (Product Config)	US	6060829	5/19/2020
LIFETIME BRANDS, INC.	THE BEST THINGS IN LIFE ARE FRED	US	5674215	2/12/2019

Owner Name	Mark	Country	Registration #	Registration Date
LIFETIME BRANDS, INC.	THE ORIGINAL HOME OF THAT THING YOU REALLY LIKE (Standard Characters)	US	5725317	4/16/2019
LIFETIME BRANDS, INC.	THERMA-S'WELL	US	5572988	10/2/2018
LIFETIME BRANDS, INC.	TIDBIT	US	6201880	11/17/2020
LIFETIME BRANDS, INC.	TOWLE HOSPITALITY	US	6760849	6/14/2022
LIFETIME BRANDS, INC.	WE DESIGN MORE WAYS TO USE LESS	US	6107668	7/21/2020

Lifetime Brands U.S. Trademark Applications

Owner Name	Mark	Country	Application #	File Date
LIFETIME BRANDS, INC.	BUILT TO BE DIFFERENT	US	90634686	4/9/2021
LIFETIME BRANDS, INC.	FRED	US	97009255	9/2/2021
LIFETIME BRANDS, INC.	FRED	US	97009283	9/2/2021
LIFETIME BRANDS, INC.	MIKASA HOSPITALITY (& Design)	US	88289877	2/5/2019
LIFETIME BRANDS, INC.	NIGHT SAFE	US	90333474	11/20/2020
LIFETIME BRANDS, INC.	SIP BY S'WELL	US	97519971	7/26/2022