

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856861

| | | | |
|-----------------------------------|--|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LIFETIME BRANDS, INC. | | 11/28/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 10 S. Dearborn, Floor L2, IL1-1145 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97863312 | CATERPEELER | |
| Serial Number: | 97141972 | COPCO | |
| Serial Number: | 97386166 | COPCO | |
| Serial Number: | 90192056 | | |
| Serial Number: | 97109114 | DUALID | |
| Serial Number: | 90667536 | FITZ AND FLOYD | |
| Serial Number: | 97862806 | GRIM STEEPER | |
| Serial Number: | 97298430 | NO DRIPPY SIPPY | |
| Serial Number: | 97150877 | SMARTSHARP | |
| Serial Number: | 90793090 | TAYLOR PRECISION PRODUCTS | |
| Serial Number: | 97248404 | TOWLE EVERYDAY | |
| Serial Number: | 88613212 | TOWLE HOSPITALITY | |
| Serial Number: | 97248384 | TOWLE LIVING | |
| Serial Number: | 97239575 | VEGAN BONE | |
| Serial Number: | 97239613 | VEGAN BONE CHINA | |
| Serial Number: | 90634501 | WANDER WARE | |
| Serial Number: | 97863341 | YUM SKULLS | |
| CORRESPONDENCE DATA | | | |

CH \$440.00 97863312

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

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|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 049067-0047 HP |
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| NAME OF SUBMITTER: | Heather Poitras |
|---------------------------|-----------------|

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|-------------------|------|
| SIGNATURE: | /hp/ |
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| DATE SIGNED: | 11/29/2023 |
|---------------------|------------|

Total Attachments: 4

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source=Grant of Security Interest in US Trademarks (Lifetime Brands, Inc.) (ABL)#page4.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 November 28, 2023 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 Credit Agreement referenced below) (in such capacities, "Grantee").

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

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

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into an Amended and Restated ABL Pledge and Security Agreement dated August 26, 2022 (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.

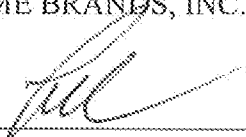
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be 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:

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

| Trademark | App. No. App. Date | Reg. No. Reg. Date | Owner |
|--|-------------------------|------------------------|-----------------------|
| CATERPEELER | 97863312 29-MAR-2023 | 7157496 05-SEP-2023 | Lifetime Brands, Inc. |
| COPCO | 97141972 24-NOV-2021 | 7214231 07-NOV-2023 | Lifetime Brands, Inc. |
| COPCO | 97386166 28-APR-2022 | 7214736 07-NOV-2023 | Lifetime Brands, Inc. |
| Design Only  | 90192056 18-SEP-2020 | 6937201 27-DEC-2022 | Lifetime Brands, Inc. |
| DUALID | 97109114 04-NOV-2021 | 6993486 28-FEB-2023 | Lifetime Brands, Inc. |
| FITZ AND FLOYD | 90667536 23-APR-2021 | 7202549 24-OCT-2023 | Lifetime Brands, Inc. |
| GRIM STEEPER | 97862806 29-MAR-2023 | Pending | Lifetime Brands, Inc. |
| NO DRIPPY SIPPY | 97298430 07-MAR-2022 | 6982188 14-FEB-2023 | Lifetime Brands, Inc. |
| SMARTSHARP | 97150877 01-DEC-2021 | 6970139 31-JAN-2023 | Lifetime Brands, Inc. |
| TAYLOR PRECISION PRODUCTS | 90793090 24-JUN-2021 | 7170421 19-SEP-2023 | Lifetime Brands, Inc. |
| TOWLE EVERYDAY | 97248404 01-FEB-2022 | 6965784 24-JAN-2023 | Lifetime Brands, Inc. |
| TOWLE HOSPITALITY | 88613212 11-SEP-2019 | 6925286 13-DEC-2022 | Lifetime Brands, Inc. |
| TOWLE LIVING | 97248384 01-FEB-2022 | 6965783 24-JAN-2023 | Lifetime Brands, Inc. |
| VEGAN BONE | 97239575 26-JAN-2022 | 6993524 28-FEB-2023 | Lifetime Brands, Inc. |
| VEGAN BONE CHINA | 97239613 26-JAN-2022 | 6993525 28-FEB-2023 | Lifetime Brands, Inc. |
| WANDER WARE | 90634501 09-APR-2021 | 7043838 02-MAY-2023 | Lifetime Brands, Inc. |
| YUM SKULLS | 97863341 29-MAR-2023 | 7157500 05-SEP-2023 | Lifetime Brands, Inc. |