

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856862

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:	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: 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

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
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Total Attachments: 4

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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 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 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

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.