

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/29/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0040724	WORLD	
Registration Number:	0994264	WORLD	
Registration Number:	1173950	BRANDWARE	
Registration Number:	1180217	ULTIMA	
Registration Number:	1262229	BB	
Registration Number:	2663154	AMULET	
Registration Number:	2721149	SKOAL	
Registration Number:	2760370	CONTEMPRA	
Registration Number:	4269557	SOLARIO	
Registration Number:	4230097	MCINTOSH	
Registration Number:	4460186	BANQUET TREE	
Registration Number:	4523107	STOCKYARD	
Registration Number:	4539302	POTTER'S TOUCH	
Registration Number:	4523108	FARMHOUSE	
Registration Number:	4523109	MONORAIL	
Registration Number:	4607014	ELEXA	
Registration Number:	4626107	FARMHOUSE	
Registration Number:	4697120	BRANDWARE	
Registration Number:	4721418	BB	

OP \$565.00 0040724

Property Type	Number	Word Mark
Registration Number:	4670942	CONTEMPRA
Registration Number:	4709658	TENACITY
Registration Number:	5459028	WORLD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 05/01/2020

Total Attachments: 8

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 29th day of April, 2020, by CITIBANK, N.A., as the prior Collateral Agent (in such capacity, “Assignor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current Collateral Agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Pledge and Security Agreement, dated as of April 9, 2014 (as amended by that certain Amendment, dated August 27, 2015, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among WORLD TABLEWARE INC., a Delaware corporation (the “Grantor”), the other grantors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement and the TM Grant (as defined below), the Grantor has granted to Assignor a first lien security interest in, and a right of set off against, all of its right, title and interest in, to and under, inter alia, the Trademarks (including, without limitation, those items listed on Schedule I annexed hereto and made a part hereof) (collectively, the “Trademark Collateral”);

WHEREAS, that certain Grant of Security Interest in Trademark Rights (the “Original TM Grant”) made by the Grantor in favor of the Collateral Agent, with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, was recorded with the United States Patent and Trademark Office on April 15, 2014, on Reel No. 5260 /Frame No. 0514;

WHEREAS, the Original TM Grant was amended by that certain First Amendment to Grant of Security Interest in Trademark Rights (the “First Amendment”), made by the Grantor in favor of the Collateral Agent with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, and the First Amendment was recorded with the United States Patent and Trademark Office on December 6, 2017, on Reel No. 6221 / Frame No. 0695;

WHEREAS, the Original TM Grant was amended by that certain Second Amendment to Grant of Security Interest in Trademark Rights (the “Second Amendment”; the Original TM Grant as amended by the First Amendment and the Second Amendment, the “TM Grant”), made by the Grantor in favor of the Collateral Agent with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, and the Second Amendment was recorded with the United States Patent and Trademark Office on December 7, 2017, on Reel No. 6223 / Frame No. 0466;

WHEREAS, effective as of April 29, 2020, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Successor Agreement, dated as of April 29, 2020, among Assignor, Assignee, the Loan Parties and certain lenders under the Credit Agreement party thereto, Assignee has been assigned and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TM Grant, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TM Grant, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

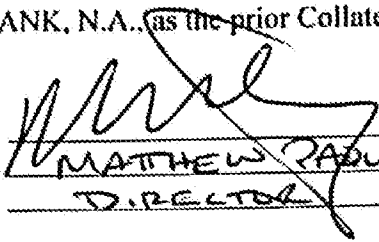
ASSIGNOR:

CITIBANK, N.A. ~~as the prior Collateral Agent~~

By

Name:

Title:



MATTHEW RADWIN

DIRECTOR

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By

Name:

Title:

Signature Page to Trademark Security Interest Assignment Agreement (World Tableware Inc.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

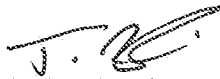
ASSIGNOR:

CITIBANK, N.A., as the prior Collateral Agent

By _____
Name: _____
Title: _____

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By  _____
Name: Jon Kirschmeier
Title: Associate Counsel

ACKNOWLEDGED AND AGREED:

WORLD TABLEWARE INC.


By Michael P. Bauer
Name: Michael P. Bauer
Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT


WORLD TABLEWARE INC.
(Delaware corporation)

U.S. Trademarks and Trademark Applications

Citibank, N.A. trademark security interest recorded at Reel 5260 / Frame 0514

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	WORLD	70040724	05/08/1903	0040724	07/07/1903
2.	WORLD	73006744	11/19/1973	0994264	10/01/1974
3.	BRANDWARE	73207440	03/15/1979	1173950	10/20/1981
4.	ULTIMA	73211092	04/09/1979	1180217	12/01/1981
5.	BB Design 	73288410	12/04/1980	1262229	12/27/1983
6.	AMULET	76390168	04/01/2002	2663154	12/17/2002
7.	SKOAL	76434970	07/25/2002	2721149	06/03/2003
8.	CONTEMPRA	78126744	05/07/2002	2760370	09/02/2003
9.	SOLARIO	85487197	12/05/2011	4269557	01/01/2013
10.	MCINTOSH	85575269	03/21/2012	4230097	10/23/2012
11.	BANQUET TREE	85852639	02/18/2013	4460186	12/31/2013
12.	STOCKYARD	85852654	02/18/2013	4523107	04/29/2014
13.	POTTER'S TOUCH	85852676	02/18/2013	4539302	05/27/2014
14.	FARMHOUSE	85852694	02/18/2013	4523108	04/29/2014
15.	MONORAIL	85852715	02/18/2013	4523109	04/29/2014

Citibank, N.A. trademark security agreement (First Amendment) recorded at Reel 6221 / Frame 0695

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ELEXA	86041788	08/19/2013	4607014	09/16/2014
2.	FARMHOUSE	86067037	09/17/2013	4626107	10/21/2014
3.	BRANDWARE	86184719	02/05/2014	4697120	03/03/2015
4.	BB Design 	86211629	03/05/2014	4721418	04/14/2015
5.	CONTEMPRA	86296293	05/30/2014	4670942	01/13/2015
6.	TENACITY	86304953	06/10/2014	4709658	03/24/2015

Citibank, N.A. trademark security agreement (Second Amendment) recorded at Reel 6223 / Frame 0466

	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	WORLD	87630371	10/02/2017	5459028	05/01/2018