

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pfaltzgraff Investment Co. | | 07/11/2005 | CORPORATION: DELAWARE |

| | |
|----------------------|-----------------------|
| RECEIVING PARTY DATA | |
| Name: | PFZ Acquisition Corp. |
| Street Address: | One Merrick Avenue |
| City: | Westbury |
| State/Country: | NEW YORK |
| Postal Code: | 11590 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 40

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 3031753 | PERFECT PIE PLATE |
| Registration Number: | 2723639 | PFALTZGRAFF |
| Registration Number: | 2712719 | BY REQUEST |
| Registration Number: | 2326912 | JUNIPER |
| Registration Number: | 2220366 | NATUREWOOD |
| Registration Number: | 1937524 | BONNIE BRAE |
| Registration Number: | 1919285 | PFALTZGRAFF |
| Registration Number: | 2003641 | ASHCROFT |
| Registration Number: | 2005141 | KENILWORTH |
| Registration Number: | 1772385 | NORTHWINDS |
| Registration Number: | 1777233 | MEADOW LANE |
| Registration Number: | 1701122 | WINTERBERRY |
| Registration Number: | 1709365 | MIDNIGHT SUN |
| Registration Number: | 1773639 | FILIGREE |

OP \$1015.00 3031753

| | | |
|----------------------|----------|--------------------------------|
| Registration Number: | 1675560 | GRAPEVINE |
| Registration Number: | 1408561 | GARDEN PARTY |
| Registration Number: | 1474213 | PFALTZGRAFF COLLECTOR'S SERIES |
| Registration Number: | 1472331 | BROOKLINE |
| Registration Number: | 1452199 | CHANSON |
| Registration Number: | 1444195 | MAYER |
| Registration Number: | 1448544 | THE MINI GREAT PLATE |
| Registration Number: | 1340799 | REMEMBRANCE |
| Registration Number: | 1361985 | POETRY |
| Registration Number: | 1511003 | SARATOGA |
| Registration Number: | 1507231 | INNOCENCE |
| Registration Number: | 1502253 | ALEXANDRA |
| Registration Number: | 1502252 | PATINA |
| Registration Number: | 1502251 | HAMPTON |
| Registration Number: | 1488505 | SKY STONEWARE BY PFALTZGRAFF |
| Registration Number: | 1445220 | AURA |
| Registration Number: | 1438093 | TROUSSEAU |
| Registration Number: | 1408563 | WYNDHAM |
| Registration Number: | 1408562 | BLUEBERRY |
| Registration Number: | 1406774 | ACADIA |
| Registration Number: | 1401244 | PERENNIALS |
| Registration Number: | 1334344 | PFALTZGRAFF |
| Registration Number: | 1322216 | GAZEBO |
| Registration Number: | 1169763 | FOLK ART |
| Registration Number: | 1122402 | HERITAGE BY PFALTZGRAFF |
| Serial Number: | 78571736 | PFZ |

CORRESPONDENCE DATA

Fax Number: (212)704-5987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127046125
Email: trademarks@troutmansanders.com
Correspondent Name: Karl M. Zielaznicki, Esq.
Address Line 1: 600 Peachtree Street, NE, Suite 5200
Address Line 2: Troutman Sanders LLP c/o TM Docket Clerk
Address Line 4: Atlanta, GEORGIA 30308-2216

| | |
|---|---------------------------|
| ATTORNEY DOCKET NUMBER: | 356464.000524 |
| NAME OF SUBMITTER: | Karl M. Zielaznicki, Esq. |
| Signature: | /kmz/ |
| Date: | 12/27/2006 |
| Total Attachments: 5 source=PICToPZFDocument#page1.tif source=PICToPZFDocument#page2.tif source=PICToPZFDocument#page3.tif source=PICToPZFDocument#page4.tif source=PICToPZFDocument#page5.tif | |

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment of Trademarks”) is made as of the 11th day of July, 2005, from PFALTZGRAFF INVESTMENT CO., a corporation organized under the laws of the State of Delaware (“Assignor”) to PFZ ACQUISITION CORP., a corporation organized under the laws of the State of Delaware (“Assignee”).

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”) made and entered into as of the 17th day of June, 2005, by and among, (a) on one hand, THE PFALTZGRAFF CO., a corporation organized under the laws of the Commonwealth of Pennsylvania, THE PFALTZGRAFF MANUFACTURING CO., a corporation organized under the laws of the Commonwealth of Pennsylvania, PFALTZGRAFF INVESTMENT CO., a corporation organized under the laws of the State of Delaware, and THE PFALTZGRAFF OUTLET CO., a corporation organized under the laws of the State of Maryland; and (b) on the other hand, LIFETIME BRANDS, INC., a corporation organized under the laws of Delaware, PFZ ACQUISITION CORP., a corporation organized under the laws of Delaware, and PFALTZGRAFF FACTORY STORES, INC. (f/k/a PFZ OUTLET RETAIL, INC.), a corporation organized under the laws of Delaware; and

WHEREAS, in accordance with the Agreement, Assignor desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s respective worldwide right, title and interest in and to all of Assignor’s Trademarks (as defined in the Agreement) including, without limitation, the Trademarks listed in Schedule A annexed hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks including, without limitation, the Trademarks listed in Schedule A annexed hereto, any and all goodwill relating to the Trademarks and all rights to sue for past infringement of any Trademark and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles of conflicts of laws thereunder.

This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

Nothing in this Assignment of Trademarks shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment of Trademarks as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Assignment of Trademarks and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have each caused a duly authorized officer to execute this Assignment as of date first set forth hereinabove.

PFALTZGRAFF INVESTMENT CO.:

By: Alan L. Brayman
Name: ALAN L. Brayman
Title: Treasurer

State of Maryland)
Chesapeake) ss.:
City of Baltimore)

On this 11th day of July, 2005, before me, Aurie Courtney, personally appeared Alan L. Brayman of Pfaltzgraff Investment Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Aurie Courtney
Notary Public

Exp 4/1/2006

Accepted:

PFZ ACQUISITION CORP.:

By: [Signature]
Name:
Title:

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARKS**

Registered Trademarks – U.S.

| <i>Trademark</i> | <i>U.S. Registration No.</i> | <i>Registration Date</i> | <i>Expiration Date</i> |
|---------------------------------------|------------------------------|--------------------------|------------------------|
| Acadia | 1,406,774 | 08/26/86 | 08/26/06 |
| Alexandra | 1,502,253 | 08/30/88 | 08/30/08 |
| Ashcroft | 2,003,641 | 09/24/96 | 09/24/06 |
| Aura | 1,445,220 | 06/30/87 | 06/30/07 |
| Biscayne | 1,909,165 | 08/01/95 | 08/01/05 |
| Blueberry | 1,408,562 | 09/09/86 | 09/09/06 |
| Bonnie Brae | 1,937,524 | 11/21/95 | 11/21/05 |
| By Request | 2,712,719 | 05/06/03 | 05/06/03 |
| Christmas Collectibles by Pfaltzgraff | 1,351,726 | 07/30/85 | 07/30/05 |
| Filigree | 1,773,639 | 05/25/93 | 05/25/13 |
| Folk Art | 1,169,763 | 09/15/81 | 09/15/11 |
| Fresh Traditions by Pfaltzgraff | 1,324,634 | 03/12/85 | 03/12/05 |
| Garden Party | 1,408,561 | 09/09/86 | 09/09/06 |
| Gazebo | 1,322,216 | 02/26/85 | 02/26/05 |
| Grapevine | 1,675,560 | 02/11/92 | 02/11/12 |
| Hampton | 1,502,251 | 08/30/88 | 08/30/08 |
| Heritage by Pfaltzgraff | 1,122,402 | 07/17/79 | 07/17/09 |
| Innocence | 1,507,231 | 10/04/88 | 10/04/08 |
| Juniper | 2,326,912 | 03/07/00 | 03/07/10 |
| Kenilworth | 2,005,141 | 10/01/96 | 10/01/06 |
| Meadow Lane | 1,777,213 | 06/15/93 | 06/15/13 |
| Midnight Sun | 1,709,365 | 08/18/92 | 08/18/12 |
| Naturewood | 2,220,366 | 01/26/99 | 01/26/09 |
| Northwinds | 1,722,385 | 05/18/93 | 05/18/03 |
| Patina | 1,502,252 | 08/30/88 | 08/30/08 |
| Perennials | 1,401,244 | 07/15/86 | 07/15/06 |
| Pfaltzgraff (New Castle) | 1,344,344 | 05/07/85 | 05/07/05 |
| Pfaltzgraff | 1,919,285 | 09/19/95 | 09/19/05 |
| Pfaltzgraff's Collectors Series | 1,474,213 | 01/26/88 | 01/26/08 |
| Pfaltzgraff w/new logo | 2,723,639 | 06/10/03 | 06/10/13 |
| Poetry | 1,361,985 | 09/24/85 | 09/24/05 |
| Portfolio | 1,873,305 | 01/10/95 | 01/10/12 |
| Remembrance | 1,340,799 | 06/11/85 | 06/11/05 |
| Saratoga | 1,511,003 | 11/01/88 | 11/01/08 |
| Secrets | 1,361,984 | 09/24/85 | 09/24/05 |
| Sky Stoneware by Pfaltzgraff | 1,488,505 | 05/17/88 | 05/17/08 |
| The Tea Rose Collection | 1,401,243 | 07/15/86 | 07/15/06 |
| Trousseau | 1,438,093 | 04/28/87 | 04/28/07 |

| <i>Trademark</i> | <i>U.S. Registration No.</i> | <i>Registration Date</i> | <i>Expiration Date</i> |
|------------------------|------------------------------|--------------------------|------------------------|
| Village by Pfaltzgraff | 1,342,710 | 06/18/85 | 06/18/05 |
| Winterberry | 1,701,122 | 07/14/92 | 07/14/12 |
| Wyndham | 1,408,563 | 09/09/96 | 09/09/96 |

Registered Trademarks - Foreign

The mark "Pfaltzgraff" is registered in the following countries:

| <i>Country</i> | <i>Registration No.</i> | <i>Registration Date</i> | <i>Expiration Date</i> |
|----------------|-------------------------|--------------------------|------------------------------|
| Argentina | 2.118.116 Class 8 | 1/28/99 | 1/28/09 |
| | 2.118.117 Class 21 | 1/28/99 | 1/28/2009 |
| Australia | 662033 Class 8 | 12/6/96 | 5/24/2015 |
| | 662034 Class 21 | 12/6/96 | 5/24/2015 |
| Canada | 429,892 | 7/1/94 | 6/30/2009 |
| Canada | 423,294 | 2/18/94 | 2/17/09 |
| Chile | 398.944 Class 8 | 7/10/98 | 7/10/2008 |
| | 646.332 Class 21 | 10/22/02 | 10/22/2012 |
| Columbia | 213061 Class 8 | 9/28/98 | 9/28/2008 |
| | 213422 Class 21 | 9/28/98 | 9/28/2008 |
| Israel | 98845 Class 8 | 5/25/02 | 5/25/2016 |
| | 98846 Class 21 | 5/25/02 | 5/25/2016 |
| Italy | 717,313 Class 21 | 7/16/97 | 5/24/2005 (renewal filed) |
| Japan | 4005860 Class 8 | 5/30/97 | 5/30/2007 |
| | 4000030 Class 21 | 4/25/97 | 4/25/2007 |
| Mexico | 540105 Class 21 | 1/28/97 | 5/15/2015 |
| Mexico | 575,342 Class 8 | | |
| New Zealand | 249198 Class 21 | 4/16/97 | 5/17/2016 |
| UK | 2022133 Class 8 & 21 | 5/26/95 | 5/26/2015 |
| Thailand | 535251 Class 21 | 11/4/03 | 11/4/2013 |
| Venezuela | 24964 Class 8 | 1/8/99 | 1/8/2009 |
| | 24963 Class 21 | 1/8/99 | 1/8/2009 |

Pending Trademark Applications – U.S.

| <i>Trademark</i> | <i>U.S. Serial No.</i> | <i>Application Date</i> |
|-------------------|------------------------|-------------------------|
| Perfect Pie Plate | S/N 78460915 | 8/03/2004 |
| PFZ | S/N 78571736 | 2/21/2005 |

Pending Trademark Application -- Foreign

| <i>Country</i> | <i>Status</i> | <i>Application Date</i> |
|----------------|---|-------------------------|
| China (PRC) | Application filed; Registration is pending(Class 21) | 3/2/2004 |

Unregistered marks *

- | | | |
|-------------------------------------|--------------------------|------------------------------|
| 1. America | 29. Frost Block | 58. Passage |
| 2. April | 30. Frost Block Midnight | 59. Pepperberry |
| 3. Arctic Night | 31. Garden District | 60. Pfaltzgraff (old castle) |
| 4. Arctic White | 32. Ginger | 61. Potter's Glen |
| 5. Angel | 33. Hamptons | 62. Providence |
| 6. Breakers Point | 34. Heirloom | 63. Radius |
| 7. Cape May | 35. Heritage | 64. Red Hot |
| 8. Cappuccino | 36. Holiday Garland | 65. Rio |
| 9. Caramel | 37. Holiday Gold | 66. Sandbar |
| 10. Castle (new w/o Pfaltzgraff) | 38. Holiday Market | 67. Sedona |
| 11. Cayenne | 39. Holiday Spice | 68. Serenity Green |
| 12. Central Market | 40. Island Shores Colors | 69. Shelby |
| 13. Chicory | 41. Italian Vine | 70. Sicily |
| 14. Christmas Heritage | 42. La Rochelle | 71. Sierra |
| 15. Cloverhill Floral | 43. Linea | 72. Snow Bear |
| 16. Crew | 44. Melissa | 73. Snow Village |
| 17. Delicato | 45. Merlot | 74. Sphere |
| 18. Delicious | 46. Mission Flower | 75. Stateroom |
| 19. Denim | 47. Mountain Shadow | 76. Summer Breeze |
| 20. Empire | 48. Mystic | 77. Tandem |
| 21. Empire Red | 49. Napoli | 78. Vienna Floral |
| 22. Equator | 50. Napoli Solids | 79. Watercolor Navy |
| 23. Evening Sun | 51. Night Surf | 80. Watercolor Red |
| 24. Fennel | 52. Nuance Red | 81. Winter Frost |
| 25. Floral Breeze | 53. Nuance Gold | 82. Winterberry |
| 26. Flower Garden | 54. Nuance Sage | 83. Winterwood |
| 27. Flower Market | 55. Ocean Breeze | 84. Yorktowne Classics |
| 28. French Quarter | 56. Orleans | |
| | 57. Pacific Breeze | |

* Notwithstanding any provision in the Agreement to the contrary, Sellers make no representation that they own rights in these design names, either common law rights or otherwise.