

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lifetime Brands, Inc.		03/21/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	534 Broadhollow Rd.
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	National Association: DELAWARE

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	0794791	ACCENT
Registration Number:	2385000	ADIRONDACK
Registration Number:	2542106	ARABELLA
Registration Number:	1913368	ARCTIC LIGHTS
Registration Number:	1098182	BONNE CUISINE
Registration Number:	0741972	CERA-STONE
Registration Number:	3380131	CHEF'S WHITE COLLECTION
Registration Number:	1616778	CHRISTOPHER STUART
Registration Number:	1103912	COUNTRY CLUB
Registration Number:	0802695	ELITE
Registration Number:	1910118	ENGLISH COUNTRYSIDE
Registration Number:	1905661	FLAME D'AMOUR
Registration Number:	2604471	FLAME D'AMORE
Registration Number:	1169363	FRENCH COUNTRYSIDE

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Registration Number:	2593805	GARDEN BLOOM
Registration Number:	2418651	GARDEN HARVEST
Serial Number:	77101365	GOURMET BASICS BY MIKASA
Registration Number:	2597467	ITALIAN COUNTRYSIDE
Registration Number:	1907392	JAMESTOWN GOLD
Registration Number:	1705041	MIKASA
Registration Number:	1620866	MIKASA
Registration Number:	0681148	MIKASA
Registration Number:	2249524	MIKASA
Registration Number:	0842420	MIKASA
Registration Number:	2396112	MIKASA.COM
Registration Number:	1095245	NATURAL BEAUTY
Registration Number:	1918862	OPTIMA
Registration Number:	2072941	SONATA
Registration Number:	1097522	STONECRAFT
Registration Number:	1095242	STONE MANOR
Registration Number:	1121891	STRATFORD
Registration Number:	1108699	STUDIO GLAZE
Registration Number:	1095244	STUDIO KRAFT
Registration Number:	1741348	STUDIO NOVA
Registration Number:	1913367	STUDIO NOVA
Registration Number:	1619471	STUDIO NOVA
Registration Number:	1104352	ULTRA CERAM

**CORRESPONDENCE DATA**

Fax Number: (212)451-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-451-2300  
Email: kzecha@olshanlaw.com  
Correspondent Name: Olshan Grundman Frome Rosenzweig & Wolos  
Address Line 1: 65 E 55th Street  
Address Line 2: Attn: Mary Grieco  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	6886.013
NAME OF SUBMITTER:	Mary Grieco
Signature:	/mary grieco/

**TRADEMARK**

**REEL: 003974 FRAME: 0455**

Date:

04/22/2009

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **LIFETIME BRANDS, INC.**, a Delaware corporation (the "*Grantor*"), is obligated to **HSBC BANK USA, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "*Secured Party*") and the lenders from time to time party to the Second Amended and Restated Credit Agreement, dated as of October 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, such lenders and the Secured Party, and pursuant to which the Grantor has entered into the Amended and Restated Security Agreement, dated as of October 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the subsidiaries of Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 534 Broadhollow Road, Melville, New York 11747.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 31<sup>st</sup> day of March 2009.

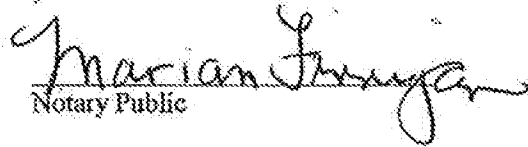
LIFETIME BRANDS, INC.

By: 

Name: Laurence Winokher  
Title: SVP Finance + CFO

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss.:

On the 31<sup>st</sup> day of March in the year 2009 before me, the undersigned, personally appeared LAURENCE WINOKER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

My Commission Expires:

6.30.2010

MARIAN FINNIGAN  
Notary Public, State of New York  
No. 01F14798434  
Qualified in Queens County  
Commission Expires June 30, 2010

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by Lifetime Brands, Inc.  
Dated as of March 31, 2009

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
Accent	72195999	794791
Adirondack	75656475	2385000
Arabella	75687366	2542106
Arctic Lights	74541839	1913368
Bonnie Cuisine	73145625	1098182
Cera-Stone	72139455	741972
Chef's White Collection	77032417	3380131
Christopher Stuart & Design	73830428	1616778
Country Club	73145358	1103912
Elite	72212940	802695
English Countryside	74541585	1910118
Flame D'Amour	74542240	1905661
Flame D'Amore	76292192	2604471
French Countryside	73244095	1169363
Garden Bloom	76110840	2593805
Garden Harvest	75594133	2418651
Gourmet Basics by Mikasa	77101365	
Italian Countryside	76204995	2597467
Jamestown Gold	74541833	1907392
Mikasa	74209294	1705041
Mikasa	73828067	1620866
Mikasa	72046044	0681148
Mikasa	75464935	2249524
Mikasa and Design	72259877	0842420
Mikasa.Com	75086950	2396112

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
Natural Beauty	73140693	1095245
Optima	74802356	1918862
Sonata	74541201	2072941
Stonecraft	73149763	1097522
Stone Manor	73140689	1095242
Stratford	73150741	1121891
Studio Glaze	73140686	1108699
Studio Kraft	73140692	1095244
Studio Nova	74269766	1741348
Studio Nova	74541834	1913367
Studio Nova	73828063	1619471
Ultra Ceram	73150742	1104352