

Additional Conveying Parties:

Delco International, Ltd.
163-181 Kenwood Avenue
Oneida, New York 13421

THC Systems, Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Kenwood Silver Company, Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Oneida Silversmiths Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Oneida International Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Buffalo China, Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Oneida Food Service, Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Sakura, Inc.
163-181 Kenwood Avenue
Oneida, New York 13421

Universal Tabletop, Inc.
142 57th Street, 17th Floor
New York, NY 10019

Oneida Canada, Limited
8699 Stanley Avenue
Niagara Falls, Ontario
Canada L2E6X8

Additional Trademark Collateral

F/W = Flatware
 H/W = Holloware
 D/W = Dinnerware
 G/W = Glassware and/or crystal

Oneida Ltd.: U.S. Trademarks

<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
Adelphia	2,993,275	09/06/05
Aquarius	2496315	10/9/01
Ariel	3,160,902	10/17/06
Beethoven	924,490	11/23/71
Botticelli	3,925,735	03/01/2011
Brahms	1,000,408	12/24/74
Bring Life to the Table	3,496,928	09/02/08
Bring Life to the Table	3,547,323	12/16/08
Caprice	2,455,973	05/29/01
Cello	1,212,195	10/12/82
Chanterelle	2,979,689	07/26/05
Chatelaine	916270	7/13/71
Clarette	1,392,161	05/06/86
Crestwood	2,693,204	03/04/03
Cubby Bear	2,131,078	01/20/98
Culinaria	3,934,239	3/22/11
Culinaria	3,938,083	3/29/11
Eastview	3,270,018	07/24/07
Heiress	2,032,263	01/21/97
Oneida	3,759,303	3/9/10
Oneida Chef's Table	Pending	Pending
Oneida Global Foodservice	77/824,889	09/11/09
Oneida Hotel	3,772,396	4/6/10
Ophelia	2,974,315	07/19/05
Royal Flute	1,706,289	08/11/92
Sharon	2,958,651	05/31/05
Shoreline	640,993	02/05/57
St. Ives	1,164,415	08/11/81

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oneida, Ltd.		09/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 128

Property Type	Number	Word Mark
Registration Number:	1079716	ACT I
Registration Number:	0645392	AFFECTION
Registration Number:	1072554	APPLIQUE
Registration Number:	2195522	AQUARIUS
Registration Number:	2496315	AQUARIUS
Registration Number:	0744744	ARBOR ROSE
Registration Number:	0512066	ASHLEY
Registration Number:	0867895	BALLAD
Registration Number:	0876499	BARBARA
Registration Number:	0519569	BARONET
Registration Number:	0846242	BAROQUE ROSE
Registration Number:	0870470	BENNINGTON
Registration Number:	1181156	BLUE RIDGE
Registration Number:	0959353	BOTTICELLI

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TRADEMARK
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 REEL: 004661 FRAME: 0341

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Registration Number:	0785546	CANTATA
Registration Number:	0854603	CASA GRANDE
Registration Number:	1706604	CASTLE COURT
Registration Number:	0669893	CHALICE
Registration Number:	0876498	CHATEAU
Registration Number:	0509833	CHAUMONT
Registration Number:	0646815	COLEBROOK
Registration Number:	0712476	COMMUNITY
Registration Number:	0134050	COMMUNITY
Registration Number:	0337956	CORONATION
Registration Number:	0837891	COUNTRYSIDE
Registration Number:	1496810	REGO
Registration Number:	0542855	DAMASK ROSE
Registration Number:	1725476	DAMASK ROSE
Registration Number:	2620379	DELCO
Registration Number:	2617375	DELCO
Registration Number:	2617374	DELCO
Registration Number:	0889693	DOVER
Registration Number:	0849379	DOVER
Registration Number:	0984215	DU MAURIER
Registration Number:	1177304	DUNES
Registration Number:	1362989	EASTON
Registration Number:	0247949	ENCHANTMENT
Registration Number:	0796375	ENVOY
Registration Number:	2266744	ETAGE
Registration Number:	0512068	ETON
Registration Number:	0274988	FLIGHT
Registration Number:	0685541	FLIRTATION
Registration Number:	0876507	FOREVER
Registration Number:	0799089	GLEN COVE
Registration Number:	0857896	GRANDEUR
Registration Number:	0436275	HARMONY
Registration Number:	2036837	HEIRLOOM
Registration Number:	0977690	HEIRLOOM
Registration Number:	1216751	HICKORY

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REEL: 003419 FRAME: 0800

REEL: 004661 FRAME: 0342

Registration Number:	0646810	JEFFERSON
Registration Number:	1362990	JUILLIARD
Registration Number:	0849007	KENWOOD
Registration Number:	0894079	LOUISIANA
Registration Number:	1362987	LTD
Registration Number:	2075123	MAJESTICWARE
Registration Number:	0506560	MANSION HOUSE
Registration Number:	0854095	MANSION PARK
Registration Number:	1362988	MARQUETTE
Registration Number:	0844559	MARTINIQUE
Registration Number:	0645401	MAYBROOK
Registration Number:	0899170	MELISSA
Registration Number:	0900228	MICHELANGELO
Registration Number:	0884999	MICHELANGELO
Registration Number:	0964131	MODERN ANTIQUE
Registration Number:	0899171	MONTE CARLO
Registration Number:	0833190	NOBILITY
Registration Number:	0280604	NOBLESSE
Registration Number:	1989764	NORTHLAND
Registration Number:	1208446	NOTTINGHAM
Registration Number:	2031987	ONEIDA
Registration Number:	0631695	ONEIDA
Registration Number:	0682551	ONEIDA
Registration Number:	0850953	ONEIDA
Registration Number:	0851740	ONEIDA
Registration Number:	1177324	ONEIDA
Registration Number:	2283002	ONEIDA
Registration Number:	2230913	ONEIDA
Registration Number:	2567148	ONEIDA
Registration Number:	2299604	ONEIDA
Registration Number:	2525748	ONEIDA
Registration Number:	2425852	ONEIDA
Registration Number:	2141599	ONEIDA
Registration Number:	2095127	ONEIDA
Registration Number:	2146917	ONEIDA

Registration Number:	2540802	ONEIDA
Registration Number:	2883927	ONEIDA
Registration Number:	2606501	ONEIDA.COM
Registration Number:	0870429	ONEIDACRAFT
Registration Number:	2573555	ONEIDAWARE
Registration Number:	0185759	ONEIDA COMMUNITY
Registration Number:	0818237	ONEIDA
Registration Number:	0818253	ONEIDA
Registration Number:	2806347	ONEIDA HOME
Registration Number:	1065754	OL ONEIDA
Registration Number:	0439623	PARK LANE
Registration Number:	0635891	PEER
Registration Number:	0876503	PENDANT
Registration Number:	2435750	PORT OF CALL
Registration Number:	0953095	POST ROAD
Registration Number:	0878501	PROPOSAL
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	0755945	1881 ROGERS STAINLESS
Registration Number:	0878500	RIO
Registration Number:	0805167	WM. A. ROGERS
Registration Number:	0805119	WM. A. ROGERS
Registration Number:	0844991	ROYAL PROVINCIAL
Registration Number:	2834012	SAKURA
Registration Number:	0836656	SATINIQUE
Registration Number:	0439625	SENECA
Registration Number:	0847602	SILVER ARTISTRY
Registration Number:	1968249	SOUTHERN GARDEN
Registration Number:	2355306	SP
Registration Number:	0528493	STANTON HALL
Registration Number:	0879889	SWEET BRIAR
Registration Number:	2409298	TABLETRENDZ
Registration Number:	2049760	THE ART OF DINING
Registration Number:	0874194	THOR
Registration Number:	2513666	TORSADE

TRADEMARK

REEL: 0034 FRAME: 0802

REEL: 004661 FRAME: 0344

Registration Number:	2195521	UNITY
Registration Number:	1168866	VALERIE
Registration Number:	2195520	VECTRA
Registration Number:	0875082	WILL 'O' WISP
Registration Number:	0850218	WILL 'O' WISP
Registration Number:	0857866	WOODMERE
Registration Number:	0876013	DUCHESS
Registration Number:	0518836	LASTING SPRING
Registration Number:	0631265	PROFILE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038283-0050 (ABL-ONEIDA)

NAME OF SUBMITTER: Anna T Kwan

Signature: /Anna T Kwan/

Date: 10/31/2006

Total Attachments: 18
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2011 (this "Amendment"), is entered into by Oneida Ltd., a Delaware corporation ("Oneida"), and each subsidiary or affiliate of Oneida party to the Credit Agreement (together with Oneida, the "Grantors") in favor of Wells Fargo Bank, National Association ("Wells Fargo"), successor by merger to Wachovia Bank, National Association, as collateral agent for the benefit of the Secured Parties (in its capacity as collateral agent, the "Collateral Agent").

WHEREAS, the Grantors have entered into that certain Loan and Security Agreement, dated as of September 15, 2006, among the financial institutions listed on the signature pages thereof (such financial institutions, together with their respective successors and assigns, are referred to hereinafter as the "Lenders"), the Grantors, Wells Fargo, as administrative agent for the Lenders and the Collateral Agent (as such agreement has been amended by First Amendment to Loan and Security Agreement, dated November 24, 2010, Second Amendment to Loan and Security Agreement, dated November 24, 2010, and Third Amendment to Loan and Security Agreement, dated as of even date herewith, and as may be amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and, in connection therewith, certain Grantors executed and delivered to Collateral Agent that certain Trademark Security Agreement, dated September 15, 2006, as recorded with the United States Patent and Trademark Office at Reel No. 3418, Frame 0799 (the "Trademark Security Agreement");

WHEREAS, Grantors have certain additional trademarks, service marks, trade names, and trademark and service mark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Grantors and Secured Party now wish to amend the Trademark Security Agreement to include such additional trademarks, service marks, trade names, and trademark and service mark applications.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement.

SECTION 2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the trademarks, service marks, trade names, and trademark and service mark applications described on Schedule A attached hereto (such Trademark Collateral described on Schedule A hereto being referred to, and further defined herein, as the "Additional Trademark Collateral").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 3 of this Amendment.

(c) All references to "Wachovia Bank, National Association" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to mean Wells Fargo Bank, National Association, as successor by merger to Wachovia Bank, National Association.

SECTION 3. GRANT OF SECURITY INTEREST IN ADDITIONAL TRADEMARK COLLATERAL. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor hereby confirms and reaffirms its prior grant to Collateral Agent, for the benefit of Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in and continuing first lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Additional Trademark Collateral"):

- (a) all trademarks, service marks, trade names, and trademark and service mark applications, including, without limitation, those set forth on Schedule A hereto;
- (b) all extensions, renewals, and reissues of any of the foregoing,
- (c) all licenses of any of the foregoing,
- (d) all goodwill associated with or symbolized by of any of the foregoing,
- (e) all rights to sue for past, present, and future infringement of any of the foregoing, and all other rights related to any of the foregoing.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amendment.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (a) the sale, transfer or other disposition of any Trademark Collateral, including Additional Trademark Collateral, in accordance with the Credit Agreement or (b) the Termination Date, the Collateral Agent shall execute and deliver to the Grantor all instruments and other documents as may be necessary or

proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 6. EFFECT OF AMENDMENT. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

SECTION 7. COUNTERPARTS. This Amendment may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS

ONEIDA LTD.

By: 

Name: Andrew G. Church
Title: Chief Financial Officer

BUFFALO CHINA, INC.
DELCO INTERNATIONAL, LTD.
SAKURA, INC.
TEC SYSTEMS, INC.
KENWOOD SILVER COMPANY, INC.
ONEIDA SILVERSMITHS, INC.
ONEIDA INTERNATIONAL INC.
ONEIDA FOOD SERVICE INC.
ONEIDA CANADA, LIMITED

By: 

Name: Andrew G. Church
Title: Chief Financial Officer

UNIVERSAL TABLETOP, INC.

By: 

Name: Andrew G. Church
Title: Chief Financial Officer

COLLATERAL AGENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name:
Title:

Amendment No. 1 to Trademark Security Agreement (ABL)

TRADEMARK
REEL: 004661 FRAME: 0349

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS

ONEIDA LTD.

By: _____
Name: Andrew G. Church
Title: Chief Financial Officer

BUFFALO CHINA, INC.
DELCO INTERNATIONAL, LTD.
SAKURA, INC.
THC SYSTEMS, INC.
KENWOOD SILVER COMPANY, INC.
ONEIDA SILVERSMITHS, INC.
ONEIDA INTERNATIONAL INC.
ONEIDA FOOD SERVICE INC.
ONEIDA CANADA, LIMITED

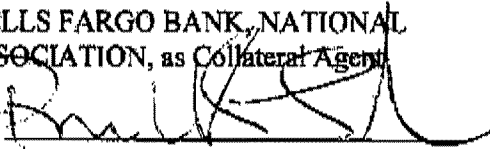
By: _____
Name: Andrew G. Church
Title: Chief Financial Officer

UNIVERSAL TABLETOP, INC.

By: _____
Name: Andrew G. Church
Title: Chief Financial Officer

COLLATERAL AGENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By:  _____
Name:
Title: