

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chef'n Corporation		03/02/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	277 Park Avenue, 22nd Floor, Attn: ABL Portfolio Manager		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4060901	BANANZA BANANA SLICER	
Registration Number:	1484302	CHEF'N	
Registration Number:	3024231	CHEF'N	
Registration Number:	3696255	CLEANGENUITY	
Registration Number:	5262414	D.STIL	
Registration Number:	3105820	DUAL GRINDER	
Registration Number:	4232495	EMULSTIR	
Registration Number:	4232492	ERGOSPHERE	
Registration Number:	2650848	EZ SQUEEZE	
Registration Number:	3766123	EZ SQUEEZE	
Registration Number:	3385206	FLEXICADO	
Registration Number:	4284121		
Registration Number:	4333535	FRESHFORCE	
Registration Number:	3509596	GARLICZOOM	
Registration Number:	3385205	KITCHZEN	
Registration Number:	3148584	LAB921	
Registration Number:	3920918	LAB921	
Registration Number:	3505803	OIL WAND	
Registration Number:	3709772	PALMBRUSH	

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Property Type	Number	Word Mark
Registration Number:	4027376	PALMPEELER
Registration Number:	2697081	PEPPER BALL
Registration Number:	4060918	QUICKPIT
Registration Number:	3283779	SLEEKSTOR
Registration Number:	2703646	
Registration Number:	3505850	SPICESHOT
Registration Number:	3470721	SPICESTRO
Registration Number:	4232493	STEM GEM
Registration Number:	3006428	SWITCHIT
Registration Number:	4181718	VEGGICHOP
Registration Number:	4232494	VEGGISTEAM
Registration Number:	3505802	ZIPFLIP

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0047

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 03/06/2018

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 March 2, 2018 by and from THE CHEF’N CORPORATION, a Washington 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 Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, Lifetime Brands, Inc., a Delaware corporation (“Borrower”), certain Subsidiaries of Borrower, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, certain Subsidiaries of Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, Borrower and certain Subsidiaries of Borrower have entered into an ABL Pledge and Security Agreement dated as of the date hereof (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 Credit 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 Subsidiary Guarantors under the Credit 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:

THE CHEF'N CORPORATION

By: 

Name: Ronald Shifan

Title: Vice Chairman

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Owner	Trademark	Registration #	Registration Date
Chef'N Corporation	BANANZA BANANA SLICER	4060901	11/22/11
Chef'N Corporation	CHEF'N	1484302	04/12/88
Chef'N Corporation	CHEF'N	3024231	12/06/05
Chef'N Corporation	CLEANGENUITY	3696255	10/13/09
Chef'N Corporation	D.STIL	5262414	08/08/17
Chef'N Corporation	DUAL GRINDER	3105820	06/20/06
Chef'N Corporation	EMULSTIR	4232495	10/30/12
Chef'N Corporation	ERGOSPHERE	4232492	10/30/12
Chef'N Corporation	EZ SQUEEZE	2650848	11/12/02
Chef'N Corporation	EZ SQUEEZE	3766123	03/30/10
Chef'N Corporation	FLEXICADO	3385206	02/19/08
Chef'N Corporation	FRESH FORCE DESIGN	4284121	01/29/13
Chef'N Corporation	FRESHFORCE	4333535	05/14/13
Chef'N Corporation	GARLICZOOM	3509596	09/30/08
Chef'N Corporation	KITCHZEN	3385205	02/19/08
Chef'N Corporation	LAB921	3148584	09/26/06
Chef'N Corporation	LAB921	3920918	02/15/11
Chef'N Corporation	OIL WAND	3505803	09/23/08
Chef'N Corporation	PALMBRUSH	3709772	11/10/09
Chef'N Corporation	PALMPEELER	4027376	09/20/11
Chef'N Corporation	PEPPERBALL	2697081	03/18/03
Chef'N Corporation	QUICKPIT	4060918	11/22/11
Chef'N Corporation	SLEEKSTOR	3283779	08/21/07
Chef'N Corporation	SPHERICAL CONDIMENT GRINDER PRODUCT SHAPE	2703646	04/08/03
Chef'N Corporation	SPICESHOT	3505850	09/23/08
Chef'N Corporation	SPICESTRO	3470721	07/22/08
Chef'N Corporation	STEM GEM	4232493	10/30/12
Chef'N Corporation	SWITCHIT	3006428	10/11/05
Chef'N Corporation	VEGGICHOP	4181718	07/31/12
Chef'N Corporation	VEGGISTEAM	4232494	10/30/12
Chef'N Corporation	ZIPFLIP	3505802	09/23/08