# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM526785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oneida, LLC		01/25/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	10 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
Registration Number:	5476776	LANCASTER GARDEN
Registration Number:	5476775	KNIT
Registration Number:	5434364	TRAPEZE
Registration Number:	5434365	TENOR
Registration Number:	4135501	SANT'ANDREA
Registration Number:	2104884	BELMORE
Registration Number:	1181156	BLUE RIDGE
Registration Number:	5311452	CARESSA
Registration Number:	5275114	CATO
Registration Number:	5311453	CHORD
Registration Number:	5255595	CIRCA
Registration Number:	5410240	CROMWELL
Registration Number:	2617374	DELCO
Registration Number:	2617375	DELCO
Registration Number:	2620379	DELCO
Registration Number:	1177304	DUNES
Registration Number:	2266744	ETAGE
Registration Number:	0512068	ETON
Registration Number:	5320021	JAZZ
		TRADEMARK

900501654

**REEL: 006664 FRAME: 0328** 

Property Type	Number	Word Mark
Registration Number:	2094572	LEXINGTON
Registration Number:	5399399	MONTAGUE
Registration Number:	5270314	MOOD
Registration Number:	5472652	NEXUS
Registration Number:	0280604	NOBLESSE
Registration Number:	5275113	OTHELLO
Registration Number:	5251050	QUEENSBURY
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	5255596	ROYALE
Registration Number:	5311454	SAHARA
Registration Number:	2651556	SANT' ANDREA
Registration Number:	2668370	SANT ANDREA
Registration Number:	2671450	SANT' ANDREA
Registration Number:	0439625	SENECA
Registration Number:	5383778	SURREY
Registration Number:	0874194	THOR
Registration Number:	2195521	UNITY
Registration Number:	4068998	ONEIDA FOODSERVICE
Serial Number:	87826232	FRANCIA
Serial Number:	87826270	PENSATO
Serial Number:	87860118	ANELLI
Serial Number:	87860126	RADIOSO
Serial Number:	87769839	SANT'ANDREA ADAGIO
Serial Number:	87769841	SANT'ANDREA AMORE
Serial Number:	87769836	SANT'ANDREA BRIO
Serial Number:	87769835	SANT'ANDREA FURIOSO
Serial Number:	87769831	SANT'ANDREA PENSATO
Serial Number:	87950979	ESPREE
Serial Number:	88103732	BRAHMIN
Registration Number:	2386731	SANT'ANDREA
Registration Number:	2469654	SANT'ANDREA
Registration Number:	3925735	BOTTICELLI
Serial Number:	87342440	BOTTICELLI UNO

### **CORRESPONDENCE DATA**

**Fax Number:** 2158325619

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:** 2155695619

**Email:** pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	155656-01200
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	06/06/2019

### **Total Attachments: 22**

source=06 Intellectual Property Security Agreement (Oneida)#page1.tif source=06 Intellectual Property Security Agreement (Oneida)#page2.tif source=06 Intellectual Property Security Agreement (Oneida)#page3.tif source=06 Intellectual Property Security Agreement (Oneida)#page4.tif source=06 Intellectual Property Security Agreement (Oneida)#page5.tif source=06 Intellectual Property Security Agreement (Oneida)#page6.tif source=06 Intellectual Property Security Agreement (Oneida)#page7.tif source=06 Intellectual Property Security Agreement (Oneida)#page8.tif source=06 Intellectual Property Security Agreement (Oneida)#page9.tif source=06 Intellectual Property Security Agreement (Oneida)#page10.tif source=06 Intellectual Property Security Agreement (Oneida)#page11.tif source=06 Intellectual Property Security Agreement (Oneida)#page12.tif source=06 Intellectual Property Security Agreement (Oneida)#page13.tif source=06 Intellectual Property Security Agreement (Oneida)#page14.tif source=06 Intellectual Property Security Agreement (Oneida)#page15.tif source=06 Intellectual Property Security Agreement (Oneida)#page16.tif source=06 Intellectual Property Security Agreement (Oneida)#page17.tif source=06 Intellectual Property Security Agreement (Oneida)#page18.tif source=06 Intellectual Property Security Agreement (Oneida)#page19.tif source=06 Intellectual Property Security Agreement (Oneida)#page20.tif source=06 Intellectual Property Security Agreement (Oneida)#page21.tif source=06 Intellectual Property Security Agreement (Oneida)#page22.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of January 25, 2019, by and between ONEIDA, LLC, a Delaware limited liability company ("Pledgor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, "Agent") for the benefit of the Lenders (as defined in the Loan Agreement, defined below).

### $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$ :

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of January 25, 2019 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Loan Agreement"), by and among the Credit Parties from time to time a party thereto, Agent and the Secured Parties have agreed to make certain Loans and other extensions of credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Secured Parties are willing to continue to extend credit to Pledgor and the other Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of Pledgor and the other Credit Parties.

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

### 1. Defined Terms.

- (a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.
- (b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.
- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.
- 2. <u>Incorporation of Premises</u>. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.
- 3. <u>Incorporation of the Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

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- 4. <u>Grant of Security Interest in Trademarks, Patents, Copyrights, Domain Names and Licenses</u>. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and hereafter acquired or arising:
- (i) trademarks, trade names, registered trademarks, trademark applications, (a) service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;
- (b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;
- (c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits;

- (d) rights under or interest in any patent, trademark or copyright license agreements under which Pledgor licenses rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically; and
- (e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on <u>Schedule 5</u> attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the "**Domain Names**"), and all proceeds of the foregoing.
- 5. Restrictions on Future Agreements. Pledgor shall not, without Agent's prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.
- 6. New Intellectual Property Rights. Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which Pledgor is the licensee or licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by Pledgor, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by Pledgor to any Person other than Agent for the benefit of the Secured Parties and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, as licensor, or license renewals, (v) enter into any new license agreement, or (vi)

obtain rights or become entitled to the benefits of any additional Domain Names, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Pledgor shall give to Agent reasonably prompt written notice of events described in clauses (i) and (vi) of the preceding sentence. Pledgor hereby agrees to modify this Agreement (A) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (B) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (C) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (D) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (E) by amending Schedule 5 to include any future Domain Names. Pledgor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

- 7. <u>Royalties</u>. Pledgor hereby agrees that the use by Agent of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under <u>Paragraph 16</u> or pursuant to the Loan Agreement shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Secured Parties to Pledgor.
- 8. <u>Further Assignments and Security Interest</u>. Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.
- 9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated, as more fully provided for in the Loan Agreement. When this Agreement has terminated, Agent shall promptly execute and deliver to Pledgor, at Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses, subject to any disposition thereof which may have been made by Agent or the Secured Parties, or any of them, pursuant to this Agreement.
- 10. <u>Duties of Pledgor</u>. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter

until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of Pledgor's business without the prior written consent of Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Agent and Secured Parties shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

- Indemnification by Pledgor. Pledgor hereby agrees to indemnify and hold 11. harmless Agent and the Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Agent and/or the Secured Parties in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, Agent and/or the Secured Parties are judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.
- 12. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights, Domain Names and Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).
- 13. <u>Waivers</u>. Agent's failure, at any time or times hereafter, to require strict performance by Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Pledgor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Pledgor contained in this Agreement shall be deemed to have been suspended or waived by

Agent unless such suspension or waiver is in writing signed by an officer of Agent, and directed to Pledgor and specifying such suspension or waiver.

- 14. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 15. <u>Modification</u>. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in <u>Paragraph 6</u> hereof or in a written instrument signed by the parties hereto.

### 16. <u>Power of Attorney; Cumulative Remedies</u>.

- Pledgor hereby irrevocably designates, constitutes and appoints Agent (a) (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as Pledgor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Pledgor's or Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Patents, Copyrights, Domain Names or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Secured Parties under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.
- (b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code or the Personal Property Security Act (the "PPSA") as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code or the PPSA, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect

such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. <u>Successors and Assigns</u>. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent, the other members of the Secured Parties and their nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of Pledgor; <u>provided</u>, <u>however</u>, <u>that</u>, Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

### 18. Choice of Governing Law; Construction; Forum Selection.

- (a) THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.
- To induce Agent and Secured Parties to accept this Agreement, Pledgor irrevocably agrees that, subject to the sole and absolute election of Agent, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. PLEDGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST PLEDGOR BY AGENT OR SECURED PARTIES IN ACCORDANCE WITH THIS PARAGRAPH <u>18</u>.

- 19. Waiver of Jury Trial. PLEDGOR, AGENT AND EACH SECURED PARTY EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR, ANY ALLEGED TORTIOUS CONDUCT BY PLEDGOR, AGENT OR SUCH SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP AMONG PLEDGOR, AGENT AND SECURED PARTIES. IN NO EVENT SHALL AGENT OR SECURED PARTIES BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- 20. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
- 21. <u>Paragraph Titles</u>. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- 22. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.
- 23. <u>Merger</u>. This Agreement, together with the other Loan Documents, represents the final agreement of Pledgor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Pledgor and Agent.
  - 24. <u>Effectiveness</u>. This Agreement shall become effective on the Closing Date.
- 25. <u>Intercreditor Agreement</u>. This Agreement and the rights and actions of Agent are subject in all respects to the Term Loan Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ONEIDA, LLC, as Pledgor

Name: Mark Hedstrom

Title: Vice President

[Signatures Continued on Following Page]

# [Signatures Continued from Previous Page]

# WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: <u>All Jan ES</u>

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Crown-Oneida)]

TRADEMARK

REEL: 006664 FRAME: 0340

# **Trademarks and Trademark Applications**

United States of America   LANCASTER GARDEN   Oneida, LLC   87/388,355   Mar 28, 2017   \$476776   May 22, 2018   States of America   United States of America   TRAPEZE   Oneida, LLC   87/388,345   Mar 28, 2017   \$476775   May 22, 2018   States of America   TRAPEZE   Oneida, LLC   87/289,721   Jan 4, 2017   \$434364   Mar 27, 2018   States of America   TENOR   Oneida, LLC   87/289,726   Jan 4, 2017   \$434365   Mar 27, 2018   States of America   United States of America   United States of America   Diluted States of America   Diluted States of America   Diluted States of America   United States of America   U	COUNT	MARK	APPLICANT /	APPLICATION #	DATE FILED	REG.#	REG. DATE
States of America   CARDEN CAMBRICA	RY		OWNER				
States of America   CARDEN CAMBRICA	United	LANCASTER	Oneida, LLC	87/388,355	Mar 28, 2017	5476776	May 22, 2018
United States of America   TRAPEZE   Oneida, LLC   87/388,345   Mar 28, 2017   5476775   May 22, 2018   States of America   TRAPEZE   Oneida, LLC   87/289,721   Jan 4, 2017   5434364   Mar 27, 2018   States of America   TENOR   Oneida, LLC   87/289,726   Jan 4, 2017   5434365   Mar 27, 2018   States of America   Chited States of America   Sta	States of		<u> </u>	ĺ ,	,		
States of America   CHORD   CHORD   CHORD   CHORD   CHORD   Chorda, LLC   S7/289,721   Jan 4, 2017   5434364   Mar 27, 2018   States of America   CHORD   CHORD   Chorda, LLC   S7/289,726   Jan 4, 2017   5434365   Mar 27, 2018   States of America   CHORD   Chorda, LLC   S8/422,102   Sep 14, 2011   4135501   May 1, 2012   States of America   SANT'ANDREA   Oncida, LLC   S8/422,102   Sep 14, 2011   4135501   May 1, 2012   States of America   States of America   States of America   States of America   CARESSA   Oncida, LLC   75/104,899   May 16, 1996   2104884   Oct 14, 1997   States of America   CARESSA   Oncida, LLC   73/233,363   Oct 1, 1979   1181156   Dec 8, 1981   States of America   CARESSA   Oncida, LLC   S7/460,127   May 23, 2017   S311452   Oct 17, 2017   States of America   CATO   Oncida, LLC   S7/289,558   Jan 4, 2017   S275114   Aug 29, 2017   States of America   CHORD   Oncida, LLC   S7/289,625   Jan 4, 2017   S255595   Aug 1, 2017   States of America   CIRCA   Oncida, LLC   S7/289,625   Jan 4, 2017   S255595   Aug 1, 2017   States of America   CROMWELL   Oncida, LLC   S7/289,622   Jan 4, 2017   S255595   Aug 1, 2017   States of America   CROMWELL   Oncida, LLC   S7/289,622   Jan 4, 2017   S410240   Feb 27, 2018   States of America   DELCO   Oncida, LLC   S7/289,622   Jan 4, 2017   S410240   Feb 27, 2018   States of America   DELCO   Oncida, LLC   S7/289,622   Jan 4, 2017   S410240   Feb 27, 2018   States of America   DELCO   Oncida, LLC   S7/289,622   Jan 4, 2017   S410240   Sep 10, 2002   States of America   DelcO   Oncida, LLC   S7/289,980   Mar 16, 2001   2617375   Sep 10, 2002   States of America   DelcO   Oncida, LLC   S7/289,980   Mar 16, 2001   2620379   Sep 17, 2002   States of America   DelcO   Oncida, LLC   S7/289,880   Apr 7, 1998   2266744   Aug 3, 1999   States of America   DuNES   Oncida, LLC   S7/463,980   Apr 7, 1998   2266744   Aug 3, 1999   States of America   DuNES   Oncida, LLC   S7/463,980   Apr 7, 1998   2266744   Aug 3, 1999   States of America   DuNES   Oncida, LLC   S7/463,9	America						
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United States of America   CATO   Oneida, LLC   S7/289,528   Jan 4, 2017   5434364   Mar 27, 2018   States of America   United	States of						
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United States of America   SANT'ANDREA   Oneida, LLC   S7/289,726   Jan 4, 2017   5434365   Mar 27, 2018   States of America   United States of America   SANT'ANDREA   Oneida, LLC   S7/104,899   May 16, 1996   2104884   Oct 14, 1997   States of America   United	States of						
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United States of America   CHORD   Oneida, LLC   S7/104,899   May 16, 1996   2104884   Oct 14, 1997   States of America   Oneida, LLC   Oneida, LLC   Oneida, LLC   S7/233,363   Oct 1, 1979   1181156   Dec 8, 1981   Oct 17, 2017							
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United States of America         CARESSA         Oneida, LLC         87/460,127         May 23, 2017         5311452         Oct 17, 2017           America United States of America         CATO         Oneida, LLC         87/289,558         Jan 4, 2017         5275114         Aug 29, 2017           United States of America         CHORD         Oneida, LLC         87/460,130         May 23, 2017         5311453         Oct 17, 2017           United States of America         CIRCA         Oneida, LLC         87/289,625         Jan 4, 2017         5255595         Aug 1, 2017           United States of America         CROMWELL         Oneida, LLC         87/289,622         Jan 4, 2017         5410240         Feb 27, 2018           States of America         DELCO         Oneida, LLC         76/229,980         Mar 16, 2001         2617374         Sep 10, 2002           States of America         DelcO         Oneida, LLC         76/229,981         Mar 16, 2001         2617375         Sep 10, 2002           United States of America         Delco         Oneida, LLC         76/229,979         Mar 16, 2001         2620379         Sep 17, 2002           United States of America         DUNES         Oneida, LLC         73/233,482         Oct 1, 1979         1177304         Nov 10, 1981							
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COUNT RY	MARK	APPLICANT / OWNER	APPLICATION #	DATE FILED	REG.#	REG. DATE
K 1						
United	ETON	Oneida, LLC	71/523,988	Jun 11, 1947	0512068	Jul 12, 1949
States of						
America						
United	JAZZ	Oneida, LLC	86/897,972	Feb 4, 2016	5320021	Oct 31, 2017
States of						
America	LEVINICEON	0 11 110	77/104 007	16 16 1006	2004572	C 0 1007
United	LEXINGTON	Oneida, LLC	75/104,897	May 16, 1996	2094572	Sep 9, 1997
States of America						
United	MONTAGUE	Oneida, LLC	87/289,532	Jan 4, 2017	5399399	Feb 13, 2018
States of	MONTAGUE	Officida, ELC	677269,332	Jan 4, 2017	3399399	100 13, 2018
America						
United	MOOD	Oneida, LLC	87/289,613	Jan 4, 2017	5270314	Aug 22, 2017
States of	MOOD	Olician, EEC	07/209,019	Juli 1, 2017	3270311	1 rug 22, 2017
America						
United	NEXUS	Oneida, LLC	87/275,170	Dec 20, 2016	5472652	May 22, 2018
States of			,			5
America						
United	NOBLESSE	Oneida, LLC	71/306,832	Oct 16, 1930	0280604	Feb 24, 1931
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United	OTHELLO	Oneida, LLC	87/289,537	Jan 4, 2017	5275113	Aug 29, 2017
States of						
America						
United	QUEENSBURY	Oneida, LLC	87/289,619	Jan 4, 2017	5251050	Jul 25, 2017
States of						
America						
United	REGO	Oneida, LLC	73/170,444	May 15, 1978	1138785	Aug 19, 1980
States of						
America						
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United	REGO & Design	Oneida, LLC	73/170,443	May 15, 1978	1141341	Nov 11, 1980
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United	ROYALE	Oneida, LLC	87/289,634	Jan 4, 2017	5255596	Aug 1, 2017
States of						
America	CATTAR	0 11 11 0	07/460 122	14 02 0015	5011454	0 : 15 2015
United	SAHARA	Oneida, LLC	87/460,132	May 23, 2017	5311454	Oct 17, 2017
States of						
America United	SANT'ANDREA	Oneida, LLC	76/294,243	Aug 6, 2001	2651556	Nov 19, 2002
States of	& Design	Offeida, LLC	/0/294,243	Aug 6, 2001	2031330	NOV 19, 2002
America	& Design					
	CANTELANDODE,	Oneide II C	76/204 244	A ( 2001	2669270	Dec 21, 2002
United States of	SANT'ANDREA	Oneida, LLC	76/294,244	Aug 6, 2001	2668370	Dec 31, 2002
States of	& Design					
America						
United	SANT'ANDREA	Oneida, LLC	76/294,245	Aug 9, 2001	2671450	Jan 7, 2003
States of	& Design	<u>'</u>				
America						
United	SENECA	Oneida, LLC	71/524,008	Jun 11, 1947	439625	Jul 6, 1948
States of			. 1,021,000	Jun 11, 177/	1.57025	30.0, 1710
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United	SURREY	Oneida, LLC	87/289,565	Jan 4, 2017	5383778	Jan 23, 2018
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COUNT RY	MARK	APPLICANT / OWNER	APPLICATION #	DATE FILED	REG.#	REG. DATE
America						
United States of America	THOR	Oneida, LLC	72/268,215	Apr 3, 1967	874194	Aug 5, 1969
United States of America	UNITY	Oneida, LLC	75/336,504	Aug 5, 1997	2195521	Oct 13, 1998
United States of America	ONEIDA GLOBAL FOODSERVICE	Oneida, LLC	77/824,889	Sep 11, 2009	4068998	Dec 13, 2011
United States of America	FRANCIA	Oneida, LLC	87/826,232	Mar 8, 2018	N/A	N/A
United States of America	PENSATO	Oneida, LLC	87/826,270	Mar 8, 2018	N/A	N/A
United States of America	ANELLI	Oneida, LLC	87/860,118	Apr 2, 2018	N/A	N/A
United States of America	RADIOSO	Oneida, LLC	87/860,126	Apr 2, 2018	N/A	N/A
United States of America	SANT'ANDREA ADAGIO	Oneida, LLC	87/769,839	Jan 25, 2018	N/A	N/A
United States of America	SANT'ANDREA AMORE	Oneida, LLC	87/769,841	Jan 25, 2018	N/A	N/A
United States of America	SANT'ANDREA BRIO	Oneida, LLC	87/769,836	Jan 25, 2018	N/A	N/A
United States of America	SANT'ANDREA FURIOSO	Oneida, LLC	87/769,835	Jan 25, 2018	N/A	N/A
United States of America	SANT'ANDREA PENSATO	Oneida, LLC	87/769,831	Jan 25, 2018	N/A	N/A
United States of America	ESPREE	Oneida, LLC	87/950,979	Jun 6, 2018	N/A	N/A
United States of America	BRAHMIN	Oneida, LLC	88/103,732	Sep 4, 2018	N/A	N/A
Brazil	REGO	Oneida, LLC		Apr 8, 1997	81987775 1	Aug 10, 1999
Canada	REGO	Oneida, LLC		Dec 1, 1980	TMA2633 93	Oct 16, 1981
Canada	REGO & Design	Oneida, LLC		Dec 1, 1980	TMA2636 38	Oct 23, 1981
Canada	CHATEAU	Oneida, LLC		Oct 30, 1997	TMA5058 16	Dec 21, 1998
Canada	JAZZ	Oneida, LLC	1,769,699	Feb 26, 2016	N/A	N/A

COUNT RY	MARK	APPLICANT / OWNER	APPLICATION #	DATE FILED	REG.#	REG. DATE
	EDANICIA		1 010 575	C ( 2019	DT/A	N/A
Canada	FRANCIA (Standard Characters)	Oneida, LLC	1,918,575	Sep 6, 2018	N/A	N/A
Canada	PENSATO (Standard Characters)	Oneida, LLC	1,918,570	Sep 6, 2018	N/A	N/A
Canada	ANELLI	Oneida, LLC	N/A	N/A	N/A	N/A
Canada	RADIOSO	Oneida, LLC	N/A	N/A	N/A	N/A
Canada	ESPREE	Oneida, LLC	N/A	N/A	N/A	N/A
Canada	BRAHMIN	Oneida, LLC	N/A	N/A	N/A	N/A
China	JAZZ	Oneida, LLC	22493720	Jan 4, 2017	N/A	N/A
Mexico	JAZZ	Oneida, LLC		Feb 2, 2016	1650318	Jul 1, 2016
Mexico	FRANCIA (Standard Characters)	Oneida, LLC	2097307	Sep 7, 2018	N/A	N/A
Mexico	PENSATO (Standard Characters)	Oneida, LLC	2097317	Sep 7, 2018	N/A	N/A
Mexico	FRANCIA (Standard Characters)	Oneida, LLC	2097313	Sep 7, 2018	N/A	N/A
Mexico	PENSATO (Standard Characters)	Oneida, LLC	2097320	Sep 7, 2018	N/A	N/A
Mexico	ANELLI	Oneida, LLC	N/A	N/A	N/A	N/A
Mexico	RADIOSO	Oneida, LLC	N/A	N/A	N/A	N/A
Mexico	ESPREE	Oneida, LLC	N/A	N/A	N/A	N/A
Mexico	BRAHMIN	Oneida, LLC	N/A	N/A	N/A	N/A
United Kingdom	TECHTONIC	Oneida International Limited		Nov 29, 1999	UK00002 215173	Mar 1, 2022
United States of America	SANT'ANDREA	Oneida, LLC	75/287,678	May 6, 1997	2386731	Sep 19, 2000
United States of America	SANT'ANDREA	Oneida, LLC	76/080,756	Jun 29, 2000	2469654	Jun 17, 2001
United States of America	BOTTICELLI	Oneida, LLC	85/135,646	Sep 22, 2010	3925735	Mar 1, 2011
United States of America	BOTTICELLI UNO	Oneida, LLC	87/342,440	Feb 20, 2017	N/A	N/A
Argentina	SANT'ANDREA	Oneida, LLC	Unknown	Jan 23, 2010	2939552	Aug 23, 2010
Australia	SANT'ANDREA	Oneida, LLC	Unknown	Jun 7, 1989	512320	Jul 11, 1991

COUNT RY	MARK	APPLICANT / OWNER	APPLICATION #	DATE FILED	REG.#	REG. DATE
Australia	BOTTICELLI	Oneida, LLC	Unknown	Sep 8, 2017	1881112 (IR No. 1370713)	May 16, 2018
Australia	BOTTICELLI UNO	Oneida, LLC	Unknown	Sep 8, 2017	1,370,729	May 16, 2018
Canada	SANT'ANDREA	Oneida, LLC	Unknown	May 30, 1989	TMA3736 64	Sep 21, 1990
Canada	BOTTICELLI UNO	Oneida, LLC	1,864,727	Oct 26, 2017	N/A	N/A
Canada	BOTTICELLI	Oneida, LLC	1,864,726	Oct 26, 2017	N/A	N/A
Canada	SANT'ANDREA ADAGIO (STANDARD CHARACTER)	Oneida, LLC	1,911,261	Jul 24, 2018	N/A	N/A
Canada	SANT'ANDREA AMORE (STANDARD CHARACTER)	Oneida, LLC	1,911,262	Jul 24, 2018	N/A	N/A
Canada	SANT' ANDREA BRIO (Standard Character)	Oneida, LLC	1,911,265	Jul 24, 2018	N/A	N/A
Canada	SANT' ANDREA FURIOSO (Standard Character)	Oneida, LLC	1,911,269	Jul 24, 2018	N/A	N/A
Canada	SANT' ANDREA PENSATO	Oneida, LLC	1,911,271	Jul 24, 2018	N/A	N/A
China	SANT'ANDREA	Oneida, LLC		Oct 6, 1989	529545	Sep 20, 1990
China	SANT'ANDREA	Oneida, LLC		Oct 6, 1989	530373	Sep 30, 1990
China	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
China	BOTTICELLI UNO	Oneida, LLC	A0069794	Sep 8, 2017	N/A	N/A
European Union	BOTTICELLI UNO	Oneida, LLC		Sep 8, 2017	1370729	Oct 23, 2017
European Union	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
France	SANT'ANDREA	Oneida International, Inc. or Oneida, LLC(Awaiting foreign counsel confirmation assignment recorded to Oneida, LLC)		Jun 2, 1989	1535188	Jun 2, 1989
Germany	SANT'ANDREA	Oneida International, Inc. or Oneida, LLC(Awaiting foreign counsel confirmation assignment recorded to Oneida, LLC)		Jun 6, 1989	1157006	Apr 4, 1990
Hong Kong	SANT'ANDREA (TM Registration - Merger)	Oneida, LLC or Oneida International Inc.		Jun 23, 1989	19903655 AA	Nov 29, 1990
Indonesia	SANT'ANDREA (Design in IC 008)	Oneida International, Inc. (Foreign counsel confirmed assignment to Oneida, LLCon 4/6/2018; Recordation	COMEDIA E 1	Dec 22, 1997	IDM0001 32352	Aug 19, 1999

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COUNT	MARK	APPLICANT /	APPLICATION #	DATE FILED	REG.#	REG. DATE
RY		OWNER				
		takes approx. until Q1 2020 to officially record Oneida, LLCas owner)				
Indonesia	SANT'ANDREA (Design in IC 014)	Oneida International, Inc. (Foreign counsel confirmed assignment to Oneida, LLCon 4/6/2018; Recordation takes approx. until Q1 2020 to officially record Oneida, LLCas owner)		Dec 22, 1997	IDM0001 31846	Jul 2, 1999
Indonesia	SANT'ANDREA (Design in IC 021)	Oneida International, Inc. (Foreign counsel confirmed assignment to Oneida, LLCon 4/6/2018; Recordation takes approx. until Q1 2020 to officially record Oneida, LLCas owner)		Dec 22, 1997	IDM0001 31852	Jul 5, 1999
Indonesia	BOTTICELLI	Oneida, LLC	DID2017059909	Nov 13, 2017	N/A	N/A
Indonesia	BOTTICELLI UNO	Oneida, LLC	DID2017059910	Nov 13, 2017	N/A	N/A
Internatio nal Bureau (WIPO)	BOTTICELLI	Oneida, LLC		Sep 8, 2017	1370713	Sep 8, 2017
Internatio nal Bureau (WIPO)	BOTTICELLI UNO	Oneida, LLC		Sep 8, 2017	1370729	Sep 8, 2017
Italy	SANT'ANDREA (Design)	Oneida, LLC		Nov 14, 2000	01361661	Dec 1, 2003
Italy	SANT'ANDREA	Oneida, LLC		Jan 14, 1999	1251639	Mar 10, 2110
Japan	SANT' ANDREA	Oneida International, Inc. or Oneida, LLC(Awaiting foreign counsel confirmation assignment recorded to Oneida, LLC)		Jun 6, 1989	2352837	Nov 29, 1991
Japan	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
Japan	BOTTICELLI UNO	Oneida, LLC	A0069794	Sep 8, 2017	N/A	N/A
Mexico	SANT'ANDREA	Oneida, LLC		Aug 2, 1989	370888	Dec 14, 1989
Mexico	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
Mexico	BOTTICELLI UNO	Oneida, LLC	A0069794	Sep 8, 2017	N/A	N/A
Mexico	SANT' ANDREA ADAGIO (Standard Character)	Oneida, LLC	2079211	Jul 24, 2018	N/A	N/A
Mexico	SANT' ANDREA AMORE	Oneida, LLC	2079212	Jul 24, 2018	N/A	N/A

COUNT RY	MARK	APPLICANT /	APPLICATION #	DATE FILED	REG.#	REG. DATE
KY		OWNER				
	(Standard Character)					
Mexico	SANT' ANDREA BRIO (Standard Character)	Oneida, LLC	2079213	Jul 24, 2018	N/A	N/A
Mexico	SANT' ANDREA FURIOSO (Standard Character)	Oneida, LLC	2079214	Jul 24, 2018	N/A	N/A
Mexico	SANT' ANDREA PENSATO (Standard Character)	Oneida, LLC	2079215	Jul 24, 2018	N/A	N/A
Panama	BOTTICELLI UNO	Oneida Limited	261066-01	Sep 18, 2017	N/A	N/A
Panama	BOTTICELLI	Oneida, LLC	261065-01	Sep 18, 2017	N/A	N/A
Philippin es	SANT'ANDREA (design)	Oneida, LLC		Jan 19, 1998	41998000 330	May 13, 2002
Philippin es	BOTTICELLI UNO	Oneida, LLC		Sep 8, 2017	1370729	Jan 29, 2018
Philippin es	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
Singapore	SANT'ANDREA	Oneida, LLC		Jun 6, 1989	T8903542 C	Aug 31, 1992
Singapore	SANT'ANDREA	Oneida, LLC		Jun 6, 1989	T8903544 Z	Mar 31, 1993
Singapore	BOTTICELLI UNO	Oneida, LLC		Sep 8, 2017	1370729	Aug 30, 2018
Singapore	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A
Spain	SANT'ANDREA	Oneida, LLC		Jun 15, 1989	2888990	Mar 5, 1992
Taiwan R.O.C.	SANT'ANDREA	Oneida, LLC		Sep 22, 1998	478353	Mar 16, 1990
Taiwan R.O.C.	SANT'ANDREA	Oneida, LLC		Jul 12, 1989	00487732	Jun 16, 1990
Taiwan R.O.C.	SANT'ANDREA	Oneida, LLC		Jul 12, 1989	00483397	May 1, 1990
Taiwan R.O.C.	BOTTICELLI	Oneida, LLC	106066692	Oct 24, 2017	N/A	N/A
Taiwan R.O.C.	BOTTICELLI UNO	Oneida, LLC	106066691	Oct 24, 2017	N/A	N/A
Thailand	BOTTICELLI	Oneida, LLC	170132898	Sep 18, 2017	N/A	N/A
Thailand	BOTTICELLI UNO	Oneida, LLC	170132899	Sep 18, 2017	N/A	N/A
United Kingdom	SANT'ANDREA	Oneida, LLC		Jun 1, 1989	UK00001 386211	Apr 12, 1991
United Kingdom	BOTTICELLI UNO	Oneida, LLC		Sep 8, 2017	1370729	Jan 24, 2018
United Kingdom	BOTTICELLI	Oneida, LLC	A0069793	Sep 8, 2017	N/A	N/A

# **Trade Names**

None.

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# **Patents and Patent Applications**

COUNTRY	DESCRIPTION	TYPE	APPLICANT / OWNER	APPLICATION #	DATE FILED	PATENT #	ISSUANCE DATE
United States of America	Room Service Plate/Bowl pairs for Roomservice System (Foodservice only)	Utility Patent	Oneida, LLC	15/475600	Mar 31, 2017	N/A	N/A
United States of America	The Ornamental Design of a Plate	Design Patent	Oneida, LLC	N/A	N/A	D792163	Jul 18, 2017
United States of America	The ornamental design for a bowl	Design Patent	Oneida, LLC	N/A	N/A	D788539	Jun 6, 2017
United States of America	The ornamental design for a tray	Design Patent	Oneida, LLC	N/A	N/A	D774830	Dec 27, 2016
United States of America	The ornamental design for a tray	Design Patent	Oneida, LLC	N/A	N/A	D774831	Dec 27, 2016
United States of America	Ornamental design for flatware	Design Patent	Oneida, LLC	N/A	N/A	D758796	Jun 14, 2016
United States of America	The ornamental design for a spoon	Design Patent	Oneida, LLC	N/A	N/A	D605904	Dec 15, 2009
United States of America	The ornamental design for a spoon	Design Patent	Oneida, LLC	N/A	N/A	D594714	Jun 23, 2009
WIPO	No results (Foodservice System)	PCT Patent	Oneida, LLC	PCT/US17/25314	Mar 31, 2017	N/A	N/A
WIPO	Ornamental design for flatware	Industrial Design	Oneida, LLC	N/A	N/A	DM/094 481	Sep 1, 2016

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# **Copyrights**

COUNTRY	Pattern Name	PRODUCT TYPE	APPLICANT / OWNER	APPLICATION #	DATE FILED	REG.#	REG. DATE
United States of America	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	Text	Oneida, LLC	N/A	N/A	TX0004361861	Aug 27, 1996
United States of America	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	Text	Oneida, LLC	N/A	N/A	TX0004660874	Nov 24, 1997
United States of America	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	Text	Oneida, LLC	N/A	N/A	TX0005055348	Feb 11, 2000
United States of America	Delco Tableware International, Inc.: Delco stainless steel flatware and holloware: catalog	Text	Oneida, LLC	N/A	N/A	TX0004977832	Apr 21, 1999
United States of America	Care and handling instructions	Text	Oneida, LLC	N/A	N/A	TX0005008663	June 24, 1999
United States of America	Arcadia	Dinnerware	Oneida, LLC	N/A	N/A	VA0000972384	Mar 19, 1999
United States of America	Rego chinaware designs	Book	Oneida, LLC	N/A	N/A	VAu000146864	

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# **Licenses**

None.

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# **Domain Names**

COUNTRY	DOMAIN NAME	BUSINESS UNIT	REGISTRATION DATE
Switzerland	oneidafoodservice.ch	Oneida, LLC	11-Jan-2010
gTLD	oneidafoodservice.com	Oneida, LLC	14-Mar-2016
Germany	oneidafoodservice.de	Oneida, LLC	12-Jan-2010
Spain	oneidafoodservice.es	Oneida, LLC	12-Jan-2010
European Union	oneidafoodservice.eu	Oneida, LLC	11-Jan-2010
France	oneidafoodservice.fr	Oneida, LLC	12-Jan-2010
Italy	oneidafoodservice.it	Oneida, LLC	14-Jan-2010
Russian Federation	oneidafoodservice.ru	Oneida, LLC	12-Jan-2010
gTLD	oneidafoodservice.xnses554g	Oneida, LLC	13-Dec-2016
gtLD	santandrea.asia	Oneida, LLC	21-Nov-2007
Canada	santandrea.ca	Oneida, LLC	29-Nov-2005
Italy	santandrea.co.it	Oneida, LLC	06-Jun-2006
Republic of Korea	santandrea.co.kr	Oneida, LLC	01-Dec-2005
Taiwan, Province of China	santandrea.com.tw	Oneida, LLC	09-Nov-2005
Germany	santandrea.de	Oneida, LLC	29-Nov-2006
Spain	santandrea.es	Oneida, LLC	29-Nov-2005
European Union	santandrea.eu	Oneida, LLC	07-May-2006
France	santandrea.fr	Oneida, LLC	30-Nov-2005
Hong Kong	santandrea.hk	Oneida, LLC	30-Nov-2005
India	santandrea.in	Oneida, LLC	08-Nov-2005
Japan	santandrea.jp	Oneida, LLC	30-Nov-2005
gTLD	plateenvy.com	Oneida, LLC	25-Oct-2016

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**RECORDED: 06/06/2019**