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Form PTO-1595

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oneida Ltd.

5-8-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: April 23, 2002

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address: _____

Street Address: 500 Plum Street, 7th Floor

City: Syracuse State: NY Zip: 13204

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

29/149389 29/152327

29/152331 29/152476

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael P. Williams

Internal Address: _____

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION

2002 MAY - 8 AM 10:52

OFFICE OF PATENT RECORDS

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael P. Williams

Name of Person Signing

Michael P. Williams

Signature

April 30, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/13/2002 LNUELLER 00000312 29149389

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160.00 DP

PATENT
REEL: 012877 FRAME: 0145

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of April 23, 2002, is made by ONEIDA LTD., a New York corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), as collateral agent (in such capacity, the "Collateral Agent") for the parties (the "Secured Parties") to the Collateral Agent Agreement referred to below.

RECITALS

A. The Secured Parties have made or agreed to make certain loans, credit facilities or financial accommodations to, or issue letters of credit for the benefit of, the Grantor and its subsidiaries.

B. The Secured Parties and JPMorgan Chase Bank have entered into an Amended and Restated Collateral Agency and Intercreditor Agreement dated as of the date hereof (as may be modified, amended, supplemented or replaced, the "Collateral Agent Agreement") to appoint JPMorgan Chase Bank as the Collateral Agent and to establish their relative rights to the collateral granted by the Grantor and its subsidiaries.

C. Pursuant to a Security Agreement dated as of April 27, 2001 (as modified, amended, supplemented or replaced the "Security Agreement"; capitalized terms used herein without definition have the meanings given to them, in the Security Agreement) the Grantor has granted, pledged, hypothecated and transferred to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in, among other things, all right, title and interest of the Grantor in, to and under all of the Grantor's Patents and Patent Licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Patents, and all products and proceeds thereof, including without limitation, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the goodwill associated therewith, to secure the Obligations as defined therein; and

D. The Security Agreement requires the Grantor to execute and deliver this Patent Security Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties in order to perfect and more grant to the Collateral Agent a security interest in such Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Patents, including, without limitation, all Patents and/or Patent applications referred to in Schedule 1 hereto;

(ii) all Patent Licenses; and

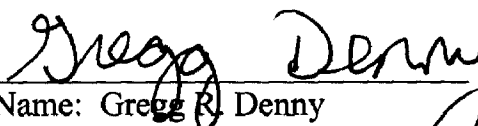
(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and of any Patent licensed under any Patent License.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, in the assets of the Grantor as set forth in the Security Agreement. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Collateral Agent, with respect to the security interest in the Patents and the Patent Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

ONEIDA LTD.

By: 
Name: Gregg R. Denny
Title: Chief Financial Officer

SCHEDULE 1

PATENT APPLICATIONS

| <u>Product</u> | <u>Serial #</u> | <u>Type</u> |
|-------------------------|------------------------|--------------------|
| Bridal Flatware Package | 29/149,389 | Design |
| Chalcis | 29/152,331 | Design |
| Sparta | 29/152,327 | Design |
| Spinelle | 29/152,476 | Design |