

Form PTO-1595 (Rev. 09/04)  
OMB Collection 0861-0027 (exp. 6/30/2005)

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

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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|--|--|
| <p><b>1. Name of conveying party(ies)/Execution Date(s):</b></p> <p><u>ONEIDA LTD.</u></p> <p>Execution Date(s) <u>May 21, 2013</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes<br/><input type="checkbox"/> No</p>   | <p><b>2. Name and address of receiving party(ies)</b></p> <p>Name: <u>WELLS FARGO BANK, NATIONAL ASSOCIATION</u></p> <p>Internal Address:</p> <p>Street Address: <u>100 Park Avenue, 14<sup>th</sup> Floor</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u></p> <p>Country: <u>USA</u> Zip: <u>10017</u></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>  |
| <p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Government Interest</p> <p><input type="checkbox"/> Executive Order 9424, confirmatory License</p> <p><input type="checkbox"/> Other</p>   | <p><b>4. Application or patent number(s)</b> <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No. (s)<br/><u>See Attached Schedule A</u></p> <p>B. Patent No.(s)<br/><u>See Attached Schedule A</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>   |
| <p><b>5. Name address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>New York</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p> | <p><b>6. Total number of applications and registrations involved:</b> <u>25</u></p> <p><b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 1,000.00 -</b></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card Last 4 Numbers <u>1868</u><br/>Expiration Date <u>6/15</u></p> <p>b. Deposit Account Number<br/>Authorized User Name:</p> |
| <p><b>9. Signature:</b> <u>Kareem Ansley</u> <u>May 22, 2013</u></p> <p>Signature Date</p> <p><u>Kareem Ansley</u><br/>Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document. <u>9</u></p>  |  |

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1000.00 29451013

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

ANCHOR HOCKING, LLC, a Delaware limited liability company

BUFFALO CHINA, INC., a New York corporation

DELCO INTERNATIONAL, LTD., a New York corporation

KENWOOD SILVER COMPANY, INC., a New York corporation

ONEIDA FOOD SERVICE, INC., a New York corporation

ONEIDA INTERNATIONAL INC., a Delaware corporation

ONEIDA SILVERSMITHS INC., a New York corporation

SAKURA, INC., a New York corporation

THC SYSTEMS, INC., a New York corporation

UNIVERSAL TABLETOP, INC., a Delaware corporation

SCHEDULE A

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

Additional Patents

|             |                            |          |            |            |
|-------------|----------------------------|----------|------------|------------|
| Oneida Ltd. | Degree                     |          | (8/10/11)  | D656,781   |
| Oneida Ltd. | Taffeta                    | SPOON    | (8/15/11)  | D656,782   |
| Oneida Ltd. | Corbella Fork and Spoon    |          | (03/27/13) | 29/451,013 |
| Oneida Ltd. | Corbella Knife             |          | (03/27/13) | 29/451,015 |
| Oneida Ltd. | Arezzo Fork and Spoon      |          | (03/27/13) | 29/451,006 |
| Oneida Ltd. | Arezzo Knife               |          | (03/27/13) | 29/451,007 |
| Oneida Ltd. | Little Love Fork and Spoon |          | (03/27/13) | 29/451,082 |
| Oneida Ltd. | Little Love Knife          |          | (03/27/13) | 29/451,085 |
| Oneida Ltd. | Duckling Fork and Spoon    |          | (03/27/13) | 29/451,072 |
| Oneida Ltd. | Duckling Knife             |          | (03/27/13) | 29/451,061 |
| Oneida Ltd. | Dovetail Fork and Spoon    |          | (03/27/13) | 29/451,035 |
| Oneida Ltd. | Dovetail Knife             |          | (03/27/13) | 29/451,026 |
| Oneida Ltd. | Maui Fork and Spoon        |          | (03/27/13) | 29/451,029 |
| Oneida Ltd. | Maui Knife                 |          | (03/27/13) | 29/451,033 |
| Oneida Ltd. | Samba                      | Flatware | 04/03/12   | D656783    |
| Oneida Ltd. | Ithaca                     | Flatware | 04/03/12   | D656784    |
| Oneida Ltd. | Quadratic                  | Flatware | 04/03/12   | D656785    |
| Oneida Ltd. | Nauticus                   | Flatware | 04/10/12   | D657190    |
| Oneida Ltd. | Iridium                    | Flatware | 07/03/12   | D662768    |
| Oneida Ltd. | Nimble                     | Flatware | 07/03/12   | D662769    |
| Oneida Ltd. | Halo                       | Flatware | 07/03/12   | D662770    |
| Oneida Ltd. | Harmonic                   | Flatware | 07/03/12   | D662771    |
| Oneida Ltd. | Charter                    | Flatware | 07/03/12   | D662772    |
| Oneida Ltd. | Fortress                   | Flatware | 11/20/12   | D670967    |
| Oneida Ltd. | Archer                     | Flatware | 11/27/12   | D671360    |

**AMENDMENT NO. 1 TO  
AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

This **AMENDMENT NO. 1 TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT**, dated as of May 21, 2013, is entered into by **Oneida Ltd.**, a Delaware corporation ("Oneida"), **Anchor Hocking, LLC**, a Delaware limited liability company ("Anchor", and together with Oneida, each a "Borrower", and collectively, "Borrowers"), **Universal Tabletop, Inc.**, a Delaware corporation ("Parent"), and each subsidiary of Parent party to the Loan Agreement (together with Parent, each a "Guarantor", and collectively, "Guarantors", and together with Borrowers, each a "Grantor", and collectively, "Grantors") in favor of **Wells Fargo Bank, National Association**, successor by merger to Wachovia Bank, National Association, as collateral agent for the benefit of Secured Parties (in its capacity as collateral agent, the "Collateral Agent") (as may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, the "Amendment No. 1").

**WHEREAS**, certain of Borrowers and Guarantors entered into the Amended and Restated Loan and Security Agreement, dated as of March 23, 2012 (as such agreement has been amended, supplemented, amended and restated, replaced or otherwise modified through the date hereof, the "Existing Loan Agreement"), among such Borrowers and Guarantors, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), and Agents;

**WHEREAS**, to secure the payment and performance of the obligations under the Existing Loan Documents (as hereinafter defined), such Borrowers and Guarantors executed and delivered to Collateral Agent the Patent Security Agreement, dated March 23, 2012, with respect to the Patent Collateral (as therein defined) (the "Patent Security Agreement", and together with the Existing Loan Agreement, and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, being collectively referred to herein as the "Existing Loan Documents");

**WHEREAS**, Grantors have entered or about to enter into that certain Second Amended and Restated Loan and Security Agreement, dated of as of the date hereof, among Agents, Lenders and Grantors (as may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, the "Loan Agreement", and together with the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or may hereafter be amended, supplemented, amended and restated, replaced or otherwise modified, being collectively referred to herein as the "Loan Documents");

**WHEREAS**, Grantors have certain additional Patents and Patent applications issued by or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement;

**WHEREAS**, in order to induce Agents and Lenders to enter into the Loan Agreement and the other Loan Documents and to continue to make loans and advances and provide other

financial accommodations to Grantors pursuant thereto, Grantors have agreed to amend the Patent Security Agreement by executing and delivering to Collateral Agent this Amendment No. 1; and

**WHEREAS**, under the terms of the Loan Agreement, Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantors to Collateral Agent for the ratable benefit of Secured Parties, and have agreed as a condition thereof to execute this Amendment No. 1 for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

**WHEREAS**, Grantors have certain additional Patents and Patent applications issued by or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement.

**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 Secured Parties hereby agree as follows:

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

**SECTION 2. AMENDMENT TO PATENT SECURITY AGREEMENT.**

(a) Without limiting any of the Patent Collateral otherwise described in the Patent Security Agreement, Schedule A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and Patent applications described in Schedule A attached hereto (such Patents and Patent applications described on Schedule A hereto being referred to herein as the "Additional Patents").

(b) All references to the term "Patent Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patent Collateral and the other assets described in Section 2 of this Amendment No. 1.

(c) All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

**SECTION 3. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Without limiting the grant of the security interest or collateral assignment to Collateral Agent set forth in Section 2 of the Patent Security Agreement or any other provisions thereof, each Grantor confirms, reaffirms and restates its prior grant to Collateral Agent, and hereby grants to Collateral Agent, for the benefit of 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 Patent Collateral"):

- (a) all patents, patent rights, and patent applications, including, without limitation, each issued patent and patent application identified in Schedule A (the "Additional Patents"),
- (b) all extensions, renewals, reissues, divisions, continuations, and continuations in part of any of the foregoing,
- (c) all licenses of any of the foregoing,
- (d) all rights to sue for past, present, and future infringement of any of the foregoing, and
- (e) all corresponding rights thereto throughout the world.

SECTION 4. PRECEDENCE. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent 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 No. 1 conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control. Further, the security interest granted hereby and by the Patent Security Agreement is granted in conjunction with the security interest granted to Secured Parties under the Loan Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of the Patent Security Agreement (as amended hereby) and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amendment No. 1.

SECTION 6. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Additional Patent Collateral in accordance with the Loan Agreement or (ii) the Termination Date, Collateral Agent shall execute and deliver to Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Additional Patent Collateral which has been granted hereunder.

SECTION 7. GENERAL.

(a) Governing Law. THIS AMENDMENT NO. 1 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of Secured Parties and Grantors and their respective successors and assigns. Each Grantor shall not, without the prior written consent of Secured Parties given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Amendment No. 1 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.

(d) Representations, Warranties and Covenants. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Patent Security Agreement with respect to the Patent Collateral shall apply to the Additional Patent Collateral.


[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Amendment No. 1 to be duly executed and delivered as of the date first above written.


UNIVERSAL TABLETOP, INC.

By:   
Name: Bernard Peters  
Title: Chief Financial Officer


ONEIDA LTD.

By:   
Name: Bernard Peters  
Title: Chief Financial Officer

ANCHOR HOCKING, LLC

By:   
Name: Bernard Peters  
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.

By:   
Name: Bernard Peters  
Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Amendment No. 1 to Amended and Restated Patent Security Agreement

PATENT  
REEL: 030491 FRAME: 0868



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: *Guido Cusano*  
Name: *Guido Cusano*  
Title: *Authorized Signatory*

Amendment No. 1 to Amended and Restated Patent Security Agreement