

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3489569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 2 TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONEIDA LTD.	06/02/2015
ANCHOR HOCKING, LLC, A DELAWARE LIMITED LIABILITY COMPANY	06/02/2015
UNIVERSAL TABLETOP, INC., A DELAWARE CORPORATION	06/02/2015
BUFFALO CHINA, INC., A NEW YORK CORPORATION	06/02/2015
DELCO INTERNATIONAL, LTD., A NEW YORK CORPORATION	06/02/2015
SAKURA, INC., A NEW YORK CORPORATION	06/02/2015
THC SYSTEMS, INC., A NEW YORK CORPORATION	06/02/2015
KENWOOD SILVER COMPANY, INC., A NEW YORK CORPORATION	06/02/2015
ONEIDA SILVERSMITHS INC., A NEW YORK CORPORATION	06/02/2015
ONEIDA INTERNATIONAL, INC., A DELAWARE CORPORATION	06/02/2015
ONEIDA FOOD SERVICE, INC., A NEW YORK CORPORATION	06/02/2015
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	100 PARK AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	4135501
Patent Number:	D710704
Patent Number:	D710705
Application Number:	29518777
Application Number:	29518780
CORRESPONDENCE DATA	
Fax Number:	
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.	

Email: michael.barys@thomsonreuters.com
Correspondent Name: SUSAN O'BRIEN
Address Line 1: 187 WOLF ROAD, SUITE 101
Address Line 2: CT LIEN SOLUTIONS
Address Line 4: ALBANY, NEW YORK 12205

NAME OF SUBMITTER:	SUSAN O'BRIEN
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	08/19/2015
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Total Attachments: 8

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AMENDMENT NO. 2 TO
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDMENT NO. 2 TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of June 2, 2015, 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 “US Borrower”, and collectively, “US Borrowers”), Universal Tabletop, Inc., a Delaware corporation (“Parent”), and each U.S. 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. 2”).

WHEREAS, US Borrowers and Guarantors entered into the Second Amended and Restated Loan and Security Agreement, dated as of May 21, 2013 (as such agreement has been amended, supplemented, amended and restated, replaced or otherwise modified through the date hereof, the “Existing Loan Agreement”), among such US 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 US Borrowers and Guarantors executed and delivered to Collateral Agent the Amended and Restated Patent Security Agreement, dated March 23, 2012 (the “Patent Security Agreement”), with respect to the Patent Collateral (as therein defined), a copy of which was recorded with the United States Patent and Trademark Office (the “USPTO”) on May 12, 2012 at Reel 029096, Frame 0503, as amended by Amendment No. 1 to the Patent Security Agreement, dated May 21, 2013, a copy of which was recorded with the USPTO on May 22, 2013 at Reel 030491, Frame 0861 (“Amendment No. 1”, and together with the Patent Security Agreement and 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 Third Amended and Restated Loan and Security Agreement, dated as of the date hereof, among Agents, Lenders, Grantors and certain Canadian subsidiaries of Parent (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 USPTO which are not reflected in the Patent Security Agreement or the Amendment No. 1;

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 further amend the Patent Security Agreement by executing and delivering to Collateral Agent this Amendment No. 2; 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. 2 for recording with the USPTO and other applicable Governmental Authorities; and

WHEREAS, Grantors have certain additional Patents and Patent applications issued by or filed with the USPTO 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 further 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. 2.

(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. 2 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. 2.

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. 2 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Amendment No. 2 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.

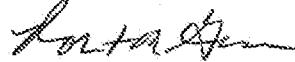
(c) Counterparts. This Amendment No. 2 may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(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.

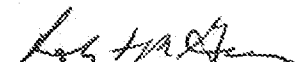
[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Amendment No. 2 to be duly executed and delivered as of the date first above written.


UNIVERSAL TABLETOP, INC.

By: 
Name: Robert Ginnan
Title: Chief Financial Officer

ONEIDA LTD.

By: 
Name: Robert Ginnan
Title: Chief Financial Officer

ANCHOR HOCKING, LLC

By: 
Name: Robert Ginnan
Title: Chief Financial Officer

BUFFALO CHINA, INC.

DELCO INTERNATIONAL, LTD.

SAKURA, INC.


THC SYSTEMS, INC.

KENWOOD SILVER COMPANY, INC.

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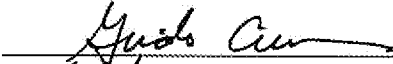
ONEIDA FOOD SERVICE, INC.

By: 
Name: Robert Ginnan
Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Guido Cuomo
Title: Authorized Signatory

SCHEDULE A

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

Additional Patents

<u>Owner</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>
Anchor Hocking, LLC	GOCLEAR BY ANCHOR HOCKING COMPANY (stylized)	19-Jul-12	(85681287)	(19-Jul-12)
Anchor Hocking, LLC	Cup design	18-Feb-13	(85852942)	(18-Feb-13)
Oneida Ltd.	Sant' Andrea	14-Sep-11	4,135,501	1-May-12

Anchor Hocking, LLC:

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
Bottle	29/416748	27-Mar-2012	D710704	12-Aug-2014	Granted
Bottle	29/416756	27-Mar-2012	D710705	12-Aug-2014	Granted
Wax Candle Vessel	29/518777	27-Feb-2015			Pending
Container Lid with Depression for an Implement	29/518780	27-Feb-2015			Pending