

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6087315

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF PATENT SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CITIBANK, N.A.	04/29/2020
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT	
Street Address:	225 W. WASHINGTON STREET	
Internal Address:	9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	D465702	
Patent Number:	D470367	
Patent Number:	D474657	
Patent Number:	D474656	
Patent Number:	D474945	
Patent Number:	D485130	
Patent Number:	D496562	
Patent Number:	D545632	
Patent Number:	D551913	
Patent Number:	D553906	
Patent Number:	D554942	
Patent Number:	D577543	
Patent Number:	D577544	
Patent Number:	D596456	
Patent Number:	D607273	
Patent Number:	D608143	
Patent Number:	D593797	
Application Number:	14045216	

CORRESPONDENCE DATA**Fax Number:** (800)914-4240

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: 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT CORPORATION**Address Line 1:** 4400 EASTON COMMONS WAY**Address Line 2:** SUITE 125**Address Line 4:** COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/01/2020

Total Attachments: 7

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**PATENT SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 29th day of April, 2020, by CITIBANK, N.A., as the prior Collateral Agent (in such capacity, “Assignor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current Collateral Agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Pledge and Security Agreement, dated as of April 9, 2014 (as amended by that certain Amendment, dated August 27, 2015, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among WORLD TABLEWARE INC., a Delaware corporation (the “Grantor”), the other grantors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement and the PT Grant (as defined below), the Grantor has granted to Assignor a first lien security interest in, and a right of set off against, all of its right, title and interest in, to and under, inter alia, the Patents (including, without limitation, those items listed on Schedule I annexed hereto and made a part hereof) (collectively, the “Patent Collateral”);

WHEREAS, that certain Grant of Security Interest in Patent Rights (the “PT Grant”) made by the Grantor in favor of the Collateral Agent, with respect to the security interest granted by the Grantor under the Security Agreement in the Patent Collateral, was recorded with the United States Patent and Trademark Office on April 15, 2014, on Reel No. 032672 / Frame No. 0774;

WHEREAS, effective as of April 29, 2020, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Successor Agreement, dated as of April 29, 2020, among Assignor, Assignee, the Loan Parties and certain lenders under the Credit Agreement party thereto, Assignee has been assigned and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Security Agreement and the PT Grant, including, without limitation, Assignor’s security interest in, and lien on, the Patent Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the PT Grant, including, without limitation, its security interest in, and lien on, the Patent Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

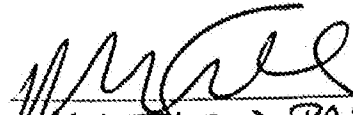
ASSIGNOR:

CITIBANK, N.A., as the prior Collateral Agent

By

Name:

Title:


MATTHEW PAEZ
DIRECTOR

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CITIBANK, N.A., as the prior Collateral Agent

By _____
Name: _____
Title: _____

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current Collateral Agent

By J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

ACKNOWLEDGED AND AGREED:

WORLD TABLEWARE INC.

By Michael P. Bauer
Name: Michael P. Bauer
Title: Chief Executive Officer

SCHEDULE I
TO
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

WORLD TABLEWARE INC.
(Delaware corporation)

U.S. Patents

Citibank, N.A. patent security recorded at Reel 032672 / Frame 0774

	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Handle for a utensil	29149212	10/09/2001	<u>D465702</u>	11/19/2002
2.	Handle for a utensil	29162332	06/13/2002	<u>D470367</u>	02/18/2003
3.	Fork	29167088	09/09/2002	<u>D474657</u>	05/20/2003
4.	Knife	29167089	09/09/2002	<u>D474656</u>	05/20/2003
5.	Spoon	29167090	09/09/2002	<u>D474945</u>	05/27/2003
6.	Holder	29164458	07/24/2002	<u>D485130</u>	01/13/2004
7.	Knife	29190911	09/29/2003	<u>D496562</u>	09/28/2004
8.	Plate	29229756	05/11/2005	<u>D545632</u>	07/03/2007
9.	Handle for a utensil	29238188	09/12/2005	<u>D551913</u>	10/02/2007
10.	Handle for a utensil	29242663	11/14/2005	<u>D553906</u>	10/30/2007
11.	Handle for a utensil	29242699	11/14/2005	<u>D554942</u>	11/13/2007
12.	Handle for a utensil	29307885	05/19/2008	<u>D577543</u>	09/30/2008
13.	Handle for a utensil	29307899	05/19/2008	<u>D577544</u>	09/30/2008
14.	Handle for a utensil	29310471	08/20/2008	<u>D596456</u>	07/21/2009
15.	Handle for a utensil	29339330	06/29/2009	<u>D607273</u>	01/05/2010
16.	Handle for a utensil	29339332	06/29/2009	<u>D608143</u>	01/19/2010
17.	Handle for a utensil	29310470	08/20/2008	<u>D593797</u>	06/09/2009
18.	Stand for Dinnerware	14045216	10/03/2013	N/A	N/A