

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7447508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CAMSIL MERGER SUB, LLC	07/08/2022
LENOX CORPORATION	07/08/2022

RECEIVING PARTY DATA

Name:	REGIONS BANK
Street Address:	1180 WEST PEACHTREE ST. NW
Internal Address:	SUITE 1000
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	7681843
Patent Number:	D584574
Patent Number:	D589308
Patent Number:	D596457
Patent Number:	D598707
Patent Number:	D598708
Patent Number:	D602749
Patent Number:	D621210
Patent Number:	D621211
Patent Number:	D626785
Patent Number:	D801114
Patent Number:	D829498
Patent Number:	D845070
Application Number:	17078962

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.

PATENT

Phone: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: BRITTINY SLICKER
Address Line 1: 3333 PIEDMONT ROAD NE
Address Line 2: SUITE 2500
Address Line 4: ATLANTA, GEORGIA 30305

NAME OF SUBMITTER: BRITTINY SLICKER

SIGNATURE: /Brittiny Slicker/

DATE SIGNED: 07/22/2022

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”), dated as of July 8, 2022, is made by LENOX CORPORATION, a Delaware corporation (“Lenox OpCo”), and CAMSIL MERGER SUB, LLC, a Delaware limited liability company (“Cambridge OpCo”; Cambridge OpCo and Lenox OpCo, each, a “Grantor” and, collectively, the “Grantors”), in favor of REGIONS BANK, an Alabama bank (together with its successors and assigns “Lender”).

Recitals

LH INTERMEDIATE CORPORATION, a Delaware corporation (“Ultimate Holdings,” “Holdings,” “Hampton Borrower,” “Oneida Borrower,” and “Cambridge Borrower”), LENOX HOLDINGS, INC., a Delaware corporation and successor-by-merger to LH Merger Sub Corporation (“Initial Borrower” or “Lenox InterCo 1”), LENOX PREFERRED HOLDINGS, LLC, a Delaware limited liability company (“Lenox InterCo 2”), LENOX INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Lenox InterCo 3”; each of Holdings, Lenox InterCo 1, Lenox InterCo 2, and Lenox InterCo 3, each, a “Holding Company” and, collectively, the “Holding Companies”), HAMPTON FORGE, LTD., a Virginia corporation (“Hampton OpCo 1”), HAMPTON FORGE (CANADA), LLC, a Delaware limited liability company (“Hampton OpCo 2”), ONEIDA CONSUMER, LLC, a Delaware limited liability company (“Oneida OpCo”), Grantors (Initial Borrower (solely with respect to the Initial Borrowing), Holdings (solely with respect to the Hampton Borrowing, Oneida Borrowing, and Cambridge Borrowing), Hampton OpCo 1, Hampton OpCo 2, Oneida OpCo, Grantors, and each other wholly-owned Subsidiary of Holdings which becomes a “Borrower” thereto, each, a “Borrower” and, collectively, the “Borrowers”), and Lender are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which each Grantor granted Lender a security interest in all or substantially all of its assets.

Each Grantor has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Patents (defined below).

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2 of this Agreement.

“Patents” means all of each Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

2. Security Interest. Each Grantor hereby irrevocably grants to Lender a security interest (the "Security Interest") in the Patents constituting Collateral (collectively, the "Patent Collateral") to secure payment of the Obligations.

3. Grantors' Use of the Patents. Grantors shall be permitted to control and manage the Patents, including the right to exclude others from making, using or selling items covered by the Patents and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4. Remedies. While an Event of Default exists, Lender may exercise any or all remedies available to it under the Loan Agreement.

5. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

6. Authorization to Supplement. If any Grantor shall obtain rights to any new Patents, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Lender with respect to any such new Patents or Patent applications. Without limiting such Grantor's obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Exhibit A to include any such new Patents. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

7. Termination. The term of this Agreement shall be coterminous with the Loan Agreement. Upon any termination of the Loan Agreement in accordance with its terms or any release of the Security Interest in any Patent Collateral, the Lender (at Grantors' sole expense) shall promptly execute, acknowledge, and deliver to the Grantors an instrument or instruments in writing in recordable form and substance reasonably satisfactory to the Grantors releasing the Security Interest in the Patent Collateral under this Agreement.

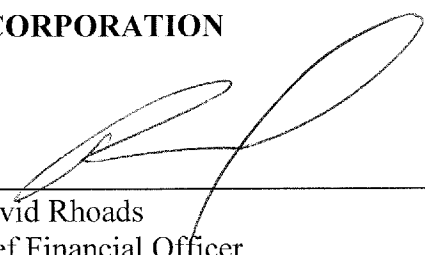
8. Miscellaneous. Lender shall not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Patents at all or in any particular manner or order, or to apply any cash proceeds of Patents in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender and their respective participants, successors and assigns and shall take effect when signed by each Grantor and delivered to Lender, and each Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement

authorized by such Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[Continued on following page.]

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

LENOX CORPORATION

By: 
Name: David Rhoads
Title: Chief Financial Officer

CAMSIL MERGER SUB, LLC


By: 
Name: David Rhoads
Title: Chief Financial Officer

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Application #	Filing Date	Grant #	Issue Date	Owner
United States of America	11/753132	05/24/2007	7681843	03/23/2010	Camsil Merger Sub, LLC
United States of America	29/323847	09/02/2008	D584574	01/13/2009	Camsil Merger Sub, LLC
United States of America	29/324716	09/18/2008	D589308	03/31/2009	Camsil Merger Sub, LLC
United States of America	29/323850	09/02/2008	D596457	07/21/2009	Camsil Merger Sub, LLC
United States of America	29/323843	09/02/2008	D598707	08/25/2009	Camsil Merger Sub, LLC
United States of America	29/323854	09/02/2008	D598708	08/25/2009	Camsil Merger Sub, LLC
United States of America	29/323836	09/02/2008	D602749	10/27/2009	Camsil Merger Sub, LLC
United States of America	29/358501	03/29/2010	D621210	08/10/2010	Camsil Merger Sub, LLC
United States of America	29/358506	03/29/2010	D621211	08/10/2010	Camsil Merger Sub, LLC
United States of America	29/367071	08/03/2010	D626785	11/09/2010	Camsil Merger Sub, LLC
United States of America	29/539744	09/17/2015	D801114	10/31/2017	Camsil Merger Sub, LLC
United States of America	29/602964	05/05/2017	D829498	10/02/2018	Camsil Merger Sub, LLC
United States of America	29/603017	05/05/2017	D845070	04/09/2019	Camsil Merger Sub, LLC
United States of America	17/078962	10/23/2020			Lenox Corporation