

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8260326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FOODSERVICES BRAND GROUP, LLC (F/K/A COHG ACQUISITION, LLC)	10/19/2023
CROWN BRANDS LLC	10/18/2023
WHITEHORSE CAPITAL MANAGEMENT, LLC	10/19/2023
RECEIVING PARTY DATA	
Name:	LIFETIME BRANDS, INC.
Street Address:	C/O SARA A. SHINDEL
Internal Address:	1000 STEWART AVENUE
City:	GARDEN CITY
State/Country:	NEW YORK
Postal Code:	11530
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6155164
Patent Number:	7395753
Patent Number:	7296762
Patent Number:	7421786
Patent Number:	9326631
Patent Number:	D464851
Patent Number:	D465974
Patent Number:	D466375
Patent Number:	D468975
Patent Number:	D486745
Patent Number:	D521814
Patent Number:	D528379
CORRESPONDENCE DATA	
Fax Number:	(937)443-6635
<i>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.</i>	
Phone:	9374436600

Email: ipdocket@thompsonhine.com
Correspondent Name: THOMPSON HINE LLP
Address Line 1: 10050 INNOVATION DRIVE
Address Line 2: SUITE 400
Address Line 4: MIAMISBURG, OHIO 45342

ATTORNEY DOCKET NUMBER:	106775-00003 (KEK)
NAME OF SUBMITTER:	KAREN E. KOOGLER
SIGNATURE:	/Karen E. Koogler/
DATE SIGNED:	11/06/2023

Total Attachments: 7

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**PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL**

This **PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS IN SURRENDERED COLLATERAL** (this "Termination and Reassignment"), effective as of the last date of signing set forth below ("Effective Date"), is made and entered into by and among FOODSERVICES BRAND GROUP, LLC (f/k/a COHG ACQUISITION, LLC), a Delaware limited liability company ("Assignor"), CROWN BRANDS LLC, an Illinois limited liability company ("Crown"), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as Agent ("Agent"), in favor of LIFETIME BRANDS, INC., a Delaware corporation ("Assignee"). Assignor, Crown, Agent, and Assignee are referred to herein collectively as the "Parties."

WHEREAS, Crown and Agent had entered into that certain Loan and Security Agreement, dated as of January 25, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among Crown, Agent, the other Credit Parties (as defined therein) from time to time party thereto, and the Lenders (as defined therein) from time to time party thereto;

WHEREAS, Crown granted to Agent, pursuant to that certain Intellectual Property Security Agreement, dated as of January 25, 2019 by and between Crown, other pledgors, and Agent (the "IP Security Agreement"), a security interest in and to all rights, titles, and interests of Crown in and to all of Crown's Patents (as defined in the IP Security Agreement), which was recorded in the USPTO at Reel 048179 and Frame 0859 on January 28, 2019;

WHEREAS, Crown, the other pledgors, and Agent, having been informed that Crown was not the owner of the Patents listed on Schedule A hereto (the "Released Patent Collateral"), had filed that certain Partial Termination and Release of Security Interest, dated as of July 18, 2019, which terminated, cancelled, discharged, and released Agent's security interests in and to all right, title, and interest, and Agent's rights in the Released Patent Collateral, and which was recorded in the USPTO at Reel 049804 and Frame 0119 on July 19, 2019;

WHEREAS, in connection with an event of default not involving Assignee (the record owner of the Released Patent Collateral), Crown and Agent executed an Assignment of Patent Rights in favor of Assignor, wherein the Released Patent Collateral erroneously remained listed in the Schedule included therewith, and Assignor inadvertently accepted such Schedule and executed such Assignment of Patent Rights, which was then erroneously recorded against the Released Patent Collateral in the USPTO at Reel 061944 and Frame 0271 on December 1, 2022 (the "Prior Assignment");

WHEREAS, Crown was not the owner of the Released Patent Collateral, and the Prior Assignment, as it relates to the Released Patent Collateral, was filed against such Released Patent Collateral in error;

WHEREAS, Crown shall deliver or shall cause this Termination and Reassignment to be delivered to Assignee, and cause this Termination and Reassignment to be recorded in the USPTO's records to correct such error;

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

SECTION 1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby reaffirms the Partial Termination and Release of Security Interest, dated as of July 18, 2019, and, Assignor, Crown, and Agent each, in each case, for sake of certainty:

(a) terminates, cancels, discharges, and releases its security interests in and to all right, title, and interest in and to the Released Patent Collateral; and

(b) authorizes the recordation of this Termination and Reassignment with the USPTO or any similar office or agency within or outside the United States at Crown's and/or Assignor's expense.

Notwithstanding anything herein to the contrary, nothing in this Termination and Reassignment shall affect Agent's security interest in, or Agent's rights in, any Collateral other than the Released Patent Collateral.

SECTION 3. Reassignment. Each of Assignor, Crown, and Agent, without representation, warranty, or recourse, hereby irrevocably assign, transfer, convey, deliver, and quitclaim to Assignee, and Assignee hereby accepts, all rights, titles, and interests, throughout the world, that Assignor, Crown, and Agent have or may have, or had or may have had, in and to the Released Patent Collateral.

SECTION 4. No Implied Rights. This Termination and Reassignment is being entered into to make clear that Assignee is the owner of the Released Patent Collateral and in order to correct the public record with respect thereto. The termination, release, and reassignment set forth in this Termination and Reassignment should not be read to imply that either the IP Security Agreement or the Prior Assignment was effective to transfer to Assignor, Crown, or Agent, any right, title, or interest in and to the Released Patent Collateral, it being the case that the purported transfer and grant of security interest set forth therein were erroneous.

SECTION 5. Choice of Law. This Termination and Reassignment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. Successors and Assigns. This Termination and Reassignment shall inure to the benefit of Assignee and its successors, assigns, and other legal representatives, and shall be binding upon each of Assignor, Crown, and Agent and their respective successors, assigns and other legal representatives.

SECTION 7. Counterparts. This Termination and Reassignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Termination and Reassignment, whether by facsimile or by scanned and emailed signatures or by original manual signature, and regardless of the variation in pagination or appearance, shall be binding upon the Parties executing this Termination and Reassignment.

IN WITNESS WHEREOF, the Parties have caused this Partial Termination and Reassignment of Interests in Surrendered Collateral to be executed by their respective duly authorized representatives as of the date(s) set forth below.

[remainder of page blank - signature and notary pages to follow]

Crown:

CROWN BRANDS LLC

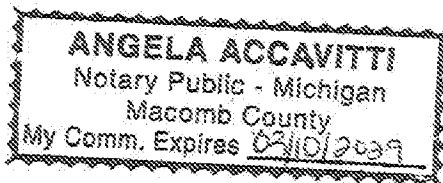
By: [Signature]
Name: Gene R. Kohut
Its: Independent Director
Date: 10/18/2023

Acknowledgement and Notary:

Country: United States)
State of Michigan)
County of Macomb) ss:

On the 18 day of October, 2023, before me personally appeared Gene Kohut [signatory name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Independent Director [signatory title] of Crown, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Crown.

Notarial Seal



SIGNATURE PAGE TO PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL

Agent:

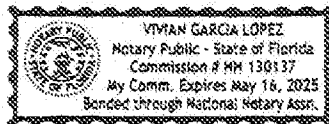
WHITEHORSE CAPITAL MANAGEMENT, LLC

By: [Signature]
Name: Richard Siegel
Its: Authorized Signatory
Date: 10/19/2023

Acknowledgement and Notary:

State of Florida)
County of Miami-Dade) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of October, 2023, by Richard Siegel as Authorized Signatory for WHITEHORSE CAPITAL MANAGEMENT, LLC.



[Signature]
Vivian Garcia Lopez

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

*SIGNATURE PAGE TO PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL*

Assignor:

FOODSERVICES BRAND GROUP, LLC (f/k/a COHG ACQUISITION, LLC)

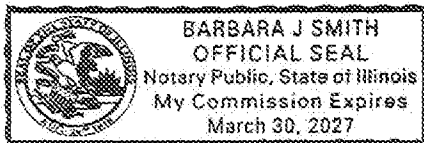
By: David Ladd
Name: DAVID LADD
Its: LFO
Date: 10/19/23

Acknowledgement and Notary:

Country: United States of America
State of ILLINOIS)
County of LAKE) ss:

On the 19th day of October, 2023, before me personally appeared DAVID LADD
[signatory name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say
that he/she executed the same in his/her authorized capacity as the LFO
[signatory title] of Assignor, the company described hereinabove, and acknowledged the instrument to be
the free act and deed of Assignor.

Notarial Seal



SIGNATURE PAGE TO PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL

Assignee:

LIFETIME BRANDS, INC.

By: 

Name: Laurence Winoker

Its: EVP, Treasurer and CFO

Acknowledgement and Notary:

Country: United States }

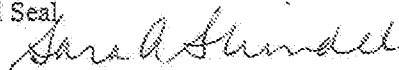
State of New York }

County of Nassau }

SS:

On the 24th day of October, 2023, before me personally appeared Laurence Winoker [signatory name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the EVP, Treasurer and CFO [signatory title] of Assignee, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignee.

Notarial Seal



SARA A. SHINDEL

Notary Public, State of New York

No. 01SH5001085

Qualified in Nassau County

Commission Expires Aug. 31, 2026

SIGNATURE PAGE TO PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL

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SCHEDULE A

Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
Juicer	USA	6155164	December 5, 2000
Comestible Product Press	USA	7395753	July 8, 2008
Food Press	USA	7296762 B2	November 20, 2007
Avocado Pitter/Slicer	USA	7421786 B2	September 9, 2008
Kitchen Utensil with Compound Hinge	USA	9326631 B2	Ma 3, 2016
Egg Slicer	USA	D464851 S	October 29, 2002
Spoon Rest	USA	D465974 S	November 26, 2002
Spoon Rest	USA	D466375 S	December 3, 2002
Hand Operated Citrus Fruit Squeezer	USA	D468975 S	January 21, 2003
Measuring Cup	USA	D486745 S	February 17, 2004
Food Press	USA	D521814 S	May 30, 2006
Avocado Pitter/Slicer	USA	D528379 S	September 19, 2006

*SCHEDULE A TO PARTIAL TERMINATION AND REASSIGNMENT OF INTERESTS
IN SURRENDERED COLLATERAL*

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