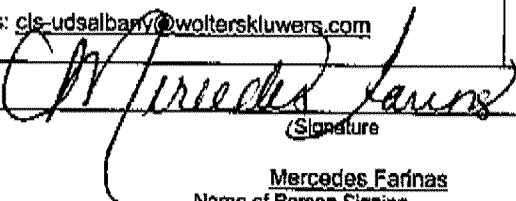


RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b></p> <p style="text-align: center;">Oneida, Ltd. 163-181 Kenwood Avenue Oneida, New York 13421</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Delaware</u>          Execution Date(s) <u>March 23, 2012</u>          Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> <u>Other Amended and Restated Trademark Security Agreement</u></p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?          Name: <u>Wells Fargo Bank, National Association, as Agent</u></p> <p>Internal Address: _____          Street Address: <u>100 Park Avenue, 14th Floor</u>          City: <u>New York</u>          State: <u>NY</u>          Country: <u>USA</u>                              Zip: <u>10017</u></p> <p><input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> General Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input checked="" type="checkbox"/> Other                              <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)</p>
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) See Attached Schedule A      B. Trademark Registration No.(s) See Attached Schedule A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</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>UCC Direct Services</u>          Street Address: <u>187 Wolf Road, Suite 101</u>          City: <u>Albany</u>          State: <u>NY</u>                              Zip: <u>12205</u>          Phone Number: <u>800-342-3676</u>          Fax Number: <u>800-962-7049</u>          Email Address: <u>cls-udsalbany@wolterskluwers.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="float: right; border: 1px solid black; padding: 2px;">151</span></p> <p><b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41) \$ <u>3775.00</u></b></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card                              Last 4 Numbers <u>1640</u>          Expiration Date <u>10/13</u></p> <p>b. Deposit Account Number _____          Authorized User Name: _____</p>
<p><b>9. Signature:</b> <u></u>                              <u>4/6/12</u>          (Signature)                              Date</p> <p style="text-align: center;"><u>Mercedes Farinas</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document. <span style="border: 1px solid black; padding: 2px;">25</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$3865.00 075605

Additional Conveying Parties:

Anchor Hocking, LLC  
Universal Tabletop, Inc.  
Delco International, Ltd.  
THC Systems, Inc.  
Kenwood Silver Company, Inc.  
Oneida Silversmiths Inc.  
Oneida International Inc.  
Buffalo China, Inc.  
Oneida Food Service, Inc.  
Sakura, Inc.

## TRADEMARKS AND TRADEMARK APPLICATIONS

Universal Tabletop, Inc.: None

Anchor Hocking, LLC:

Trademark	Filing Date	Registration No.	Registration Date	Status
ANCHOR HOCKING	07-Nov-1962	756,056	03-Sep-1963	Renewed
ANCHOR HOME COLLECTION	27-Mar-2009	3,994,367	12-Jul-2011	Registered
ANCHOR SIGNATURES (stylized)	09-Jul-2009	3,776,235	13-Apr-2010	Registered
AQUATIC GARDEN	15-Sep-2000	2,507,211	13-Nov-2001	Registered
COLONY CRAFTS	29-Nov-1985	1,406,765	26-Aug-1986	Renewed
EXCELLENCY	02-May-1978	1,110,057	26-Dec-1978	Renewed
FIRE-KING	13-Feb-1941	388,452	24-Jun-1941	Renewed
FIRE-KING (Stylized)	13-Feb-1948	522,575	21-Mar-1950	Renewed
FLORENTINE	22-Feb-2010	3,853,422	28-Sep-2010	Registered
INDIANA GLASS				Unfiled
PRESENTATIONS	14-Feb-1991	1,697,679	30-Jun-1992	Renewed
RIM-TEMPERED	05-Mar-1987	1,479,195	01-Mar-1988	Renewed
ROLY POLY	21-Feb-1985	1,360,611	17-Sep-1985	Renewed
SURE-GUARD	13-Mar-1998	2,289,581	26-Oct-1999	Renewed
SURE-SNUFF	22-Sep-1964	788,905	04-May-1965	Renewed
TARTAN	26-Nov-1991	1,783,467	20-Jul-1993	Renewed
TRUESEAL BY ANCHOR (Stylized)	27-May-2009	3,846,194	07-Sep-2010	Registered
WEXFORD	06-Nov-2001	2,604,743	06-Aug-2002	Registered
WEXFORD (STYLIZED)	19-Apr-1979	1,172,321	06-Oct-1981	Renewed
ANCHOR	1-Dec-2009	3,817,901	13-Jul-2010	Registered

Trademark	Filing Date	Registration No.	Registration Date	Status
Anchor. Design	01-Dec-2009	3,817,905	13-Jul-2010	Registered
RAISE A GLASS TO PLANET EARTH	01-Dec-2009	3,817,907	13-Jul-2010	Registered
ALCO	15-Aug-2002	2,717,483	20-May-2003	Registered
ALCO VALUES FOR THE HOME & Design	12-Apr-2000	2,572,813	28-May-2002	Registered
COUNTERTOPS	28-Sep-2004	3,075,284	04-Apr-2006	Registered
LINDSEY JORDAN	12-Oct-2004	3,048,007	24-Jan-2006	Registered
LITETyme	10-Mar-2000	2,508,114	13-Nov-2001	Registered
LJ BABY^	01-April-2006	3,224,731	03-Apr-2007	Registered
PRESCOTT FORGE	27-Apr-2000	2,524,399	01-Jan-2002	Registered

**Oneida Ltd.: U.S. Trademarks**

Trademark	Int'l Class	Reg. No. (App. No.)	Reg. Date (App. Date)	Use
Act I	8	1,079,716	12/20/77	F/W
Adelphia	8	2,993,275	09/06/05	F/W*
Affection	8, 14	645,392	05/14/77	F/W&H/W
Aquarius	8	2,496,315	10/9/01	F/W
Arbor Rose	8	744,744	02/05/63	F/W
Ariel	8	3,160,902	10/17/06	F/W*
Ballad	8	857,895	10/01/68	F/W
Beethoven	8	924,490	11/23/71	F/W*
Blue Ridge	21	1,181,156	12/08/81	D/W
Botticelli	21	3,925,735	03/01/2011	D/W
Botticelli	8	959,353	05/22/73	F/W
Brahms	8	1,000,408	12/24/74	F/W*
Bring Life to the Table	8	3,496,928	09/02/08	F/W
Bring Life to the Table	21	3,547,323	12/16/08	D/W
Cantata	8	785,546	02/23/65	F/W
Castle Court	14	1,706,604	08/11/92	H/W
Cello	8	1,212,195	10/12/82	F/W*
Chateau	8	876,498	09/09/69	F/W
Chatelaine	23	916,270	7/13/71	F/W*

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Use</u>
Clarette	8	1,392,161	05/06/86	F/W*
Community	8	712,476	03/14/61	F/W
Coronation	8	337,956	08/20/36	F/W
Cubby Bear	8	2,131,078	01/20/98	F/W
Culinaria	21	3,934,239	3/22/11	D/W
Culinaria	8	3,938,083	3/29/11	F/W
Damask Rose	14	1,725,476	10/20/92	H/W
Damask Rose	8	542,855	05/29/51	F/W
Delco	8	2,617,375	09/10/02	F/W
Delco	21	2,617,374	09/10/02	D/W
Delco	21	2620379	09/10/02	H/W
Dover	8	889,693	04/21/70	F/W
Du Maurier	14	984,215	05/14/74	F/W&H/W
Dunes	21	1,177,304	11/10/81	D/W
Easton	8	1,362,989	10/01/85	F/W
Eastview	8	3,270,018	07/24/07	F/W*
Etagc	8	2,266,744	08/03/99	F/W
Eton	8	512,068	07/12/49	F/W
Flight	8	274,966	09/09/30	F/W&H/W
Forever	8	876,507	09/09/69	F/W
Harmony	8	436,275	05/31/48	F/W
Heiress	8	2,032,263	01/21/97	F/W*
Heirloom	8	977,690	01/29/74	F/W
Heirloom	8	2,036,837	02/11/97	F/W
Hickory	21	1,216,751	11/16/82	D/W
Juilliard	8	1,362,990	10/01/85	F/W
Jefferson	8	646,810	06/11/57	F/W
Kenwood	8	849,007	05/14/68	F/W
Louisiana	8	894,079	07/07/70	F/W
LTD	8	1,362,987	10/01/85	F/W
Majesticware	21	2,075,123	07/01/97	D/W
Marquette	8	1,362,988	10/01/85	F/W
Maybrook	8,14	645,401	05/14/57	H/W
Melissa	8	899,170	09/22/70	F/W
Michelangelo	8	884,999	01/27/70	F/W
Modern Antique	8	964,131	07/17/73	F/W
Noblesse	8,14	280,604	02/24/31	F/W
Northland	8	1,989,764	07/30/96	F/W
Nottingham	21	1,208,446	09/14/82	D/W
Oneida	8,14	2,031,987	01/21/97	F/W&H/W
Oneida	8	631,695	07/31/56	F/W
Oneida	14	682,551	07/28/59	F/W
Oneida	8	850,953	06/18/68	Cutlery
Oneida	21	851,740	07/02/68	H/W
Oneida	21	1,177,324	11/10/81	G/W
Oneida	21	2,263,002	07/20/99	D/W
Oneida	35	2,230,913	03/09/99	Factory Store
Oncida	8, 9,21	2,299,604	12/14/99	Gadgets
Oncida	42	2,525,748	1/1/02	On-line Svcs.
Oncida	35	2,425,852	11/16/99	On-line Svcs.

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Use</u>
Oneida	21	2,141,599	03/03/98	Cookware
Oneida	3	2,095,127	09/09/97	Polish
Oneida	7	2,146,917	03/31/98	Tools
Oneida	21	2,883,927	9/14/04	Bakeware
Oneida	11	3,759,303	3/9/10	Electric Coffee Makers
Oneida.com	35, 42	2,606,501	8/13/02	On-line Svcs.
Oneidacraft	8	870,429	06/03/69	F/W
Oneida Community	14	185,759	06/24/24	F/W&H/W
Oneida Chef's Table	21	(77/578,345)	(09/25/08)	Dinnerware
Oneida Global Foodservice	35	4,068,998	12/13/11	On-line Svcs.
Oneida Hotel	21	3,772,396	4/6/10	D/W
Oneida Home	35	2,806,347	1/20/04	Factory Store
OL Oneida & Design	14	1065754	05/17/77	H/W
Ophelia	8	2,974,315	07/19/05	F/W*
Peer	8	635,891	10/16/56	F/W
Post Road	8	953,095	02/13/73	F/W
Rego	21	1,138,785	09/19/80	D/W
Rego & design	21	1,141,341	11/11/80	D/W
1881 Rogers Stainless	8	755,945	09/03/63	F/W
Rio	8	876,500	09/09/69	F/W
Wm. A. Rogers	14	805,167	03/08/66	F/W&H/W
Wm. A. Rogers	8	805,119	03/08/66	F/W
Royal Flute	8	1,706,289	08/11/92	F/W*
Sakura	21	2,834,012	04/20/04	D/W
Seneca	8	439,625	07/06/48	F/W
Shoreline	8	640,993	02/05/57	F/W*
Southern Garden	21	1,968,249	04/16/96	G/W
St. Ives	8	1,164,415	08/11/81	F/W*
The Art of Dining	21	2049,760	04/01/97	D/W&G/W
Thor	8	874,194	08/05/69	F/W
Unity	8	2,195,521	10/13/98	F/W
Valeric	8	1,158,866	06/30/81	F/W
Will 'OWisp	8	875,082	08/19/69	F/W
Stanton Hall	8	528,493	8/1/50	F/W
Bancroft	8	889,701	4/21/70	F/W
Fantasy	8	856,472	9/10/68	F/W
Patrick Henry	8	899,179	9/22/70	F/W
Flirtation	8	685,541	9/22/59	
Lasting Spring	8	518,836	12/13/49	
Michelangelo	8	900,228	10/6/70	
Monte Carlo	8	899,171	9/22/70	

\* Record owner is General Mills Inc.

**Oneida Ltd.: International Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Class</b>	<b>Goods</b>
BUFFALO	China (Peoples Republic)	Pending	(7275786)	(24-Mar-2009)	21	D/W
COMMUNITY	Australia	Registered	A203,364	05-Jul-1966	8	
COMMUNITY	Australia	Registered	A49,939	13-Apr-1928	8	
COMMUNITY	Chile	Registered	483307	11-Jan-1977	8	
COMMUNITY	Greece	Registered	100482	17-Jul-1994	8	
COMMUNITY	Guatemala	Registered	18792	01-Oct-1987	8	F/W
COMMUNITY	Ireland	Registered	71734	02-Nov-1966	8	
COMMUNITY	Ireland	Registered	32375	09-Oct-1912	14	
COMMUNITY	New Zealand	Registered	11866	02-Mar-1984	14	
COMMUNITY	New Zealand	Registered	81309	13-Jun-1966	8	
COMMUNITY	Philippines	Registered	2562	15-Sep-1960	21	FW HWE
COMMUNITY	South Africa	Registered	92/0189	13-Jan-1992	8	
COMMUNITY	Sweden	Registered	23837	26-Oct-1920	8,14	
COMMUNITY	United Kingdom	Registered	346120	09-Oct-1912	8, 14, 21	
COMMUNITY	Venezuela	Registered	F015578	02-Apr-1945	14	
COMMUNITY	Zimbabwe	Registered	545/66	13-Jul-1977	8	
DURACERAM	China (Peoples Republic)	Registered	582628	10-Feb-1992	21	D/W
DURACERAM**	New Zealand	Registered	242064	18-Oct-1994	21	D/W
DURACERAM & Design (Assigned to Oneida Australia**)	Australia	Registered	A528933	19-Feb-1990	21	D/W
DURACERAM & Design**	Hong Kong	Registered	B05447/1992	29-Dec-1992	21	D/W
DURACERAM & Design**	South Africa	Registered	94/11145	06-Feb-1997	21	D/W

Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
FINECERAM & Design (Assigned to Oneida Australia**)	Australia	Registered	B528935	19-Feb-1990	21	D/W
FINECERAM & Design**	Hong Kong	Registered	B03290/1992	18-Aug-1992	21	
NORTHLAND	Colombia	Registered	175926	20-Jun-1995	8	
NORTHLAND	Japan	Registered	856431	18-May-1970	13	
NORTHLAND	Japan	Registered	4433097	17-Nov-2000	8	F/W
NORTHLAND	Mexico	Registered	350829	06-Apr-1988	8	
OMSA	Mexico	Registered	244419	04-Oct-1979	14, 28	
ONEIDA	Australia	Registered	B284,450	14-Jan-1975	14	F/W
ONEIDA	Australia	Registered	645024	04-Nov-1994	8	
ONEIDA	Benelux	Registered	43309	09-Jul-1971	8, 21	
ONEIDA	Benelux	Registered	528207	23-Feb-1993	14	
ONEIDA	Bolivia	Registered	65658	25-Apr-1975	8	
ONEIDA	Brazil	Registered	200061020	17-Aug-1972	14	
ONEIDA	Brazil	Registered	2700670	17-Aug-1972	21	
ONEIDA	Chile	Registered	492271	15-Jun-1977	8	F/W
ONEIDA	China (Peoples Republic)	Registered	686633	21-Apr-1994	8	
ONEIDA	China (Peoples Republic)	Registered	651922	28-Jul-1993	21	
ONEIDA	Colombia	Registered	130189	12-Dec-1990	14	
ONEIDA	Colombia	Registered	171127	29-Dec-1994	8	
ONEIDA	Costa Rica	Registered	47948	14-Aug-1974	21	
ONEIDA	Dominican Republic	Registered	23062	20-Jun-1974	41	
ONEIDA	Dominican Republic	Registered	23063	20-Jun-1974	40	



Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
ONEIDA	Ecuador	Registered	385-47	10-Jul-1947		
ONEIDA	Egypt	Registered	61224	07-Feb-1989	8	F/W
ONEIDA	El Salvador	Registered	91 Book 67	27-May-1977	42a, 127a	
ONEIDA	European Community	Registered	271098	22-May-1996	8, 14, 21	
ONEIDA	France	Registered	1589979	24-Apr-1990	8,21	
ONEIDA	Germany	Registered	772756	13-Feb-1972	8, 14, 21	
ONEIDA	Greece	Registered	100483	17-Jul-1994	8, 14, 21	
ONEIDA	Guatemala	Registered	89393	12-Apr-1998	8	
ONEIDA	Guatemala	Registered	89394	12-Apr-1998	14	
ONEIDA	Guatemala	Registered	29032	28-Feb-1975	21	
ONEIDA	Honduras	Registered	21979	14-Feb-1975	14	
ONEIDA	Honduras	Registered	47691	19-May-1987	21	
ONEIDA	Hong Kong	Registered	3643/97	25-Mar-1997	8	
ONEIDA	Hong Kong	Registered	2567/95	30-Mar-1995	14	
ONEIDA	India	Pending	1794049 1794050 1794051 1794054 1794052 1794053	3/9/09	8, 11, 20, 21, 24, 35	F/W
ONEIDA	Ireland	Registered	B102509	31-Jan-1979	8	
ONEIDA	Ireland	Registered	B102510	31-Jan-1986	14	
ONEIDA	Israel	Registered	85741	14-Dec-1992	8	F/W & H/W
ONEIDA	Israel	Registered	85742	14-Dec-1992	14	F/W & H/W
ONEIDA	Japan	Registered	856432	18-May-1970	8	F/W
ONEIDA	Japan	Registered	914495	31-Jul-1971	14	F/W

Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
ONEIDA	Japan	Registered	411844	23-May-1982	8,14	
ONEIDA	Jordan	Registered	13304	08-May-1975	14	
ONEIDA	Korea, Republic of	Registered	69648	13-Jun-1980	8	
ONEIDA	Korea, Republic of	Registered	70879	31-Jul-1980	8	
ONEIDA	Malaysia	Registered	93/1285	24-Feb-1995	8	
ONEIDA	Malaysia	Registered	93/1284	18-Oct-1995	14	
ONEIDA	Mexico	Registered	253666	01-Apr-1980	8	F/W
ONEIDA	Mexico	Registered	36859	11-Sep-1976	14	F/W & H/W
ONEIDA	Mexico	Registered	625747	04-Jun-1998	21	D/W
ONEIDA	New Zealand	Registered	B113754	07-Nov-1975	14	
ONEIDA	New Zealand	Registered	B113753	07-Nov-1975	8	
ONEIDA	Nicaragua	Registered	2839	04-Apr-1975	14	F/W
ONEIDA	Nicaragua	Registered	2840	04-Apr-1975	21	D/W
ONEIDA	Panama	Registered	19003	23-Sep-1984	6	
ONEIDA	Peru	Registered	37105	19-Feb-1981	8	
ONEIDA	Peru	Registered	37153	3-Feb-1981	14	
ONEIDA	Peru	Registered	148133	30-Jan-2009	21	D/W
ONEIDA	Philippines	Registered	2745	24-Jan-1963	8	F/W
ONEIDA	Philippines	Registered	2746	24-Jan-1963	14	H/W
ONEIDA	Portugal	Registered	188141	18-Dec-1974	14	F/W & H/W
ONEIDA	Puerto Rico	Registered	44779	01-Mar-1999	8	F/W

Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
ONEIDA	Puerto Rico	Registered	44782	01-Mar-1999	14	F/W & H/W
ONEIDA	Russian Federation	Registered	125504	19-May-1993	8,14	
ONEIDA	Saudi Arabia	Registered	313/34	17-Jul-1994	8	
ONEIDA	Saudi Arabia	Registered	313/35	17-Jul-1994	14	
ONEIDA	Singapore	Registered	T92/09040E	25-Nov-1992	8	F/W & H/W
ONEIDA	Singapore	Registered	T92/09039A	25-Nov-1992	14	
ONEIDA	South Africa	Registered	93/10891	08-Jan-1996	8	F/W
ONEIDA	South Africa	Registered	93/10892	08-Jan-1996	14	
ONEIDA	Switzerland	Registered	275722	09-Oct-1974	14,21	
ONEIDA	Taiwan	Registered	857216	01-Jul-1999	8	F/W
ONEIDA	Taiwan	Registered	853676	01-Jun-1999	14	D/W
ONEIDA	Turkey	Registered	145659	28-May-1993	8, 14, 21	F/W & H/W
ONEIDA	United Arab Emirates	Registered	11365	31-Jul-1997	8	F/W
ONEIDA	United Arab Emirates	Registered	11366	31-Jul-1997	14	F/W & H/W
ONEIDA	Venezuela	Registered	19552	11-May-1948	14	
ONEIDA	Venezuela	Registered	19553	11-May-1948	8, 16	
ONEIDA	Vietnam	Pending	Application No: 4-2010-02417			
ONEIDA & Cube Design	Japan	Registered	398130	18-Apr-1951	8	
ONEIDA & Cube Design	Mexico	Registered	248286	04-Oct-1979	23	
ONEIDA in Rectangle	Argentina	Registered	1320456 (old App. No.) 2879666 (Renewal No.)	24-Nov-1978 10-Mar-2010	8	

Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
ONEIDA SILVERSMITHS	Australia	Registered	B160,118	19-May-1960	8, 14	
ONEIDA SILVERSMITHS	Australia	Registered	B160,120	19-May-1960	14	
ONEIDA SILVERSMITHS	New Zealand	Registered	B113756	07-Nov-1975	14	
ONEIDA SILVERSMITHS	South Africa	Registered	60/1555/1	25-Apr-1974	8	
ONEIDA Stylized in Cube	Australia	Registered	B284,363	08-Jan-1975	8	F/W
ONEIDA Stylized in Cube	Australia	Registered	B284,364	08-Jan-1975	14	H/W
ONEIDA Stylized in Cube	Australia	Registered	B284,365	08-Jan-1975	21	H/W
ONEIDA STAINLESS	Australia	Registered	B160,101	19-May-1960	8	
ONEIDA STAINLESS	Australia	Registered	B160,102	19-May-1960	21	
ONEIDACRAFT	Colombia	Registered	187613	17-May-1996	8	
ONEIDACRAFT	Mexico	Registered	236048	16-Aug-1979	8	
ONEIDACRAFT	Zimbabwe	Registered	546/66	13-Jul-1977	8	
REGO	Brazil	Registered	819877751	10-Aug-1999	20,25	D/W
REGO	Colombia	Registered	202221	24-Oct-1997	21	D/W
REGO	Peru	Registered	38255	18-Aug-1997	21	D/W
SANT'ANDREA	Philippines	Registered	4-1998-00330	13-May-2002	8,14,21	
SIMEON L & GEORGE H. ROGERS COMPANY	Venezuela	Registered	F065132	12-Feb-1979	8, 16	
STANLEY ROGERS (Assigned to Oneida Australia**)	Australia	Registered	891397	08-Oct-2001	14,21	F/W
STANLEY ROGERS (Assigned to Oneida Australia**)	Australia	Registered	969199	05-Sep-2003	8	F/W
STYLO	Mexico	Registered	999977	10-Jun-2007	21	D/W
STYLO	Colombia	Registered	373,685	2/27/2009	21	D/W
STYLO	Colombia	Pending	(07 68213)	(05-Jul-2007)	21	D/W

Trademark	Country	Status	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Goods
STYLO	Costa Rica	Registered	174,894	05-May-2008	21	D/W
STYLO	Ecuador	Registered	186,143	10-Dec-2007	21	D/W
STYLO	El Salvador	Registered	70095527	28-Jan-2008	21	D/W
STYLO	Guatemala	Registered	164,490	14-Jul-2009	21	D/W
W. A. ROGERS	Mexico	Registered	1129256	24-Jan-2007	8	
W. A. ROGERS	Mexico	Registered	895689	08-Apr-2005	21	
WM. A. ROGERS	Venezuela	Registered	89,780-F	12-Feb-1979	23	

\*\* Record owner is CAN 082 110 101 Pty Ltd.

#### Oneida Ltd.: UK Trademarks

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
JULLIARD	United Kingdom	Registered	1429278	6/20/97	8	
SENECA	United Kingdom	Registered	1429306	6/20/97	8	
OLD HALL	United Kingdom	Registered	833326	4/12/97	8, 14 & 21	
ONEIDA	United Kingdom	Registered	1066403	7/28/97	8, 14 & 21	
ONEIDA	United Kingdom	Registered	B1015133	7/30/94	21	
ONEIDA	United Kingdom	Registered	B1015132	7/30/94	14	
ONEIDA	United Kingdom	Registered	902734	8/12/87	8	
ALLORO	United Kingdom	Registered	2329414	9/19/03	8	
COLOURBLAZE	United Kingdom	Registered	1311876	8/3/90	8	
EVOLUTION	United Kingdom	Registered	2321703	6/18/04	8, 21	
ONEIDA DIRECTIONS	United Kingdom	Registered	2329412	5/7/04	8	
STANLEY ROGERS	United Kingdom	Registered	2329413	6/25/04	8	

Trademark	Country	Status	Reg. No.	Reg. Date	Class	Goods
STUDIO	United Kingdom	Registered	852198	7/30/63	8	
TECHTONIC	United Kingdom	Registered	2215173	3/1/02	21	
VINERS	United Kingdom	Registered	1217359	4/24/84	8, 21	
VINERS	United Kingdom	Registered	2320109	11/28/03	8, 14 & 21	
VINERS	United Kingdom	Registered	921358	2/20/68	21	
COMMUNITY	United Kingdom	Registered	346,120	10/9/1912	8, 14, 21	

**Oneida Ltd.: Canadian Trademarks**

Trademark	Status	Reg. No.	Reg. Date	Class
ACCENT	Registered	TMA104101	8/10/1956	
CAPRI	Registered	TMA500351	9/10/1998	
CHATEAU	Registered	TMA505816	12/21/1998	
COMMUNITY	Registered	TMDA13179	11/6/1908	
COMMUNITY	Registered	TMA123530	9/8/1961	
ENCHANTMENT	Registered	UCA42953	4/15/1952	
HEIRLOOM	Registered	TMA217495	12/3/1976	
HEIRLOOM	Registered	TMDA53056	9/17/1931	
HEIRLOOM	Registered	TMDA20651	3/31/1915	
LTD	Registered	TMA285429	12/2/1983	
LADY HAMILTON	Registered	TMDA53719	1/8/1932	
NEEDLEPOINT	Registered	TMA376941	12/7/1990	
NORTHLAND	Registered	UCA48058	3/25/1954	
ONEIDA	Registered	TMA533137	9/21/2000	
ONEIDA	Registered	TMA376942	12/7/1990	
ONEIDA DESIGN	Registered	TMA285204	11/25/1983	
ONEIDA COMMUNITY	Registered	TMDA20961	7/20/1915	
ONEIDA	Registered	TMA161819	3/28/1969	
ONEIDACRAFT	Registered	TMA102987	3/29/1956	
ONEIDA	Registered	UCA44115	10/20/1967	
ONEIDA	Registered	TMDA20960	7/20/1915	
PROFILE	Registered	TMA260269	6/26/1981	
ROMA	Registered	TMA184720	8/4/1972	
VALOR	Registered	TMA157335	6/21/1968	
WM. A. ROGERS	Registered	TMDA48471	1/20/1930	
1881 ROGERS STAINLESS & DESIGN	Registered	TMA153505	10/6/1967	
1881 R ROGERS & DESIGN	Registered	TMDA48987	3/24/1930	
1881 ROGERS A1 RRR TRIPLE	Registered	TMDA53731	1/12/1932	

**Buffalo China, Inc.: U.S. Trademarks**

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
Buffalo China	21	1374809	12/10/85	D/W

**Delco International, Ltd.: U.S. Trademarks**

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use</u>
ABCO	8, 21	2230713	03/09/99	F/W&D/W
Atlantic China	21	2063113	05/20/97	D/W
Belmore	8	2104884	10/14/97	F/W
Ceramicor	21	2136644	02/17/98	D/W
Delta	8	2094574	09/09/97	F/W
Lexington	8	2094572	09/09/97	F/W

**Kenwood Silver Company, Inc.: None**

**Oneida Food Service, Inc.: None**

**Oneida International Inc.: U.S. Trademarks**

<u>Trademark</u>	<u>Class</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Use</u>
Sant' Andrea (Design)	11,14,21	2671450	1/7/03	HW
Sant' Andrea (Design)	11,14,21	2668370	12/31/02	HW
Sant' Andrea (Design)	8	2651556	11/19/02	FW
Sant' Andrea	8 & 21	2386731	09/19/00	F/W&H/W
Sant' Andrea	14	2469654	7/17/01	H/W

**Oneida International Inc.: International Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods</u>
SANT'ANDREA	Argentina	Registered	1763046 (old Reg. No.) 2388954 (Renewal No.)	22-Nov-1999 23-Aug-2010	8	F/W
SANT'ANDREA	Australia	Registered	A512320	07-Jun-1989	8	F/W
SANT'ANDREA	Australia	Registered	A512321	07-Jun-1989	14	H/W
SANT'ANDREA	Australia	Registered	A512322	07-Jun-1989	21	H/W
SANT'ANDREA	Canada	Registered	373664	21-Sep-1990		

SANT'ANDREA	China (Peoples Republic)	Registered	529545	20-Sep-1990	8	F/W
SANT'ANDREA	China (Peoples Republic)	Registered	530373	30-Sep-1990	14	H/W
SANT'ANDREA	China (Peoples Republic)	Registered	531781	20-Oct-1990	21	
SANT'ANDREA	France	Registered	1535188	02-Jun-1989	8,14,21	F/W & H/W
SANT'ANDREA	Germany	Registered	1157006	06-Jun-1989	8, 21	
SANT'ANDREA	Hong Kong	Registered	19903655AA	23-Jun-1989	8,14,21	F/W
SANT'ANDREA	Italy	Registered	863246 (Old Reg. No.) 1251639 (Renewal No.)	29-Oct-1992 10-Mar-2010	4,8,21,24	
SANT'ANDREA	Japan	Registered	2352837	29-Nov-1991	8,14,21	F/W & H/W
SANT'ANDREA	Mexico	Registered	370888	21-Aug-1989	13	
SANT'ANDREA	Singapore	Registered	T89/03542C	06-Jun-1989	8	F/W
SANT'ANDREA	Singapore	Registered	T89/03544Z	06-Jun-1989	21	
SANT'ANDREA	Spain	Registered	2888990	15-Jun-1989	8, 21	F/W
SANT'ANDREA	Taiwan	Registered	478353	16-Mar-1990	38	
SANT'ANDREA	Taiwan	Registered	483397	01-May-1990	56	
SANT'ANDREA	Taiwan	Registered	487732	16-Jun-1990	67	
SANT'ANDREA	United Kingdom	Registered	1386209	01-Jun-1989	8	F/W
SANT'ANDREA	United Kingdom	Registered	1386210	01-Jun-1989	14	H/W & F/W
SANT'ANDREA	United Kingdom	Registered	1386211	01-Jun-1989	21	H/W & F/W
SANT'ANDREA & Design	Indonesia	Registered	IDM000132352	22-Dec-1997	8	
SANT'ANDREA & Design	Indonesia	Registered	IDM000131846	22-Dec-1997	14	



SANT'ANDREA & Design	Indonesia	Registered	IDM000132852	22-Dec-1997	21	
SANT'ANDREA & Design	Italy	Registered	920656 (Old Reg. No.) 1361661 (Renewal No.)	01-Dec-2003 25-Oct-2010	8,21	
SANT'ANDREA & Design	Philippines	Registered	4-1998-00330	13-May-2002	8,14,21	F/W & H/W
ONEIDA COOK & DINE	European Community	Registered	8452881	29-Jul-2010	8, 21	

Oneida Silversmiths Inc.: None

Sakura, Inc.: None

THC Systems, Inc.: Canadian Trademarks

TRADEMARK	REG. NO.	REG. DATE	CLASS
REGO	263,393	10/16/1981	21
REGO & DESIGN	263,638	10/23/1981	21

Mark	Country	Intl. Class	App. No./Date	Reg. No./Date	Owner	Status
ONEIDA	Argentina	8	2178047 9/25/1998	1719614 2/8/1999	Oneida Ltd.	Registered
VINERS	China	21	909613 2/23/1995	909613 12/7/1996	Oneida International Limited	Registered
VINERS	China	8	868547 11/14/1994	868547 9/7/1996	Oneida International Limited	Registered
ONIA	Colombia	42	96 35335 7/5/1996	194143 2/17/1997	Oneida Ltd.	Registered
TECHTONIC	Community Trademarks	21	8565368 9/22/2009	8565368 3/16/2010	Oneida International Limited	Registered
V VINERS	Community Trademarks	8, 21	8557944 9/17/2009	8557944 3/29/2010	Oneida International Limited	Registered
VINERS	Community Trademarks	8, 21	8557902 9/17/2009	8557902 3/29/2010	Oneida International Limited	Registered
ONEIDA	India	11	1794050 3/9/2009		Oneida Limited	Application (Pending)
ONEIDA	India	24	1794052 3/9/2009		Oneida Limited	Application (Pending)
ONEIDA	India	21	1794054 3/9/2009		Oneida Limited	Application (Pending)
ONEIDA	India	20	1794051		Oneida	Applicatio

Mark	Country	Intl. Class	App. No./Date	Reg. No./Date	Owner	Status
			3/9/2009		Limited	n (Pending)
ONEIDA	India	35	1794053 3/9/2009		Oncida Limited	Applicatio n (Pending)
COMMUNITY	Mexico	14	8/16/1979	241207	Oncida	Registered
ONEIDA	Venezuela	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45	1968- 005921 1/1/1968	F062072 11/11/1970	Oncida Ltd.	Registered
ROGERS	Venezuela	8, 16	1970- 002141 1/1/1970	F066610 9/10/1971	Oncida Ltd.	Registered

Universal Tabletop: None

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** dated as of March 23, 2012, 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**, 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 "Agreement").

**WHEREAS**, certain of Borrowers and Guarantors entered into the Loan and Security Agreement, dated as of September 15, 2006 (as such agreement has been amended by First Amendment to Loan and Security Agreement, dated November 24, 2010, Second Amendment to Loan and Security Agreement, dated November 24, 2010, and Third Amendment, Waiver and Consent to Loan and Security Agreement, dated as of November 1, 2011, and 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 Trademark Security Agreement, dated September 16, 2006, with respect to the Trademark Collateral (as therein defined) (the "Existing Trademark 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 Amended and Restated Loan and Security Agreement, dated 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**, 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 and

restate the Existing Trademark Agreement by executing and delivering to Collateral Agent this Agreement; 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 Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor 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 "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, trademark and service mark applications and registrations, including, without limitation, those trademarks, service marks, trade names, and trademark and service mark applications and registrations listed on Schedule A;
- (b) all extensions, renewals, and reissues of any of the foregoing,
- (c) all licenses of any of the foregoing,
- (d) all goodwill associated with or symbolized by of any of the foregoing,
- (e) all rights to sue for past, present, and future infringement of any of the foregoing, and
- (f) all corresponding rights thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark applications filed on an intent to use basis, and no security interest in and lien on such applications shall be deemed granted hereby, until such time, if any, as a statement of use is filed and accepted by the United States Patent and Trademark Office.

**SECTION 3. PRECEDENCE.** The security interest granted hereby 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 this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Trademark 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 Trademark Collateral which has been granted hereunder.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement pursuant to which Collateral Agent may modify this Agreement, after obtaining Grantors' approval, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantors no longer have or claim any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Agreement 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 Agreement 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) Amendment and Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSAL TABLETOP, INC.

By: 

Name: Mark Hedstrom

Title: Chief Financial Officer

ONEIDA LTD.

By: \_\_\_\_\_

Name: Andrew Church

Title: Treasurer

ANCHOR HOCKING, LLC

By: 

Name: Mark Hedstrom

Title: Secretary

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: Andrew Church

Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Amended and Restated Trademark Security Agreement

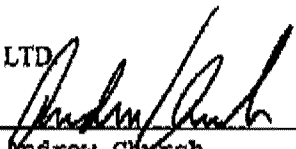
TRADEMARK  
REEL: 004778 FRAME: 0594

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSAL TABLETOP, INC.

By: \_\_\_\_\_  
Name: Mark Hedstrom  
Title: Chief Financial Officer

ONEIDA LTD.

By:  \_\_\_\_\_  
Name: Andrew Church  
Title: Treasurer

ANCHOR HOCKING, LLC

By: \_\_\_\_\_  
Name: Mark Hedstrom  
Title: Secretary

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: Andrew Church  
Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Amended and Restated Trademark Security Agreement

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: 

Name: Jennifer Avrigian

Title: Director

Amended and Restated Trademark Security Agreement

TRADEMARK  
REEL: 004778 FRAME: 0596



SCHEDULE A

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

See attached.

2055646.4