

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		04/27/2015	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 136

Property Type	Number	Word Mark
Registration Number:	0756056	ANCHOR HOCKING
Registration Number:	3994367	ANCHOR HOME COLLECTION
Registration Number:	3776235	ANCHOR SIGNATURES
Registration Number:	1406765	COLONY CRAFTS
Registration Number:	1110057	EXCELLENCY
Registration Number:	0388452	FIRE-KING
Registration Number:	0522575	FIRE-KING
Registration Number:	3853422	FLORENTINE
Registration Number:	4471766	GO CLEAR BY ANCHOR HOCKING COMPANY
Registration Number:	1479195	RIM-TEMPERED
Registration Number:	1360611	ROLY POLY
Registration Number:	2289581	SURE-GUARD
Registration Number:	0788905	SURE-SNUFF
Registration Number:	1783467	TARTAN
Registration Number:	3846194	TRUESEAL BY ANCHOR
Registration Number:	3817901	ANCHOR
Registration Number:	3817905	
Registration Number:	3817907	RAISE A GLASS TO PLANET EARTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2717483	ALCO
Registration Number:	3224731	LJ BABY
Serial Number:	85852942	
Registration Number:	4571214	ANCHOR ANCHOR HOCKING COMPANY
Registration Number:	1172321	WEXFORD
Registration Number:	0134050	COMMUNITY
Registration Number:	0542855	DAMASK ROSE
Registration Number:	0685541	FLIRTATION
Registration Number:	1216751	HICKORY
Registration Number:	0518836	LASTING SPRING
Registration Number:	0900228	MICHELANGELO
Registration Number:	0964131	MODERN ANTIQUE
Registration Number:	0899171	MONTE CARLO
Registration Number:	1079716	ACT I
Registration Number:	0645392	AFFECTION
Registration Number:	2496315	AQUARIUS
Registration Number:	0744744	ARBOR ROSE
Registration Number:	3160902	ARIEL
Registration Number:	0857895	BALLAD
Registration Number:	1181156	BLUE RIDGE
Registration Number:	3925735	BOTTICELLI
Registration Number:	0959353	BOTTICELLI
Registration Number:	1000408	BRAHMS
Registration Number:	3496928	BRING LIFE TO THE TABLE.
Registration Number:	3547323	BRING LIFE TO THE TABLE.
Registration Number:	0785546	CANTATA
Registration Number:	1706604	CASTLE COURT
Registration Number:	0876498	CHATEAU
Registration Number:	1392161	CLARETTE
Registration Number:	0712476	COMMUNITY
Registration Number:	0337956	CORONATION
Registration Number:	2131078	CUBBY BEAR
Registration Number:	3934239	CULINARIA
Registration Number:	3938083	CULINARIA
Registration Number:	1725476	DAMASK ROSE
Registration Number:	2617375	DELCO
Registration Number:	2617374	DELCO
Registration Number:	2620379	DELCO

Property Type	Number	Word Mark
Registration Number:	0889693	DOVER
Registration Number:	0984215	DU MAURIER
Registration Number:	1177304	DUNES
Registration Number:	1362989	EASTON
Registration Number:	3270018	EASTVIEW
Registration Number:	2266744	ETAGE
Registration Number:	0512068	ETON
Registration Number:	0274966	FLIGHT
Registration Number:	0876507	FOREVER
Registration Number:	0436275	HARMONY
Registration Number:	2032263	HEIRESS
Registration Number:	0977690	HEIRLOOM
Registration Number:	2036837	HEIRLOOM
Registration Number:	1362990	JUILLIARD
Registration Number:	0646810	JEFFERSON
Registration Number:	0849007	KENWOOD
Registration Number:	0894079	LOUISIANA
Registration Number:	1362987	LTD
Registration Number:	2075123	MAJESTICWARE
Registration Number:	1362988	MARQUETTE
Registration Number:	0645401	MAYBROOK
Registration Number:	0899170	MELISSA
Registration Number:	0884999	MICHELANGELO
Registration Number:	0280604	NOBLESSE
Registration Number:	1989764	NORTHLAND
Registration Number:	1208446	NOTTINGHAM
Registration Number:	2031987	ONEIDA
Registration Number:	0631695	ONEIDA
Registration Number:	0682551	ONEIDA
Registration Number:	0850953	ONEIDA
Registration Number:	0851740	ONEIDA
Registration Number:	1177324	ONEIDA
Registration Number:	2263002	ONEIDA
Registration Number:	2230913	ONEIDA
Registration Number:	2299604	ONEIDA
Registration Number:	2525748	ONEIDA
Registration Number:	2425852	ONEIDA
Registration Number:	2141599	ONEIDA

Property Type	Number	Word Mark
Registration Number:	2095127	ONEIDA
Registration Number:	2146917	ONEIDA
Registration Number:	2883927	ONEIDA
Registration Number:	3759303	ONEIDA
Registration Number:	0870429	ONEIDACRAFT
Registration Number:	0185759	ONEIDA COMMUNITY
Serial Number:	77578345	ONEIDA CHEF'S TABLE
Registration Number:	4068998	ONEIDA GLOBAL FOODSERVICE
Registration Number:	3772396	ONEIDA HOTEL
Registration Number:	2806347	ONEIDA HOME
Registration Number:	1065754	OL ONEIDA
Registration Number:	0635891	PEER
Registration Number:	0953095	POST ROAD
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	0755945	1881 ROGERS STAINLESS
Registration Number:	0876500	RIO
Registration Number:	0805167	WM. A. ROGERS
Registration Number:	0805119	WM. A. ROGERS
Registration Number:	2834012	SAKURA
Registration Number:	0439625	SENECA
Registration Number:	0640993	SHORELINE
Registration Number:	1968249	SOUTHERN GARDEN
Registration Number:	2049760	THE ART OF DINING
Registration Number:	0874194	THOR
Registration Number:	2195521	UNITY
Registration Number:	1158866	VALERIE
Registration Number:	0875082	WILL 'O' WISP
Registration Number:	0528493	STANTON HALL
Registration Number:	4135501	SANT'ANDREA
Registration Number:	1374809	BUFFALO CHINA
Registration Number:	2230713	ABCO
Registration Number:	2063113	ATLANTIC CHINA
Registration Number:	2104884	BELMORE
Registration Number:	2136644	CERAMICOR
Registration Number:	2094574	DELTA
Registration Number:	2094572	LEXINGTON
Registration Number:	2671450	SANT' ANDREA

Property Type	Number	Word Mark
Registration Number:	2668370	SANT ANDREA
Registration Number:	2651556	SANT' ANDREA
Registration Number:	2386731	SANT'ANDREA
Registration Number:	2469654	SANT'ANDREA

CORRESPONDENCE DATA

Fax Number: 6172359493
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: 617-951-7249
Email: trademarks@ropesgray.com
Correspondent Name: Joshua D. Talicska, Ropes & Gray LLP
Address Line 1: 800 Boylston Street
Address Line 2: Prudential Tower
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	107024-0052
NAME OF SUBMITTER:	Joshua D. Talicska
SIGNATURE:	/Joshua D. Talicska/
DATE SIGNED:	04/28/2015

Total Attachments: 9
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is made and entered into as of April 27, 2015, by Deutsche Bank AG New York Branch ("Deutsche Bank"), as the retiring administrative agent (in such capacity, "Assignor"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), as the successor administrative agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain Guarantee and Collateral Agreement, dated as of May 21, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among each of the signatories hereto (other than Assignee) (together with any other entity that may become a party hereto as provided herein, the "Grantors") and Assignor;

WHEREAS, pursuant to (i) the Collateral Agreement and (ii) the Trademark Security Agreement, dated as of May 21, 2013, made by the Grantors in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **May 22, 2013** at **Reel/Frame No. 5034/0407** (the "Trademark Security Agreement"), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and as set forth in Schedule I hereto); and

WHEREAS, pursuant to that certain Successor Agent and Amendment Agreement, dated as of April 27, 2015 (the "Agency Assignment Agreement"), among the Grantors, Deutsche Bank and Wilmington Trust, Deutsche Bank has resigned as administrative agent under the Credit Agreement (as defined in the Collateral Agreement) and related loan documents, and Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Deutsche Bank as administrative agent thereunder; and

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

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

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

2. Assignment. Assignor hereby transfers, assigns, grants, conveys and delivers to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Collateral Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor administrative agent for the Secured Parties in the Trademark Collateral.

4. Acknowledgment of Grantors. The security interest assigned to Assignee as the successor administrative agent for the Secured Parties pursuant to this Assignment has been granted in conjunction with the security interest granted pursuant to the Collateral Agreement and Trademark Security Agreement, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademark 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) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Collateral Agreement and the Trademark Security Agreement, the terms and provisions of which are fully incorporated herein by reference.

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

6. Counterparts. This Assignment 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 Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

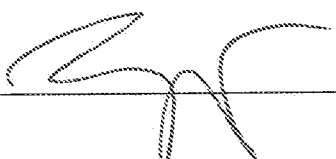
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the retiring administrative agent

By: 
Name: **Kelvin Ji**
Title: **Director**

By: 
Name: _____
Title: **Benjamin Souh**
Vice President

ACCEPTED AND AGREED

as of the date above first written:


ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the successor administrative agent

By: _____

Name:

Title:

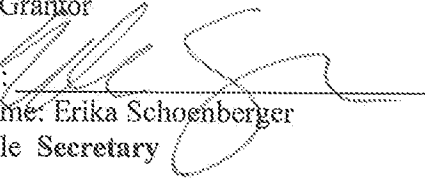

Jeffery Rose
Vice President

[Signature Page to Assignment of Trademark Security Agreement]

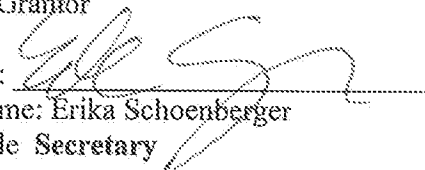
ACCEPTED AND AGREED
as of the date above first written:

GRANTORS:

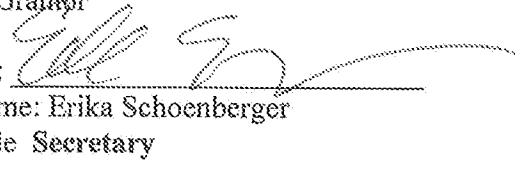
UNIVERSAL TABLETOP, INC.,
as Grantor

By: 
Name: Erika Schoenberger
Title Secretary

ANCHOR HOCKING, LLC,
as Grantor

By: 
Name: Erika Schoenberger
Title Secretary

ONEIDA LTD.,
as Grantor

By: 
Name: Erika Schoenberger
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.,
as Grantors

By: 
Name: Erika Schoenberger
Title Secretary

[Signature Page to Assignment of Trademark Security Agreement]

SCHEDULE I
TO
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Universal Tabletop, Inc.: None

Anchor Hocking, LLC:

<u>Trademark Name</u>	<u>Filing Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Status</u>
ANCHOR HOCKING	07-Nov-62	0756056	03-Sep-63	Registered
ANCHOR HOME COLLECTION	27-Mar-09	3994367	12-Jul-11	Registered
ANCHOR SIGNATURES (stylized)	09-Jul-09	3776235	13-Apr-10	Registered
COLONY CRAFTS	29-Nov-85	1406765	26-Aug-86	Registered
EXCELLENCY	02-May-78	1110057	26-Dec-78	Registered
FIRE-KING	13-Feb-41	0388452	24-Jun-41	Registered
FIRE-KING (STYLIZED)	13-Feb-48	0522575	21-Mar-50	Registered
FLORENTINE	22-Feb-10	3853422	28-Sep-10	Registered
GOCLEAR BY ANCHOR HOCKING COMPANY (stylized)	19-Jul-12	4471766	21-Jan-14	Registered
RIM-TEMPERED	05-Mar-87	1479195	01-Mar-88	Registered
ROLY POLY	21-Feb-85	1360611	17-Sep-85	Registered
SURE-GUARD	13-Mar-98	2289581	26-Oct-99	Registered
SURE-SNUFF	22-Sep-64	0788905	04-May-65	Registered
TARTAN	26-Nov-91	1783467	20-Jul-93	Registered
TRUESEAL BY ANCHOR (STYLIZED)	27-May-09	3846194	07-Sep-10	Registered
ANCHOR	1-Jan-09	3817901	13-Jul-10	Registered
Misc. design	1-Dec-09	3817905	13-Jul-10	Registered
RAISE A GLASS TO PLANET EARTH	1-Jan-09	3817907	13-Jul-10	Registered
ALCO	15-Aug-02	2717483	20-May-03	Abandoned
LJ BABY	01-Apr-06	3224731	3-Apr-07	Abandoned
Cup design	18-Feb-13	(85/852942)	18-Feb-13	Abandoned
Anchor Anchor Hocking Company	16-Oct-13	4571214	22-July-14	Registered
Wexford	6-Oct-81	1172321	06-Oct-81	Registered

Oneida Ltd.: U.S. Trademarks

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Use/Status</u>
COMMUNITY	8	0134050	8/10/1920	Registered
DAMASK ROSE	8	0542855	5/29/1951	Registered
FLIRTATION	8	0685541	9/22/1959	Registered
HICKORY	21	1216751	11/16/1982	Registered
LASTING SPRING	8	0518836	12/13/1949	Registered
MICHELANGELO	8	0900228	10/6/1970	Registered
MODERN ANTIQUE	8	0964131	7/17/1973	Registered
MONTE CARLO	8	0899171	9/22/1970	Registered

Trademark	Int'l Class	Reg. No. (App. No.)	Reg. Date (App. Date)	Use/Status¹
Act I	8	1079716	12/20/77	F/W
Affection	8, 14	0645392	05/14/57	F/W&H/W
Aquarius	8	2496315	10/9/01	F/W
Arbor Rose	8	0744744	02/05/63	F/W
Ariel	8	3160902	10/17/06	F/W - Abandoned*
Ballad	8	0857895	10/01/68	F/W
Blue Ridge	21	1181156	12/08/81	D/W
otticelli	21	3925735	03/01/2011	D/W
Botticelli	8	0959353	05/22/73	F/W
Brahms	8	1000408	12/24/74	F/W*
Bring Life to the Table	8	3496928	09/02/08	F/W - Abandoned
Bring Life to the Table	21	3547323	12/16/08	D/W
Cantata	8	0785546	02/23/65	F/W
Castle Court	14	1706604	08/11/92	H/W**
Chateau	8	0876498	09/09/69	F/W
Clarette	8	1392161	05/06/86	F/W*
Community	8	0712476	03/14/61	F/W
Coronation	8	0337956	08/20/36	F/W
Cubby Bear	8	2131078	01/20/98	F/W
Culinaria	21	3934239	3/22/11	D/W
Culinaria	8	3938083	3/29/11	F/W
Damask Rose	14	1725476	10/20/92	H/W**
Delco	8	2617375	09/10/02	F/W
Delco	21	2617374	09/17/02	D/W
Delco	21	2620379	09/10/02	H/W
Dover	8	0889693	04/21/70	F/W
Du Maurier	14	0984215	05/14/74	F/W&H/W
Dunes	21	1177304	11/10/81	D/W
Easton	8	1362989	10/01/85	F/W
Eastview	8	3270018	07/24/07	F/W - Abandoned*
Etage	8	2266744	08/03/99	F/W
Eton	8	0512068	07/12/49	F/W
Flight	8	0274966	09/09/30	F/W&H/W
Forever	8	0876507	09/09/69	F/W
Harmony	8	0436275	01/27/48	F/W
Heiress	8	2032263	01/21/97	F/W*
Heirloom	8	0977690	01/29/74	F/W
Heirloom	8	2036837	02/11/97	F/W
Juilliard	8	1362990	10/01/85	F/W
Jefferson	8	0646810	06/11/57	F/W
Kenwood	8	0849007	05/14/68	F/W
Louisiana	8	0894079	07/07/70	F/W
LTD	8	1362987	10/01/85	F/W
Majesticware	21	2075123	07/01/97	D/W
Marquette	8	1362988	10/01/85	F/W
Maybrook	8,14	0645401	05/14/57	H/W
Melissa	8	0899170	09/22/70	F/W
Michelangelo	8	0884999	01/27/70	F/W
Noblesse	8,14	0280604	02/24/31	F/W
Northland	8	1989764	07/30/96	F/W
Nottingham	21	1208446	09/14/82	D/W**
Oneida	8,14	2031987	01/21/97	F/W&H/W
Oneida	8	0631695	07/31/56	F/W
Oneida	14	0682551	07/28/59	F/W
Oneida	8	0850953	06/18/68	Cutlery
Oneida	21	0851740	07/02/68	H/W

¹ The status of each trademark is "Registered" unless otherwise noted. Key: F/W = Flatware; H/W = Holloware; D/W = Dinnerware; and G/W = Glassware and/or crystal.

Oneida	21	1177324	11/10/81	G/W
Oneida	21	2263002	07/20/99	D/W
Oneida	35	2230913	03/09/99	Factory Store
Oneida	8, 9, 21	2299604	12/14/99	Gadgets
Oneida	42	2525748	1/1/02	On-line Svcs.
Oneida	35	2425852	01/30/01	On-line Svcs.
Oneida	21	2141599	03/03/98	Cookware
Oneida	3	2095127	09/09/97	Polish
Oneida	7	2146917	03/31/98	Tools
Oneida	21	2883927	9/14/04	Bakeware
Oneida	11	3759303	3/9/10	Electric Coffee Makers
Oneidacraft	8	0870429	06/03/69	F/W
Oneida Community	14	0185759	06/24/24	F/W&H/W
Oneida Chef's Table	21	(77/578345)	(09/25/08)	Dinnerware - Abandoned
Oneida Global Foodservice	35	4068998	12/13/11	On-line Svcs.
Oneida Hotel	21	3772396	4/6/10	D/W
Oneida Home	35	2806347	1/20/04	Factory Store - Abandoned
OL Oneida & Design	14	1065754	05/17/77	H/W
Peer	8	0635891	10/16/56	F/W
Post Road	8	0953095	02/13/73	F/W
Rego	21	1138785	08/19/80	D/W
Rego & design	21	1141341	11/11/80	D/W
1881 Rogers Stainless	8	0755945	09/03/63	F/W**
Rio	8	0876500	09/09/69	F/W
Wm. A. Rogers	14	0805167	03/08/66	F/W&H/W
Wm. A. Rogers	8	0805119	03/08/66	F/W
Sakura	21	2834012	04/20/04	D/W - Abandoned
Seneca	8	0439625	07/06/48	F/W
Shoreline	8	0640993	02/05/57	F/W*
Southern Garden	21	1968249	04/16/96	G/W
The Art of Dining	21	2,049760	04/01/97	D/W&G/W
Thor	8	0874194	08/05/69	F/W
Unity	8	2195521	10/13/98	F/W
Valerie	8	1158866	06/30/81	F/W
Will 'OWisp	8	0875082	08/19/69	F/W
Stanton Hall	8	0528493	8/1/50	F/W**
Sant' Andrea	21	4135501	5/1/12	

* Assigned from General Mills to Oneida Ltd. by means of an Asset Sale Agreement dated April 23, 2007. Record owner remains General Mills Inc in the USPTO database.

** Not renewed or maintained, but USPTO database still shows these registrations as active.

Buffalo China, Inc.:

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

Delco International, Ltd.:

<u>Trademark</u>	<u>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use/Status</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>Int'l Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Use/Status</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 Silversmiths Inc.: None

Sakura, Inc.: None

THC Systems, Inc.: None