

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 2 to Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oneida Ltd.		06/02/2015	CORPORATION: DELAWARE
Anchor Hocking, LLC, a Delaware Limited Liability Company		06/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Universal Tabletop, Inc., a Delaware Corporation		06/02/2015	CORPORATION: DELAWARE
Buffalo China, Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
Delco International, Ltd., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
Sakura, Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
THC Systems, Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
Kenwood Silver Company, Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
Oneida Silversmiths Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK
Oneida International, Inc., a Delaware Corporation		06/02/2015	CORPORATION: DELAWARE
Oneida Food Service, Inc., a New York Corporation		06/02/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1172321	WEXFORD

OP \$90.00 1172321

Property Type	Number	Word Mark
Registration Number:	4571214	ANCHOR ANCHOR HOCKING COMPANY
Serial Number:	86315023	ONEIDA COMMUNITY

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Susan O'Brien

SIGNATURE: /Michael Barys/

DATE SIGNED: 08/19/2015

Total Attachments: 8

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Additional names of conveying parties:

Anchor Hocking, LLC, a Delaware limited liability company
Universal Tabletop, Inc., a Delaware corporation
Universal Tabletop, Inc., a Delaware corporation
Buffalo China, Inc., a New York corporation
Delco International, Ltd., a New York corporation
Sakura, Inc., a New York corporation
THC Systems, Inc., a New York corporation
Kenwood Silver Company, Inc., a New York corporation
Oneida Silversmiths Inc., a New York corporation
Oneida International, Inc., a Delaware corporation
Oneida Food Service, Inc., a New York corporation

AMENDMENT NO. 2 TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 2 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2015, 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 “US Borrower”, and collectively, “US Borrowers”), Universal Tabletop, Inc., a Delaware corporation (“Parent”), and each U.S. 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, successor by merger to Wachovia 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 “Amendment No. 2”).

WHEREAS, US Borrowers and Guarantors entered into the Second Amended and Restated Loan and Security Agreement, dated as of May 21, 2013 (as such agreement has been amended, supplemented, amended and restated, replaced or otherwise modified through the date hereof, the “Existing Loan Agreement”), among such US 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 US Borrowers and Guarantors executed and delivered to Collateral Agent the Amended and Restated Trademark Security Agreement, dated March 23, 2012 (the “Trademark Security Agreement”), with respect to the Trademark Collateral (as therein defined) a copy of which was recorded with the United States Patent and Trademark office (the “USPTO”) on May 11, 2012 at Reel 4778, Frame 0573, as amended by Amendment No. 1 to the Trademark Security Agreement, dated May 21, 2013, a copy of which was recorded with the USPTO on May 22, 2013 at Reel 5032, Frame 0516 (“Amendment No. 1” and together with the Trademark Security Agreement and 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 Third Amended and Restated Loan and Security Agreement, dated as of the date hereof, among Agents, Lenders, Grantors and certain Canadian subsidiaries of Parent (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, Grantors have certain additional Trademarks and Trademark applications registered or filed with the USPTO which are not reflected in the Trademark Security Agreement or the Amendment No. 1;

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 further amend the Trademark Security Agreement by executing and delivering to Collateral Agent this Amendment No. 2; 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 Amendment No. 2 for recording with the USPTO and other applicable Governmental Authorities; and

WHEREAS, Grantors have certain additional Trademarks and Trademark applications registered or filed with the USPTO which are not reflected in the Trademark Security Agreement.

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. AMENDMENT TO TRADEMARK SECURITY AGREEMENT.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Schedule A attached hereto (such Trademarks and Trademark applications described on Schedule A hereto being referred to herein as the “Additional Trademarks”).

(b) All references to the term “Trademark Collateral” in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment No. 2.

(c) All references to the term “Trademarks” in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

SECTION 3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Without limiting the grant of the security interest or collateral assignment to Collateral Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor confirms, reaffirms and restates its prior grant to Collateral Agent, and 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 “Additional 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 (the “Additional Trademarks”),

(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 Additional 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 4. PRECEDENCE. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment No. 2 conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control. Further, the security interest granted hereby and by the Trademark Security Agreement 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 the Trademark Security Agreement (as amended hereby) and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amendment No. 2.

SECTION 6. RELEASE OF SECURITY AGREEMENT. Upon (i) the sale, transfer or other disposition of any Additional 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 Additional Trademark Collateral which has been granted hereunder.

SECTION 7. GENERAL.

(a) **Governing Law.** THIS AMENDMENT NO. 2 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) **Successors and Assigns.** This Amendment No. 2 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 Amendment No. 2 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) **Representations, Warranties and Covenants.** As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Trademark Security Agreement with respect to the Trademark Collateral shall apply to the Additional Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Amendment No. 2 to be duly executed and delivered as of the date first above written.

UNIVERSAL TABLETOP, INC.

By: Robert A. Ginnan
Name: Robert Ginnan
Title: Chief Financial Officer

ONEIDA LTD.

By: Robert A. Ginnan
Name: Robert Ginnan
Title: Chief Financial Officer

ANCHOR HOCKING, LLC

By: Robert A. Ginnan
Name: Robert Ginnan
Title: Chief Financial Officer

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: Robert A. Ginnan
Name: Robert Ginnan
Title: Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Guido Cigno*
Name: *Guido Cigno*
Title: *authorized signatory*

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Additional Trademarks

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>
WEXFORD	19-Apr-79	1172321	6-Oct-81	Registered
ANCHOR ANCHOR HOCKING COMPANY and design	16-Oct-13	4571214	22-Jul-14	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</u>
Oneida Community	8	(86/315,023)	(06/19/14)	F/W&H/W