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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

**Date of report (Date of earliest event reported): April 27, 2015**

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**Lifetime Brands, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction of Incorporation)

**0-19254**  
(Commission  
File Number)

**11-2682486**  
(IRS Employer  
Identification No.)

**1000 Stewart Avenue, Garden City, New York 11530**  
(Address of Principal Executive Offices) (Zip Code)

**(Registrant's Telephone Number, Including Area Code) 516-683-6000**

**(Former Name or Former Address, if Changed Since Last Report) N/A**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement**

On April 27, 2015, Lifetime Brands, Inc. (the “Company”) entered into an Amendment of Employment Agreement (the “Amendment”) with Daniel Siegel, President of the Company (the “Executive”), amending the Employment Agreement dated as of November 28, 2014 between the Company and the Executive (the “Employment Agreement”). The Amendment adds to the Employment Agreement a provision that provides, among other things, that the Company will reimburse the Executive, on a one-time basis, up to \$6,500 of legal fees paid by the Executive in connection with the execution of the Employment Agreement. The Amendment also clarifies certain benefits the Executive is entitled to receive in the event the Company does not offer employment to the Executive beyond the initial term or any renewal term of his Employment Agreement.

The information provided in this Item 1.01 is qualified in its entirety by reference to the terms of the Amendment attached hereto as Exhibit 10.1.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information provided in Item 1.01 of this current report on Form 8-K is incorporated here by reference.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Amendment of Employment Agreement dated April 27, 2015 between Lifetime Brands, Inc. and Daniel Siegel.

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Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Lifetime Brands, Inc.

By: /s/ Laurence Winoker

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Laurence Winoker  
Senior Vice President – Finance, Treasurer and Chief  
Financial Officer

Date: April 29, 2015

AMENDMENT  
OF  
EMPLOYMENT AGREEMENT

THIS AMENDMENT (this "Amendment"), dated as of this 27th day of April 2015, by and between LIFETIME BRANDS, INC., a Delaware corporation (the "Company"), and DANIEL SIEGEL (the "Executive").

WITNESSETH:

WHEREAS, the Company and the Executive entered into an Employment Agreement dated as of November 28, 2014, with an effective date as of August 1, 2014 (such Employment Agreement is hereinafter referred to as the "Employment Agreement"), pursuant to which the Company employed the Executive as its President on the terms and conditions therein set forth; and

WHEREAS, the Company and the Executive desire to amend Section 4(c) and Section 6(c)(C) of the Employment Agreement to correctly reflect the agreement of the parties hereto.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions: Capitalized terms used herein shall have the meanings set forth in the Employment Agreement unless otherwise defined herein.
2. Amendment to Section 4(c): Effective as of August 1, 2014, Section 4(c) of the Employment Agreement is hereby amended in its entirety to read as follows:

(c) Reimbursement of Expenses. (i) Upon submission of proper vouchers, which shall be subject to review by the CEO or the COO, the Company will pay or reimburse the Executive for all transportation, hotel, living and entertainment expenses incurred by the Executive on business trips taken with the approval of the CEO or the COO outside the metropolitan New York area and for all other business and entertainment expenses reasonably incurred by him in connection with all pre-approved activities relating to the business of the Company and its subsidiaries during the Employment Term, all in accordance with Company policies then in effect. (ii) Upon submission of appropriate documentation in accordance with the policies and procedures of the Company, the Company agrees to reimburse and pay the Executive in full, on a one-time basis, for legal fees paid by the Executive solely in connection with the execution of the Employment Agreement for the Initial Term only; provided, however, that such reimbursement payment shall not exceed six thousand five-hundred dollars (\$6,500.00).

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3. Amendment to Section 6(c)(C). Effective as of August 1, 2014, Section 6(c)(C) of the Employment Agreement is hereby amended in its entirety to read as follows:

(C) if the Company does not offer employment to the Executive beyond the Initial Term or any Renewal Term, as applicable, on terms and conditions that are, in the aggregate, no less favorable to the Executive than the terms and conditions of this Agreement, then, subject to the provisions of this Agreement, upon the normal expiration of the Initial Term or any Renewal Term, as applicable, the Executive shall be entitled to receive (1) the benefits set forth in Section 4 for a period of twelve (12) months, (2) an amount equal to the Executive's Base Salary as in effect upon the expiration of the Initial Term or such Renewal Term, as applicable, payable over a period of twelve (12) months from the expiration of the Initial Term or such Renewal Term, as applicable, pursuant to the Company's normal payroll practices, and (3) the Performance Bonus for the fiscal year in which the effective date of the termination occurs, payable at the same time as the Performance Bonus for such fiscal year would otherwise have been paid.

4. No Other Amendment. Except as specifically provided in this Amendment, the Employment Agreement shall not be modified or amended in any manner whatsoever and shall remain in full force and effect.

5. Governing Law. This Amendment shall be construed under and enforced in accordance with the laws of the State of New York without giving effect to any conflict of laws principles. Any legal action or proceeding brought with respect to any of the provisions of this Amendment shall be brought in the state or federal courts located in New York, New York. If the Executive prevails in any legal or arbitration proceeding commenced in connection with this Amendment, then the Company shall reimburse the Executive for reasonable attorneys' fees and costs incurred in connection therewith.

6. Counterparts. This Amendment may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but both such counterparts shall together constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Jeffrey Siegel

Name: Jeffrey Siegel

Title: Chairman and CEO

/s/ Daniel Siegel

Daniel Siegel