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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **June 29, 2007**

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

Delaware
(State or Other Jurisdiction of Incorporation)

0-19254	**11-2682486**
(Commission File Number)	(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**

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))

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

On June 29, 2007, Lifetime Brands, Inc. (the "Company") entered into an amended employment agreement with Evan Miller, the Company's Executive Vice-President and President-Sales Division pursuant to which the Company, effective January 1, 2007, increased Mr. Miller's base salary to $400,000 and changed the calculation of Mr. Miller's 2007 bonus to the following:

> For every 1% increase in organic contribution margin dollars for the Company's entire wholesale business, an annual bonus is earned equal to 2% of base salary; provided, however, this shall be capped at 75% of Base Salary. The organic contribution margin calculation shall include Syratech and Pedrini for the periods owned in 2006 and the comparable periods in 2007, but shall not include acquisitions made in 2007.
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> Plus:
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> For every 1/10th of 1% that sales expense (including sales salaries, bonuses, commissions, T & E, trade show expense, etc,) declines as a percentage of the Company's net wholesale sales, a bonus of 10% of base salary is earned; provided, however, this shall be capped at 20% of base salary. This part of the annual bonus is only payable if the Company has an increase in organic contribution margin dollars.
>
> There will be an opportunity for a discretionary bonus for efforts made in helping to build businesses acquired during the course of the year that are not considered organic.
>
> Notwithstanding any of the foregoing, the total annual bonus amount payable is capped at 100% of base salary and in order for Mr. Miller to be eligible for an annual bonus in any year, the Company must have net income of at least $10,000,000. "Net Income" shall mean the net earnings of the Company, after deducting all federal, state and local taxes and all other charges and reserves, as reported in the Company's audited financial statements for that year.

A copy of the amended employment agreement entered into between Evan Miller and the Company is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment of Employment Agreement dated June 29, 2007 between Lifetime Brands, Inc. and Evan Miller.

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
Laurence Winoker
Senior Vice-President of Finance and
Chief Financial Officer

Date: July 3, 2007

AMENDMENT
OF
EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of this 29 day of June, 2007, by and between LIFETIME BRANDS, INC., a Delaware corporation (the "Employer"), and EVAN MILLER (the "Executive").

W I T N E S S E T H:

WHEREAS, the Employer and the Executive entered into an Employment Agreement dated as of July 1, 2003 (the "Employment Agreement") pursuant to which the Employer employed the Executive as its Executive Vice President and President – Sales Division on the terms and conditions therein set forth; and

WHEREAS, the Employer and the Executive desire to amend the Schedule of Terms and Conditions attached to the Employment Agreement to change the calculation of the Annual Bonus payable by the Employer to the Executive thereunder.

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. Effective as of January 1, 2007, the Schedule of Terms and Conditions of the Employment Agreement is hereby amended in its entirety to read as set forth in the Schedule of Terms and Conditions attached to this Amendment.

3. 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.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York (determined without regard to the choice of law provisions thereof), and the parties consent to jurisdiction in the United States District Court for the Southern District of New York.

5. 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.

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
Jeffrey Siegel
Chief Executive Officer and President

EXECUTIVE

/s/ Evan Miller
Evan Miller

EXECUTIVE EMPLOYMENT AGREEMENT

FOR

EVAN MILLER

SCHEDULE OF TERMS AND CONDITIONS

Schedule 1:	Date of Agreement: July 1, 2003
Schedule 2:	(a) Title and Management Position; Responsibilities Executive Vice President President - Sales Division
Schedule 3:	Initial Term Commencement Date: July 1, 2003 Initial Term Expiration Date: July 31, 2006
Schedule 4:	Reporting Authority: Chief Executive Officer
Schedule 5:	Principal Office Location: Garden City, New York
Schedule 6:	Base Salary per annum for year 2007: $400,000 Base Salary Commencement Period for year 2007: January 1, 2007
Schedule 7:	Calculation of Eligibility for Annual Bonus for year 2007: Executive shall receive an Annual Bonus as follows: For every 1% increase in organic contribution margin dollars for our entire wholesale business, an Annual Bonus is earned equal to 2% of Base Salary; provided, however, this shall be capped at 75% of Base Salary. The organic contribution margin calculation shall include Syratech and Pedrini for the periods owned in 2006 and the comparable periods in 2007, but shall not include acquisitions made in 2007. Plus: For every 1/10th of 1% that sales expense (including sales salaries, bonuses, commissions, T & E, trade show expense, etc,) declines as a percentage of our net wholesale sales, a bonus of 10% of Base Salary is earned; *provided, however*, this shall be capped at 20% of Base Salary. This part of the Annual Bonus is only payable if the Company has an increase in organic contribution margin dollars. There will be an opportunity for a discretionary bonus for efforts made in helping to build businesses acquired during the course of the year that are not considered organic. Notwithstanding any of the foregoing, the total Annual Bonus amount payable is capped at 100% of Base Salary and in order for Executive to be eligible for an Annual Bonus in any year, the Company must have Net Income of at least $10,000,000. "Net Income" shall mean the net earnings of the Company, after deducting all federal, state and local taxes and all other charges and reserves, as reported in the Company's audited financial statements for that year.
Schedule 8	Automobile Allowance Per Month: $1000 per month.
Schedule 9:	Severance Expiration Date: The Severance Expiration Date shall be twelve (12) months after the Termination Date.
Schedule 10:	The Restricted Period shall be two (2) years following the Termination Date; provided, however, if the Executive's employment hereunder is terminated under the circumstances described in paragraph 3(e) (relating to termination by the Company without Cause), or paragraph 3(c) (relating to Termination by the Executive for Good Reason) or at the end of the Initial Term or any Additional Term, either party, or both parties, choose(s) not to extend the Executive's employment, then in any such case the Restricted Period shall be one (1) year following the Termination Date.