05-16-2002

5/8/02

102092526

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

MAY 6 2002

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AGC, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: August 7, 2001

2. Name and address of receiving party(ies)

Name: National City Bank
Internal Address:
Street Address: 101 South Fifth St., 8th Floor
City: Louisville State: KY Zip: 40202

- [ ] Individual(s) citizenship
- [x] Association National Bank
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
Please see attached.

B. Trademark Registration No.(s)
Please see attached.

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah B. Uluer
Internal Address: Jones, Day, Reavis, & Pogue
Street Address: 901 Lakeside Avenue
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 312

7. Total fee (37 CFR 3.41).....$ 7,815.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

05/15/2002 TDIAZ1 00000099 76145965
01 FC:481 40.00 OP
02 FC:482 7775.00 OP

DO NOT USE THIS SPACE

9. Signature.

Deborah B. Uluer	Deborah B. Uluer	5/8/02
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 28

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM 4

Conveying Party: AGC, Inc.
Receiving Party: National City Bank
Nature of Conveyance: Security Agreement
Execution Date: August 7, 2001
Filing Date: May 6, 2002

Trademark Application Numbers	Trademark Registration Numbers				
1. 76/145965	1. 1,963,289	59. 2,330,180	117. 2,117,926	175. 2,235,388	233. 259,967
2. 76/206948	2. 1,941,686	60. 1,759,779	118. 1,667,183	176. 2,148,337	234. 2,091,781
3. 76/265488	3. 2,231,378	61. 1,421,915	119. 2,231,152	177. 1,982,760	235. 2,178,480
4. 76/097433	4. 2,188,495	62. 1,135,748	120. 2,329,754	178. 2,243,532	236. 1,959,228
5. 75/714084	5. 2,432,023	63. 2,329,755	121. 768,790	179. 2,302,164	237. 2,164,300
6. 76/130002	6. 1,518,897	64. 1,656,781	122. 769,183	180. 1,959,359	238. 896,536
7. 76/130000	7. 2,283,561	65. 1,124,500	123. 669,310	181. 1,534,274	239. 1,280,721
8. 75/704306	8. 1,508,078	66. 2,135,092	124. 1,241,124	182. 1,323,139	240. 2,456,464
9. 76/206949	9. 1,651,929	67. 2,141,574	125. 2,141,387	183. 2,205,039	241. 1,861,396
10. 76/239927	10. 878,262	68. 2,018,245	126. 385,778	184. 1,988,597	242. 2,213,215
11. 76/273125	11. 773,675	69. 2,124,027	127. 2,004,787	185. 2,025,915	243. 2,093,614
12. 76/130001	12. 2,131,104	70. 1,517,289	128. 1,280,715	186. 1,489,319	244. 2,324,982
13. 76/224980	13. 1,243,365	71. 2,402,865	129. 2,229,665	187. 967,578	245. 2,171,965
14. 75/815658	14. 2,305,057	72. 1,615,648	130. 1,903,544	188. 1,660,247	246. 1,886,686
15. 75/815657	15. 728,862	73. 1,236,284	131. 1,398,513	189. 1,421,913	247. 2,321,239
16. 75/815619	16. 1,766,703	74. 1,324,454	132. 1,243,570	190. 2,227,409	248. 2,189,984
17. 75/777010	17. 2,116,951	75. 1,325,785	133. 1,719,465	191. 1,735,682	249. 2,093,594
18. 76/156163	18. 1,120,023	76. 1,354,017	134. 2,217,919	192. 2,393,774	250. 1,976,574
19. 76/174666	19. 2,137,588	77. 1,439,199	135. 2,002,147	193. 2,321,238	251. 2,227,193
20. 76/033352	20. 1,878,661	78. 1,540,570	136. 1,035,775	194. 2,388,695	252. 2,132,042
21. 76/221220	21. 1,894,086	79. 1,541,249	137. 2,162,900	195. 2,263,086	253. 1,719,466
22. 76/224979	22. 2,343,621	80. 806,831	138. 2,232,286	196. 2,263,087	254. 2,223,267
23. 75/544761	23. 1,292,251	81. 807,279	139. 769,342	197. 1,486,108	255. 1,701,103
24. 75/824162	24. 2,088,247	82. 973,414	140. 772,840	198. 2,384,986	256. 2,014,579
25. 76/221221	25. 1,289,535	83. 1,236,287	141. 2,343,380	199. 1,446,591	257. 2,385,631
26. 76/234667	26. 1,814,870	84. 1,324,453	142. 2,209,017	200. 1,368,946	258. 2,116,790
27. 75/654137	27. 2,421,557	85. 1,326,933	143. 1,504,083	201. 1,200,025	259. 2,397,729
28. 76/246021	28. 1,967,455	86. 1,359,178	144. 2,015,658	202. 1,548,235	260. 2,215,315
	29. 2,070,203	87. 1,439,198	145. 2,406,062	203. 1,547,311	261. 1,986,143
	30. 2,004,878	88. 807,280	146. 1,032,307	204. 2,323,867	262. 1,264,957
	31. 2,005,006	89. 1,459,215	147. 2,250,040	205. 2,325,002	263. 2,084,491
	32. 772,838	90. 1,282,452	148. 2,154,103	206. 1,519,808	264. 2,242,085
	33. 769,341	91. 1,788,137	149. 2,063,797	207. 2,243,802	265. 2,333,867
	34. 1,248,332	92. 1,410,493	150. 934,500	208. 2,243,801	266. 1,062,755
	35. 1,248,331	93. 2,012,017	151. 2,222,054	209. 1,488,423	267. 1,280,722
	36. 772568	94. 1,411,280	152. 2,402,864	210. 2,025,956	268. 594,494
	37. 772839	95. 2,324,989	153. 1,420,985	211. 1,421,917	269. 2,168,563
	38. 1,533,022	96. 794,967	154. 2,299,044	212. 1,862,974	270. 2,492,841
	39. 1,535,236	97. 795,251	155. 1,923,638	213. 831,506	271. 2,468,210
	40. 1,674,212	98. 1,860,899	156. 2,014,112	214. 2,082,349	272. 2,543,497
	41. 2,219,535	99. 2,387,777	157. 2,298,591	215. 2,084,941	273. 2,467,557
	42. 2,139,997	100. 1,798,797	158. 1,381,404	216. 1,963,890	274. 2,523,524
	43. 1,488,419	101. 823,810	159. 1,488,422	217. 1,292,249	275. 2,493,530
	44. 1,576,559	102. 2,286,744	160. 1,696,940	218. 936,663	276. 2,466,716
	45. 1,597,398	103. 1,215,795	161. 1,924,753	219. 1,667,185	277. 2,474,948
	46. 2,343,381	104. 2,218,292	162. 1,292,243	220. 2,341,970	278. 2,521,201
	47. 1,760,020	105. 1795843	163. 1,576,344	221. 2,137,756	279. 2,481,623
	48. 1,414,965	106. 1269172	164. 1,439,925	222. 1,519,809	280. 2,528,429
	49. 2,107,983	107. 2,329,756	165. 728,567	223. 1,288,996	281. 2,496,273
	50. 2,369,454	108. 2,188,328	166. 1,570,892	224. 2,030,651	282. 2,543,573
	51. 2,385,759	109. 2,333,849	167. 2,118,423	225. 2,077,855	283. 2,483,823
	52. 2,388,597	110. 921,162	168. 774,993	226. 1,865,092	284. 2,541,572
	53. 1,292,248	111. 1,239,421	169. 2,408,476	227. 2,423,493	
	54. 1,224,224	112. 1,240,320	170. 2,072,498	228. 738,450	
	55. 835,955	113. 766,438	171. 2,033,042	229. 2,321,587	
	56. 1,935,014	114. 1,520,583	172. 1,928,135	230. 1,341,651	
	57. 1,672,212	115. 1,695,125	173. 2,168,281	231. 968,227	
	58. 1,537,379	116. 1,555,713	174. 2,329,757	232. 2,323,936	

Total Number of Applications and Registrations Involved: **312**

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
(Subsidiary)

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 7th day of August, 2001, by AGC, INC., a Delaware corporation, ("Pledgor"), in favor of NATIONAL CITY BANK, as collateral agent ("Collateral Agent"), for the benefit of the Creditors, as hereinafter defined.

1. Recitals.

AMERICAN GREETINGS CORPORATION, an Ohio corporation ("Borrower"), the financial institutions listed on Schedule 1 to the Credit Agreement (as hereinafter defined) (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), KEYBANK NATIONAL ASSOCIATION, as documentation agent ("Documentation Agent"), NATIONAL CITY BANK and GOLDMAN SACHS CREDIT PARTNERS L.P., as joint-lead arrangers and co-syndication agents (collectively, the "Lead Arrangers," and, individually, each a "Lead Arranger"), and NATIONAL CITY BANK as the global administrative agent for all of the Lenders (together with its successors and assigns, the "Global Agent") are entering into the Credit Agreement pursuant to which the Lenders will, among other things, grant to Borrower the Loans (as defined in the Credit Agreement) and Letters of Credit (as defined in the Credit Agreement) provided for in the Credit Agreement.

Each of the Securities Holders, as hereinafter defined, has purchased the Senior Securities, as hereinafter defined, from Borrower in accordance with the terms and conditions of the Senior Indenture, as hereinafter defined. Pursuant to the terms of the Senior Indenture, the indebtedness evidenced by the Senior Securities is required to be secured equally and ratably with the indebtedness created or incurred by Borrower pursuant to the Credit Agreement.

Pledgor, a subsidiary of Borrower whose financing is provided by the Loans and Letters of Credit, deems it to be in the direct pecuniary and business interests of Pledgor that Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that the Global Agent and the Lenders are willing to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Pledgor grant to Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Global Agent and the Lenders entering into the Credit Agreement and for other valuable consideration.

2. Definitions. Except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement. Unless otherwise defined in this Section 2, terms that are defined in Chapter 1309 of the Ohio Revised Code as in effect from time to time are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Administrative Expenses" shall mean (a) any and all costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits, and disbursements) incurred by, imposed upon, or asserted against, Collateral Agent in any attempt by Collateral Agent to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement, any other Loan Document or any other Lending Party Document; (ii) obtain payment, performance or observance of any and all of the Obligations; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Obligations, including, without limitation, costs and expenses for appraisals, assessments, and audits of Borrower or any such Collateral; (b) to the extent not included in subpart (a) hereof, any amounts payable to Collateral Agent pursuant to Sections 10.20 or 11.6 of the Credit Agreement; and (c) all costs, liabilities and expenses incidental or related to (a) or (b) hereof, including, without limitation, interest thereupon at the Default Rate.

"Administrative Obligations" shall mean, collectively, (a) all Administrative Expenses, and (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrower or any other Company to Collateral Agent pursuant to, or in connection with, this Agreement or any other Lending Party Document.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

"Credit Agreement" shall mean the Credit Agreement executed by and among Borrower, the Global Agent, the Documentation Agent, the Lead Arrangers and the Lenders and dated as of the date hereof, as the same may from time to time be amended, restated or otherwise modified.

"Creditor" shall mean any Lender, Securities Holder or Other Lender.

"Event of Default" shall mean an event or condition that constitutes an Event of Default pursuant to Section 8(a) of this Agreement.

"Lender Hedge Agreement" shall mean any hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by Borrower with any Lender (or any affiliate of such Lender) in connection with the Debt.

"Lender Hedge Agreement Obligations" shall mean the aggregate amount of Indebtedness under any Lender Hedge Agreement, provided that, in determining the amount of the Indebtedness under any Lender Hedge Agreement, such amount shall be based upon the net termination obligation

TRADEMARK
REEL: 002500 FRAME: 0662

of Borrower under such Lender Hedge Agreement, calculated as of any date as if such Lender Hedge Agreement shall have been terminated as of such date.

"Lender Obligations" shall mean, collectively, (a) the Debt, and (b) all other Indebtedness or other obligations incurred by Borrower to the Global Agent, the Swing Line Lender, the Fronting Lender and the Lenders pursuant to the Credit Agreement or any other Loan Document, whether for principal, interest, fees, premiums, costs or indemnities and whether now existing or hereafter arising.

"Lending Party Documents" shall mean, collectively, (a) the Loan Documents, (b) the Senior Indenture and the Senior Securities, together with all other documents, instruments or agreements executed and delivered in connection with the foregoing, and (c) the Other Lender Documents.

"Letter of Credit" shall mean any Letter of Credit, as defined in the Credit Agreement, issued pursuant to the Credit Agreement.

"Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

"Obligations" shall mean, collectively, (a) the Lender Obligations, (b) the Securities Holder Obligations, (c) the Other Lender Obligations, and (d) the Administrative Obligations.

"Other Lender" shall mean (a) the financial institution set forth on Schedule 10.1 to the Credit Agreement; or (b) any Lender that shall have entered (or in the future enters) into a Lender Hedge Agreement with Borrower; provided that, if any such Lender shall cease to be a Lender under the Credit Agreement, then the Other Lender Obligations owing to such Lender shall no longer be secured by the Creditor Collateral.

"Other Lender Documents" shall mean the promissory notes and other agreements evidencing or relating to the Other Lender Obligations.

"Other Lender Obligations" shall mean (a) the Indebtedness and other obligations incurred by Borrower arising under the Other Lender Documents as described on Schedule 10.1 to the Credit Agreement; provided, however, that the amount owing to such Other Lender with respect to such obligations and secured pursuant to the provisions of this Agreement (other than with respect to Hedge Agreement Obligations) shall not exceed the amount set forth opposite such Other Lender's name on Schedule 10.1 to the Credit Agreement, and (b) the Lender Hedge Agreement Obligations owing to each Lender.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

"Securities Holder Obligations" shall mean all Indebtedness or other obligations incurred by Borrower to the Securities Holders pursuant to the Senior Securities, whether for principal interest, fees, premiums, costs or indemnities, and whether now existing or hereafter arising; provided that the

TRADEMARK
REEL: 002500 FRAME: 0663

total principal amount of the Securities Holder Obligations shall not be increased after the date hereof.

"Securities Holders" shall mean, collectively, all holders of the Senior Securities, and their respective successors and assigns.

"Senior Indenture" shall mean the Indenture between Borrower and NBD Bank, as trustee, dated as of July 27, 1998, as the same may from time to time be amended, supplemented, restated or otherwise modified or replaced.

"Senior Securities" shall mean the securities or other instruments issued pursuant to the Senior Indenture, as the same may from time to time be amended, supplemented, restated or otherwise modified or replaced.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Collateral Agent shall at all times have, and hereby grants to Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of all of the Collateral, including, without limitation, all of Pledgor's future Collateral, irrespective of any lack of knowledge by Collateral Agent or any Creditor of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor represents and warrants to Collateral Agent and each Creditor that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) The Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and will continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

TRADEMARK
REEL: 002500 FRAME: 0664

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Collateral Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Collateral Agent, for the benefit of the Creditors, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. § 287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ^{SM} where appropriate.

8. Event of Default.

(a) Any of the following shall constitute an Event of Default under this Agreement: (i) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other writing received by Collateral Agent or the Creditors in connection with the Obligations shall be false or erroneous in any material respect; or (iii) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement or in any other writing received by Collateral Agent or the Creditors pursuant hereto.

(b) Pledgor expressly acknowledges that Collateral Agent, on behalf of the Creditors, shall record this Agreement with the United States Patent and Trademark Office ("USPTO"). Contemporaneously herewith, Pledgor shall execute and deliver to Collateral Agent the Assignment, which Assignment shall have no force and effect and shall be held by Collateral Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Collateral Agent in the form reflected on the face of the Assignment and Collateral Agent may, in its sole discretion, record the Assignment with USPTO.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Collateral Agent, on behalf of the Creditors, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, to the extent permitted under applicable law, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Collateral Agent may deem advisable, Collateral Agent, on behalf of the Creditors, may in its discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated

goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. To the extent permitted under applicable law, no prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Collateral Agent reasonably determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Collateral Agent shall give Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. To the extent permitted under applicable law, Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. To the extent permitted under applicable law, at any such public sale, Collateral Agent or any Creditor may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Administrative Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Collateral Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations in accordance with the terms and conditions of the Credit Agreement. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Collateral Agent shall, for reasonable cause, at all times have the right to obtain new appraisals of Pledgor or the Collateral, the reasonable cost of which shall be paid by Pledgor.

9. Termination by Pledgor. At such time as the Obligations shall have been irrevocably paid in full, the Commitment terminated, the Lending Party Documents terminated and the Credit Agreement terminated and not replaced by any other credit facility with the Agents and the Lenders, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Collateral Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Collateral Agent's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Collateral Agent, for the benefit of the Creditors, pursuant hereto.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Collateral Agent and the Creditors in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Collateral Agent and, until so paid, shall be added to the principal amount of the Obligations.

11. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Collateral Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Obligations shall have

TRADEMARK
REEL: 002500 FRAME: 0666

been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Collateral Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Collateral Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Collateral Agent, on behalf of the Creditors, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Collateral Agent and the Creditors for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Collateral Agent and the Creditors in connection with the provisions of this Section 12, in the event Collateral Agent, on behalf of the Creditors, elects to join in any such action commenced by Pledgor.

13. Power of Attorney. Pledgor hereby authorizes and empowers Collateral Agent, on behalf of the Creditors, to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Collateral Agent, on behalf of the Creditors, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Collateral Agent, on behalf of the Creditors, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Collateral Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Collateral Agent, on behalf of the Creditors, may, but is not obligated to, do so in Pledgor's name or in the name of Collateral Agent, on behalf of the Creditors, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Collateral Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Collateral Agent and the Creditors in protecting, defending and maintaining the Collateral.

15. Additional Documents. Pledgor shall, upon written request of Collateral Agent, enter into such additional documents or instruments as may be required by Collateral Agent in order to effectuate, evidence or perfect the interest of Collateral Agent and the Creditors in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Obligations shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Collateral Agent prompt written notice thereof.

TRADEMARK
REEL: 002500 FRAME: 0667

17. Modification for New Collateral. Pledgor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Collateral Agent's request, Pledgor shall execute any documents or instruments required by Collateral Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

18. Maximum Liability Of Pledgor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of the Creditors hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

19. No Waiver. No course of dealing between Pledgor and Collateral Agent or any Creditor, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any such Creditor, any right, power or privilege hereunder or under any of the Lending Party Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Collateral Agent and the Creditors with respect to the Collateral, whether established hereby or by the Loan Documents or any Lending Party Document, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Collateral Agent except as provided by Section 17 above. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any Lending Party Document, other than the Credit Agreement, relating to the Collateral the provisions of this Agreement shall control.

23. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Collateral Agent, the Creditors and Pledgor, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Collateral Agent. Any attempted assignment or transfer without the prior written consent of Collateral Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the

TRADEMARK
REEL: 002500 FRAME: 0668

address specified on the signature page of this Agreement, and, if to Collateral Agent, mailed or delivered to it, addressed to National City Bank, Collateral Agent, 1900 East Ninth Street, Cleveland, Ohio 44114, Attention: Large Corporate Banking, or if to any Creditor, mailed or delivered to it, addressed to the address of such Creditor specified in the appropriate Lending Party Document. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Collateral Agent or any Creditor pursuant to any of the provisions hereof shall not be effective until received by Collateral Agent or such Creditor.

25. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Designated Senior Indebtedness. The indebtedness secured by this Agreement or evidenced or secured by the Credit Agreement, each of the Notes, each of the Security Documents and each other Loan Document is and shall at all times constitute "Designated Senior Indebtedness" under the provisions of that certain Indenture, dated as of June 29, 2001, between American Greetings Corporation and National City Bank, as trustee.

[Remainder of page intentionally left blank.]

TRADEMARK
REEL: 002500 FRAME: 0669

27. JURY TRIAL WAIVER. PLEDGOR, COLLATERAL AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG COLLATERAL AGENT, THE LENDERS, AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above at Cleveland, Ohio.

AGC, INC.

By: _____

Name: Dale A. Cable

Title: Treasurer

Address: One American Road
Cleveland, Ohio 44144
Attn: Chief Financial Officer

This Agreement is hereby acknowledged and agreed to by:

NATIONAL CITY BANK, as Collateral Agent

By: _____

Name: Robert S. Coleman

Title: Senior Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Cable, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AGC, INC., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of August, 2001.

NOTARY PUBLIC

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Coleman known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NATIONAL CITY BANK, as Collateral Agent, and that she/he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of August, 2001.

NOTARY PUBLIC

LINDA J. MONTGOMERY, Notary Public
State of Ohio
My Commission Expires Sept. 10, 2001

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY COLLATERAL AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF AUGUST ___, 2001, EXECUTED BY _____, A _____ CORPORATION ("PLEDGOR"), IN FAVOR OF NATIONAL CITY BANK, AS COLLATERAL AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "COLLATERAL AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF COLLATERAL AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT COLLATERAL AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NATIONAL CITY BANK,
as Collateral Agent

By:_____
Name:_____
Title:_____

Date:_____

ASSIGNMENT

WHEREAS, _____, a _____ corporation, ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed a Collateral Assignment and Security Agreement, dated as of August ___, 2001 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of NATIONAL CITY BANK, as Collateral Agent for the Creditors, as defined in the Agreement (together with its successors and assigns, "Collateral Agent"), pursuant to which Pledgor has granted to Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Collateral Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Collateral Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Collateral Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Collateral Agent, on behalf of the Creditors, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on August __, 2001.

ATTEST:

_____

Print Name:_____

_____

Print Name:_____

_____

By:_____

Name:_____

Title:_____

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of _____, a[n] _____, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of August, 2001.

_____
Notary Public

Schedule 1
AGC, Inc.

21646	United Kingdom	CARTOON FACTORY	16	1513916	09/28/1992	1513916	02/17/1995	Registered
26011	United Kingdom	DATEWORKS	16	2186849	01/22/1999	2186849	07/09/1999	Registered
24193	United Kingdom	FORGET ME NOT	21	1567599	03/30/1994	1567599	11/03/1995	Registered
25379	United Kingdom	FORGET ME NOT	16	1430866	06/28/1990	1430866	08/12/1994	Registered
23495	United Kingdom	FORGET ME NOT DESIGN LOGO	16	1557485	12/21/1993	1557485	12/15/1995	Registered
23737	United Kingdom	FORGET-ME-NOT	22			759100	10/31/1956	Registered
24432	United Kingdom	FORGET-ME-NOT	26			759101	10/31/1956	Registered
25863	United Kingdom	GARDEN FRIENDS	16	2139201	07/16/1997	2139201	01/16/1998	Registered
22581	United Kingdom	GREENEVILLE PRESS AND DESIGN	16	1449637	12/06/1990	B1449637	07/23/1993	Registered
21203	United Kingdom	HEARTWARMERS	28	1350242	07/05/1988	1350242	09/28/1990	Registered
25820	United Kingdom	IDDON IT FUNNY?	16	1572703	05/20/1994	1572703	01/19/1996	Registered
26064	United Kingdom	INTUITIONS	16	2210906	10/08/1999	2210906	04/07/2000	Registered
21886	United Kingdom	JESTERS & DEVICE	16	1154829	05/29/1981	A1154829	05/29/1981	Registered
22565	United Kingdom	JUST MY STYLE	16	1550468	10/13/1993	B1550468	08/25/1995	Registered
20744	United Kingdom	KID ZONE	16	1390448	07/10/1989	B1390448	08/16/1991	Registered
26393	United Kingdom	PADDED CELL, THE	16	2219850	01/19/2000	2219850	07/07/2000	Registered
24892	United Kingdom	RIVIERA WITH ROSE DESIGN	16	1455179	02/11/1991	1455179	07/24/1992	Registered
22567	United Kingdom	ROSE DESIGN	16	1165326	11/25/1981	1165326	03/20/1985	Registered
23736	United Kingdom	SOMETHING HOT FROM MARKET PLACE	16	1572095	05/16/1994	1572095	02/23/1996	Registered
25989	United Kingdom	TWO THOU WOW	16	2181659	11/10/1998	2181659	04/23/1999	Registered
26439	United Kingdom	UKG	4, 9, 14, 16, 20, 21, 26, 28	2262942	03/01/2001			Published
26195	United Kingdom	YO YO	16	2222558	02/16/2000	2222558	09/08/2000	Registered
26291	United Kingdom	YO YO	3, 9, 14, 16, 18, 20, 21, 24, 26,	2240581	07/26/2000			Pending
22116	United States	78TH STREET	16	660632	04/13/1995	1963289	03/19/1996	Registered
25356	United States	A WONDERFUL YEAR	16	501361	03/17/1994	1941686	12/12/1995	Registered
21668	United States	ADD-A-PHOTO AND DESIGN	16, 35	233312	01/27/1997	2231378	03/16/1999	Registered
24443	United States	ALL SMILES	16	240969	02/04/1997	2188495	09/08/1998	Registered
25953	United States	ALPHABETS BY DESIGN	9	75/498302	06/02/1998	2432023	02/27/2001	Registered
23481	United States	ALWAYS ON MY MIND	16	729460	05/12/1988	1518897	01/03/1989	Registered
20530	United States	AMERICAN (ROSE) GREETINGS	9	159804	09/03/1996	2283561	10/05/1999	Registered
25338	United States	AMERICAN BEAUTY	16	622595	09/29/1986	1508078	10/11/1988	Registered

REEL: 002500 FRAME: 0676 TRADEMARK

23507	United States	AMERICAN ELEGANCE	16	21739	01/23/1990	1651929	07/23/1991	Registered
22018	United States	AMERICAN GREETINGS	16	319559	02/19/1969	878262	10/07/1969	Registered
22949	United States	AMERICAN GREETINGS	16	168268	05/07/1963	773675	07/21/1964	Registered
23752	United States	AMERICAN GREETINGS SAYS IT BEST	16, 35	63870	02/26/1996	2131104	01/20/1998	Registered
19734	United States	AMERICAN GREETINGS WITH ROSE DESIGN	04, 16, 21, 26, 28, 30	331732	10/08/1981	1243365	06/28/1983	Registered
24203	United States	AMERICAN GREETINGS WITH ROSE DESIGN	35, 42	75/180276	10/11/1996	2305057	01/04/2000	Registered
21657	United States	AMERICARD	16	88719	01/11/1960	728862	03/20/1962	Registered
21837	United States	AMY ALLISON	16	216980	10/30/1991	1766703	04/20/1993	Registered
24219	United States	AMY ALLISON COLLECTION; THE	16	122723	06/20/1996	2116951	11/25/1997	Registered
20299	United States	ANYTIME CARDS	16	166137	04/13/1978	1120023	06/12/1979	Registered
25378	United States	APPLE SAUCE	16	540478	06/10/1994	2137588	02/17/1998	Registered
26335	United States	ARTFAIRE	16	74/503377	03/18/1994	1878661	02/14/1995	Registered
26334	United States	ARTFAIRE (stylized)	16	74/503379	03/18/1994	1894086	05/16/1995	Registered
26336	United States	ARTFAIRE and design	16	76/145965	10/13/2000			Published
26059	United States	AT GUILDHOUSE, WE SEE THE CANDLE BUSINESS IN A WHOLE NEW LIGHT	42	75/743691	07/06/1999	2343621	04/18/2000	Registered
22258	United States	AWAKENINGS	16	446499	10/03/1983	1292251	08/28/1984	Registered
25998	United States	BABY ZONE	16	75/595100	11/25/1998			Allowed
21220	United States	BABY'S FIRST AND ONLY	28	23776	11/02/1995	2088247	08/12/1997	Registered
23646	United States	BABY'S FIRST YEAR	16	410619	01/24/1983	1289535	08/07/1984	Registered
25548	United States	BAINBRIDGE BEARS	15, 20	374714	04/02/1993	1814870	01/04/1994	Registered
26191	United States	BALLOON BUDDIE	28	75/942483	03/13/2000	2421557	01/16/2001	Registered
22800	United States	BALLOON ZONE	28	593075	10/31/1994	1967455	04/09/1996	Registered
26087	United States	BANNER YEARS	16, 21, 25, 26	74/544932	06/30/1994	2070203	06/10/1997	Registered
21894	United States	BAOBAB TREE	16, 21	563633	08/22/1994	2004878	10/01/1996	Registered
21204	United States	BAOBAB TREE WITH DESIGN	16	594319	10/24/1994	2005006	10/01/1996	Registered
26101	United States	BEACH	16	72/168566	05/10/1963	772838	07/07/1964	Registered
26102	United States	BEACH	21	72/168565	05/10/1963	769341	05/12/1964	Registered
26103	United States	BEACH (stylized)	16, 21, 30	73/358383	04/05/1982	1248332	08/16/1983	Registered
26104	United States	BEACH and design	16, 21, 30	73/358382	04/05/1982	1248331	08/16/1983	Registered
26105	United States	BEACH PAPER	20, 21	72/168567	05/10/1963	772568	07/07/1964	Registered
26165	United States	TABLEWARE and design BEACH PAPER TABLEWARE and design	16	72/168568	05/10/1963	772839	07/07/1964	Registered

REEL: 002500 FRAME: 0677 TRADEMARK

26106	United States	BEACH PARTY MAKERS	16, 28	73/712422	02/22/1988	1533022	04/04/1989	Registered
26107	United States	BEACH PARTY MAKERS (stylized)	16, 28	73/712612	02/22/1988	1535236	04/18/1989	Registered
22019	United States	BEACON SQUARE PRESS	16	137837	02/11/1991	1674212	02/04/1992	Registered
19846	United States	BEACON SQUARE WITH DESIGN	35	249329	02/28/1997	2219535	01/19/1999	Registered
21672	United States	BECAUSE OF YOU	16	21711	11/17/1995	2139997	03/03/1998	Registered
26399	United States	BETWEEN WOMEN	16	76/206948	02/09/2001			Pending
26490	United States	BIRTHDAY CITY AND DESIGN	35	76/265488	06/04/2001			Pending
19790	United States	BLOOMER BUNNY	16, 28	684729	09/17/1987	1488419	05/17/1988	Registered
20958	United States	BLOOMER BUNNY	28	791645	04/07/1989	1576559	01/09/1990	Registered
21889	United States	BLOOMER BUNNY LOGO	16, 28	791644	04/07/1989	1597398	05/22/1990	Registered
26043	United States	BLUE-JEAN AFTERNOONS	16	75/704305	05/13/1999	2343381	04/18/2000	Registered
25760	United States	BOO-LOONS	28	87190	08/13/1990	1760020	03/23/1993	Registered
26279	United States	BOOMERANG BEAR	4, 16, 20, 21, 28	76/097433	07/27/2000			Pending
23647	United States	BOW WOWS & MEOWS	16	592804	04/11/1986	1414965	10/28/1986	Registered
22135	United States	BRIDGES	16	122916	06/20/1996	2107983	10/21/1997	Registered
25995	United States	BUBBLEGUM	16, 28	75/608776	12/18/1998	2369454	07/18/2000	Registered
26050	United States	BUBBLEGUM	4, 6, 9, 14, 16, 20, 21, 26	75/714084	05/26/1999			Pending
26052	United States	BUBBLEGUM	28	75/743692	07/06/1999			Allowed
26074	United States	BUBBLEGUM	18, 24	75/807023	09/24/1999			Allowed
26097	United States	BUBBLEGUM	38	75/849520	11/17/1999	2385759	09/12/2000	Registered
26192	United States	BUBBLEGUM	9, 11, 16, 26	75/937023	03/06/2000			Allowed
26193	United States	BUBBLEGUM	21, 24	75/937024	03/06/2000			Allowed
26203	United States	BUBBLEGUM	16	76/014658	03/31/2000			Published
26322	United States	BUBBLEGUM BLOWUPS	16	76/130002	09/18/2000			Published
26323	United States	BUBBLEGUM TOONZ	16	76/130000	09/18/2000			Published
25996	United States	BUBBLEGUM WITH DESIGN	16	75/608775	12/18/1998	2388597	09/19/2000	Registered
26198	United States	BUBBLEGUM with design	30	76/009323	03/24/2000			Allowed
21561	United States	BUFF 'N PUFF	16	446492	10/03/1983	1292248	08/28/1984	Registered
21562	United States	CALENDAR OF MEMORIES	16	331344	10/05/1981	1224224	01/18/1983	Registered
26237	United States	CAM PAIN and design	16	76/070703	06/15/2000			Allowed
20884	United States	CARLTON	16	216650	04/16/1965	835955	09/26/1967	Registered
24886	United States	CARLTON (ROSE) CARDS	42	553540	07/25/1994	1935014	11/14/1995	Registered
24800	United States	CARLTON CARDS	42	109530	10/26/1990	1672212	01/14/1992	Registered
21403	United States	CARLTON CARDS (stylized)	16	747384	08/22/1988	1537379	05/02/1989	Registered

REEL: 002500 FRAME: 0678 TRADEMARK

25916	United States	CELEBRATE! 1999 2000 2001 AND DESIGN	16	75/399257	12/03/1997	2330180	03/14/2000	Registered
24374	United States	CELEBRATIONS	16	44384	04/02/1990	1759779	03/23/1993	Registered
22484	United States	CELEBRATIONS OF FAITH	16	603712	06/11/1986	1421915	12/23/1986	Registered
26042	United States	CHATTERBOXES	16	75/704306	05/13/1999			Pending
24338	United States	CHEAP SHOTS	16	198352	12/28/1978	1135748	05/20/1980	Registered
26048	United States	CHITCHAT	16	75/714081	05/26/1999	2329755	03/14/2000	Registered
24213	United States	CLASSIC ELEGANCE	16	21738	01/23/1990	1656781	09/10/1991	Registered
24562	United States	CLOVERLEAF LANE	16	188233	10/05/1978	1124500	08/28/1979	Registered
22576	United States	COFFEE SHOPPE	16	75/180278	10/11/1996	2135092	02/03/1998	Registered
23273	United States	COFFEE SHOPPE JUST AROUND THE CORNER...	16	75/180277	10/11/1996	2141574	03/03/1998	Registered
25363	United States	COFFEEHOUSE A SPECIAL BLEND OF THOUGHTS AND WISHES	16	613721	12/21/1994	2018245	11/19/1996	Registered
21904	United States	COLOR BURST	8, 16, 21, 26, 28	262599	03/24/1997	2124027	12/23/1997	Registered
23020	United States	COLOR BURST (stylized)	26	730459	05/12/1988	1517289	12/20/1988	Registered
26041	United States	COMPUTER COMPLEMENTS	16	75/704308	05/13/1999	2402865	11/07/2000	Registered
26085	United States	CONFETTIO'S (stylized)	16	73/783951	03/01/1989	1615648	10/02/1990	Registered
26108	United States	CONTEMPO	16, 21, 25	73/358381	04/05/1982	1236284	05/03/1983	Registered
26109	United States	CONTEMPO	16, 26	73/468607	03/05/1984	1324454	03/12/1985	Registered
26110	United States	CONTEMPO	16	73/488046	07/02/1984	1325785	03/19/1985	Registered
26111	United States	CONTEMPO	16	73/520559	02/04/1985	1354017	08/13/1985	Registered
26112	United States	CONTEMPO	21	73/617223	08/28/1986	1439199	05/12/1987	Registered
26113	United States	CONTEMPO	24	73/752640	09/19/1988	1540570	05/23/1989	Registered
26114	United States	CONTEMPO	8	73/752641	09/19/1988	1541249	05/30/1989	Registered
26115	United States	CONTEMPO (stylized)	21	72/218947	05/17/1965	806831	04/12/1966	Registered
26116	United States	CONTEMPO (stylized)	16	72/218948	05/17/1965	807279	04/19/1966	Registered
26117	United States	CONTEMPO (stylized)	16	72/410702	12/20/1971	973414	11/20/1973	Registered
26118	United States	CONTEMPO (stylized)	16, 21, 25	73/359227	04/12/1982	1236287	05/03/1983	Registered
26119	United States	CONTEMPO (stylized)	16, 26	73/468569	03/05/1984	1324453	03/12/1985	Registered
26121	United States	CONTEMPO (stylized)	16	73/488086	07/02/1984	1326933	03/26/1985	Registered
26122	United States	CONTEMPO (stylized)	16	73/520522	02/04/1985	1359178	09/10/1985	Registered
26123	United States	CONTEMPO (stylized)	21	73/617206	08/28/1986	1439198	05/12/1987	Registered
26124	United States	CONTEMPO PAPER WARE and design	16	72/218949	05/17/1965	807280	04/19/1966	Registered
22053	United States	COUPLES	16	649147	03/12/1987	1459215	09/29/1987	Registered
21562	United States	COZY KITTENS	16	431485	06/21/1983	1282452	06/19/1984	Registered

REEL: 002500 FRAME: 0679 TRADEMARK

26398	United States	CREACIONES CARINOSAS	16	76/206949	02/09/2001			Pending
26083	United States	CRINKLEENS	16	74/344131	12/29/1992	1788137	08/17/1993	Registered
26451	United States	CUPID'S CROSSING	16, 26	76/239927	04/09/2001			Pending
26125	United States	CUSTOMPRINTS	16	73/587705	03/13/1986	1410493	09/23/1986	Registered
26126	United States	CUSTOMPRINTS	39, 40, 42	75/029125	12/07/1995	2012017	10/29/1996	Registered
26127	United States	CUSTOMPRINTS (stylized)	16	73/587704	03/13/1986	1411280	09/30/1986	Registered
25964	United States	DATEWORKS	16	75/533996	08/10/1998	2324989	02/29/2000	Registered
26139	United States	Design (palette)	16	72/168569	05/10/1963	794967	08/31/1965	Registered
26140	United States	Design (palette)	16	72/168570	05/10/1963	795251	08/31/1965	Registered
26337	United States	DESIGN PORTFOLIO	16, 26	74/415956	07/21/1993	1860899	11/01/1994	Registered
26073	United States	DESIGN STUDIO	16	75/831969	10/22/1999	2387777	09/19/2000	Registered
21844	United States	DESIGNERS COLLECTION	26	158164	04/18/1991	1798797	10/12/1993	Registered
25021	United States	DESIGNERS COLLECTION	16	234495	12/13/1965	823810	02/07/1967	Registered
25955	United States	DESIGNERS' COLLECTION	16	75/520226	07/16/1998	2286744	10/12/1999	Registered
20189	United States	DESIGNSTUDIO	16	314872	06/15/1981	1215795	11/09/1982	Registered
20534	United States	DESIGNWARE	04, 8, 16, 21, 24, 28	301199	09/03/1997	2218292	01/19/1999	Registered
26508	United States	DETALLES	16	76/273125	06/18/2001			Pending
19789	United States	DISORIENTED EXPRESS	16	259389	03/26/1992	1795843	09/28/1993	Registered
21799	United States	DOWN CHRISTMAS LANE	16	389938	09/27/1982	1269172	03/06/1984	Registered
26047	United States	DREAM HORIZONS	16	75/714082	05/26/1999	2329756	03/14/2000	Registered
26185	United States	ELEGANT ACCENTS	24	75923303	02/19/2000			Pending
22129	United States	ET CETERA	16	75/181568	10/15/1996	2188328	09/08/1998	Registered
25968	United States	EVERYDAY MOMENTS	16	75/527950	07/27/1998	2333849	03/21/2000	Registered
25607	United States	FAMILY VALUES	16, 26	166419	09/16/1996			Allowed
22717	United States	FAMOUS CLASSICS	16	367294	08/06/1970	921162	09/28/1971	Registered
26128	United States	FASHION ART	16, 21	73/386720	09/20/1982	1239421	05/24/1983	Registered
26129	United States	FASHION ART (stylized)	16, 21	73/386696	09/20/1982	1240320	05/31/1983	Registered
24100	United States	FASHION BOW	26	150383	08/03/1962	766438	03/10/1964	Registered
26130	United States	FASHION COLOR	8, 24	73/712930	02/09/1988	1520583	01/17/1989	Registered
26131	United States	FASHION COLOR	16, 21, 26	74/014835	12/28/1989	1695125	06/16/1992	Registered
20966	United States	FEELINGS OF THE HEART	16	701871	12/21/1987	1555713	09/12/1989	Registered
26338	United States	FINISHING TOUCH; THE	16, 26	75/204001	11/21/1996	2117926	12/02/1997	Registered
26321	United States	FLIPSIDE	16	76/130001	09/18/2000			Pending
20509	United States	FOREVER LOVE	16	45784	04/04/1990	1667183	12/03/1991	Registered
24675	United States	FOREVER LOVERS	16	249327	02/28/1997	2231152	03/09/1999	Registered
26049	United States	FOREVER SUMMER	16	75/714080	05/26/1999	2329754	03/14/2000	Registered

REEL: 002500 FRAME: 0680 TRADEMARK

20885	United States	FORGET ME NOT	16	168269	05/07/1963	768790	04/28/1964	Registered
21107	United States	FORGET ME NOT	16	176062	08/30/1963	769183	05/05/1964	Registered
21801	United States	FORGET ME NOT	16	42686	12/19/1957	669310	11/04/1958	Registered
22485	United States	FORGET ME NOT	16, 26	331731	10/08/1981	1241124	06/07/1983	Registered
23044	United States	FORGET ME NOT	9, 42	73155	03/15/1996	2141387	03/03/1998	Registered
24189	United States	FORGET-ME-NOT	16	433760	07/08/1940	385778	03/18/1941	Registered
		GREETING CARDS AND DESIGN						
20283	United States	FREESTYLE	16	531582	05/27/1994	2004787	10/01/1996	Registered
26013	United States	G.P. HIGGENBOTTOM	16	75/630658	01/29/1999			Pending
23648	United States	GENTLE HEARTS	16	426728	05/20/1983	1280715	06/05/1984	Registered
25890	United States	GIFTS & GOOD WISHES	04, 16, 20, 28	75/364737	09/29/1997	2229665	03/02/1999	Registered
25804	United States	GLADYS AND FRIENDS	16	419823	08/02/1993	1903544	07/04/1995	Registered
20190	United States	GLEAM	16	571334	12/02/1985	1398513	06/24/1986	Registered
23403	United States	GOD'S IN HIS HEAVEN	16	331036	10/05/1981	1243570	06/28/1983	Registered
22743	United States	GOING BANANAS	16	134890	01/31/1991	1719465	09/22/1992	Registered
26435	United States	GOOD 2B GIRLS G2BG and design	04, 16, 21, 28	76/224980	03/16/2001			Pending
25860	United States	GREET MAIL	38	75/326546	07/17/1997	2217919	01/12/1999	Registered
23277	United States	GREETING U	16	548040	07/11/1994	2002147	09/24/1996	Registered
22568	United States	GRETCHEN	16	51047	05/01/1975	1035775	03/16/1976	Registered
21216	United States	GUILD HOUSE	04	243271	02/18/1997	2162900	06/02/1998	Registered
25933	United States	GUILD HOUSE	21	75/453850	03/19/1998	2232286	03/16/1999	Registered
26166	United States	HANDI-SET	21	72/168571	05/10/1963	769342	05/12/1964	Registered
26167	United States	HANDI-SET	16	72/168572	05/10/1963	772840	07/07/1964	Registered
26044	United States	HAND-PICKED WISHES	16	75/7043047	05/13/1999	2343380	04/18/2000	Registered
26071	United States	HEART OF FRIENDSHIP; THE	16	75/815658	10/06/1999			Allowed
25905	United States	HEARTWARMERS	28	75/394565	11/17/1997	2209017	12/08/1998	Registered
21424	United States	HEARTWARMERS AND DESIGN	28	670017	07/01/1987	1504083	09/13/1988	Registered
24665	United States	HEY, THAT'S ME!	16	33359	12/15/1995	2015658	11/12/1996	Registered
26094	United States	HI BROW COMIX	41	75/846955	11/12/1999	2406062	11/21/2000	Registered
22119	United States	HIMSELF THE ELF	16	48864	04/09/1975	1032307	02/03/1976	Registered
26339	United States	HOLIDAY ELEGANCE	16, 26	75/194939	11/08/1996	2250040	06/01/1999	Registered
22820	United States	HONEY BUNNY	20	50457	01/30/1996	2154103	04/28/1998	Registered
23285	United States	HONEY LOVE TEDDY BEARS	20	645782	03/13/1995	2063797	05/20/1997	Registered

REEL: 002500 FRAME: 0681 TRADEMARK

23720	United States	HONEY LOVE TEDDY BEARS	16	402391	09/10/1971	934500	05/23/1972	Registered
25864	United States	IMAGININGS	16	337306	08/07/1997	2222054	02/02/1999	Registered
26040	United States	IN RHYTHM	16	75/704307	05/13/1999	2402864	11/07/2000	Registered
24801	United States	IN TOUCH	16	547058	07/08/1985	1420985	12/16/1986	Registered
26065	United States	INTUITIONS	16	75/978658	03/18/1997	2299044	12/07/1999	Registered
26070	United States	INTUITIONS	38	75/815657	10/06/1999			Allowed
22104	United States	IT'S A DOG'S LIFE	16	593251	10/31/1994	1923638	10/03/1995	Registered
23975	United States	JUST A KISS	16	497075	03/04/1994	2014112	11/05/1996	Registered
25842	United States	JUST BEE	20	305677	06/09/1997	2298591	12/07/1999	Registered
26066	United States	JUST BETWEEN FRIENDS	16	75/815619	10/04/1999			Suspended
25358	United States	JUST BETWEEN US	16	553203	08/12/1985	1381404	02/04/1986	Registered
20241	United States	JUST MY STYLE	16	684733	09/17/1987	1488422	05/17/1988	Registered
24595	United States	JUST THINKING OF YOU	16	134900	01/31/1991	1696940	06/23/1992	Registered
20730	United States	KEEPSAKE LOCKET BEAR	28	523319	04/22/1994	1924753	10/03/1995	Registered
21564	United States	KERBER KIDS	16	446487	10/03/1983	1292243	08/28/1984	Registered
25593	United States	KID ZONE	16	791650	04/07/1989	1576344	01/09/1990	Registered
23904	United States	LA FLOR	16	620823	09/18/1986	1439925	05/19/1987	Registered
23034	United States	LAFF LINES	16	123656	07/10/1961	728567	03/13/1962	Registered
20498	United States	L'CHAYIM TO LIFE	16	790996	04/03/1989	15708922	12/12/1989	Registered
19838	United States	LEAP FROG LANE	20	96339	04/29/1996	2118423	12/02/1997	Registered
26168	United States	LIFE O' THE PARTY	16	72/168575	05/10/1963	774993	08/11/1964	Registered
26209	United States	LIFE OF EVERY PARTY; THE	35	76/016148	04/03/2000			Allowed
26093	United States	LIFE'S A GAS!	38, 41	75/846829	11/12/1999	2408476	11/28/2000	Registered
20300	United States	LIFE'S INSPIRATIONS	16	704199	07/21/1995	2072498	06/17/1997	Registered
25831	United States	LIFE'S MOTIVATIONS	16	704200	07/21/1995	2033042	01/21/1997	Registered
23729	United States	LIFE'S RUFF	16	593252	10/31/1994	1928135	10/17/1995	Registered
26340	United States	LIQUID COLOR	16, 26	75/154687	08/22/1996	2168281	06/23/1998	Registered
26063	United States	LITTLE BO	16, 28	75/777010	08/16/1999			Allowed
26046	United States	LITTLE CUDDLES	16	75/714083	05/26/1999	2329757	03/14/2000	Registered
25897	United States	LITTLE GEM PRESS	16	75/373732	10/14/1997	2235388	03/23/1999	Registered
25382	United States	LITTLE HEIRLOOM TREASURES	28	172138	09/26/1996	2148337	03/31/1998	Registered
22349	United States	LOVE TALK ACCORDING TO HIM...ACCORDING TO HER	16	21710	11/17/1995	1982760	06/25/1996	Registered
25843	United States	MAGIC AND SMILE OF	16	305439	06/09/1997	2243532	05/04/1999	Registered

REEL: 002500 FRAME: 0682 TRADEMARK

25999	United States	MAGICAL MEADOWS	16	75/595117	11/25/1998	2302164	12/21/1999	Registered
24657	United States	MARKETPLACE	28	542254	06/24/1994	1959359	02/27/1996	Registered
25108	United States	MARKETPLACE	16	748452	08/26/1988	1534274	04/11/1989	Registered
26353	United States	MARYOKU YUMMY	16, 24, 25, 28	76/156163	10/30/2000			Pending
20887	United States	MELODY MAKERS	16	431244	06/21/1983	1323139	03/05/1985	Registered
26341	United States	MEMORABLE OCCASIONS	16, 26	75/194906	11/08/1996	2205039	06/01/1999	Registered
23039	United States	MENSAJES DEL CORAZON	16	714875	08/14/1995	1988597	07/23/1996	Registered
21434	United States	MI TIERRA	16	593072	10/31/1994	2025915	12/24/1996	Registered
26342	United States	MIX	16	73/685611	09/21/1987	1489319	05/24/1988	Registered
23210	United States	MOMENTS OF INSPIRATION	16	432339	08/10/1972	967578	09/04/1973	Registered
23650	United States	NATURE'S FRIENDS	15, 20	28820	02/14/1990	1660247	10/08/1991	Registered
20191	United States	NATURE'S PORTRAITS	16	603710	06/11/1986	1421913	12/23/1986	Registered
25847	United States	NATURE'S PORTRAITS	16	316919	06/30/1997	2227409	03/02/1999	Registered
26045	United States	NATURE'S TREASURES	16	75/704303	05/13/1999			Opposed
20682	United States	OH, BABY!	16	134897	01/31/1991	1735682	11/24/1992	Registered
20531	United States	OH, JOY!	16	96299	04/29/1996	2393774	10/10/2000	Registered
26004	United States	ONE GREAT IDEA AFTER ANOTHER	16	75/625228	01/21/1999	2321238	02/22/2000	Registered
26031	United States	OPERATION SANTA	28	75/653893	03/04/1999	2388695	09/19/2000	Registered
26134	United States	OPULENCE	16	75/504843	06/18/1998	2263086	07/20/1999	Registered
26135	United States	OPULENCE (stylized)	16	75/504844	06/18/1998	2263087	07/20/1999	Registered
24160	United States	ORIGINAL FORMULA FUNNY HI BROW CARDS and design	16	671688	07/13/1987	1486108	04/26/1988	Registered
26032	United States	ORIGINAL IMPRESSIONS	16	75/653892	03/04/1999	2384986	09/12/2000	Registered
26200	United States	PAINTBOX STUDIOS	42	76/010468	03/27/2000			Allowed
26098	United States	PAPER PLANET AND DESIGN	16	75/854619	11/22/1999			Allowed
26343	United States	PAPERPLAINS	26	73/635936	05/03/1985	1446591	07/07/1987	Registered
26344	United States	PAPERPLAINS	16, 26	73/535763	05/03/1985	1368946	11/05/1985	Registered
26345	United States	PARTI-PAC (stylized)	16	301261	03/16/1981	1200025	06/29/1982	Registered
26136	United States	PARTY MAKERS	16, 28	73/713045	02/23/1988	1548235	07/18/1989	Registered
26137	United States	PARTY MAKERS (stylized)	16, 28	73/712611	02/22/1988	1547311	07/11/1989	Registered
26006	United States	PEA BUDDY	16	75/625265	01/22/1999	2323867	02/29/2000	Registered
25982	United States	PERSPECTIVES	16	75/568151	10/13/1998	2325002	02/29/2000	Registered
24881	United States	PET GALLERY	16	733589	06/10/1988	1519808	01/10/1989	Registered
25907	United States	PET PARADE	16	75/368483	10/06/1997	2243802	05/04/1999	Registered

REEL: 002500 FRAME: 0683 TRADEMARK

25908	United States	PET PERSPECTIVES	16	75/368482	10/06/1997	2243801	05/04/1999	Registered
24161	United States	PET TALES	16	684734	09/17/1987	1488423	05/17/1988	Registered
26346	United States	PLAID TIDINGS	16, 26	74/621312	01/17/1995	2025956	12/24/1996	Registered
26389	United States	PLATINUM GALLERY	16	76/174666	12/01/2000			Pending
20658	United States	PLUS MARK AND DESIGN	16, 26	603714	06/11/1986	1421917	12/23/1986	Registered
21620	United States	PLUS MARK AND DESIGN	16, 26	324950	10/23/1992	1862974	11/15/1994	Registered
20659	United States	POM POM	26	239577	02/25/1966	831506	07/04/1967	Registered
25386	United States	POSITIVELY!	9, 16	33361	12/15/1995	2082349	07/22/1997	Registered
22357	United States	POSITIVELY! WORDS THAT SAY YES!	9, 16	67057	03/04/1996	2084941	07/29/1997	Registered
26184	United States	PRESENT PAL	28	75923305	02/19/2000			Allowed
26347	United States	PRIVATE COLLECTION; THE	36	74/590458	10/25/1994	1963890	03/26/1996	Registered
22020	United States	PUNNY BUSINESS	16	446493	10/03/1983	1292249	08/28/1984	Registered
23404	United States	QUIET THOUGHTS	16	390510	04/28/1971	936663	06/27/1972	Registered
24908	United States	RAINBOW THOUGHTS	16	53340	04/26/1990	1667185	12/03/1991	Registered
26100	United States	RAINBOWS OF FAITH	16	75/978895	03/09/1998	2341970	04/11/2000	Registered
20290	United States	REDNECK	16	44332	01/16/1996	2137756	02/17/1998	Registered
24182	United States	ROMANTIC REFLECTIONS	16	733590	06/10/1988	1519809	01/10/1989	Registered
24802	United States	ROUNDTABLE	16	438918	08/11/1983	1288996	08/07/1984	Registered
22580	United States	SABOR	16	545904	07/05/1994	2030651	01/14/1997	Registered
22815	United States	SABOR...CON HUMOR Y AMOR	16	593074	10/31/1994	2077855	07/08/1997	Registered
24168	United States	SAPPHIRE	16, 26	233564	12/26/1991	1865092	11/29/1994	Registered
26190	United States	SAPPHIRE	16	75/942482	03/13/2000	2423493	01/23/2001	Registered
19967	United States	SATIN GLO	26	122037	06/14/1961	738450	10/02/1962	Registered
26033	United States	SAYS ME	16	75/653891	03/04/1999	2321587	02/22/2000	Registered
21565	United States	SCRIBBLES & GIGGLES	42	482955	05/31/1984	1341651	06/11/1985	Registered
20683	United States	SELF-EXPRESSIONS	16	433227	08/21/1972	968227	09/11/1973	Registered
26012	United States	SEND A SMILE	16	75/630654	01/29/1999	2323936	02/29/2000	Registered
26138	United States	SERVADISH	16	71/269971	07/21/1928	259967	08/12/1929	Registered
24210	United States	SILENT NIGHT	20, 21	671370	05/08/1995	2091781	08/26/1997	Registered
25858	United States	SKITCH	16	75/326547	07/17/1997	2178480	08/04/1998	Registered
22346	United States	SMART PRICING	35	473557	12/27/1993	1959228	02/27/1996	Registered
22362	United States	SNOWMOTION	20	712373	08/07/1995	2164300	06/09/1998	Registered
21110	United States	SOFT TOUCH	16	348747	01/16/1970	896536	08/11/1970	Registered
21803	United States	SOMETHING ELSE	16	426906	05/20/1983	1280721	06/05/1984	Registered
26187	United States	SOUND EXPERIENCE	16	75/937385	03/03/2000	2456464	05/29/2001	Registered

REEL: 002500 FRAME: 0684 TRADEMARK

20709	United States	SOUND SURPRISES	16	382279	04/26/1993	1861396	11/01/1994	Registered
26354	United States	SPEED OF LIFE; THE	16	76/156164	10/30/2000			Pending
22363	United States	SPOOKY STREET	04, 16, 21, 28	61276	02/22/1996	2213215	12/22/1998	Registered
26227	United States	STARDUSTERS	16, 21, 28	76/033352	04/24/2000			Published
21440	United States	STONE GALLERY	16	47570	01/23/1996	2093614	09/02/1997	Registered
26282	United States	STUDIO ONE	16	76/093256	07/21/2000			Published
25958	United States	STUDIO SQUARE	16, 26	75/525645	07/27/1998	2324982	02/29/2000	Registered
26201	United States	STUDIOLINE	16, 26	76010467	03/27/2000			Allowed
26426	United States	SUGARED ALMONDS	16	76/221220	03/08/2001			Pending
26433	United States	SUGARSONIC	16, 25, 28	76/224979	03/16/2001			Pending
19832	United States	SWEET SENTIMENTS	28	239657	02/10/1997	2171965	07/07/1998	Registered
25334	United States	SWEET SENTIMENTS	30	439017	09/23/1993	1886686	03/28/1995	Registered
25967	United States	TAG-A-LONGS	16	75/544761	08/31/1998			Allowed
26226	United States	TEEN-Y TINS	4	76/033351	04/24/2000			Allowed
26007	United States	THAT DARN BEAR!	16	75/625266	01/22/1999	2321239	02/22/2000	Registered
20533	United States	THE ALL NEW AMERICAN WAY	35	281813	04/28/1997	2189984	09/15/1998	Registered
19834	United States	THE KELSEY COLLECTION	15, 20	33360	12/15/1995	2093594	09/02/1997	Registered
22123	United States	THE PYRAMID OF PROFITS	35	687597	05/26/1995	1976574	05/28/1996	Registered
22587	United States	THE VICTORIAN VILLAGER	16	270811	04/04/1997	2227193	03/02/1999	Registered
21441	United States	THOUGHTFUL KEEPSAKES	16	159811	09/03/1996	2132042	01/27/1998	Registered
21353	United States	THOUGHTS TO LIVE BY	16	134896	01/31/1991	1719466	09/22/1992	Registered
25859	United States	TODAY AND ALWAYS	16	75/326545	07/17/1997	2223267	02/09/1999	Registered
25257	United States	TODAY I THOUGHT OF YOU	16	134899	01/31/1991	1701103	07/14/1992	Registered
21209	United States	TREASURED EXPRESSIONS	16	704198	07/21/1995	2014579	11/05/1996	Registered
26072	United States	TREASURED EXPRESSIONS	16	75/831970	10/22/1999	2385631	09/12/2000	Registered
26225	United States	TREASURED EXPRESSIONS...FAVORITE THOUGHTS FOR FAVORITE PEOPLE	14, 16, 20	76/023889	04/12/2000			Allowed
24444	United States	TREASURES OF THE HEART	20	54832	02/08/1996	2116790	11/25/1997	Registered
26348	United States	ULTRA	16, 26	75/824162	10/15/1999		--	Suspended
26349	United States	ULTRA WRAP	16, 26	75/824167	10/15/1999	2397729	10/24/2000	Registered

TRADEMARK
REEL: 002500 FRAME: 0685

23286	United States	UNDER THE BIG TOP	21	270810	04/04/1997	2215315	12/29/1998	Registered
25592	United States	WILD GREETINGS	28	542302	06/24/1994	1986143	07/09/1996	Registered
26425	United States	WINKING MOON PRESS	16	76/221221	03/08/2001			Pending
19968	United States	WINTER WONDERLAND	16	393566	09/29/1982	1264957	01/24/1984	Registered
24901	United States	WISH BOXES	16	671367	05/08/1995	2084491	07/29/1997	Registered
25887	United States	WISH STICKS	28	361162	09/22/1997	2242085	04/27/1999	Registered
26449	United States	WISHING WELL	16	76/234667	04/02/2001			Pending
26030	United States	WONDERGLOW	04	75/654137	03/05/1999			Pending
25973	United States	WORD OF CHRISTMAS; THE	16	75/557136	09/21/1998	2333867	03/21/2000	Registered
24902	United States	WORD PORTRAITS	16	94284	07/22/1976	1062755	04/05/1977	Registered
21330	United States	WORKING WORLD	16	426907	05/20/1983	1280722	06/05/1984	Registered
21627	United States	WRITE-A-NOTES	16	656194	11/12/1953	594494	08/31/1954	Registered
20981	United States	YOU AND ME FROM A TO Z	28	233324	01/27/1997	2168563	06/23/1998	Registered
26474	United States	ZANY ZOO	16	76/246021	04/26/2001			Pending
21422	Uruguay	AMERICAN GREETINGS WITH ROSE DESIGN	16	284935	02/22/1996	284935	12/02/1999	Registered
20059	Uruguay	CARLTON CARDS	16	284936	02/22/1996	284936	12/16/1997	Registered
20737	Uruguay	FORGET-ME-NOT	16	284934	02/22/1996			Published
25877	Uzbekistan	AMERICAN GREETINGS WITH ROSE DESIGN	16	9701069.3	10/10/1997			Pending
20992	Venezuela	AMERICAN GREETINGS WITH ROSE DESIGN	16	14965	09/06/1996			Published
25302	Venezuela	ROSE DESIGN	37	2217/81	03/16/1981	131726F	01/26/1988	Registered
21431	Zimbabwe	FORGET-ME-NOT	16			483/51		Registered

RECORDED: 05/08/2002
TRADEMARK
REEL: 002500 FRAME: 0686