

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Making Memories Wholesale, Inc.		05/06/2005	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland plc
Street Address:	101 Park Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	plc: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2908394	BE INSPIRED
Registration Number:	2910582	BE INSPIRED
Registration Number:	2718763	M MAKINGMEMORIES
Registration Number:	2910583	MAKINGMEMORIES
Registration Number:	2906325	SNAPS
Registration Number:	2316341	TWISTEL
Registration Number:	2945994	PAGE PEBBLES
Serial Number:	78310556	DOUBLE DIPPED
Serial Number:	78266338	MAKINGMEMORIES
Serial Number:	78310541	M
Serial Number:	78310527	M
Serial Number:	78266358	DETAILS
Serial Number:	78310493	DETAILS

OP \$340.00 2908394

CORRESPONDENCE DATA

Fax Number: (212)702-3691

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-705-7883

Email: joanna.myssura@bingham.com

Correspondent Name: Joanna Myssura

Address Line 1: Bingham McCutchen LLP

Address Line 2: 399 Park Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Joanna C. Myssura
Signature:	/s/ Joanna C. Myssura
Date:	05/25/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of May 6, 2005, and is entered into by **MAKING MEMORIES WHOLESALE, INC.**, a Utah corporation (the "Assignor"), in favor of **THE ROYAL BANK OF SCOTLAND plc**, in its capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"), as each term is defined in the Credit Agreement (as defined below).

WHEREAS, pursuant to that Credit Agreement, dated as of May 6, 2005 (as amended, supplemented, amended and restated, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Making Memories Wholesale, Inc., a Utah corporation (the "Borrower"), MMW Holdings Corp., a Delaware corporation, the various financial institutions as are, or may from time to time become, parties thereto (collectively the "Lenders"), The Royal Bank of Scotland plc ("RBS"), as administrative agent (in such capacity, the "Administrative Agent"), Ares Capital Corporation ("ARCC"), as documentation agent for the Lenders, ARCC and RBS, as joint lead arrangers, the Secured Parties have agreed to make certain extensions of credit to or for the Borrower in the amounts and manner set forth in the Credit Agreement and the other Loan Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 6, 2005 (the "Security Agreement"), in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "Collateral", as defined in the Security Agreement.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of the Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured Parties to enter into the Credit Agreement and the other Loan Documents and to

make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, each Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of each Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; provided, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.


The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:
MAKING MEMORIES WHOLESALE, INC., a
Utah corporation

By: 
Name: DANNY V. HANSEN
Title: CFO

ASSIGNEE:
THE ROYAL BANK OF SCOTLAND plc, as
Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:
MAKING MEMORIES WHOLESALE, INC., a
Utah corporation

By: _____
Name:
Title:

ASSIGNEE:
THE ROYAL BANK OF SCOTLAND plc, as
Administrative Agent

By: _____
Name: John Speirs
Title: Managing Director

SCHEDULE A**U.S. TRADEMARKS****United States:**

REGISTRATION NO.	MARK	REGISTRATION DATE
2,908,394	BE INSPIRED	December 7, 2004
2,910,582	BE INSPIRED	December 14, 2004
2,718,763	M Making Memories (and Design)	May 27, 2003
2,910,583	MAKINGMEMORIES	December 14, 2004
2,906,325	SNAPS	November 30, 2004
2,316,341	TWISTEL	February 8, 2000
2,945,994	PAGE PEBBLES	May 3, 2005

State of Utah:

REGISTRATION NO.	MARK	REGISTRATION DATE
5,049,439	Making Memories and Design	January 14, 2002

PENDING U.S. TRADEMARKS

United States:

APPLICATION NO.	MARK	APPLICATION DATE
78/310,556	DOUBLED DIPPED	October 7, 2003
78/266,338	MAKINGMEMORIES	June 24, 2003
78/310,541	M (and Design)	October 7, 2003
78/310,527	M (and Design)	October 7, 2003
78/266,358	DETAILS	Abandoned
78/310,493	DETAILS (and Design)	Abandoned