

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
AG.COM, Inc.		04/04/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2457170	MAKE YOUR FEELINGS CLICK.
Registration Number:	2541432	BETWEEN WOMEN
Registration Number:	2532188	PASS IT AROUND
Registration Number:	2518725	KIDZONKS
Registration Number:	2461839	PUNNY PAGES
Serial Number:	78726669	AGINTERACTIVE
Serial Number:	78726668	AGINTERACTIVE
Serial Number:	78568679	CREATE & PRINT
Serial Number:	78568670	CREATA MAIL
Serial Number:	78568675	MUGGINS

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jrmix@jonesday.com

CH \$265.00 2457170

Correspondent Name: Jones Day
Address Line 1: 901 Lakeside Ave.
Address Line 2: c/o James R. Mix, Paralegal
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER: 497400-121043

NAME OF SUBMITTER: James R. Mix

Signature: /James R. Mix/

Date: 11/22/2006

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of April 4, 2006 ("Agreement"), between AG.COM, INC., a Delaware corporation (together with its successors and assigns, the "Assignor"), and NATIONAL CITY BANK, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among American Greetings Corporation, an Ohio corporation (together with its successors and assigns, the "Borrower"), the Foreign Subsidiary Borrowers (as defined therein) party thereto, the lenders from time to time party thereto (the "Lenders"), National City Bank, as the Global Agent, Collateral Agent, joint lead arranger, joint bookrunner, Swing Line Lender and LC Issuer, UBS Securities LLC, as joint lead arranger, joint bookrunner and Syndication Agent, and KeyBank National Association, JPMorgan Chase Bank, N.A., and LaSalle Bank National Association, as Co-Documentation Agents.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AG.COM, INC.

By: _____

Name: Stephen Smith

Title: Assistant Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AG.COM, INC.

By: _____

Name: Stephen Smith

Title: Assistant Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral Agent

By:  _____

Name:

ROBERT S. COLEMAN

Title:

SENIOR VICE PRESIDENT

Schedule A
to Collateral Assignment of
Trademarks

See attached.

U.S. Trademark Applications and Registrations

Report Date: 7/3/2006 Page: 1

Owner:	AG.Com, Inc.	Country	United States	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
26208	United States	41	76/023530	MAKE YOUR FEELINGS CLICK.	41	76/023530	4/13/2000	2457170	6/5/2001	Registered
26183	United States	41	75923306	BETWEEN WOMEN	41	75923306	2/19/2000	2541432	2/19/2002	Registered
26586	United States	41	76/287146	PASS IT AROUND AND DESIGN	41	76/287146	7/19/2001	2532188	1/22/2002	Registered
27497	United States	38, 41	78/726669	AGINTERACTIVE	38, 41	78/726669	10/5/2005			Pending
27498	United States	38, 41	78/726668	AGINTERACTIVE and design	38, 41	78/726668	10/5/2005			Pending
27285	United States	9	78/568679	CREATE & PRINT	9	78/568679	2/16/2005			Pending
26207	United States	41	76/023531	KIDZONKS	41	76/023531	4/13/2000	2518725	12/11/2001	Registered
27283	United States	9, 41	78/568670	CREATA MAIL (Stylized)	9, 41	78/568670	2/16/2005			Pending
27284	United States	9, 41	78/568675	MUGGINS	9, 41	78/568675	2/16/2005			Pending
26257	United States	38	76/085942	PUNNY PAGES	38	76/085942	7/10/2000	2461839	6/19/2001	Registered