

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
Carlton Cards Retail, Inc.		04/04/2006	CORPORATION: COLORADO
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: 6			
Property Type	Number	Word Mark	
Registration Number:	1799750	YUM YUM TREE	
Registration Number:	2297158	CRISPY NUT-N-CHEWY	
Registration Number:	2478884	PECAN TOOTLES	
Registration Number:	816218	TOOTLES	
Registration Number:	1674428	GORANT	
Registration Number:	2907938	YUM YUM	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jrmix@jonesday.com		
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		

CH \$165.00 1799750

NAME OF SUBMITTER:	James R. Mix
Signature:	/James R. Mix/
Date:	11/22/2006
Total Attachments: 6 source=Carlton Cards- Trademark Assignment#page1.tif source=Carlton Cards- Trademark Assignment#page2.tif source=Carlton Cards- Trademark Assignment#page3.tif source=Carlton Cards- Trademark Assignment#page4.tif source=Carlton Cards- Trademark Assignment#page5.tif source=Carlton Cards- Trademark Assignment#page6.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of April 4, 2006 ("Agreement"), between CARLTON CARDS RETAIL, INC., a Connecticut 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.

CARLTON CARDS RETAIL, INC.

By: _____



Name: Stephen Smith

Title: 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.

CARLTON CARDS RETAIL, INC.

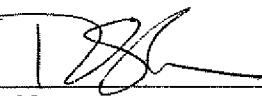
By: _____

Name: Stephen Smith

Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral
Agent

By:  _____

Name:

Title:

**ROBERT S. COLEMAN
SENIOR VICE PRESIDENT**

Schedule A
to Collateral Assignment of
Trademarks

See attached.

U.S. Trademark Applications and Registrations

Registration Date: 11/2/2006

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<u>ID</u>	<u>Country</u>	<u>Owner</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
25938	United States	Carlton Cards Retail, Inc.	YUM YUM TREE	42	74/139059	2/14/1991	1799750	10/19/1993	Registered
26001	United States		CRISPY NUT-N-CHEWY	30	75/595782	11/25/1998	2297158	11/30/1999	Registered
26000	United States		PECAN TOOTLES	30	75/595783	11/25/1998	2478884	8/21/2001	Registered
26392	United States		TOOTLES	30	72/223663	7/19/1965	816218	10/4/1966	Registered
25936	United States		GORANT	30	74/136555	2/5/1991	1674428	2/4/1992	Registered

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26968	United States	Carlton Cards Retail, Inc.	YUM YUM	30	76/533450	10/23/2003	2907938	12/7/2004	Registered