

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
Gibson Greetings, 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: 27

Property Type	Number	Word Mark
Registration Number:	1499561	TEDDY HUGGLESBIE
Registration Number:	2347573	
Registration Number:	1153114	TENDER THOUGHTS
Registration Number:	2211110	SILLY SLAMMERS
Registration Number:	1557974	TEDDY HUGGLESBIE
Registration Number:	2309755	WOOF.MEOW.WHATEVER.
Registration Number:	1410507	WOMEN'S WRITES
Registration Number:	1512654	THE WRITE ALTERNATIVE
Registration Number:	0940276	PLEASANT THOUGHTS
Registration Number:	1498634	HOT OFF THE PRESS
Registration Number:	2356014	BULLSEYE PRODUCTIONS
Registration Number:	1372448	BUZZA
Registration Number:	2576390	COOL STUFF
Registration Number:	1482974	

CH \$690.00 1499561

Registration Number:	0871578	COLOR MAGIC
Registration Number:	0783866	GIBSON
Registration Number:	2319414	RELATIVITY
Registration Number:	2467940	BUZZCUTS
Registration Number:	2469970	KEEPERS
Registration Number:	0803427	THE MAGIC OF THOUGHTFULNESS
Registration Number:	2076540	MESSAGES OF FAITH, HOPE AND LOVE
Registration Number:	1379134	
Registration Number:	0799531	NUTTY NOUNCEMENTS
Registration Number:	1858461	
Registration Number:	2520127	JUST TO SAY I LOVE YOU
Registration Number:	2509979	STICKETY-DOO-DA
Serial Number:	76366771	HELEN STEINER RICE

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
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 GIBSON GREETINGS, 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.

GIBSON GREETINGS, 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.

GIBSON GREETINGS, INC.

By: _____
Name: Stephen Smith
Title: 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.

Owner: Gibson Greetings, Inc.

2100 Section Road

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
26313	United States	TEDDY HUGGLESBIE	16, 28	706622	1/20/1988	1499561	8/9/1988	Registered
26317	United States	Miscellaneous Design (heart card with sunburst)	35	75/419211	1/16/1998	2347573	5/2/2000	Registered
26316	United States	TENDER THOUGHTS (stylized)	16	202249	2/1/1979	1153114	5/5/1981	Registered
26312	United States	SILLY SLAMMERS	28	75/396711	11/26/1997	2211110	12/15/1998	Registered
26315	United States	TEDDY HUGGLESBIE	16, 21	776162	1/23/1989	1557974	9/26/1989	Registered

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U.S. Trademark Applications and Registrations

26318	United States	WOOF-MEOW, WHATEVER	16	75/390919	11/17/1997	2309755	1/18/2000	Registered
26319	United States	WOMEN'S WRITES	16	588761	3/18/1986	1410507	9/23/1986	Registered
26320	United States	WRITE ALTERNATIVE; THE	16	706623	1/20/1988	1512654	11/15/1988	Registered
26308	United States	PLEASANT THOUGHTS	16	395292	6/21/1971	940276	8/8/1972	Registered
26277	United States	HOT OFF THE PRESSES	16	73/706650	1/20/1988	1498634	8/2/1988	Registered
26259	United States	BULLSEYE PRODUCTIONS	16	75/485915	5/15/1998	2356014	6/6/2000	Registered
26260	United States	BUZZA	16, 21	483204	6/1/1984	1372448	11/26/1985	Registered
26262	United States	COOL STUFF	4, 16, 28	75/390908	11/17/1997	2576390	6/4/2002	Registered
26270	United States	Design (fleur-de-lis)	4, 16, 20, 21, 26, 28	73/670531	7/6/1987	1482974	4/5/1988	Registered
26261	United States	COLOR MAGIC	16, 26	284783	11/14/1967	871578	6/24/1969	Registered
26273	United States	GIBSON & Design (new)	16	72/174584	8/7/1963	783866	1/26/1965	Registered
26303	United States	RELATIVITY	16	75/654650	3/5/1999	2319414	2/15/2000	Registered
26289	United States	BUZZCUTS	16	76/091172	7/19/2000	2467940	7/10/2001	Registered
26295	United States	KEEPERS	16	75/390907	11/17/1997	2469970	7/17/2001	Registered
26298	United States	MAGIC OF THOUGHTFULNESS; THE	16	140088	3/19/1962	803427	2/8/1966	Registered
26299	United States	MESSAGES OF FAITH, HOPE AND LOVE	16	75/976096	9/22/1995	2076540	7/1/1997	Registered
26300	United States	Miscellaneous Design (bear)	16	533503	4/22/1985	1379134	1/21/1986	Registered
26301	United States	NUTTY NOUNCEMENTS	16	192003	4/27/1964	799531	11/30/1965	Registered
26271	United States	Design (fleur-de-lis)	9, 16	74/446101	10/12/1993	1858461	10/18/1994	Registered
26479	United States	JUST TO SAY I LOVE YOU	16	76/251864	5/7/2001	2520127	12/18/2001	Registered
26713	United States	HELEN STEINER RICE	16	76/366771	1/28/2002			Suspended
26390	United States	STICKETY-DOO-DA	16	76/190079	12/15/2000	2509979	11/20/2001	Registered

TRADEMARK

RECORDED: 11/22/2006

REEL: 003433 FRAME: 0106