

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/13/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Binney & Smith LLC	FORMERLY Binney & Smith Inc.	03/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crayola Properties, Inc.
Street Address:	2035 Edgewood Avenue
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18042
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3155353	SUPER BRUSH
Registration Number:	1921963	MODEL MAGIC
Registration Number:	2053072	AMAZING ART ADVENTURE
Registration Number:	1114168	THE REAL SOLID LIQUID
Registration Number:	0502429	ANTI-ROLL
Registration Number:	0224527	STAONAL
Registration Number:	2762437	TWISTABLES
Registration Number:	2250026	KID'S FIRST
Registration Number:	0828225	AN-DU-SEPTIC
Registration Number:	2201695	ART AS A WAY OF LEARNING
Registration Number:	1871616	DREAM-MAKERS
Registration Number:	3195171	COLOR CYCLONE

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Registration Number:	1304526	ARTISTA II
Registration Number:	2788258	RADICAL ROOM
Registration Number:	1795860	OVERWRITERS
Registration Number:	1448448	BUNDLE OF COLORS
Registration Number:	3175456	CHALK STOMPERZ
Registration Number:	3028991	TWISTABLES
Registration Number:	3012215	GIRLFITTI
Registration Number:	2890380	ROCKET MINDS
Registration Number:	2637249	CLICK'EM ON
Registration Number:	2459049	PORTFOLIO
Registration Number:	1968479	WRITE START
Registration Number:	1146944	CADDY
Registration Number:	2410874	CLASSPACK
Registration Number:	1656782	SKETCH'N'GO
Registration Number:	2868406	CLICKEM ON
Registration Number:	0568856	ANTI-DUST
Registration Number:	0858607	ANTI-ROLL
Registration Number:	0560758	SILLY PUTTY
Registration Number:	3216482	CHALK 'N ROLL
Serial Number:	78872429	COLOR WONDER
Serial Number:	78974657	CLASSPACK
Serial Number:	77003343	COLOR WONDER
Serial Number:	77003512	COLOR WONDER
Serial Number:	78972142	COLORS MAGICALLY APPEAR

CORRESPONDENCE DATA

Fax Number: (816)274-7171
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8165453187
Email: lschuv1@hallmark.com
Correspondent Name: Albert P. Mauro, Jr., Esq.
Address Line 1: Hallmark Cards, 2501 McGee Trafficway
Address Line 2: Legal Division, Mail Drop #339
Address Line 4: Kansas City, MISSOURI 64108

NAME OF SUBMITTER:	Albert P. Mauro, Jr.
Signature:	/Albert P. Mauro, Jr./

Date:

03/30/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made this 13th day of March 2007 by and Crayola LLC (“Crayola”), and Binney & Smith LLC (formerly known as Binney & Smith Inc.) (“B&S”).

WHEREAS, pursuant to an Asset Transfer Agreement between B&S and Crayola, dated December 31, 2006 (the “Asset Transfer Agreement”), B&S assigned to Crayola all intellectual property, including but not limited to all trademarks; and

WHEREAS, the Asset Transfer Agreement provided as follows:

If any of the parties determines that the transfer of any trademark registrations or patents or patent applications to Crayola is not cost effective, then B&S agrees that, from and after the Effective Date, it will grant Crayola an irrevocable, royalty-free license to use same with the right to sublicense same and an irrevocable power of attorney to transfer ownership of such intellectual property to Crayola, provided that Crayola shall bear all expense of exercising its rights hereunder.

and

WHEREAS, Crayola determined that it was cost effective to transfer those Intent to Use applications filed in the United States for which statements of use have not been filed as of January 1, 2007 (the “ITU Marks”), and

WHEREAS, Crayola determined that it was not cost effective to transfer any United States or foreign trademark registrations or trademark applications other than the ITU Marks (collectively the “Retained Marks”); and

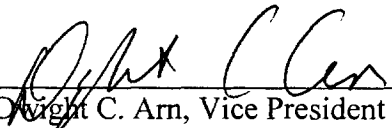
WHEREAS, Crayola Properties is desirous of acquiring the Retained Marks and the parties desire to transfer the Retained Marks to Crayola Properties, Inc. (“Crayola Properties”).

NOW, THEREFORE, in consideration of the respective agreements and undertakings of the parties herein, the parties agree as follows:

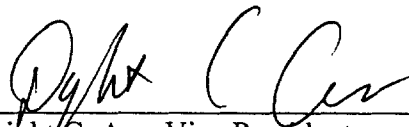
1. Crayola directs B&S, pursuant to the irrevocable power of attorney granted to Crayola pursuant the Asset Transfer Agreement, to transfer the Retained Marks to Crayola Properties.

2. B&S does hereby assign to Crayola Properties, effective January 1, 2007, all of B&S's right, title and interest in and to the Retained Marks, together with the goodwill of the business symbolized by each of the respective Retained Marks.

BINNEY & SMITH LLC

By: 
Dwight C. Arn, Vice President

CRAYOLA LLC

By: 
Dwight C. Arn, Vice President

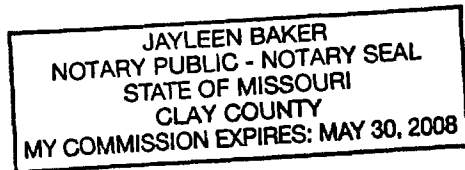
STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 14th day of March, 2007, before me, Jayleen Baker, a Notary Public in and for said state, personally appeared Dwight C. Arn, Vice President/General Counsel of Binney & Smith LLC, known to me to be the person who executed the foregoing document on behalf of said Corporation, and acknowledged to me that he executed the same for the purposes therein stated.

Jayleen Baker
Notary Public

My commission expires:

May 30, 2008



STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 14th day of March, 2007, before me, Jayleen Baker, a Notary Public in and for said state, personally appeared Dwight C. Arn, Vice President/General Counsel of Crayola LLC, known to me to be the person who executed the foregoing document on behalf of said Corporation, and acknowledged to me that he executed the same for the purposes therein stated.

Jayleen Baker
Notary Public

My commission expires:

May 30, 2008

