

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1628281		
CORRESPONDENCE DATA			
Fax Number:	(816)274-7171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	06/19/2007		

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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

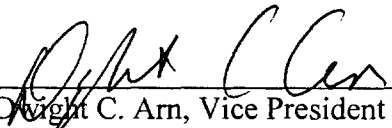
WHEREAS, Crayola Properties is desirous of acquiring the Retained Marks and the parties desire to transfer the Retained Marks to Crayola Properties, Inc. (“Crayola Properties”).

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

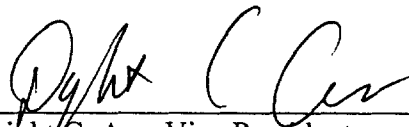
1. Crayola directs B&S, pursuant to the irrevocable power of attorney granted to Crayola pursuant the Asset Transfer Agreement, to transfer the Retained Marks to Crayola Properties.

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

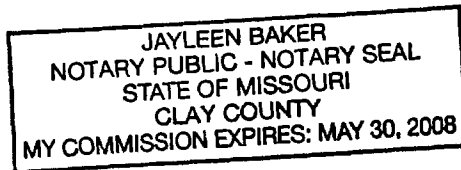
By: 
Dwight C. Arn, Vice President

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

