

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the nature of the assignment to a security interest and entity type of Conveyor Devrian Global Industries, LLC previously recorded on Reel 003446 Frame 0756. Assignor(s) hereby confirms the assignment of a security interest to PNC Bank, National Association.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HORIZON GROUP USA, INC.		09/25/2006	CORPORATION: NEW JERSEY
HORIZON FABRICS, INC.		09/25/2006	CORPORATION: NEW JERSEY
HIRSCHBERG SCHUTZ & CO., INC.		09/25/2006	CORPORATION: NEW JERSEY
DEVRIAN GLOBAL INDUSTRIES, LLC		09/25/2006	LIMITED LIABILITY COMPANY: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	TWO TOWER CENTER, 8TH FLOOR
<b>Internal Address:</b>	PNC BANK CENTER
<b>City:</b>	EAST BRUNSWICK
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08816
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	76187998	DECORATIVE DETAILS
Serial Number:	76189126	PATCH IT UP
Serial Number:	76189129	BETTER BEADS
Serial Number:	76322868	BETTER BEADS
Serial Number:	76411053	INSTA CURL
Serial Number:	76411557	COOKIE TIME

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Serial Number:	76411605	INSTA CURL
Serial Number:	76411954	COOKIE TIME
Serial Number:	76435326	THE CARD CONNECTION
Serial Number:	76435367	THE CARD CONNECTION
Serial Number:	76554536	IT'S SO ME
Serial Number:	76650201	GO CREATE
Serial Number:	76650246	SPRAY TECH
Serial Number:	76650247	MAGNE-TECH
Serial Number:	76656509	THINK BOX
Serial Number:	76660978	COLOR ZONE
Serial Number:	78262436	3RD MOTION
Serial Number:	78693778	CELEBRATION LIGHTS
Serial Number:	78695116	TRIM COUTURE
Serial Number:	78859817	FANCY FINERY
Serial Number:	78859868	CELL STONES

**CORRESPONDENCE DATA**

Fax Number: (973)597-2400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 973-597-2500  
Email: lstrademark@lowenstein.com  
Correspondent Name: VANESSA A. IGNACIO, ESQ.  
Address Line 1: Lowenstein Sandler PC  
Address Line 2: 65 Livingston Avenue  
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	20492/4
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	11/12/2008

**Total Attachments: 12**

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12-05-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/200)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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2006 DEC -1 AM 11:39

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.1.06

1. Name of conveying party(ies):

Horizon Group USA, Inc.  
Horizon Fabrics, Inc.  
Hirschberg Schutz & Co., Inc.  
Devrian Global Industries, LLC

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 25, 2006

- Assignment       Merger
- Security Agreement       Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association

Internal

Address: PNC Bank Center

Street Address: Two Tower Center, 8th Floor

City: East Brunswick

State: New Jersey

Country: USA

Zip: 08816

Association      Citizenship USA

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship \_\_\_\_\_

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

78859817; 78859868; 78626436; 78695118; 78693778;  
76650201; 76656509; 76660978; 76650246; 76650247

B. Trademark Registration No.(s)

2906966; 2884787; 2906965; 2946426; 2918324; 2687583;  
2737779; 2712612; 3056747; 2907560; 3090680;

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward J. Albowicz, Esq.

Internal Address: Wilentz, Goldman & Spitzer, P.A.

Street Address: 90 Woodbridge Center Drive

City: Woodbridge

State: New Jersey

Zip: 07095

Phone Number: (732) 636-8000

Fax Number: (732) 855-6117

Email Address: Ealbow@wilentz.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Edward J. Albowicz  
Signature

November 30, 2006

Date

Edward J. Albowicz, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK  
REEL: 003446 FRAME: 0756

TRADEMARK  
REEL: 003886 FRAME: 0697

**FIRST AMENDMENT TO PATENTS, TRADEMARKS AND  
COPYRIGHTS SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (the "Agreement") is entered into September 25, 2006 by and among HORIZON GROUP USA, INC., a corporation organized under the laws of the State of New Jersey ("Horizon USA"), HORIZON FABRICS, INC., a corporation organized under the laws of the State of New Jersey ("Horizon Fabrics"), HIRSCHBERG SCHUTZ & CO., INC., a corporation organized under the laws of the State of New Jersey ("Hirschberg"), and DEVRIAN GLOBAL INDUSTRIES, LLC, a limited liability company organized under the laws of the State of New Jersey ("Devrian" and collectively with Horizon USA, Horizon Fabrics and Hirschberg, the "Assignors"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent").

**RECITALS**

Whereas, the Assignors and PNC entered into a certain Patents, Trademarks and Copyrights Security Agreement dated August 15, 2002 (as is being and may be further amended, restated, modified and/or extended, the "Security Agreement"); and

Whereas, Assignors and PNC have agreed to modify the terms of the Security Agreement as set forth in this Agreement.

Now, therefore, in consideration of PNC's continued extension of credit and the agreements contained herein, the parties agree as follows:

**AGREEMENT**

1) **MODIFICATIONS.** The Security Agreement be and hereby is modified as follows:

- (a) Schedules A, B, C and D of the Security Agreement are hereby deleted and replaced with revised Schedules A, B, C and D attached hereto.
- (b) The definition of "Credit Agreement" is hereby deleted and replaced with a new definition to read as follows:

"Assignors" shall mean, collectively, Horizon Group USA, Inc., Horizon Fabrics, Inc., Hirschberg Schutz & Co., Inc. and Devrian Global Industries, LLC.

- (c) The definition of "Credit Agreement" is hereby deleted and replaced with a new definition to read as follows:

"Credit Agreement" shall mean that certain Amended and Restated Revolving Credit and Security Agreement by and among the Assignors and the Lenders dated September 25, 2006, as amended, restated, replaced, supplemented and/or modified from time to time.

2) **ACKNOWLEDGMENTS.** Assignors acknowledge and represent that:

- (A) the Security Agreement, as amended hereby, is in full force and effect without any defense, claim, counterclaim, right or claim of set-off;
- (B) to the best of their knowledge, no default by the Agent or Lenders in the performance of their duties under the Security Agreement has occurred;
- (C) all representations and warranties of the Assignors contained herein are true and correct in all material respects as of this date, except for any representation or warranty that specifically refers to an earlier date;

EXECUTION ORIGINAL

(D) Assignors have taken all necessary action to authorize the execution and delivery of this Agreement; and

(E) this Agreement is a modification of an existing obligation and is not a novation.

- 3) **MISCELLANEOUS.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey, without reference to that state's conflicts of law principles. This Agreement constitutes the sole agreement of the parties with respect to the subject matter thereof and supersedes all oral negotiations and prior writings with respect to the subject matter thereof. No amendment of this Agreement, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto. The illegality, unenforceability or inconsistency of any provision of this Agreement shall not in any way affect or impair the legality, enforceability or consistency of the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement.
- 4) **DEFINITIONS.** The terms used herein and not otherwise defined or modified herein shall have the meanings ascribed to them in the Security Agreement. The terms used herein and not otherwise defined or modified herein or defined in the Security Agreement shall have the meanings ascribed to them by the Uniform Commercial Code as enacted in New Jersey.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement the day and year first above written.

ATTEST:

THE HORIZON GROUP USA, INC.

By: Rebecca Rowell  
Name: Rebecca Rowell  
Title: Controller

By: Raymond Bialick  
Name: Raymond Bialick  
Title: President

ATTEST:

HORIZON FABRICS, INC.

By: Rebecca Rowell  
Name: Rebecca Rowell  
Title: Controller

By: Raymond Bialick  
Name: Raymond Bialick  
Title: President

ATTEST:

HIRSCHBERG SCHUTZ & CO., INC.

By: Rebecca Rowell  
Name: Rebecca Rowell  
Title: Controller

By: Raymond Bialick  
Name: Raymond Bialick  
Title: President

EXECUTION ORIGINAL

WITNESS:

By: Raymond Bialick  
Name: Raymond Bialick  
Title: Executive Vice President

DEVRIAN GLOBAL INDUSTRIES, LLC

By: [Signature]  
Name: James H. Cash  
Title: Manager

PNC BANK, NATIONAL ASSOCIATION  
Lender and as Agent

By: \_\_\_\_\_  
Name: Edward Chonko  
Title: Vice President

EXECUTION ORIGINAL

WITNESS:

By: Raymond Bialick  
Name: Raymond Bialick  
Title: Executive Vice President

DEVRIAN GLOBAL INDUSTRIES, LLC

By: [Signature]  
Name: James H. Cash  
Title: Manager

PNC BANK, NATIONAL ASSOCIATION  
Lender and as Agent

By: [Signature]  
Name: Edward Chonko  
Title: Vice President



EXECUTION ORIGINAL

STATE OF NEW JERSEY :  
:SS:  
COUNTY OF :

I CERTIFY that on September 25, 2006, Raymond Bialick personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of HORIZON GROUP USA, INC., the President of HORIZON FABRICS, INC. and the President of HIRSCHBERG SCHUTZ & CO., INC., the corporations named in this Instrument;
- (b) this Instrument was signed and delivered by the corporations as their voluntary act duly authorized by a proper resolution of their respective Board of Directors;
- (c) this person knows the proper seal of each corporation, both which are affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
September 25, 2006



**Terri Serrano**  
**My Commission Expires**  
**March 31<sup>st</sup> 2011**

STATE OF NEW JERSEY :  
:SS:  
COUNTY OF :

I CERTIFY that on September 25, 2006, James H. Cash personally came before me and stated under oath to my satisfaction that:

- (a) this person is a Manager of DEVRIAN GLOBAL INDUSTRIES, LLC, the limited liability company named in this Instrument;
- (b) this Instrument was signed and delivered by the limited liability company as its voluntary act duly authorized by a proper resolution of their Managers;
- (c) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
September 25, 2006



**Terri Serrano**  
**My Commission Expires**  
**March 31<sup>st</sup> 2011**

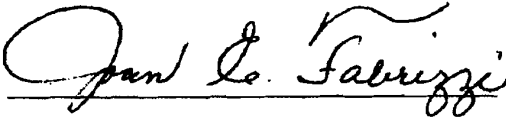
EXECUTION ORIGINAL

STATE OF NEW JERSEY :  
 :SS:  
COUNTY OF :

I CERTIFY that on September 25, 2006, EDWARD CHONKO personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of PNC Bank, a National Association, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
September 25, 2006



JOAN E. FABRIZZI  
NOTARY PUBLIC, State of New Jersey  
My Commission Expires Feb. 24, 2010

**SCHEDULE A**

**COPYRIGHTS**

<b>TITLE</b>	<b>PUBLISHED</b>	<b>REGISTERED</b>	<b>DESCRIPTION</b>	<b>REGISTRATION NUMBER</b>
<b>BUTTERFLY/HEART</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-744</b>
<b>LADY BUG SMALL</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-745</b>
<b>ANGEL/STAR/HEART</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-746</b>
<b>GIRL PURPLE FAIRY</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-747</b>
<b>GIRL FAIRY</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-748</b>
<b>BEE SMILING</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-749</b>
<b>DOG-SHAGGY</b>	<b>June 30, 1998</b>	<b>Sept 29, 2004</b>	<b>Applique</b>	<b>VA-1-265-750</b>
<b>CELL STONES &amp; BLING FOR THINGS DESIGNS</b>	<b>PENDING</b>	<b>June 12, 2006</b>	<b>Designs for rhinestones</b>	<b>VAu-671-704</b>
<b>PREMIUM CRAFT</b>	<b>PENDING</b>	<b>July 25, 2006</b>	<b>Design on canvas</b>	<b>VAu-707-397</b>

#2825413 (093193.224)

**TRADEMARK**  
**REEL: 003446 FRAME: 0763**

**TRADEMARK**  
**REEL: 003886 FRAME: 0704**

**SCHEDULE B**

10

**PATENTS/PATENT APPLICATIONS**

Invention Name	Application Type	Application Serial No.	Filing Date	Current Status
Three Dimensional Coloring Product ("Fuzzy Art")	Utility	11/223,739	9/9/2005	Pending
Glitter Glue Extruder	Utility	11/437,151	5/19/2006	Pending
Yarn Ball Retaining & Dispensing Device	Utility	11/295,399	12/6/2005	Pending
Waterproof LED Light	Utility	11/397,258	4/4/2006	Pending
Display Package	Design	29/237,984	9/9/2005	Allowed - Issue Fee Paid
Display Unit	Design	29/237,987	9/9/2005	Patented (USP D525,878)
Waterproof Display Light	Design	29/242/028	11/3/05	Allowed - Issue Fee Paid 8/14/06
Yarn Ball & Package	Design	29/251,556	1/10/06	Pending
Yarn Ball & Package	Design	29/251,548	1/10/06	Pending

**TRADEMARK**  
**REEL: 003446 FRAME: 0764**

**TRADEMARK**  
**REEL: 003886 FRAME: 0705**

**SCHEDULE C****TRADEMARKS**

<b>MARK</b>	<b>FILING/REGISTRATION DATE</b>	<b>APPLICATION SERIAL NO.</b>	<b>REGISTRATION NUMBER</b>	<b>STATUS</b>
<b>FANCY FINERY</b>	<b>April 12, 2006</b>	<b>78859817</b>		<b>Pending</b>
<b>CELL STONES</b>	<b>April 12, 2006</b>	<b>78859868</b>		<b>Pending</b>
<b>COOKIE TIME</b>	<b>May 23, 2003</b>	<b>76411954</b>	<b>2906966</b>	<b>Registered</b>
<b>INSTACURL (LOGO)</b>	<b>May 23, 2002</b>	<b>76411605</b>	<b>2884787</b>	<b>Registered</b>
<b>COOKIE TIME (LOGO)</b>	<b>May 23, 2002</b>	<b>76411557</b>	<b>2906965</b>	<b>Registered</b>
<b>INSTA CURL</b>	<b>May 23, 2002</b>	<b>76411053</b>	<b>2946426</b>	<b>Registered</b>
<b>BETTER BEADS (LOGO)</b>	<b>October 10, 2001</b>	<b>76322868</b>	<b>2918324</b>	<b>Registered</b>
<b>BETTER BEADS</b>	<b>December 29, 2000</b>	<b>76189129</b>	<b>2687583</b>	<b>Registered</b>
<b>PATCH IT UP</b>	<b>December 29, 2000</b>	<b>76189126</b>	<b>2737779</b>	<b>Registered</b>
<b>DECORATIVE DETAILS</b>	<b>January 2, 2001</b>	<b>76187998</b>	<b>2712612</b>	<b>Registered</b>
<b>THE YARN BALL</b>	<b>May 10, 2005</b>	<b>78626436</b>		<b>Pending</b>
<b>TRIM COUTURE</b>	<b>August 18, 2005</b>	<b>78695116</b>		<b>Pending</b>
<b>CELEBRATION LIGHTS</b>	<b>August 16, 2005</b>	<b>78693778</b>		<b>Pending</b>
<b>THE CARD CONNECTION (LOGO)</b>	<b>July 29, 2002</b>	<b>76435326</b>	<b>3056747</b>	<b>Registered</b>
<b>THE CARD CONNECTION</b>	<b>July 29, 2002</b>	<b>76435367</b>	<b>2907560</b>	<b>Registered</b>
<b>IT'S SO ME</b>	<b>October 27, 2003</b>	<b>76554536</b>	<b>3090680</b>	<b>Registered</b>
<b>3D VELV-ITS!</b>	<b>November 1, 2004</b>	<b>76618840</b>	<b>3096920</b>	<b>Registered</b>
<b>MAGNE-TECH</b>	<b>November 14, 2005</b>	<b>76650247</b>		<b>Pending</b>
<b>GO CREATE</b>	<b>November 14, 2005</b>	<b>76650201</b>		<b>Pending</b>
<b>THINK BOX</b>	<b>March 14, 2006</b>	<b>76656509</b>		<b>Pending</b>
<b>COLOR ZONE</b>	<b>June 2, 2006</b>	<b>76660978</b>		<b>Pending</b>
<b>SPRAY-TECH</b>	<b>November 14, 2005</b>	<b>76650246</b>		<b>Pending</b>

**SCHEDULE D**

**ITU MARKS**

NONE

#2825413 (093193.224)

**TRADEMARK**  
**REEL: 003446 FRAME: 0766**

**TRADEMARK**  
**REEL: 003886 FRAME: 0707**

**RECORDED: 11/12/2008**