

Assignment

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<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Antioch Company, LLC		02/06/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	231 S. LaSalle Street		
<b>Internal Address:</b>	Mail Code: IL1-231-10-41		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3120103	CLARIFEYE	
<b>Registration Number:</b>	3118384	PICFOLIO	
<b>Registration Number:</b>	3055364	JOURNALTOPIA	
<b>Registration Number:</b>	2824139	TITLETOPIA	
<b>Registration Number:</b>	2677665	CM	
<b>Registration Number:</b>	2634593	PRESTIGE	
<b>Registration Number:</b>	2630890	WEBWAY	
<b>Registration Number:</b>	2840654	SNAP	

Registration Number:	2595635	GREAT LENGTHS
Registration Number:	2406481	CM CREATIVE MEMORIES
Registration Number:	2410880	CM CREATIVE MEMORIES
Registration Number:	2381310	FLEX-HINGE
Registration Number:	2288028	PRECIOUS ELEMENT
Registration Number:	2331237	MEMORY KEEPERS
Registration Number:	2554466	MEMORY MATE
Registration Number:	2156978	SHORT CUTS
Registration Number:	2099073	CREATIVE MEMORIES
Registration Number:	1975054	CM
Registration Number:	1979739	CREATIVE MEMORIES
Registration Number:	1700549	THE CREATIVE MEMORIES COLLECTION
Registration Number:	0437930	WEBWAY
Registration Number:	2865228	DONEWITHONE
Registration Number:	2942989	PERSONA
Registration Number:	3028415	POWER
Registration Number:	3194123	CREATIVE MEMORIES
Registration Number:	3194113	CM CREATIVE MEMORIES
Registration Number:	3193731	CM CREATIVE MEMORIES
Serial Number:	78586303	MEMORANZA
Registration Number:	3188080	CREATIVE MEMORIES
Registration Number:	2955600	OUR OWN IMAGE
Registration Number:	3113906	

## CORRESPONDENCE DATA

Fax Number: (214)981-3400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

Assignment

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<b>ATTORNEY DOCKET NUMBER:</b>	17038-30300
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>Signature:</b>	/Dusan Clark/
<b>Date:</b>	02/10/2009
<p><b>Total Attachments: 27</b></p> <p>source=TM Agreement - Admin Agent#page1.tif  source=TM Agreement - Admin Agent#page2.tif  source=TM Agreement - Admin Agent#page3.tif  source=TM Agreement - Admin Agent#page4.tif  source=TM Agreement - Admin Agent#page5.tif  source=TM Agreement - Admin Agent#page6.tif  source=TM Agreement - Admin Agent#page7.tif  source=TM Agreement - Admin Agent#page8.tif  source=TM Agreement - Admin Agent#page9.tif  source=TM Agreement - Admin Agent#page10.tif  source=TM Agreement - Admin Agent#page11.tif  source=TM Agreement - Admin Agent#page12.tif  source=TM Agreement - Admin Agent#page13.tif  source=TM Agreement - Admin Agent#page14.tif  source=TM Agreement - Admin Agent#page15.tif  source=TM Agreement - Admin Agent#page16.tif  source=TM Agreement - Admin Agent#page17.tif  source=TM Agreement - Admin Agent#page18.tif  source=TM Agreement - Admin Agent#page19.tif  source=TM Agreement - Admin Agent#page20.tif  source=TM Agreement - Admin Agent#page21.tif  source=TM Agreement - Admin Agent#page22.tif  source=TM Agreement - Admin Agent#page23.tif  source=TM Agreement - Admin Agent#page24.tif  source=TM Agreement - Admin Agent#page25.tif  source=TM Agreement - Admin Agent#page26.tif  source=TM Agreement - Admin Agent#page27.tif</p>	
<p><b>RECEIPT INFORMATION</b></p> <p><b>ETAS ID:</b> TM135726  <b>Receipt Date:</b> 02/10/2009  <b>Fee Amount:</b> \$790</p>	

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of February 6, 2009 by and between THE ANTIOCH COMPANY, LLC, a Delaware limited liability company (the "Grantor") and BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Administrative Agent") for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

## WITNESSETH:

WHEREAS, the Grantor, the Lenders (as defined in the Credit Agreement), and the Administrative Agent are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations by the Lenders to the Borrower;

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which the Grantor has granted a security interest in substantially all of its assets to the Administrative Agent for the benefit of the Holders of Secured Obligations; and

WHEREAS, the Lenders have required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to the extensions of credit and any other financial accommodations by the Lenders under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Pledge and Security Agreement shall have the meaning specified for such term in the Pledge and Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest, subject to the Administrative Agent's perfection of the security interest, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications (except all "intent to use" trademark applications until such trademarks are registered), service marks, registered service marks and service mark applications (except all "intent to use" service mark applications until such service marks are registered), including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements identified, disclosed to and on file with the Administrative Agent, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent or any Holder of Secured Obligations with respect to the Grantor's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license

agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by the Grantor to the Administrative Agent or any Holder of Secured Obligations is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by the Grantor to the Administrative Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. Restrictions on Future Agreements. The Grantor shall not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement or the other Loan Documents, and the Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity, value or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. The Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on Schedule A include all of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by the Grantor, (b) the Licenses identified, disclosed to and on file with the Administrative Agent include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications (except all "intent to use" trademark applications until such trademarks are registered), trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications (except all "intent to use" service mark applications until such service marks are registered), service mark licenses or service mark renewals whether as licensee or licensor, or (ii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on an annual basis. The Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, material trademark applications (except all "intent to use" trademark applications until such trademarks are registered), material service marks, registered service marks and service mark applications (except all "intent to use" service mark applications until such service marks are registered) of the Grantor, which are Trademarks under paragraph 3 above or under this paragraph 5, and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A, such future trademarks, registered trademarks, trademark applications, service marks and registered service marks and service mark applications.

6. Royalties. The Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 14 or pursuant to the Pledge and Security Agreement after the occurrence of a Default shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or any other Holder of Secured Obligations to the Grantor.

7. Further Assignments. The Grantor agrees (i) subject to Sections 7.3(B) and (C) of the Credit Agreement, not to (a) sell or assign its respective interests in any Trademarks or the Licenses without the prior written consent of the Administrative Agent or (b) grant any license under the Trademarks without providing prompt written notice to the Administrative Agent and (ii) to maintain the quality of the products using such Trademarks or Licenses at a level sufficient to preserve such Trademarks and Licenses consistent with commercially reasonable business practices.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations (other than contingent Secured Obligations) have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Pledge and Security Agreement.

9. Duties of the Grantor. The Grantor shall have the duty, to the extent necessary or otherwise desirable in the normal conduct of the Grantor's business, as determined in the reasonable discretion of the Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks. The Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary or otherwise desirable in the normal conduct of the Grantor's business, as determined in the reasonable discretion of the Grantor, without the prior written consent of the Administrative Agent and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or otherwise desirable, as determined in the Grantor's reasonable discretion, in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all reasonable expenses incurred in

connection therewith shall be for the sole account of the Grantor and shall be added to the Secured Obligations secured hereby.

10. The Administrative Agent's Right to Sue. Following the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney.

(a) Following the occurrence and during the continuance of a Default, the Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Administrative Agent of written notice to the Grantor of the Administrative



Agent's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations (other than contingent Secured Obligations) shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Holders of Secured Obligations under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Administrative Agent, any Holder of Secured Obligations or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Administrative Agent hereunder.

15. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-

possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent or any Holder of Secured Obligations.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

The Antioch Company, LLC, as Grantor

By:   
Name: PAUL ZARBATS  
Title: CFO

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to  
Trademark Security Agreement-  
in favor of Administrative Agent*

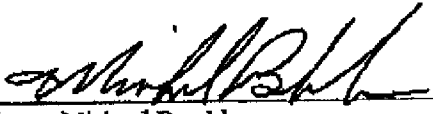
FEB 06 2009 09:27 FR BANK OF AMERICA 312 974 9102 TO 919772069427 P.13

The Antioch Company, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By:   
Name: Michael Brashler  
Title: Vice President

*Signature Page to  
Trademark Security Agreement  
in favor of Administrative Agent*

SCHEDULE A  
to  
Trademark Security Agreement  
Dated as of February 6, 2009

TRADEMARKS AND  
TRADEMARKS AND SERVICE MARK APPLICATIONS

See Attached.

SCHEDULE A




**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**



**I. U.S. TRADEMARKS**

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	OWNER	STATUS
1.	CLARIFEYE <i>Block Letters</i>	16	78675429	7/21/2005	3120105	7/25/2006	THE ANTIOCH COMPANY	REGISTERED
2.	CLARIFEYE PICFOLIO <i>Block Letters</i>	16	78585207	3/11/2005	3118384	7/18/2006	THE ANTIOCH COMPANY	REGISTERED
3.	JOURNALTOPIA <i>Block Letters</i>	16	78571455	2/21/2005	3055364	1/31/2006	THE ANTIOCH COMPANY	REGISTERED
4.	TITLETOPIA	16	78201604	1/9/2003	2824139	3/16/2004	THE ANTIOCH COMPANY	REGISTERED
5.	CM <i>and Design</i>	41	76388392	3/27/2002	2677665	1/21/2003	THE ANTIOCH COMPANY	REGISTERED
6.	PRESTIGE	16	76265241	5/31/2001	2634593	10/15/2002	THE ANTIOCH COMPANY	REGISTERED
7.	WEBWAY	16	76258062	5/15/2001	2630890	10/8/2002	THE ANTIOCH COMPANY	REGISTERED
8.	SNAP <i>Stylized Letters</i>	16	76152478	10/24/2000	2840654	5/11/2004	THE ANTIOCH COMPANY	REGISTERED



**SNAP**

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	OWNER	STATUS
9.	GREAT LENGTHS	16	76132102	9/20/2000	2595635	7/16/2002	THE ANTIOCH COMPANY	REGISTERED
10.	CM CREATIVE MEMORIES and Design	16 42	75922582	2/16/2000	2406481	11/21/2000	THE ANTIOCH COMPANY	REGISTERED
								
11.	CM CREATIVE MEMORIES and Design	16 42	75921198	2/16/2000	2410880	12/5/2000	THE ANTIOCH COMPANY	REGISTERED
								
12.	FLEX-HINGE	16	75796887	9/10/1999	2381310	8/29/2000	THE ANTIOCH COMPANY	REGISTERED
13.	PRECIOUS ELEMENT	16	75583658	11/3/1998	2288028	10/19/1999	THE ANTIOCH COMPANY	REGISTERED
14.	MEMORY KEEPERS	35	75530301	8/4/1998	2331237	3/21/2000	THE ANTIOCH COMPANY	REGISTERED
15.	MEMORY MATE	18	75429119	2/5/1998	2554466	4/2/2002	THE ANTIOCH COMPANY	REGISTERED
16.	SHORT CUTS	16	75315705	6/27/1997	2156978	5/12/1998	THE ANTIOCH COMPANY	REGISTERED
17.	CREATIVE MEMORIES	41	75129354	7/2/1996	2099073	9/23/1997	THE ANTIOCH COMPANY	REGISTERED
18.	CM and Design	16	74698606	7/10/1995	1975054		THE ANTIOCH COMPANY	RENEWED 5/21/2006
								
19.	CREATIVE MEMORIES	16	74698605	7/10/1995	1979739	6/11/1996	THE ANTIOCH COMPANY	RENEWED 6/11/2006
20.	THE CREATIVE MEMORIES COLLECTION	16	74201591	9/9/1991	1700549	7/14/1992	THE ANTIOCH COMPANY	RENEWED 7/14/2002

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	OWNER	STATUS
21.	WEBWAY <i>Stylized Letters</i>	16	71501252	5/1/1946	437930	4/6/1948	THE ANTIOCH COMPANY	RENEWED 4/6/1988
22.	<b>WEBWAY</b>	16	78280352	7/29/2003	2865228	7/20/2004	THE ANTIOCH COMPANY	REGISTERED
23.	DONETHONE	40	78240387	4/22/2003	2942989	4/19/2005	THE ANTIOCH COMPANY	REGISTERED
24.	PERSONA	16	78501824	10/19/2004	3028415	12/13/2005	THE ANTIOCH COMPANY	REGISTERED
25.	POWER	8; 16	78849762	3/30/2006	3194123	1/2/2007	THE ANTIOCH COMPANY	REGISTERED
26.	CREATIVE MEMORIES CM CREATIVE MEMORIES & DESIGN	8; 16	78849196	3/29/2006	3194113	1/2/2007	THE ANTIOCH COMPANY	REGISTERED
27.	 CREATIVE MEMORIES & DESIGN	8	78828173	3/3/2006	3193731	1/2/2007	THE ANTIOCH COMPANY	REGISTERED
28.	 CREATIVE MEMORIES & DESIGN	41	78586303	3/14/2005	3188080	12/19/2006	THE ANTIOCH COMPANY	PENDING
29.	MEMORANZA	9; 35; 40; 41	78751702	2/21/2005	2955660	5/24/2005	THE ANTIOCH COMPANY	REGISTERED
30.	CREATIVE MEMORIES		78219333	2/26/2003	3113906	7/11/2006	THE ANTIOCH COMPANY	REGISTERED
31.	OUR OWN IMAGE OUR OWN IMAGE (DESIGN only)		78543204	1/6/2005			THE ANTIOCH COMPANY	REGISTERED



**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

**II. FOREIGN TRADEMARKS**

Mark	Country	App. No.	Date Filed	Reg. No.	Reg. Date	Owner	Status
CM CREATIVE MEMORIES logo - stacked	AU	1106716	04/03/2006	1106716	10/18/2006	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	AU	1106710	04/03/2006	1106710	11/13/2006	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	AU	839900	06/22/2000	839900	01/25/2001	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	AU	703628	03/04/1996	703628	04/24/1997	The Antioch Company/Creative Memories	Registered
CROP 'TIL YOU DROP	AU	716477	09/02/1996	716477	09/17/1997	The Antioch Company/Creative Memories	Registered
CROPTALK	AU	1040255	02/04/2005	1040255	09/12/2005	The Antioch Company/Creative Memories	Registered
DONEWITHONE	AU	984405	01/09/2004	984405	05/26/2004	The Antioch Company/Creative Memories	Registered
MEMORANZA	AU	1071141	08/22/2005	1071141	04/24/2006	The Antioch Company/Creative Memories	Registered
MEMORY MATE	AU	762357	05/19/1998	762357	11/06/1998	The Antioch Company/Creative Memories	Registered
POWER	AU	1040336	02/04/2005	1040336	03/22/2006	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filed	Reg. No.	Reg. Date	Owner	Status
POWER LAYOUTS	AU	880425	06/26/2001	880425	06/26/2001	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	AU	1040240	02/04/2005	1040240	09/12/2005	The Antioch Company/Creative Memories	Registered
SCRAPPIE	AU	897351	12/06/2001	897351	12/19/2003	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	AU	1040241	02/04/2005	1040241	09/12/2005	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	AU	702644	02/16/1996	702644	04/18/1997	The Antioch Company/Creative Memories	Registered
SHORT CUTS	AU	746173	10/14/1997	746173	10/12/1999	The Antioch Company/Creative Memories	Registered
THANKS TO YOU!	AU	705676	04/02/1996	705676	05/20/1997	The Antioch Company/Creative Memories	Registered
TITLETOPIA	AU	1040259	02/04/2005	1040259	09/12/2005	The Antioch Company/Creative Memories	Registered
PICPOLIO	CA	1,281,265	11/17/2005	TMA683,972	03/19/2007	The Antioch Company/Creative Memories	Registered
POWER	CA	1,248,611	02/25/2005	TMA683,204	03/08/2007	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filed	Reg. No.	Reg. Date	Owner	Status
CREATIVE MEMORIES logo- stacked	CA	1,064,509	06/22/2000	569,100	10/18/2002	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	CA	794,416	10/05/1995	TMA471.783	02/26/1997	The Antioch Company/Creative Memories	Registered
CROP TALK	CA	888,567	08/27/1998	TMA540.993	02/08/2001	The Antioch Company/Creative Memories	Registered
CROP TALK	CA	1,019,709	06/21/1999	TMA540.959	02/08/2001	The Antioch Company/Creative Memories	Registered
CROP 'TIL YOU DROP	CA	822,825	09/10/1996	544,702	11/29/2001	The Antioch Company/Creative Memories	Registered
DONEWITHOIME	CA	1,203,027	01/09/2004	632,442	02/09/2005	The Antioch Company/Creative Memories	Registered
FAST FORMULAS	CA	1,004,549	02/09/1999	TMA533.174	09/22/2000	The Antioch Company/Creative Memories	Registered
FLEX-HINGE	CA	1,042,896	01/17/2000	556,518	01/17/2002	The Antioch Company/Creative Memories	Registered
GREAT LENGTHS	CA	1,074,869	09/15/2000	591,294	10/01/2003	The Antioch Company/Creative Memories	Registered
MEMORY KEEPERS	CA	1,089,332	01/17/2001	570,959	11/20/2002	The Antioch Company/Creative Memories	Registered

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MEMORY MATE	CA	878,611	05/19/1998	583,039	06/04/2003	The Antioch Company/Creative Memories	Registered
PERSONA	CA	1,189,066	08/29/2003	640,349	05/25/2005	The Antioch Company/Creative Memories	Registered
PLACEKEEPER	CA	1,001,286	01/07/1999	TMA538.515	12/11/2000	The Antioch Company	Registered
POWER LAYOUTS	CA	1,098,544	04/04/2001	583,782	06/13/2003	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	CA	1,008,041	03/09/1999	TMA535.879	10/26/2000	The Antioch Company/Creative Memories	Registered
PRESS-N-STICK	CA	1,087,381	12/27/2000	573,527	01/14/2003	The Antioch Company	Registered
SCRIPT CM LOGO	CA	1,248,613	02/25/2005	660,346	03/07/2006	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	CA	794,415	10/05/1995	TMA471.395	02/20/1997	The Antioch Company/Creative Memories	Registered
SHORT CUTS	CA	858,561	10/14/1997	TMA508.577	02/26/1999	The Antioch Company/Creative Memories	Registered
SNAP	CA	1,100,909	04/24/2001	633,476	02/22/2005	The Antioch Company/Creative Memories	Registered
THANKS TO YOU!	CA	810,146	04/17/1996	TMA499.070	08/24/1998	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filed	Reg. no.	Reg. Date	Owner	Status
TITETOPIA	CA	1,248,610	02/25/2005	659,817	02/28/2006	The Antioch Company/Creative Memories	Registered
WEBWAY	CA	281 215	03/23/1964	TMA137,650	10/09/1964	The Antioch Company	Registered
CM CREATIVE MEMORIES logo - Side by Side	DE	300 49 624.9	07/04/2000	300 49 624	05/03/2001	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - stacked	DE	300 49 626.5	07/04/2000	300 49 626	05/03/2001	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	EU	005301486	09/07/2006	005301486	08/03/2007	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	EU	003497021	10/30/2003	003497021	01/04/2005	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - stacked	EU	003497071	10/30/2003	003497071	04/27/2005	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	EU	004259107	02/25/2005	004259107	06/27/2006	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	EU	20248	04/01/1996	20248	05/01/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	EU	00562090	06/23/1997	00562090	01/08/1999	The Antioch Company/Creative Memories	Registered
DONEWITHONE	EU	003605763	01/09/2004	003605763	03/03/2005	The Antioch Company/Creative Memories	Registered

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MEMORANZA	EU	004556726	08/24/2005	004556726	06/28/2006	The Antioch Company/Creative Memories	Registered
MEMORY MATE	EU	004240453	02/17/2005	004240453	02/09/2006	The Antioch Company/Creative Memories	Registered
POWER	EU	004242095	02/17/2005	004242095	01/31/2006	The Antioch Company/Creative Memories	Registered
POWER LAYOUTS	EU	002275428	06/26/2001	002275428	01/27/2003	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	EU	004241592	02/17/2005	004241592	03/09/2006	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	EU	003497096	10/30/2003	003497096	01/04/2005	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	EU	20230	04/01/1996	20230	01/05/1998	The Antioch Company/Creative Memories	Registered
SHORT CUTS	EU	004241998	02/17/2005	004241998	02/02/2006	The Antioch Company/Creative Memories	Registered
THANKS TO YOU!	EU	183434	04/01/1996	000183434	01/27/1999	The Antioch Company/Creative Memories	Registered
TITLETOPIA	EU	004241659	02/17/2005	004241659	01/30/2006	The Antioch Company/Creative Memories	Registered
WEBWAY	GB	1,508,441	08/03/1992	1,508,441	08/23/1993	The Antioch Company	Registered

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CREATIVE MEMORIES	HK	12314/1997	08/27/1997	2000B13541AA	10/12/2000	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	HK	12313/97	08/27/1997	2000B13541AA	10/12/2000	The Antioch Company/Creative Memories	Registered
Script CM Logo	HK	12312/1997	08/27/1997	1998B11870	08/27/1997	The Antioch Company/Creative Memories	Registered
MEMORANZA	JP	2005-78442	08/23/2005	4967935	07/07/2006	The Antioch Company/Creative Memories	Registered
TITLETOPIA	JP	2005-12544	02/16/2005	952461	05/12/2006	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	JP	9-134808	07/04/1997	4250167	03/12/1999	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	JP	9-134807	07/04/1997	4386381	05/26/2000	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	JP	9-110641	04/24/1997	4,223,257	12/18/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES IN KATAKANA	JP	2003-31697	04/18/2003	4731212	12/05/2003	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	JP	10-106146	12/10/1998	4326130	10/15/1999	The Antioch Company/Creative Memories	Registered

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SCRIPT CM LOGO	JP	9-110643	04/24/1997	4223670	12/18/1998	The Antioch Com pany/Creative Memories	Registered
SCRIPT CM LOGO	JP	2005-12343	02/16/2005	4885575	08/05/2005	The Antioch Company/Creative Memories	Registered
SHORT CUTS	JP	2000-121123	01/08/2000	4781385	06/25/2004	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo- stacked	MX	627078	10/29/2003	821946	02/25/2004	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo- stacked	MX	627077	10/29/2003	820362	02/03/2004	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	MX	627079	10/29/2003	817346	12/15/2003	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	MX	281706	12/06/1996	570058	02/13/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES POWER	MX	733212	08/10/2005	902646	09/29/2005	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	AU	1106713	04/03/2006	1106713	11/13/2006	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo- stacked	AU	839901	06/22/2000	839901	01/25/2001	The Antioch Company/Creative Memories	Registered



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CREATIVE MEMORIES	AU	737211	06/19/1997	737211	04/09/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	CA	1,248,612	02/25/2005	TMA688,301	5/25/2007	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	CA	1,064,508	06/22/2000	569,099	10/18/2002	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	EU	005301072	09/07/2006	005301072	07/11/2007	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - stacked	EU	005291422	09/04/2006	005291422	07/11/2007	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	GB	2237444	06/28/2000	2237444	06/28/2000	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - stacked	GB	2237561	06/28/2000	2237561	01/05/2001	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	MX	627074	10/29/2003	821120	02/17/2004	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	MX	627075	10/29/2003	821945	02/25/2004	The Antioch Company/Creative Memories	Registered
MEMORANZA	MX	735588	08/23/2005	909041	11/22/2005	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filled	Reg. no.	Reg. Date	Owner	Status
MEMORY MATE	MX	703727	02/23/2005	876852	04/20/2005	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	MX	703728	02/23/2005	876853	04/20/2005	The Antioch Company/Creative Memories	Registered
PRECORTES DE SIMPLEZA (Spanish version)	MX	704741	03/01/2005	885250	06/13/2005	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	MX	240099	08/15/1995	507096	10/17/1995	The Antioch Company/Creative Memories	Registered
Script CM Logo	MX	627076	10/29/2003	831261	04/20/2004	The Antioch Company/Creative Memories	Registered
SHORT CUTS	MX	704740	03/01/2005	920523	02/23/2006	The Antioch Company/Creative Memories	Registered
TITLETOPIA	MX	703729	02/23/2005	916208	01/24/2006	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo Side by Side	NZ	745739	04/03/2006			The Antioch Company/Creative Memories	Pending
CM CREATIVE MEMORIES logo stacked	NZ	745740	04/03/2006	745740	04/03/2006	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	NZ	745738	03/30/2006	745738	3/30/2006	The Antioch Company/Creative Memories	Registered

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CM CREATIVE MEMORIES logo - Side by Side	NZ	617289	06/21/2000	617289	12/21/2000	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo Side by Side	NZ	617290	06/21/2000	617290	01/11/2001	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo- stacked	NZ	617288	06/21/2000	617288	01/11/2001	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo- stacked	NZ	617287	06/21/2000	617287	12/21/2000	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	NZ	272310	02/03/1997	272310	07/15/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	NZ	272315	02/03/1997	272315	06/15/1998	The Antioch Company/Creative Memories	Registered
CROP 'TIL YOU DROP	NZ	272052	01/27/1997	272052	01/27/1997	The Antioch Company/Creative Memories	Registered
CROPTALK	NZ	724846	02/07/2005	724846	02/07/2005	The Antioch Company/Creative Memories	Registered
MEMORANZA	NZ	734520	03/14/2005	734520		The Antioch Company/Creative Memories	Registered
MEMORY MATE	NZ	724842	02/07/2005	724842	02/07/2005	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filed	Reg. no.	Reg. Date	Owner	Status
POWER	NZ	724847	10/19/2004	724847	10/19/2004	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	NZ	724843	02/07/2005	724843	08/11/2005	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	NZ	272311	02/03/1997	272311	02/03/1997	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	NZ	702129	09/25/2003	702129	09/25/2003	The Antioch Company/Creative Memories	Registered
SHORT CUTS	NZ	283403	06/27/1997	283403	10/28/1998	The Antioch Company/Creative Memories	Registered
THANKS TO YOU!	NZ	272313	02/03/1997	272313	09/09/1998	The Antioch Company/Creative Memories	Registered
TITLETOPIA	NZ	724845	02/07/2005	724845	08/11/2005	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	SG	S/10581/97	01/15/1999	T97/10581H	01/15/1999	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES in Chinese Characters	TW	92029071	05/01/2003	01082240	01/16/2004	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	TW	92057035	09/25/2003	1105087	06/01/2004	The Antioch Company/Creative Memories	Registered

Mark	Country	App. No.	Date Filed	Reg. No.	Reg. Date	Owner	Status
CM CREATIVE MEMORIES logo - Side by Side	ZA	2003102195	02/06/2003	2003102195	02/06/2003	The Antioch Company/Creative Memories	Registered
CM CREATIVE MEMORIES logo - Side by Side	ZA	2003102194	02/06/2003	2003102194	02/06/2003	The Antioch Company/Creative Memories	Registered
CM Script Logo	ZA	2003102196	02/06/2003			The Antioch Company/Creative Memories	Pending
MEMORANZA	ZA	2005117126	08/19/2005			The Antioch Company/Creative Memories	Pending
MEMORY MATE	ZA	2005102350	02/07/2005	2005/02350	02/07/2005	The Antioch Company/Creative Memories	Registered
PRECIOUS ELEMENT	ZA	2005102351	02/07/2005	2005/02351	02/07/2005	The Antioch Company/Creative Memories	Registered
SHORT CUTS	ZA	2005102352	02/07/2005	2005/02352	02/07/2005	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	ZA	98/00502	01/15/1998	98/00502	01/15/1998	The Antioch Company/Creative Memories	Registered
CREATIVE MEMORIES	ZA	98/00505	01/15/1998	98/00505	09/03/2001	The Antioch Company/Creative Memories	Registered
SCRIPT CM LOGO	ZA	98/00503	01/15/1998	98/00503	05/03/2001	The Antioch Company/Creative Memories	Registered