

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AGC LLC		04/17/2009	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

Name:	Schurman Fine Papers
Doing Business As:	DBA Papyrus
Street Address:	500 Chadbourne Road, Caller Box 6030
City:	Fairfield
State/Country:	CALIFORNIA
Postal Code:	94533
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1159571	PAPYRUS
Registration Number:	1178636	FOR A CARD THAT'S A GIFT
Registration Number:	1514144	PAPYRUS FOR A CARD THAT'S A GIFT
Registration Number:	1514145	
Registration Number:	1972557	THE ART OF SOCIAL EXPRESSION
Registration Number:	2364138	PAPYRUS
Registration Number:	2786437	CHELSEAPAPER.COM
Registration Number:	2875704	CHELSEA NOTES
Registration Number:	3240635	
Registration Number:	3235090	
Registration Number:	3199759	PAPYRUS
Registration Number:	3390782	PAPYRUS
Registration Number:	3380270	PAPYRUSONLINE.COM

CH \$365.00 1159571

**900132182**

**TRADEMARK  
 REEL: 003973 FRAME: 0227**

Registration Number:	3235089	THE JOY OF EVERYDAY
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**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216/586-7778  
Email: skoston@jonesday.com  
Correspondent Name: Scott W. Hackwelder, Esq.  
Address Line 1: Jones Day, North Point, 901 Lakeside Ave  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	115500-665006/SK
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NAME OF SUBMITTER:	Scott W. Hackwelder, Esq.
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Signature:	/Scott W. Hackwelder/
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Date:	04/21/2009
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Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2009 (this "Agreement"), is made by and between AGC, LLC, an Ohio limited liability company (the "Grantor"), in favor of SCHURMAN FINE PAPERS, d/b/a Papyrus, a California corporation ("Papyrus").

### WITNESSETH:

WHEREAS, pursuant to the Trademark Licensing Agreement, dated as of the date hereof (the "Licensing Agreement"), by and among the Grantor, American Greetings Corporation and Papyrus, the Grantor has granted Papyrus a right and license to use the Papyrus Marks (as defined in the Licensing Agreement), subject to the limitations set forth in the Licensing Agreement;

WHEREAS, in connection with the Licensing Agreement, the Grantor has agreed to execute and deliver this Agreement and to grant to Papyrus a security interest in the Trademark Collateral (as defined below) solely for the purpose set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Papyrus, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Licensing Agreement. The following terms used herein shall have the following meaning:

"AG Credit Agreement" shall mean that certain Credit Agreement, dated as of April 4, 2006, by and among Lender, the foreign subsidiaries of Lender from time to time party thereto, the lenders from time to time party thereto, National City Bank, as global administrative agent, and the other agents party thereto, as the same may be from time to time modified, amended, restated or supplemented, and any renewal, extension or refinancing thereof.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, as in effect from time to time.

"Insolvency Event" shall mean, with respect to any Person, (i) the commencement of a voluntary case by such Person under the Bankruptcy Code or the seeking of relief by such Person under any bankruptcy or insolvency or analogous law in any jurisdiction outside of the United States; (ii) the commencement of an involuntary case against such Person under the Bankruptcy Code and the petition is not controverted within 10 days, or is not dismissed within 60 days, after commencement of the case; (iii) a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of such Person; (iv) such Person commences (including by way of applying for or consenting to the appointment of, or the taking of possession by, a rehabilitator, receiver, custodian, trustee, conservator or liquidator (collectively, a "conservator") of such Person or all or any substantial portion of its property) any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation, rehabilitation, conservatorship or similar law of any

jurisdiction whether now or hereafter in effect relating to such Person; (v) any such proceeding of the type set forth in clause (iv) above is commenced against such Person to the extent such proceeding is consented to by such Person or remains undismissed for a period of 60 days; (vi) such Person is adjudicated insolvent or bankrupt; (vii) any order of relief or other order approving any such case or proceeding is entered; (viii) such Person suffers any appointment of any conservator or the like for it or any substantial part of its property that continues undischarged or unstayed for a period of 60 days; (ix) such Person makes a general assignment for the benefit of creditors or generally does not pay its debts as such debts become due; or (x) any corporate (or similar organizational) action is taken by such Person for the purpose of effecting any of the foregoing.

“Person” shall mean natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“PTO” shall mean the United States Patent and Trademark Office.

“Secured Obligations” shall mean any actual damages of Papyrus arising from the rejection, pursuant to section 365 of the Bankruptcy Code, of the Licensing Agreement by the Grantor in any proceedings commenced by or against it under the Bankruptcy Code.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2 hereof.

“UCC” shall mean the Uniform Commercial Code, as in effect in the State of New York from time to time.

SECTION 2. Grant of Security Interest. As of the date hereof and until this Agreement is terminated pursuant to Section 6 hereof, Grantor hereby grants a security interest in favor of Papyrus, in and to the following and all proceeds thereof to secure the Secured Obligations:

(a) All of Grantor’s right, title and interest in and to the service marks, trademarks, trade names and trade dress set forth on Schedule I annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such marks, trademarks, trade names or trade dress;

(b) all renewals of any of the foregoing;

(c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(d) the right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(e) all of the Grantor’s rights corresponding to any of the foregoing throughout the world.

All of the foregoing marks, trademarks, service marks, trade name and trade dress described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the “Trademark Collateral.”

SECTION 3. Representation and Warrants. The Grantor represents and warrants to Papyrus as follows:

(a) Title and Authority. To Grantor’s knowledge, the Grantor has authority to grant to Papyrus the security interest in such Trademark Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) Validity of Security Interest. The security interest granted by the Grantor constitutes a legal and valid security interest in all of the Trademark Collateral, securing the payment and performance of the Secured Obligations.

SECTION 4. Covenants. Subject to Grantor’s commercially reasonable judgment under the circumstances in each case, the Grantor shall take reasonable steps, at its own expense, to process documents required by the Trademark Act of 1946, 15 U.S.C. §§1051 et seq., as amended, to maintain trademark registration.

SECTION 5. Right to Exercise. Upon the occurrence and during the continuance of an Insolvency Event in respect of the Grantor, Papyrus shall have the rights as a secured creditor under the UCC or under applicable law to exercise its rights under this Agreement.

SECTION 6. Termination. This Agreement shall automatically terminate upon the termination of the Licensing Agreement. Upon the termination of this Agreement, the security interest granted herein shall automatically terminate. Upon such termination, Papyrus will, at its sole expense, promptly return all of the Trademark Collateral held by Papyrus hereunder, and execute and deliver to the Grantor such documents and releases as the Grantor shall reasonably request to evidence such termination.

SECTION 7. Intercreditor Agreement. Papyrus agrees and covenants that upon the written request of the Collateral Agent (as defined in the AG Credit Agreement) it will enter into an intercreditor agreement with the Collateral Agent (as defined in the AG Credit Agreement) regarding the relative priority of the security interest granted hereunder and the Liens (as defined in the AG Credit Agreement) created under the Loan Documents (as defined in the AG Credit Agreement).

SECTION 8. Governing Law. **THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF OHIO.**

SECTION 9. Severability. The provisions of this Agreement are severable, and, 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 thereof, 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.

SECTION 10. Modifications; Counterparts. This Agreement may be amended or modified only by a writing signed by the Grantor and Papyrus. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart.

SECTION 11. Successors and Assigns. This Agreement shall be binding upon the Grantor and the Grantor's successors and assigns and shall inure to the benefit of, be enforceable and exercisable by, and be binding upon, Papyrus, and Papyrus' successors and assigns.

SECTION 12. Notice. All notices, requests, demands and other communications provided for hereunder shall be given as provided in Section 7.07 of the Licensing Agreement.

SECTION 13. Entire Agreement. This Agreement and the Licensing Agreement represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among the parties. There are no unwritten oral agreements among the parties.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

AGC, LLC

By: Zar Weisz

Name:

Title:

SCHURMAN FINE PAPERS, d/b/a Papyrus

By: \_\_\_\_\_

Name:

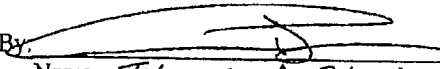
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

AGC, LLC

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

SCHURMAN FINE PAPERS, d/b/a Papyrus

By:   
Name: THOMAS A. STRAW  
Title: CFO



**SCHEDULE I**

<b>Trademark</b>	<b>Status</b>	<b>Place of Registration</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>
PAPYRUS	Renewed	US	42	1159571	6/30/1981
FOR A CARD THAT'S A GIFT	Renewed	US	42	1178636	11/17/1981
PAPYRUS FOR A CARD THAT'S A GIFT (Circle with flower)	Registered	US	42	1514144	11/22/1988
FOR A CARD THAT'S A GIFT	Registered	California	42	9456	3/19/1980
MISCELLANEOUS - Design (Circle with Flower)	Registered	US	42	1514145	11/22/1988
THE ART OF SOCIAL EXPRESSION	Registered	US	16	1972557	5/7/1996
PAPYRUS & DESIGN	Registered	US	35	2364138	7/4/2000
CHELSEAPAPER.COM&DESIGN	Registered	US	35, 42	2786437	11/25/2003
CHELSEA NOTES	Registered	US	16	2875704	8/17/2004
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	16	3240635	5/8/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	35	3235090	4/24/2007
PAPYRUS	Registered	California	42	8976	12/3/1979
PAPYRUS	Registered	US	16	3199759	1/16/2007
PAPYRUS (in White) with Hummingbird (in Pink) and Brown Background	Registered	US	04, 16, 20, 35	3390782	3/4/2008
PAPYRUSONLINE.COM	Registered	US	16, 35	3380270	2/12/2008
THE JOY OF EVERYDAY	Registered	US	35	3235089	4/24/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	No classes (Class 16 equivalent)	TMA733303	1/27/2009
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	No classes (Class 35 equivalent)	TMA733304	1/27/2009
PAPYRUS	Allowed	Canada	No classes (Class 16 equivalent)	N/A	N/A