

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Wholesale Trademark Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shurman Fine Papers and 644064 N.B. INC.		04/17/2009	California Corporation and New Brunswick Coporation:

**RECEIVING PARTY DATA**

Name:	AGC LLC
Street Address:	One American Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44144
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**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:	3199759	PAPYRUS
Registration Number:	3235089	THE JOY OF EVERYDAY
Registration Number:	3235090	
Registration Number:	3240635	
Registration Number:	3380270	PAPYRUSONLINE.COM

CH \$365.00 1159571

Registration Number:

3390782

PAPYRUS

**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

NAME OF SUBMITTER:

Scott W. Hackwelder, Esq.

Signature:

/Scott W. Hackwelder/

Date:

04/21/2009

Total Attachments: 11

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**WHOLESALE TRADEMARK ASSIGNMENT AGREEMENT**

THIS WHOLESALE TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of April 17, 2009, is made by and between Schurman Fine Papers, a California corporation ("**Bear U.S.**"), 644064 N.B. INC., a New Brunswick corporation ("**Bear Canada**") and, together with Bear U.S., "**Assignors**"), and AGC, LLC., a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignors and Assignee are parties to that certain Purchase and Sale Agreement, dated as of April 17, 2009 (the "**Purchase Agreement**") by and among Bear U.S., Bear Canada, Assignee, Carlton Cards Retail, Inc., a Connecticut corporation ("**Buckeye U.S.**"), Carlton Cards Limited, a Canada Business Corporations Act corporation ("**Buckeye Canada**") and, together with Buckeye U.S. and Assignee, the "**Buckeye Group**"), and American Greetings Corporation, an Ohio corporation, pursuant to which Bear U.S. has agreed to sell and to cause each other relevant member of Assignors to sell, and the Buckeye Group has agreed to purchase, the Wholesale Purchased Assets;

WHEREAS, Assignors are the owners of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on **Annex A** or that otherwise constitute Wholesale Purchased Assets under the Purchase Agreement (all of the foregoing, collectively, the "**Trademarks**") and the goodwill associated with all of the foregoing;

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, capitalized terms used herein without definition shall have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignors hereby irrevocably sell, assign, transfer, convey, deliver and set over to Assignee, and its successors, assigns and other legal representatives, all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

The scope, nature and extent of this Assignment is expressly set forth in the Purchase Agreement. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any ambiguity, conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control. This Agreement is executed and delivered pursuant to the Purchase Agreement.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

This Assignment may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Assignment shall be deemed to be the delivery of an original counterpart of this Assignment.

**[Signature pages follow this page.]**

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first above written.

SCHURMAN FINE PAPERS

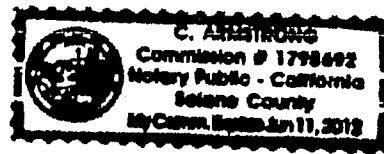
By: *Dominique Schurman*  
Name: Dominique Schurman  
Title: President & CEO

STATE OF California  
COUNTY OF Solano

SS:

On this 16<sup>th</sup> day of April, 2009 personally appeared before me Dominique Schurman known to me to be CEO/President of Schurman Fine Papers, who acknowledged that he or she signed this instrument as a free act on behalf of Schurman Fine Papers.

*C. Armstrong*  
Notary Public:  
My commission expires:



(Signature Page to Wholesale Trademark Assignment Agreement)

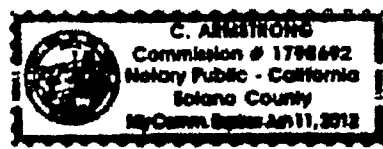
644064 N.B. INC.

By: *Dominique Schurman*  
Name: Dominique Schurman  
Title: President

STATE OF California  
COUNTY OF Solano SS:

On this 16<sup>th</sup> day of April, 2009 personally appeared before me Dominique Schurman known to me to be President of 644064 N.B. INC., who acknowledged that he or she signed this instrument as a free act on behalf of 644064 N.B. INC.

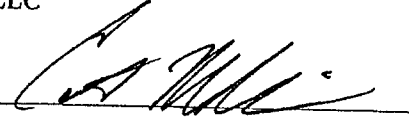
*C. Armstrong*  
Notary Public:  
My commission expires:



(Signature Page to Wholesale Trademark Assignment Agreement)

AGC, LLC

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



STATE OF Ohio  
COUNTY OF Cuyahoga ss:

On this 17<sup>th</sup> day of April, 2009 personally appeared before me Cathy K. Bone, known to me to be the owner of AGC, LLC, who acknowledged that he or she signed this instrument as a free act on behalf of AGC, LLC.



Notary Public:  
My commission expires:



**Brendan J. McCarthy**  
**Notary Public-State of Ohio**  
**My commission has no expiration date.**

(Signature Page to Wholesale Trademark Assignment Agreement)

**Annex A**

**Trademarks**

See attached.



ANNEX A TRADEMARKS

**UNITED STATES**

<b>Trademark</b>	<b>Status</b>	<b>Place of Registration</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
PAPYRUS	Renewed	US	73240229	1159571	6/30/1981
FOR A CARD THAT'S A GIFT	Renewed	US	73253848	1178636	11/17/1981
PAPYRUS FOR A CARD THAT'S A GIFT (Circle with flower)	Registered	US	73717327	1514144	11/22/1988
MISCELLANEOUS - Design (Circle with flower)	Registered	US	73717328	1514145	11/22/1988
THE ART OF SOCIAL EXPRESSION	Registered	US	74630587	1972557	5/7/1996
PAPYRUS & DESIGN (Circle with flower)	Registered	US	75642167	2364138	7/4/2000
CHELSEAPAPER.COM & Design	Registered	US	78171934	2786437	11/25/2003
CHELSEA NOTES	Registered	US	78230972	2875704	8/17/2004
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	78671678	3240635	5/8/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	78671703	3235090	4/24/2007
PAPYRUS	Registered	US	78671692	3199759	1/16/2007
PAPYRUS (in White) with Hummingbird (in Pink) and Brown Background	Registered	US	77059668	3390782	3/4/2008
PAPYRUSONLINE.COM	Registered	US	77060659	3380270	2/12/2008
THE JOY OF EVERYDAY	Registered	US	78671689	3235089	4/24/2007

ANNEX A TRADEMARKS

CALIFORNIA

Trademark	Status	Place of Registration	Application Number	Registration Number	Registration Date
FOR A CARD THAT'S A GIFT	Registered	California		9456	3/19/1980
PAPYRUS	Registered	California		8976	12/3/1979

ANNEX A TRADEMARKS

CANADA

<b>Trademark</b>	<b>Status</b>	<b>Place of Registration</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	1286989	TMA733303	1/27/2009
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	1286988	TMA733304	1/27/2009
PAPYRUS	Registered	Canada	1272947	TMA737778	4/8/2009

ANNEX A TRADEMARKS

CHINA

Trademark	Status	Place of Registration	Application Number	Registration Number	Application/Registration Date
MISCELLANEOUS DESIGN (Hummingbird)	Pending	China	6131615	N/A	6/26/2007
PAPYRUS	Pending	China	6131614	N/A	6/26/2007

ANNEX A TRADEMARKS

**HONG KONG**

<b>Trademark</b>	<b>Status</b>	<b>Place of Registration</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Hong Kong	300564408	300564408	1/13/2006
PAPYRUS	Registered	Hong Kong	200111998	2002B11522	9/3/2002
PAPYRUS	Registered	Hong Kong	200111997	2002B12117	9/16/2002
PAPYRUS	Registered	Hong Kong	300495667	300495667	2/9/2006
PAPYRUS FOR A CARD THAT'S A GIFT (Circle with flower)	Registered	Hong Kong	9413728	1988B02887	3/26/1998