

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recycled Paper Greetings, Inc.		03/09/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	National City Bank, as collateral agent
Street Address:	629 Euclid Avenue
Internal Address:	Locator 01-3028
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1067684	ANIMAL FARM
Registration Number:	2724593	RECYCLED.COM
Registration Number:	1830936	RECYCLED PAPER GREETINGS
Registration Number:	1815545	RECYCLED PAPER GREETINGS
Registration Number:	1653076	SIMPLY SAID
Registration Number:	1692886	TOMATO CARDS
Registration Number:	1797811	TOMATO CARDS
Registration Number:	1290991	WORKS OF HEART
Registration Number:	1762773	WORKS OF HEART
Registration Number:	1624168	ROCS

CORRESPONDENCE DATA

Fax Number: (214)969-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900139546

**TRADEMARK
 REEL: 004032 FRAME: 0116**

CH \$265.00 1067684

Phone: (214)969-4864
Email: mcmullen@jonesday.com
Correspondent Name: Michelle McMullen, Jones Day
Address Line 1: 2727 North Harwood Street
Address Line 4: Dallas, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:	879047121004
NAME OF SUBMITTER:	Michelle McMullen
Signature:	/michelle mcmullen/
Date:	07/27/2009

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of March 9, 2009 (“Agreement”), between RECYCLED PAPER GREETINGS, INC., an Illinois corporation (together with its successors and assigns, the “Assignor”), and NATIONAL CITY BANK, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among American Greetings Corporation, an Ohio corporation (together with its successors and assigns, the “Borrower”), the Foreign Subsidiary Borrowers (as defined therein) party thereto, the lenders from time to time party thereto (the “Lenders”), National City Bank, as the Global Agent, Collateral Agent, joint lead arranger, joint bookrunner, Swing Line Lender and LC Issuer, UBS Securities LLC, as joint lead arranger, joint bookrunner and Syndication Agent, and KeyBank National Association, JPMorgan Chase Bank, N.A., and LaSalle Bank National Association, as Co-Documentation Agents.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

RECYCLED PAPER GREETINGS, INC.

By: _____
Name:
Title:

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral
Agent

By:  _____
Name: Robert S. Coleman
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

RECYCLED PAPER GREETINGS, INC.

By: Greg M. Steib
Name: Gregory M. Steinberg
Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral
Agent

By: _____
Name:
Title:

Schedule A
to Collateral Assignment of
Trademarks

See attached.

SCHEDULE A

Copyrights:

See attached schedule.

Trademarks:

Mark	Registration Number	Date Registered/Filed	Owner/Applicant
Animal Farm	1,067,684	June 14, 1977	Recycled Paper Greetings, Inc.
Recycled.com	2,724,593	June 10, 2003	Recycled Paper Greetings, Inc.
Recycled Paper Greetings (with symbol)	1,830,936	April 12, 1994	Recycled Paper Greetings, Inc.
Recycled Paper Greetings	1,815,545	January 4, 1994	Recycled Paper Greetings, Inc.
Simply Said	1,653,076	September 20, 1990	Recycled Paper Greetings, Inc.
Tomato Cards	1,692,886	June 9, 1992	Recycled Paper Greetings, Inc.
Tomato Cards (with Symbol)	1,797,811	October 12, 1993	Recycled Paper Greetings, Inc.
Works of Heart	1,290,991	August 21, 1984	Recycled Paper Greetings, Inc.
Works of Heart (in script font)	1,762,773	April 6, 1993	Recycled Paper Greetings, Inc.
ROCS (and design)	1,624,168	March 3, 1988	Recycled Paper Greetings, Inc.