

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Making Memories Wholesale, Inc.		08/21/2009	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent
Street Address:	280 Park Avenue
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2908394	BE INSPIRED
Registration Number:	2910582	BE INSPIRED
Registration Number:	2718763	M MAKINGMEMORIES
Registration Number:	2910583	MAKINGMEMORIES
Registration Number:	2906325	SNAPS
Registration Number:	2945994	PAGE PEBBLES
Registration Number:	2947772	DOUBLE DIPPED
Registration Number:	3034179	MAKINGMEMORIES
Registration Number:	3236119	CHARMED
Registration Number:	3175962	M
Serial Number:	77736345	MS+
Serial Number:	78310541	M
Serial Number:	78266358	DETAILS

OP \$390.00 2908394

Serial Number:	78310493	DETAILS
Registration Number:	2316341	TWISTEL

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon McGuire
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	08/24/2009

Total Attachments: 6
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of August 21, 2009, and is entered into by **MAKING MEMORIES WHOLESALE, INC.**, a Utah corporation (the "Assignor"), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation, in its capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"), as each term is defined in the Credit Agreement (as defined below).

WHEREAS, pursuant to that Amended and Restated Credit Agreement, dated as of August 21, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Making Memories Wholesale, Inc., a Utah corporation (the "Borrower"), MMW Holdings Corp., a Delaware corporation ("Holdco"), the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), and Ares Capital Corporation, a Maryland corporation, as administrative agent (in such capacity, the "Administrative Agent"), the Secured Parties have agreed to make certain extensions of credit to or for the Borrower in the amounts and manner set forth in the Credit Agreement and the other Loan Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of August 21, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "Collateral", as defined in the Security Agreement.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of the Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

WHEREAS, Assignor and Assignee previously entered into that certain Trademark Security Agreement, dated as of May 6, 2005 (as amended, the "Original Trademark Security Agreement").

WHEREAS, Assignor and Assignee wish to continue and confirm the grants of security interests by the Assignor in favor of the Assignee for the benefit of the Secured Parties as set forth in the Original Trademark Security Agreement.

WHEREAS, the Assignor and the Assignee now wish to amend and restate the Original Trademark Security Agreement for the benefit of the Secured Parties as herein provided, which shall supersede the Original Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured Parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, each Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of each Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedule A hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; provided, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

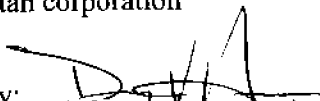
This Trademark Security Agreement amends, restates, supersedes and replaces the Original Trademark Security Agreement. Nothing herein contained shall be construed as a novation of the obligations outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Security Agreement shall be construed as a release or other discharge of Assignor under the Original Trademark Security Agreement.

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IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

MAKING MEMORIES WHOLESALE, INC., a
Utah corporation

By: 
Name: Danny V. Hansen
Title: President / CFO

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK

REEL: 004050 FRAME: 0529

ASSIGNEE:
ARES CAPITAL CORPORATION, as
Administrative Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Pending and Registered United States Trademarks			
Trademark	Registration or Application Number	File Date/ Registration Date (if applicable)	Status
BE INSPIRED	2,908,394	June 24, 2003/December 7, 2004	Registered
BE INSPIRED	2,910,582	June 24, 2003/December 14, 2004	Registered
M MAKING MEMORIES (and Design)	2,718,763	January 28, 2002/May 27, 2003	Registered
MAKINGMEMORIES	2,910,583	June 24, 2003/December 14, 2004	Registered
SNAPS	2,906,325	May 27, 2003/November 30, 2004	Registered
PAGE PEBBLES	2,945,994	November 18, 2003/May 3, 2005	Registered
DOUBLE DIPPED	2,947,772	October 7, 2003/May 10, 2005	Registered
MAKINGMEMORIES	3,034,179	June 24, 2003/December 27, 2005	Registered
CHARMED	3,236,119	October 6, 2005/May 1, 2007	Registered
M (and Design)	3,175,962	October 7, 2003/November 28, 2006	Registered
MS+	77/736,345	May 13, 2009	Pending
M (and Design)	78/310,541	October 7, 2003	Abandoned
DETAILS	78/266,358	June 24, 2003	Abandoned
DETAILS (and Design)	78/310,493	October 7, 2003	Abandoned
TWISTEL	2,316,341	February 8, 2000	Abandoned

State Trademarks				
Trademark	State	File No.	File Date	Status
Making Memories and design	Utah	5049439	January 14, 2002	Registered