TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hoffmaster Group, Inc.		06/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NexBank, SSB, as Collateral Agent
Street Address:	13455 Noel Road
Internal Address:	22nd Floor,, Attention: Jeff Scott
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	1530906	AMERICAN
Registration Number:	0781586	AMERICAN
Registration Number:	0783224	AMERICAN
Registration Number:	2669004	BETTER THAN LINEN
Registration Number:	2669005	BETTER THAN LINEN
Registration Number:	2672114	BETTER THAN LINEN
Registration Number:	0734939	BROOKLACE
Registration Number:	3308909	CATERWRAP
Registration Number:	3737574	CATERWRAP
Registration Number:	2404409	CELLUTEX
Registration Number:	3299737	CHANGING SPACES
Registration Number:	1962108	COLOR ME
Registration Number:	3021470	CRAFTMASTER

CH $2115.00 1530906

Registration Number:	0515474	CRAFTMASTER
Registration Number:	3396271	CREATE-A-SCENE
Registration Number:	2796816	CREATIVE EXPRESSIONS
Registration Number:	2758433	
Registration Number:	2112472	DOLLAR-WISE
Registration Number:	2623757	DOLLAR-WISE
Registration Number:	1590958	EVERY OCCASION
Registration Number:	2128753	EVERY OCCASION
Registration Number:	2431207	EVERY OCCASION
Registration Number:	3588354	FASHNPOINT
Registration Number:	2967394	GALA
Registration Number:	3677127	GREEN STYLE
Registration Number:	2106890	H
Registration Number:	2896744	H
Registration Number:	3632317	H HOFFMASTER COLOR FASHION DESIGN
Registration Number:	1462761	HOFFMASTER
Registration Number:	3029966	HOFFMASTER
Registration Number:	3280287	HOFFMASTER
Registration Number:	0782096	HOFFMASTER
Registration Number:	3632341	HOFFMASTER GROUP, INC.
Registration Number:	2595688	IRISH LINEN
Registration Number:	2722406	JUST FOR KIDS!
Registration Number:	2181124	LINEN LIKE
Registration Number:	0535180	LINEN-LIKE
Registration Number:	2439005	LINEN-LIKE SUPREME
Registration Number:	1526864	LINETTE
Registration Number:	0879095	MEDALLION
Registration Number:	3700745	MULTIPACK
Registration Number:	2019242	OCTY-ROUND
Registration Number:	3101215	OPALESSENCE
Registration Number:	3207060	OPALESSENCE
Registration Number:	1634124	PAPER ART
Registration Number:	1634813	PAPER ART
Registration Number:	2114460	PAPER ART
Registration Number:	1596350	PARTY CREATIONS

Registration Number:	2336764	PARTY OCCASION
Registration Number:	2278570	PARTY PAK
Registration Number:	2899047	PARTY PAK
Registration Number:	2395237	PATIO OCTY-ROUND
Registration Number:	1313488	PERMA-WIPES
Registration Number:	3346504	PHOTOCREATIONS
Registration Number:	1381349	PIK-NIK KING
Registration Number:	1705845	QUICKSET
Registration Number:	3309859	READY-SET-GO
Registration Number:	0921777	RIGIDEEP
Registration Number:	1624798	SENSATIONS
Registration Number:	2163419	SENSATIONS
Registration Number:	1627203	SPECIAL OCCASION
Registration Number:	1628366	SPECIAL OCCASION
Registration Number:	1762055	SPECIAL OCCASION
Registration Number:	2043597	SPECIAL OCCASION
Registration Number:	2927573	SPECIAL OCCASION
Registration Number:	1622100	SPLASH!
Registration Number:	3304786	STAY PUT
Registration Number:	2910222	SWANKIE
Registration Number:	3304638	SWEET STATION
Registration Number:	1120986	TOUCH OF COLOR
Registration Number:	1648150	TOUCH OF COLOR
Registration Number:	1648876	TOUCH OF COLOR
Registration Number:	3003332	TOUCH OF COLOR
Registration Number:	2864451	WINDSOR
Registration Number:	2795898	WRAP'N ROLL
Serial Number:	77957871	LINEN-LIKE DELUXE
Serial Number:	77852713	ELISE
Serial Number:	77818887	NAPSEAL
Serial Number:	77736383	CELEBRATIONS BY CREATIVE CONVERTING
Serial Number:	77666518	BAKE & TAKE
Serial Number:	77666520	GIVE & TAKE
Serial Number:	77399587	LINEN-LIKE
Serial Number:	77350846	CREATIVE CONVERTING

Serial Number:	77060426	EARTH WISE

CORRESPONDENCE DATA

Fax Number: (212)355-3333

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

Phone: 212-813-8800

Email: NY-TM-Admin@goodwinprocter.com

Correspondent Name: GOODWIN PROCTER LLP/Attn: Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	121155200119
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	06/16/2010

Total Attachments: 11

source=Hoffmaster TM#page1.tif
source=Hoffmaster TM#page2.tif
source=Hoffmaster TM#page3.tif
source=Hoffmaster TM#page4.tif
source=Hoffmaster TM#page5.tif
source=Hoffmaster TM#page6.tif
source=Hoffmaster TM#page7.tif
source=Hoffmaster TM#page8.tif
source=Hoffmaster TM#page9.tif
source=Hoffmaster TM#page10.tif
source=Hoffmaster TM#page11.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, Hoffmaster Group, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns the Trademark Collateral (as defined below);

WHEREAS, Grantor, KHOF Holdings, Inc., the Lenders party thereto, BlackRock Kelso Capital Corporation, as a Lender and Administrative Agent and NexBank, SSB, as Collateral Agent are parties to a Second Lien Credit Agreement dated as of June 2, 2010 (as amended from time to time, the "**Second Lien Credit Agreement**");

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of June 2, 2010 (as amended and/or supplemented from time to time, the "**Second Lien Guarantee and Collateral Agreement**") among Grantor, the Guarantors party thereto and NexBank, SSB, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in the Second Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Second Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law;

(ii) each Trademark License (as defined in the Second Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of June, 2010.

HOFFMASTER GROUP, INC.

By: _____

Name: Seth H. Hollander
Title: Vice President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of June, 2010.

Acknowledged:

NEXBANK, SSB, as Collateral Agent

By: _____
Name: Jeff Scott
Title: Vice President

Schedule 1
to Second Lien Trademark Security Agreement

HOFFMASTER GROUP, INC.

U.S. TRADEMARK REGISTRATIONS

AMERICAN	1530906 Mar. 21, 1989	Hoffmaster Group, Inc.
AMERICAN	0781586 Dec. 15, 1964	Hoffmaster Group, Inc.
AMERICAN	0783224 Jan. 12, 1965	Hoffmaster Group, Inc.
BETTER THAN LINEN	2669004 Dec. 31, 2002	Hoffmaster Group, Inc.
BETTER THAN LINEN	2669005 Dec. 31, 2002	Hoffmaster Group, Inc.
BETTER THAN LINEN	2672114 Jan. 7, 2003	Hoffmaster Group, Inc.
BROOKLACE	0734939 Jul. 24, 1962	Hoffmaster Group, Inc.
CATERWRAP	3308909 Oct. 9, 2007	Hoffmaster Group, Inc.
CATERWRAP & Design	3737574 Jan. 12, 2010	Hoffmaster Group, Inc.
CELLUTEX	2404409 Nov 14, 2000	Hoffmaster Group, Inc.
CHANGING SPACES	3299737 Sep. 25, 2007	Hoffmaster Group, Inc.
COLOR ME	1962108	Hoffmaster Group, Inc.

Doc# US1 6417516v3

	Mar. 12, 1996	
CRAFTMASTER	3021470 Nov. 29, 2005	Hoffmaster Group, Inc.
CRAFTMASTER	0515474 Sep. 20, 1949	Hoffmaster Group, Inc.
CREATE-A-SCENE	3396271 Mar. 11, 2008	Hoffmaster Group, Inc.
CREATIVE EXPRESSIONS	2796816 Dec. 23, 2003	Hoffmaster Group, Inc.
Design Only	2758433 Sep. 2, 2003	Hoffmaster Group, Inc.
DOLLAR-WISE	2112472 Nov. 11, 1997	Hoffmaster Group, Inc.
DOLLAR-WISE	2623757 Sep. 24, 2002	Hoffmaster Group, Inc.
EVERY OCCASION	1590958 Apr. 10, 1990	Hoffmaster Group, Inc.
EVERY OCCASION	2128753 Jan. 13, 1998	Hoffmaster Group, Inc.
EVERY OCCASION	2431207 Feb. 27, 2001	Hoffmaster Group, Inc.
FASHNPOINT	3588354 Mar. 10, 2009	Hoffmaster Group, Inc.
GALA	2967394 Jul. 12, 2005	Hoffmaster Group, Inc.
GREEN STYLE	3677127 Sep. 1, 2009	Hoffmaster Group, Inc.
H & Design	2106890 Oct. 21, 1997	Hoffmaster Group, Inc.
H & Design	2896744	Hoffmaster Group, Inc.

	Oct. 26, 2004	
H HOFFMASTER COLOR FASHION DESIGN & Design	3632317 Jun. 2, 2009	Hoffmaster Group, Inc.
HOFFMASTER	1462761 Oct. 27, 1987	Hoffmaster Group, Inc.
HOFFMASTER	3029966 Dec. 13, 2005	Hoffmaster Group, Inc.
HOFFMASTER	3280287 Aug. 14, 2007	Hoffmaster Group, Inc.
HOFFMASTER	0782096 Dec. 22, 1964	Hoffmaster Group, Inc.
HOFFMASTER GROUP, INC. & Design	3632341 Jun. 2, 2009	Hoffmaster Group, Inc.
IRISH LINEN	2595688 Jul. 16, 2002	Hoffmaster Group, Inc.
JUST FOR KIDS! & Design	2722406 Jun. 3, 2003	Hoffmaster Group, Inc.
LINEN LIKE	2181124 Aug. 11, 1998	Hoffmaster Group, Inc.
LINEN-LIKE	0535180 Dec. 26, 1950	Hoffmaster Group, Inc.
LINEN-LIKE SUPREME & Design	2439005 Mar. 27, 2001	Hoffmaster Group, Inc.
LINETTE	1526864 Feb. 28, 1989	Hoffmaster Group, Inc.
MEDALLION	0879095 Oct. 21, 1969	Hoffmaster Group, Inc.
MULTIPACK & Design	3700745 Oct. 27, 2009	Hoffmaster Group, Inc.
OCTY-ROUND	2019242	Hoffmaster Group, Inc.

	Nov. 26, 1996	
OPALESSENCE	3101215 Jun. 6, 2006	Hoffmaster Group, Inc.
OPALESSENCE	3207060 Feb. 13, 2007	Hoffmaster Group, Inc.
PAPER ART	1634124 Feb. 5, 1991	Hoffmaster Group, Inc.
PAPER ART	1634813 Feb. 12, 1991	Hoffmaster Group, Inc.
PAPER ART & Design	2114460 Nov. 18, 1997	Hoffmaster Group, Inc.
PARTY CREATIONS	1596350 May 15, 1990	Hoffmaster Group, Inc.
PARTY OCCASION	2336764 Mar. 28, 2000	Hoffmaster Group, Inc.
PARTY PAK	2278570 Sep. 14, 1999	Hoffmaster Group, Inc.
PARTY PAK	2899047 Nov. 2, 2004	Hoffmaster Group, Inc.
PATIO OCTY-ROUND	2395237 Oct. 17, 2000	Hoffmaster Group, Inc.
PERMA-WIPES	1313488 Jan. 8, 1985	Hoffmaster Group, Inc.
PHOTOCREATIONS	3346504 Nov. 27, 2007	Hoffmaster Group, Inc.
PIK-NIK KING	1381349 Feb. 4, 1986	Hoffmaster Group, Inc.
QUICKSET	1705845 Aug. 4, 1992	Hoffmaster Group, Inc.
READY-SET-GO	3309859	Hoffmaster Group, Inc.

Doc#: US1.6417516v3

	Oct 9, 2007	
RIGIDEEP	0921777 Oct 12, 1971	Hoffmaster Group, Inc
SENSATIONS	1624798 Nov 27, 1990	Hoffmaster Group, Inc
SENSATIONS	2163419 Jun 9, 1998	Hoffmaster Group, Inc
SPECIAL OCCASION	1627203 Dec 11, 1990	Hoffmaster Group, Inc
SPECIAL OCCASION	1628366 Dec 18, 1990	Hoffmaster Group, Inc
SPECIAL OCCASION	1762055 Mar 30, 1993	Hoffmaster Group, Inc
SPECIAL OCCASION	2043597 Mar 11, 1997	Hoffmaster Group, Inc
SPECIAL OCCASION	2927573 Feb 22, 2005	Hoffmaster Group, Inc
SPLASH!	1622100 Nov 13, 1990	Hoffmaster Group, Inc
STAY PUT	3304786 Oct 2, 2007	Hoffmaster Group, Inc
SWANKIE	2910222 Dec 14, 2004	Hoffmaster Group, Inc
SWEET STATION	3304638 Oct 2, 2007	Hoffmaster Group, Inc
TOUCH OF COLOR	1120986 Jun 26, 1979	Hoffmaster Group, Inc
TOUCH OF COLOR	1648150 Jun 18, 1991	Hoffmaster Group, Inc
TOUCH OF COLOR	1648876	Hoffmaster Group, Inc

	Jun. 25, 1991	
TOUCH OF COLOR	3003332 Oct. 4, 2005	Hoffmaster Group, Inc.
WINDSOR	2864451 Jul. 20, 2004	Hoffmaster Group, Inc.
WRAP'N ROLL & Design	2795898 Dec. 16, 2003	Hoffmaster Group, Inc.

U.S. TRADEMARK APPLICATIONS

Mark	Serial No./ Filing Date	Owner
LINEN-LIKE DELUXE	77957871 Mar. 12, 2010	Hoffmaster Group, Inc.
ELISE	77852713 Oct. 20, 2009	Hoffmaster Group, Inc.
NAPSEAL	77818887 Sep. 2, 2009	Hoffmaster Group, Inc.
CELEBRATIONS BY CREATIVE CONVERTING	77736383 May 13, 2009	Hoffmaster Group, Inc.
BAKE & TAKE	77666518 Feb. 9, 2009	Hoffmaster Group, Inc.
GIVE & TAKE	77666520 Feb. 9, 2009	Hoffmaster Group, Inc.
LINEN-LIKE & Design	77399587 Feb. 18, 2008	Hoffmaster Group, Inc.
CREATIVE CONVERTING	77350846 Dec. 13, 2007	Hoffmaster Group, Inc.
EARTH WISE	77060426 Dec. 8, 2006	Hoffmaster Group, Inc.

Doc#: US1:6417516v3

TRADEMARK LICENSES

None.

Doc# US1 6417516v3