

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks/Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Papyrus-Recycled Greetings, Inc.		06/11/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1692886	TOMATO CARDS	
Serial Number:	77252707	RECYCLED PAPER GREETINGS	
Serial Number:	77252690	RECYCLED PAPER GREETINGS	
Registration Number:	1815545	RECYCLED PAPER GREETINGS	
Registration Number:	1290991	WORKS OF HEART	
Registration Number:	3603437	COMIC RELEAF	
Registration Number:	1653076	SIMPLY SAID	
Registration Number:	1624168	ROCS	
Registration Number:	1762773	WORKS OF HEART	
Registration Number:	1830936	RECYCLED PAPER GREETINGS	
Registration Number:	2724593	RECYCLED.COM	
Registration Number:	1797811	TOMATO CARDS	
CORRESPONDENCE DATA			

CH \$315.00 1692886

900165446

TRADEMARK
 REEL: 004230 FRAME: 0717

Fax Number: (412)562-1041

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

Phone: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:

0011046-301801

NAME OF SUBMITTER:

Michael L. Dever

Signature:

/Michael L. Dever/

Date:

06/24/2010

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of June 11, 2010 ("Agreement"), between PAPYRUS-RECYCLED GREETINGS, INC., an Illinois corporation formerly known as Recycled Paper Greetings, Inc. (together with its successors and assigns, the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, 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 Amended and Restated Credit Agreement, dated as of June 11, 2010 (as further 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) from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as the Global Agent for the Lenders (in such capacity, the "Global Agent").

(2) In connection with the Credit Agreement, the Assignor is a party to an Amended and Restated Pledge and Security Agreement, dated as of June 11, 2010 (as further amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other Grantors from time to time party thereto 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:

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

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.

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.


[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

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.

ASSIGNOR:

**PAPYRUS-RECYCLED GREETINGS, INC.,
formerly known as Recycled Paper Greetings,
Inc.**

By 
Name: Gregory M. Steinberg
Title: Treasurer

Accepted and acknowledged by:

**PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent**

By _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

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.


ASSIGNOR:

**PAPYRUS-RECYCLED GREETINGS, INC.,
formerly known as Recycled Paper Greetings,
Inc.**

By _____
Name: Gregory M. Steinberg
Title: Treasurer

Accepted and acknowledged by:

**PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent**

By 
Name: **Christian S. Brown**
Title: **Sr. Vice President**

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

Owner:Papyrus-Recycled Greetings, Inc.								
<u>ID</u>	<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
29740	United States	TOMATO CARDS	16	74018396	1/12/1990	1692886	6/9/1992	Registered
29744	United States	RECYCLED PAPER GREETINGS with Tree Design2	16	77252707	8/10/2007			Pending
29745	United States	COMIC RELEAF RECYCLED PAPER GREETINGS and Design	16	77252698	8/10/2007			Pending
29746	United States	RECYCLED PAPER GREETINGS	16	77252690	8/10/2007			Pending
29747	United States	RECYCLED PAPER GREETINGS	16	74287056	6/22/1992	1815545	1/4/1994	Supplemental Reg.
29742	United States	WORKS OF HEART	16	73440425	8/22/1983	1290991	8/21/1984	Registered
29743	United States	COMIC RELEAF and Design	16	77252704	8/10/2007	3603437	4/7/2009	Registered
29739	United States	SIMPLY SAID	16	74099255	9/20/1990	1653076	8/6/1991	Registered
29748	United States	ROCS and Design	42	73714608	3/3/1988	1624168	11/20/1990	Registered
29737	United States	WORKS OF HEART (Stylized)	16	74236107	1/7/1992	1762773	4/6/1993	Registered
29736	United States	RECYCLED PAPER GREETINGS with Tree Design	16	74359331	2/16/1993	1830936	4/12/1994	Supplemental Reg.
29738	United States	<u>RECYCLED.COM</u>	35	75733064	6/21/1999	2724593	6/10/2003	Registered
29741	United States	TOMATO CARD and Design	16	74359424	2/16/1993	1797811	10/12/1993	Registered
29743	United States	COMIC RELEAF and Design	16	77252704	8/10/2007	3603437	4/7/2009	Registered