

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Collateral Assignment of Trademarks/Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AGC, LLC		06/11/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	2364138	PAPYRUS
Registration Number:	3235089	THE JOY OF EVERYDAY
Registration Number:	3380270	PAPYRUSONLINE.COM
Registration Number:	3390782	PAPYRUS
Registration Number:	3199759	PAPYRUS
Registration Number:	3235090	
Registration Number:	2875704	CHELSEA NOTES
Registration Number:	1972557	THE ART OF SOCIAL EXPRESSION
Registration Number:	1178636	FOR A CARD THAT'S A GIFT
Registration Number:	1159571	PAPYRUS
Registration Number:	3240635	
Registration Number:	3599993	LOVEMATTERS
Registration Number:	3715117	CARLTON CARDS
Registration Number:	3753857	PAINTBOX STUDIOS

CH \$790.00 2364138

Registration Number:	3737756	FORGET ME NOT
Registration Number:	3719900	LISA & LAURA
Registration Number:	3693842	TALKING HEADS
Registration Number:	3768725	POCKET PLATES
Registration Number:	3789237	IN TOUCH
Registration Number:	3573862	SIMPLY AMERICAN GREETINGS
Registration Number:	3627881	FUN PIX
Registration Number:	3513184	PERSPECTIVES
Registration Number:	3658831	SOUND EXPERIENCE
Registration Number:	3676958	PAPER THREAD
Registration Number:	3540987	LAUGH TRACKS
Registration Number:	3521467	TRUE TO YOU
Registration Number:	3502543	CLICKS & WISHES
Registration Number:	3502667	TREASURED EXPRESSIONS
Registration Number:	3502666	TREASURED EXPRESSIONS
Registration Number:	3502610	
Registration Number:	3524760	PAPER THREAD

**CORRESPONDENCE DATA**

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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## AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of June 11, 2010 (the "Amendment"), is entered into by and between AGC, LLC, a Delaware limited liability company formerly known as AGC, Inc. (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Assignee") for the Secured Creditors (as defined in the Security Agreement (as defined below)).

### RECITALS:

A. The Assignor and Assignee, as successor in interest to National City Bank, are parties to that certain Collateral Assignment of Trademarks, dated as of April 4, 2006 (the "Collateral Assignment") entered into in connection with that certain Credit Agreement, dated as of April 4, 2006 (the "Existing Credit Agreement"), among borrowers from time to time party thereto, the lenders from time to time party thereto and PNC Bank, National Association, as successor in interest to National City Bank, as Global Agent for the Lenders (in such capacity, the "Global Agent").

B. The Borrowers (as hereinafter defined) and the Assignor have requested the amendment and restatement of the Existing Credit Agreement and, in connection therewith, the revision of the collateral that secures such amended and restated credit facility pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith, among the American Greetings Corporation and the other Borrowers from time to time party thereto (each a "Borrower", and collectively, the "Borrowers"), the Lenders from time to time party thereto (the "Lenders") and the Global Agent (as the same may be further amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and that certain Amended and Restated Pledge and Security Agreement, dated as of even date herewith, among the Assignor and the other Grantors (as defined therein) from time to time party thereto and the Assignee, as the Collateral Agent (as the same may be further amended, restated, modified or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Collateral Assignment.

2. Amendment of Collateral Assignment Schedule A. The following additional Trademarks set forth on Supplemental Schedule A attached hereto and made a part hereof are hereby incorporated into the Collateral Assignment. From and after the date hereof, Schedule A to the Collateral Assignment shall include (i) those Trademarks set forth on the original Schedule A, and (ii) those Trademarks set forth on Supplement Schedule A attached hereto. The Assignor hereby confirms that with the addition of the Trademarks set forth on Supplemental Schedule A,

Schedule A to the Collateral Assignment is a correct and complete listing of all United States Trademarks of the Assignor as of the date of this Amendment.

3. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee as follows:

A. The representations and warranties of the Assignor contained in the Collateral Assignment are true and correct in all material respects on and as of the date hereof with the same force and effect as though made by the Assignor on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Assignor is in compliance in all material respects with all terms, conditions, provisions, and covenants contained in the Collateral Assignment, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any Law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Assignor or any of its property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Assignee, and the Assignee shall have received from the Assignor all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Assignee.

B. No Default or Event of Default has occurred and is continuing, and Assignor by executing this Amendment confirms the same and also confirm the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Assignor reconfirms, restates, and ratifies the Collateral Assignment and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Assignor confirms that all such documents have remained in full force and effect since the date of their execution.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


**[SIGNATURES BEGIN ON NEXT PAGE]**

**[SIGNATURE PAGE TO AMENDMENT 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:**

**AGC, LLC, formerly known as AGC, 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 AMENDMENT 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:**

**AGC, LLC, formerly known as AGC, 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: Se. Vice President

**SUPPLEMENTAL SCHEDULE A**

<b>Owner: AGC, LLC</b>								
<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>
29710	United States	PAPYRUS (Circle with flower) Design	35	75642167	2/17/1999	2364138	7/4/2000	Registered
29719	United States	THE JOY OF EVERYDAY	35	78671689	7/15/2005	3235089	4/24/2007	Registered
29718	United States	PAPYRUSONLINE.COM	16,35	77060659	12/8/2006	3380270	2/12/2008	Registered
29717	United States	PAPYRUS with Hummingbird Design	4, 16, 20, 35	77059668	12/7/2006	3390782	3/4/2008	Registered
29716	United States	PAPYRUS	16	78671692	7/15/2005	3199759	1/16/2007	Registered
29715	United States	Hummingbird Design	35	78671703	7/15/2005	3235090	4/24/2007	Registered
29713	United States	CHELSEA NOTES	16	78230972	3/27/2003	2875704	8/17/2004	Registered
29707	United States	THE ART OF SOCIAL EXPRESSION	16	74630587	2/6/1995	1972557	5/7/1996	Registered
29706	United States	FOR A CARD THAT'S A GIFT	42	73253848	3/13/1980	1178636	11/17/1981	Registered
29705	United States	PAPYRUS	42	73240229	11/23/1979	1159571	6/30/1981	Registered
29714	United States	Hummingbird Design	16	78671678	7/15/2005	3240635	5/8/2007	Registered

<b>Owner: AGC, LLC</b>								
<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>
28582	United States	LOVEMATTERS (Stylized)	16	77/475418	5/15/2008	3599993	3/31/2009	Registered
29583	United States	CARLTON CARDS	16	77/727004	5/1/2009	3715117	11/24/2009	Registered
29518	United States	PAINTBOX STUDIOS	42	77665239	2/6/2009	3753857	3/2/2010	Registered
28610	United States	FORGET ME NOT	16	77/512631	7/1/2008	3737756	1/12/2010	Registered
29321	United States	LISA & LAURA	16	77/651383	1/16/2009	3719900	12/1/2009	Registered
28780	United States	TALKING HEADS	16, 45	77/539228	8/5/2008	3693842	10/6/2009	Registered
29112	United States	POCKET PLATES (Stylized)	21	77/617327	11/19/2008	3768725	3/30/2010	Registered
29079	United States	IN TOUCH	16	77/606489	11/4/2008	3789237	5/18/2010	Registered
28813	United States	SIMPLY AMERICAN GREETING and Design		77/452173	4/18/2008	3573862	2/10/2009	Registered

<b>Owner: AGC, LLC</b>								
<b>One American Road Cleveland, Ohio 44144</b>								
<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>
27995	United States	FUN PIX and Design	16	77/304305	10/17/2007	3627881	5/26/2009	Registered
27710	United States	PERSPECTIVES	16	77/085314	1/8/2007	3513184	10/7/2008	Registered



Owner: AGC, LLC  
One American Road  
Cleveland, Ohio 44144

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28188	United States	SOUND EXPERIENCE	16	77/312921	10/25/2007	3658831	6/21/2009	Allowed
27729	United States	PAPER THREAD and Design	35	77/157194	4/16/2007	3676958	9/1/2009	Registered
27736	United States	LAUGH TRACKS	16	77/161436	4/20/2007	3540987	12/2/2008	Registered
27755	United States	TRUE TO YOU	16	77/157671	4/16/2007	3521467	10/21/2008	Registered
27759	United States	CLICKS & WISHES	16	77/181610	5/15/2007	3502543	9/16/2008	Registered
27779	United States	TREASURED EXPRESSIONS	9	77/210331	6/20/2007	3502667	9/16/2008	Registered
27778	United States	TREASURED EXPRESSIONS	16	77/210319	6/20/2007	3502666	9/16/2008	Registered
27763	United States	Envelope Computer Keyboard	16	77/197091	6/4/2007	3502610	9/16/2008	Registered
27707	United States	PAPER THREAD	35	77/073303	12/29/2006	3524760	10/28/2008	Registered