

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Those Characters From Cleveland, Inc.		06/11/2010	CORPORATION: OHIO

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: 18

Property Type	Number	Word Mark
Registration Number:	3767824	CARE BEARS
Registration Number:	3171964	STRAWBERRY SHORTCAKE
Registration Number:	3477393	CANDY POPS
Registration Number:	3499840	POPPLES
Registration Number:	3551713	KID SQUAD
Registration Number:	3740374	SPEEDYPOPP
Registration Number:	3321101	CREPES SUZETTE
Registration Number:	3561812	KISSYPOPP
Registration Number:	3561815	MONSTERPOPP
Registration Number:	3561817	PRETTYPOPP
Registration Number:	3619736	OOPSY BEAR
Registration Number:	3561818	SECRETPOPP
Registration Number:	3561819	RIDDLEPOPP
Registration Number:	3561820	FRIENDLYPOPP

CH \$465.00 3767824

900165452

**TRADEMARK
 REEL: 004230 FRAME: 0765**

Registration Number:	3561816	HAPPYPOPP
Registration Number:	3795128	MADBALLS
Registration Number:	3775071	WATERMELON KISS
Registration Number:	3532578	MADBALLS

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 THOSE CHARACTERS FROM CLEVELAND, INC., an Ohio corporation (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.

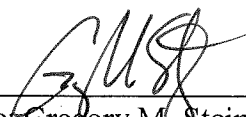
[SIGNATURES BEGIN ON NEXT PAGE]

**[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:

**THOSE CHARACTERS FROM CLEVELAND,
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
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ASSIGNOR:

**THOSE CHARACTERS FROM CLEVELAND,
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

Owner: Those Characters From Cleveland, Inc.		One American Road									
<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>			
27680	United States	CARE BEARS	18	77/045766	11/16/2006	3767824	3/30/2010	Registered			
26754	United States	STRAWBERRY SHORTCAKE	25, 26	78/145691	7/19/2002	3171964	11/14/2006	Registered			
27714	United States	CANDY POPS		77/106444	2/13/2007	3477393	7/29/2008	Registered			
27823	United States	POPPLES	28	77/213985	6/24/2007	3499840	9/9/2008	Registered			
28605	United States	KID SQUAD (Stylized)	16	77/452169	4/18/2008	3551713	12/23/2008	Registered			
27749	United States	SPEEDYPOPP	28	77/163139	4/23/2007	3740374	1/19/2010	Registered			
27581	United States	CREPES SUZETTE	28	78/804337	2/1/2006	3321101	10/23/2007	Registered			
27745	United States	KISSYPOPP	28	77/161792	4/20/2007	3561812	1/13/2009	Registered			
27746	United States	MONSTERPOPP	28	77/163079	4/23/2007	3561815	1/13/2009	Registered			
27748	United States	PRETTYPOPP	28	77/163130	4/23/2007	3561817	1/13/2009	Registered			
27701	United States	OOPSY BEAR	28	77/008870	9/27/2006	3619736	5/12/2009	Registered			
27750	United States	SECRETPOPP	28	77/163249	4/23/2007	3561818	1/13/2009	Registered			
27751	United States	RIDDLEPOPP	28	77/163264	4/23/2007	3561819	1/13/2009	Registered			
27752	United States	FRIENDLYPOPP	28	77/163286	4/23/2007	3561820	1/13/2009	Registered			
27747	United States	HAPPYPOPP	28	77/163118	4/23/2007	3561816	1/13/2009	Registered			
27621	United States	MADBALLS	25	78/913333	6/21/2006	3795128	5/25/2010	Registered			
27693	United States	WATERMELON KISS	28	77036406	11/3/2006	3775071	4/13/2010	Registered			
27608	United States	MADBALLS	28	78/862332	4/15/2006	3532578	11/11/2008	Registered			