

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
AGCM, Inc.		07/08/2010	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: 14			
Property Type	Number	Word Mark	
Registration Number:	2604487	BEATGREETES	
Registration Number:	2235248	E-GREETINGS	
Registration Number:	2420488	E	
Registration Number:	3135146	MUGGINS	
Registration Number:	3046540	KIWEE	
Registration Number:	3046541	KIWEE	
Registration Number:	3015594	WEBSHOTS	
Registration Number:	3017887	WEBSHOTS	
Registration Number:	3015596	WEBSHOTS	
Registration Number:	3015597	WEBSHOTS	
Registration Number:	3015595	WEBSHOTS	
Registration Number:	3015598	WEBSHOTS	
Registration Number:	3623399	KIWEE	
Registration Number:	3683514	KIWEE	

CH \$365.00 2604487

900166778

TRADEMARK
REEL: 004240 FRAME: 0751

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:

07/13/2010

Total Attachments: 6

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AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of July 8, 2010 (the "Amendment"), is entered into by and between AGCM, INC., an Ohio corporation, and successor by merger to AG.com, Inc. and EGreetings Network, 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, as successor by merger to AG.com, Inc. and EGreetings Network, Inc., and Assignee, as successor in interest to National City Bank, are parties to those certain Collateral Assignments of Trademarks, both dated as of April 4, 2006 (the "Collateral Assignment") and both 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 June 11, 2010, among 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 June 11, 2010, 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 Supplemental 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 1 OF 2 TO AMENDMENT TO COLLATERAL ASSIGNMENT OF
TRADEMARKS]**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

ASSIGNOR:

**AGCM, INC., for itself and as successor by
merger to AG.com, Inc. and EGreetings
Network, Inc.**

By: 
Name: Gregory M. Steinberg
Title: Assistant Treasurer

**[SIGNATURE PAGE 1 OF 2 TO AMENDMENT TO COLLATERAL ASSIGNMENT OF
TRADEMARKS]**

ASSIGNEE:

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

By: 

Name: **Christian S. Brown**

Title: *Sr.* **Vice President**

SUPPLEMENTAL SCHEDULE A

Owner:	AGCM, Inc.	One American Road									
ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt			Status	
26618	United States	BEATGREETTS	38	76/295354	8/6/2001	2604487	8/6/2002			Registered	
26623	United States	E-GREETINGS	35, 38	75/315994	6/27/1997	2235248	3/23/1999			Registered	
26626	United States	E and design	35, 38, 42	75/563790	10/5/1998	2420488	1/16/2001			Registered	
27284	United States	MUGGINS	41	78/568675	2/16/2005	3135146	8/29/2006			Registered	
27323	United States	KIWEE	35, 36, 38	76/342187	11 /27/2001	3046540	1/17/2006			Registered	
27324	United States	KIWEE and Design	35, 36, 38	76/342188	11 /27/2001	3046541	1/17/2006			Registered	
28412	United States	WEBSHOTS	9	78/488859	9/23/2004	3015594	11/15/2005			Registered	
28413	United States	WEBSHOTS	38	78/488867	9/23/2004	3017887	11/22/2005			Registered	
28414	United States	WEBSHOTS	40	78/488869	9/23/2004	3015596	11/15/2005			Registered	
28415	United States	WEBSHOTS	41	78/488871	9/23/2004	3015597	11/15/2005			Registered	
28416	United States	WEBSHOTS	35	78/488863	9/23/2004	3015595	11/15/2005			Registered	
28417	United States	WEBSHOTS	42	78/488874	9/23/2004	3015598	11/15/2005			Registered	
29273	United States	KIWEE and Design (smile face)	9, 41, 42	77/047544	11/20/2006	3623399	5/19/2009			Registered	
30243	United States	KIWEE	9, 41, 42	77047539	11/20/2006	3683514	9/15/2009			Registered	