

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plaid Enterprises, Inc.		07/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CorePointe Capital Finance LLC, as collateral agent
Street Address:	780 Third Avenue
Internal Address:	34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1771415	ALL NIGHT MEDIA
Registration Number:	1449142	APPLE BARREL COLORS
Registration Number:	3200220	ARTISTRYWEAR
Registration Number:	0119831	BUCILLA
Registration Number:	0119830	BUCILLA
Registration Number:	0120477	BUCILLA
Registration Number:	3371250	COLOR ALL
Registration Number:	2701243	CREATIVE GEAR
Registration Number:	1919648	DECORATOR BLOCKS
Registration Number:	2983711	DISCOVER YOUR CREATIVITY
Registration Number:	1899508	FASHION
Registration Number:	2041274	FASTER PLASTER
Registration Number:	1410034	FOLKART

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Registration Number:	1571863	FOLKART
Registration Number:	3447343	FOLKART HD
Registration Number:	3587603	FRESH
Registration Number:	1726871	GALLERY GLASS
Registration Number:	3367509	HIPSTITCH
Registration Number:	3030772	IN HOME ART
Registration Number:	3104465	KEEPSAKE GALLERY
Registration Number:	3104466	KG
Registration Number:	3490956	LINKED
Registration Number:	0825498	LIQUID LEAF
Registration Number:	0838603	MOD-PODGE
Registration Number:	3075089	PAPER STITCHES
Registration Number:	1673942	PETAL PORCELAIN
Registration Number:	1734220	PICTURE THIS
Registration Number:	1704429	PLAID
Registration Number:	3627415	REMARKABLES!
Registration Number:	2309337	REDI-LEAD
Registration Number:	1263067	RIBBAND
Registration Number:	1881751	ROYAL COAT
Registration Number:	2278443	SAY IT WITH STAMPS
Registration Number:	1454188	SIMPLY
Registration Number:	3785105	SIMPLY SCREEN
Registration Number:	1743119	STAMP-A-STORY
Registration Number:	1396297	STIFFY
Registration Number:	3294510	TOP.OG.RAPHY
Registration Number:	1369706	TREASURE GOLD
Registration Number:	1306663	VOGART
Serial Number:	76706417	POCKET CHANGE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor

TRADEMARK
REEL: 004582 FRAME: 0750

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 015061-0010

NAME OF SUBMITTER: Scott Kareff (015061-0010)

Signature: /kc for sk/

Date: 07/13/2011

Total Attachments: 5

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GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July, 2011, by Plaid Enterprises, Inc. ("Grantor"), in favor of CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 12, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

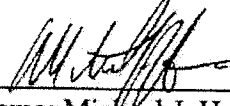
All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PLAID ENTERPRISES, INC.

By: 
Name: Michael J. Harris
Title: Vice President

STATE OF New York ss.:
COUNTY OF New York

On this 7th day of July, 2011, before me personally came Michael J. Harris, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Plaid Enterprises, Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the firm name of Plaid Enterprises, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

DAWN E. ROBERTS
Notary Public, State of New York
No. 01RO5046850
Qualified in New York County
Commission Expires July 17, 2011

SCHEDULE A

TRADEMARKS

Plaid Enterprises, Inc.

<u>Mark</u>	<u>Registration Number And Country of Regis.</u>	<u>Date</u>	<u>Description</u>
All Night Media	1,771,415 U.S.	5/18/93	Rubber Stamp
Apple Barrel Colors (Design)	1,449,142 U.S.	7/28/87	Paint
Artistrywear	3,200,220 U.S.	1/23/07	Jewelry
Bucilla and Design	119,831 U.S.	12/11/17	Stitchery
Bucilla and Design	119,830 U.S.	12/11/17	Stitchery
Bucilla	120,477 U.S.	2/12/18	Stitchery
Colorall	3,371,250 U.S.	1/22/08	Paint
Creative Gear	2,701,243 U.S.	3/25/03	Tote Bags
Decorator Blocks (Stylized)	1,919,648 U.S.	8/2/94	Foam Stamps
Discover Your Creativity	2,983,711 U.S.	8/9/05	Direct Sales
Fashion	1,899,508 U.S.	6/13/95	Paint
Faster Plaster	2,041,274 U.S.	2/25/97	Grout Powder
FolkArt	1,410,034 U.S.	9/23/86	Paint
FolkArt	1,571,863 U.S.	12/19/89	Brushes/Books
FolkArt HD	3,447,343 U.S.	6/17/08	Paint
Fresh	3,587,603 U.S.	3/10/09	Jewelry
Gallery Glass	1,726,871 U.S.	10/27/92	Paint/Patterns
Hipstitch	3,367,509 U.S.	1/15/08	Stitchery
In Home Art	3,030,772 U.S.	12/13/05	Direct Sales
Keepsake Gallery	3,104,465 U.S.	6/13/06	Albums
KG (Design)	3,104,466 U.S.	6/13/06	Albums
Linked	3,490,956 U.S.	8/26/08	Jewelry
Liquid Leaf	825,498 U.S.	3/7/67	Paint/Coatings
Mod Podge	838,603 U.S.	11/14/67	Glue/Coatings
Paper Stitches	3,075,089 U.S.	4/4/06	Stitchery
Petal Porcelain	1,673,942 U.S.	2/4/92	Glue/Coatings
Picture This	1,734,220 U.S.	11/24/92	Glue/Books
Plaid	1,704,429 U.S.	8/4/92	Paint/Books
Remarkables	3,627,415 U.S.	5/26/09	Ceramic Plate
Redi-Lead	2,309,337 U.S.	1/18/2000	Paint Strips
Ribband	1,263,067 U.S.	1/3/84	Stitchery
Royal Coat	1,881,751 U.S.	3/7/95	Glue/Costings
Say It With Stamps!	2,278,443 U.S.	9/14/99	Rubber Stamp
Simply (Stylized)	1,454,188 U.S.	8/25/87	Stencils
Simply Screen	3,785,105 U.S.	5/4/10	Colorants
Stamp-A-Story	1,743,119 U.S.	12/29/92	Stamp Sets
Stiffy	1,396,297 U.S.	6/10/86	Glue/Coatings

Topography	3,294,510	U.S.	9/18/07	Iron-Ons
Treasure Gold	1,369,706	U.S.	11/12/85	Paint/Coatings
Vogart	1,306,663	U.S.	11/27/84	Stitchery

TRADEMARK APPLICATIONS

Plaid Enterprises, Inc.

<u>Mark</u>	<u>Application No. And Country</u>	<u>Date</u>	<u>Description</u>
Pocket Change	76/706,417 (U.S.)	2/15/11	Fabric Decor