

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
pcCrafter, Inc.		09/15/2011	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PCA Investment II Corp., as Administrative Agent c/o Sorensen Capital Partners, L.P.		
<b>Street Address:</b>	3400 N. Ashton Boulevard, Suite 400		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3237139		
<b>Registration Number:</b>	3324388	PCCRAFTER	
<b>Registration Number:</b>	3237138	WE PUT THE ART IN CLIPART!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)566-8505		
<b>Phone:</b>	248-566-8504		
<b>Email:</b>	tmdocketing@honigman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Michael A. Lisi		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	221315-311721		
<b>NAME OF SUBMITTER:</b>	Michael A. Lisi		

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Signature:	/Michael A. Lisi/
Date:	09/22/2011
Total Attachments: 4 source=2 pcCrafter Notice of Grant of Security Interest in Trademarks #page1.tif source=2 pcCrafter Notice of Grant of Security Interest in Trademarks #page2.tif source=2 pcCrafter Notice of Grant of Security Interest in Trademarks #page3.tif source=2 pcCrafter Notice of Grant of Security Interest in Trademarks #page4.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND THE OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED HERETO (INCLUDING ANY INDEBTEDNESS INCURRED AND ANY LIENS OR SECURITY INTERESTS GRANTED HEREUNDER) ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT, TO THE INDEBTEDNESS (INCLUDING INTEREST) AND OTHER OBLIGATIONS OWED, AND LIENS AND SECURITY INTERESTS GRANTED, BY ARCHES ACQUISITION I, LLC, PROVO CRAFT & NOVELTY, INC., PCCRAFTER, INC., A UTAH CORPORATION, AND THE OTHER LOAN PARTIES (AS DEFINED IN THE FIRST LIEN LOAN AGREEMENT) PURSUANT TO THAT CERTAIN FIRST LIEN CREDIT AGREEMENT, AND THE OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED THERETO; AND EACH HOLDER OF THE LOANS OR OBLIGATIONS OWED UNDER THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OR PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE SUBORDINATION AGREEMENT, THE TERMS OR PROVISIONS OF THE SUBORDINATION AGREEMENT SHALL GOVERN.

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Collateral Agreement dated as of September 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among the Grantor (as defined below), the other grantors party thereto and the Administrative Agent for the Secured Parties, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the Trademarks, including the United States Trademarks on Schedule 1 hereto (the "Trademark Collateral") to the Administrative Agent for the ratable benefit of the Secured Parties. Terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of a security interest in the Trademark Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

This Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the provisions of the Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Agreement, the

terms and provisions of which are incorporated herein by reference as if fully set forth herein, and are subject to the Subordination Agreement.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OR PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE SUBORDINATION AGREEMENT, THE TERMS OR PROVISIONS OF THE SUBORDINATION AGREEMENT SHALL GOVERN.

[Signature page follows]

GRANTOR:

pcCrafter, Inc.  
10876 South River Front Parkway  
Suite 600  
South Jordan, UT 84095

Very truly yours,

pcCRAFTER, INC.

By: 

Name: Donald Olsen

Title: Secretary

**SCHEDULE 1**

**TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application#</b>	<b>Registration#</b>	<b>Registration Date</b>
Mark	Country	Status	Application #	Registration #	Registration Date
LADYBUG & Design	UNITED STATES	REGISTERED	78/918,164	3,237,139	5/1/2007
PCCRAFTER	UNITED STATES	REGISTERED	78/914,654	3,324,388	10/30/2007
WE PUT THE ART IN CLIPART!	UNITED STATES	REGISTERED	78/918,157	3,237,138	5/1/2007

Second Lien Trademark Security Agreement  
pcCrafter, Inc.