

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoffmaster Group, Inc.		02/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 96		
Property Type	Number	Word Mark
Registration Number:	3677127	GREEN STYLE
Registration Number:	1530906	AMERICAN
Registration Number:	0781586	AMERICAN
Registration Number:	0783224	AMERICAN
Registration Number:	2669004	BETTER THAN LINEN
Registration Number:	2669005	BETTER THAN LINEN
Registration Number:	2672114	BETTER THAN LINEN
Registration Number:	0734939	BROOKLACE
Registration Number:	3308909	CATERWRAP
Registration Number:	3737574	CATERWRAP
Registration Number:	2404409	CELLUTEX
Registration Number:	3299737	CHANGING SPACES
Registration Number:	1962108	COLOR ME
Registration Number:	3021470	CRAFTMASTER

OP \$2415.00 3677127

Registration Number:	0515474	CRAFTMASTER
Registration Number:	3396271	CREATE-A-SCENE
Registration Number:	2758433	
Registration Number:	2112472	DOLLAR-WISE
Registration Number:	2623757	DOLLAR-WISE
Registration Number:	3982849	EASY CARRY
Registration Number:	1590958	EVERY OCCASION
Registration Number:	2128753	EVERY OCCASION
Registration Number:	2431207	EVERY OCCASION
Registration Number:	3588354	FASHNPOINT
Registration Number:	1627455	FIREFIGHTER'S
Registration Number:	2967394	GALA
Registration Number:	2106890	H
Registration Number:	2896744	H
Registration Number:	3632317	H HOFFMASTER COLOR FASHION DESIGN
Registration Number:	1462761	HOFFMASTER
Registration Number:	3029966	HOFFMASTER
Registration Number:	3280287	HOFFMASTER
Registration Number:	0782096	HOFFMASTER
Registration Number:	3632341	HOFFMASTER GROUP, INC.
Registration Number:	2595688	IRISH LINEN
Registration Number:	2722406	JUST FOR KIDS!
Registration Number:	2181124	LINEN LIKE
Registration Number:	0535180	LINEN-LIKE
Registration Number:	2439005	LINEN-LIKE SUPREME
Registration Number:	1526864	LINETTE
Registration Number:	3700745	MULTIPACK
Registration Number:	2019242	OCTY-ROUND
Registration Number:	3101215	OPALESSENCE
Registration Number:	3207060	OPALESSENCE
Registration Number:	1634124	PAPER ART
Registration Number:	1634813	PAPER ART
Registration Number:	2114460	PAPER ART
Registration Number:	1596350	PARTY CREATIONS
Registration Number:	2278570	PARTY PAK

	1313488	PERMA-WIPES
Registration Number:	3346504	PHOTOCREATIONS
Registration Number:	1381349	PIK-NIK KING
Registration Number:	1705845	QUICKSET
Registration Number:	3309859	READY-SET-GO
Registration Number:	0921777	RIGIDEEP
Registration Number:	1624798	SENSATIONS
Registration Number:	2163419	SENSATIONS
Registration Number:	1627203	SPECIAL OCCASION
Registration Number:	1628366	SPECIAL OCCASION
Registration Number:	1762055	SPECIAL OCCASION
Registration Number:	2043597	SPECIAL OCCASION
Registration Number:	2927573	SPECIAL OCCASION
Registration Number:	1622100	SPLASH!
Registration Number:	3304786	STAY PUT
Registration Number:	2910222	SWANKIE
Registration Number:	3304638	SWEET STATION
Registration Number:	1120986	TOUCH OF COLOR
Registration Number:	1648150	TOUCH OF COLOR
Registration Number:	1648876	TOUCH OF COLOR
Registration Number:	3003332	TOUCH OF COLOR
Registration Number:	2795898	WRAP'N ROLL
Registration Number:	3787861	ARTSTYLE
Registration Number:	3591984	JUST LIKE LINEN
Registration Number:	3670903	INNOWARE
Registration Number:	3697074	INNOWARE
Registration Number:	3024269	FINISHING TOUCH
Registration Number:	1773918	
Registration Number:	1748484	SOVEREIGN
Registration Number:	3935717	WHERE STRENGTH MEETS STYLE
Registration Number:	4074748	EARTH WISE TREE FREE
Registration Number:	4074749	EARTHWISE TREE FREE
Registration Number:	4080672	ELISE
Registration Number:	4073278	OCTY-ROUND
Registration Number:	4024518	LINEN-LIKE DELUXE

	3941271	CELEBRATIONS BY CREATIVE CONVERTING
Registration Number:	3929086	GIVE & TAKE
Registration Number:	3790679	LINEN-LIKE
Registration Number:	3790623	CREATIVE CONVERTING
Registration Number:	3811246	EARTH WISE
Registration Number:	4030276	PERFORMA
Serial Number:	85350852	BUBBLE LOCK
Serial Number:	85269184	COMBO PACKS
Serial Number:	85362019	FORM & FUNCTION
Serial Number:	85294683	STURDYSTYLE
Serial Number:	77852713	ELISE
Serial Number:	77752789	WHERE STRENGTH MEETS STYLE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	02/24/2012

Total Attachments: 9
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

February 3, 2012

WHEREAS, Hoffmaster Group, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Hoffmaster Group, Inc. (the “**Borrower**”), Hoffmaster Holdings, Inc. (survivor by merger to KHOF Holdings, Inc.), the Lenders party thereto and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, are parties to a Second Lien Credit Agreement dated as of December 23, 2011 (as amended from time to time, the “**Second Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of December 23, 2011 (as amended and/or supplemented from time to time, the “**Second Lien Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and General Electric Capital Corporation, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Second Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Second Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Second Lien Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that

the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the obligations of the Grantor under this Second Lien Trademark Security Agreement, (i) the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement, (ii) the release of Collateral from the Lien granted and created hereby and (iii) the exercise of any right or remedy by the Collateral Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

[Signature Page Follows]

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

HOFFMASTER GROUP, INC.

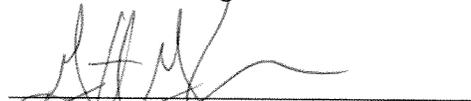
By: Lyle Richter
Name: Lyle Richter
Title: Vice President, Secretary & Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

Acknowledged:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By:



Name: Garrett Gilles

Title: Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

(NY) 05498/012/CREDIT/SECURITY/Second.Lien.Trademark.Security.Agreement.DOC

TRADEMARK
REEL: 004724 FRAME: 0495

**Schedule 1
to Second Lien Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>NAME OF OWNER</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Hoffmaster Group, Inc.	GREEN STYLE	3677127	9/1/2009
Hoffmaster Group, Inc.	AMERICAN	1530906	3/21/1989
Hoffmaster Group, Inc.	AMERICAN	0781586	12/15/1964
Hoffmaster Group, Inc.	AMERICAN	0783224	1/12/1965
Hoffmaster Group, Inc.	BETTER THAN LINEN	2669004	12/31/2002
Hoffmaster Group, Inc.	BETTER THAN LINEN	2669005	12/31/2002
Hoffmaster Group, Inc.	BETTER THAN LINEN	2672114	1/7/2003
Hoffmaster Group, Inc.	BROOKLACE	0734939	7/24/1962
Hoffmaster Group, Inc.	CATERWRAP	3308909	10/9/2007
Hoffmaster Group, Inc.	CATERWRAP & DESIGN	3737574	10/27/2009
Hoffmaster Group, Inc.	CELLUTEX	2404409	11/14/2000
Hoffmaster Group, Inc.	CHANGING SPACES	3299737	9/25/2007
Hoffmaster Group, Inc.	COLOR ME	1962108	3/12/1996
Hoffmaster Group, Inc.	CRAFTMASTER	3021470	11/29/2005
Hoffmaster Group, Inc.	CRAFTMASTER	0515474	9/20/1949
Hoffmaster Group, Inc.	CREATE-A-SCENE	3396271	3/11/2008
Hoffmaster Group, Inc.	DESIGN ONLY	2758433	9/2/2003
Hoffmaster Group, Inc.	DOLLAR-WISE	2112472	11/11/1997
Hoffmaster Group, Inc.	DOLLAR-WISE	2623757	9/24/2002
Hoffmaster Group, Inc.	EASY CARRY	3982849	7/15/2010
Hoffmaster Group, Inc.	EVERY OCCASION	1590958	4/10/1990
Hoffmaster Group, Inc.	EVERY OCCASION	2128753	1/13/1998
Hoffmaster Group, Inc.	EVERY OCCASION	2431207	2/27/2001
Hoffmaster Group, Inc.	FASHNPOINT	3588354	3/10/2009
Hoffmaster Group, Inc.	FIREFIGHTER'S	1627455	3/19/1990
Hoffmaster Group, Inc.	GALA	2967394	7/12/2005
Hoffmaster Group, Inc.	GREEN STYLE	3677127	9/1/2009

Hoffmaster Group, Inc.	H & DESIGN	2106890	10/21/1997
Hoffmaster Group, Inc.	H & Design	2896744	10/26/2004
Hoffmaster Group, Inc.	H HOFFMASTER COLOR FASHION DESIGN & DESIGN	3632317	6/2/2009
Hoffmaster Group, Inc.	HOFFMASTER	1462761	10/27/1987
Hoffmaster Group, Inc.	HOFFMASTER	3029966	12/13/2005
Hoffmaster Group, Inc.	HOFFMASTER	3280287	8/14/2007
Hoffmaster Group, Inc.	HOFFMASTER	0782096	12/22/1964
Hoffmaster Group, Inc.	HOFFMASTER GROUP, INC. & DESIGN	3632341	6/2/2009
Hoffmaster Group, Inc.	IRISH LINEN	2595688	7/16/2002
Hoffmaster Group, Inc.	JUST FOR KIDS! & DESIGN	2722406	6/3/2003
Hoffmaster Group, Inc.	LINEN LIKE	2181124	8/11/1998
Hoffmaster Group, Inc.	LINEN-LIKE	0535180	12/26/1950
Hoffmaster Group, Inc.	LINEN-LIKE SUPREME & DESIGN	2439005	3/27/2001
Hoffmaster Group, Inc.	LINETTE	1526864	2/28/1989
Hoffmaster Group, Inc.	MULTIPACK & DESIGN	3700745	10/27/2009
Hoffmaster Group, Inc.	OCTY-ROUND	2019242	11/26/1996
Hoffmaster Group, Inc.	OPALESSENCE	3101215	6/6/2006
Hoffmaster Group, Inc.	OPALESSENCE	3207060	2/13/2007
Hoffmaster Group, Inc.	PAPER ART	1634124	2/5/1991
Hoffmaster Group, Inc.	PAPER ART	1634813	2/12/1991
Hoffmaster Group, Inc.	PAPER ART & DESIGN	2114460	11/18/1997
Hoffmaster Group, Inc.	PARTY CREATIONS	1596350	5/15/1990
Hoffmaster Group, Inc.	PARTY PAK	2278570	9/14/1999
Hoffmaster Group, Inc.	PERMA-WIPES	1313488	1/8/1985
Hoffmaster Group, Inc.	PHOTOCREATIONS	3346504	11/27/2007
Hoffmaster Group, Inc.	PIK-NIK KING	1381349	2/4/1986
Hoffmaster Group, Inc.	QUICKSET	1705845	8/4/1992
Hoffmaster Group, Inc.	READY-SET-GO	3309859	10/9/2007
Hoffmaster Group, Inc.	RIGIDEEP	0921777	10/12/1971
Hoffmaster Group, Inc.	SENSATIONS	1624798	11/27/1990
Hoffmaster Group, Inc.	SENSATIONS	2163419	6/9/1998
Hoffmaster Group, Inc.	SPECIAL OCCASION	1627203	12/11/1990
Hoffmaster Group, Inc.	SPECIAL OCCASION	1628366	12/18/1990
Hoffmaster Group, Inc.	SPECIAL OCCASION	1762055	3/30/1993
Hoffmaster Group, Inc.	SPECIAL OCCASION	2043597	3/11/1997
Hoffmaster Group, Inc.	SPECIAL OCCASION	2927573	2/22/2005

Hoffmaster Group, Inc.	SPLASH!	1622100	11/13/1990
Hoffmaster Group, Inc.	STAY PUT	3304786	10/2/2007
Hoffmaster Group, Inc.	SWANKIE	2910222	12/14/2004
Hoffmaster Group, Inc.	SWEET STATION	3304638	102/2007
Hoffmaster Group, Inc.	TOUCH OF COLOR	1120986	6/26/1979
Hoffmaster Group, Inc.	TOUCH OF COLOR	1648150	6/18/1991
Hoffmaster Group, Inc.	TOUCH OF COLOR	1648876	6/25/1991
Hoffmaster Group, Inc.	TOUCH OF COLOR	3003332	10/4/2005
Hoffmaster Group, Inc.	WRAP'N ROLL & DESIGN	2795898	12/16/2003
Hoffmaster Group, Inc.	ARTSTYLE	3787861	5/11/2010
Hoffmaster Group, Inc.	JUST LIKE LINEN	3591984	3/17/2009
Hoffmaster Group, Inc.	INNOWARE	3670903	8/18/2009
Hoffmaster Group, Inc.	INNOWARE	3697074	10/13/2009
Hoffmaster Group, Inc.	FINISHING TOUCH	3024269	12/6/2005
Hoffmaster Group, Inc.	DESIGN ONLY	1773918	5/25/1993
Hoffmaster Group, Inc.	SOVEREIGN	1748484	1/26/1993
Hoffmaster Group, Inc.	WHERE STRENGTH MEETS STYLE	3935717	3/22/2011
Hoffmaster Group, Inc.	EARTH WISE TREE FREE	4074748	12/20/2011
Hoffmaster Group, Inc.	EARTH WISE TREE FREE	4074749	12/20/2011
Hoffmaster Group, Inc.	ELISE	4080672	1/3/2012
Hoffmaster Group, Inc.	OCTY-ROUND	4073278	12/20/2011
Hoffmaster Group, Inc.	LINEN-LIKE DELUXE	4024518	9/13/2011
Hoffmaster Group, Inc.	CELEBRATIONS BY CREATIVE CONVERTING	3941271	4/5/2011
Hoffmaster Group, Inc.	GIVE & TAKE	3929086	3/8/2011
Hoffmaster Group, Inc.	LINEN-LIKE & DESIGN	3790679	5/18/2010
Hoffmaster Group, Inc.	CREATIVE CONVERTING	3790623	5/18/2010
Hoffmaster Group, Inc.	EARTH WISE	3811246	6/29/2010
Hoffmaster Group, Inc.	PERFORMA	4030276	9/27/11

U.S. TRADEMARK APPLICATIONS

<u>NAME OF OWNER</u>	<u>TRADEMARK ARK</u>	<u>SERIAL NO.</u>	<u>REG. DATE</u>
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Hoffmaster Group, Inc.	BUBBLE LOCK	85350852	6/20/2011
Hoffmaster Group, Inc.	COMBO PACKS	85269184	3/17/2011
Hoffmaster Group, Inc.	FORM & FUNCTION	85362019	7/1/2011
Hoffmaster Group, Inc.	STURDYSTYLE	85294683	4/13/2011
Hoffmaster Group, Inc.	ELISE	77852713	10/20/2009
Hoffmaster Group, Inc.	WHERE STRENGTH MEETS STYLE ¹	77752789	6/5/2009

¹ Abandoned January 2, 2012.