

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERNATIONAL GREETINGS USA, INC.		02/28/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	303 Peachtree Street, Twenty Third Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3096040	ACCENTS	
Registration Number:	3109784	TOO CUTE	
Registration Number:	3034751	CREATIVE PRESENCE	
Registration Number:	3494188	GLITTERWRAP	
Serial Number:	76709001	DESIGN FOCUS	
Serial Number:	76708999	THE GIFT WRAP COMPANY	
Serial Number:	76709000	PAPER CRAFT	
Serial Number:	76709003	STEPHEN LAWRENCE	
Serial Number:	76709002	STUDIO 18	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$240.00 3096040

*via US Mail.*

Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE, Suite 2400  
Address Line 2: Paul Hastings LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/29/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 28th day of February, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among INTERNATIONAL GREETINGS USA, INC., a Georgia corporation ("Parent"; and together with any other Person that from time to time becomes a Borrower, each, individually, a "Borrower" and, collectively, jointly and severally, the "Borrowers"), and the Lender, the Lender is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender that certain Security Agreement, dated as of August 8, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan

Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

**GRANTORS:**

**INTERNATIONAL GREETINGS USA, INC.**

By: \_\_\_\_\_

Name: Richard D. Eckman

Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY: SUNTRUST BANK**

By: \_\_\_\_\_

Name: Bill Otott

Title: Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004726 FRAME: 0606**


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

**GRANTORS:**

**INTERNATIONAL GREETINGS USA, INC.**

By: \_\_\_\_\_  
Name: Richard D. Eckman  
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY: SUNTRUST BANK**

By:  \_\_\_\_\_  
Name: Bill Ototi  
Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application /Registration Date
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Accents	3096040	05/23/2006
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Too Cute	3109784	06/27/2006
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Creative Presence	3034751	12/27/2005
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Glitterwrap	3494188	08/26/2008
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Design Focus	76709001	09/06/2011
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	The Gift Wrap Company	76708999	09/06/2011
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Paper Craft	76709000	09/06/2011
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Stephen Lawrence	76709003	09/06/2011
INTERNATIONAL GREETINGS USA, INC.	U.S.A.	Studio 18	76709002	09/06/2011