

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Amended and Restated Pledge and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cardstore, Inc, formerly known as PhotoWorks, Inc.		01/18/2012	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1681692	SEATTLE FILMWORKS
Registration Number:	3770053	CARDSTORE.COM
Registration Number:	3793146	CARDSTORE.COM
Registration Number:	3744594	CARDSTYLE

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
 Phone: 412-562-1637  
 Email: vicki.cremonese@bipc.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Michael L. Dever  
 Address Line 1: 301 Grant Street  
 Address Line 2: 20th Floor  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

<b>ATTORNEY DOCKET NUMBER:</b>	0011046-301801
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CH \$115.00 1681692



**FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT (this "Amendment") is dated as of January 18, 2012 by and among (i) AMERICAN GREETINGS CORPORATION, an Ohio corporation (the "Company"); EACH OF THE DOMESTIC SUBSIDIARIES OF THE COMPANY PARTY HERETO (each such Domestic Subsidiary, together with the Company, collectively, the "Grantors" and, individually, "Grantor"); and (iii) PNC BANK, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent"), for the benefit of the Secured Creditors (as hereinafter defined):

WITNESSETH:

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Amended and Restated Pledge and Security Agreement dated as of June 11, 2010 (as heretofor further amended, restated, modified or supplemented from time to time, the "Existing Security Agreement") entered into in connection with that certain Amended and Restated Credit Agreement dated as of June 11, 2010 (as heretofor further amended, restated, modified or supplemented from time to time, the "Existing Credit Agreement") among the Company, the Foreign Subsidiary Borrowers (as defined therein), the Lenders (as defined therein) and the Collateral Agent (as defined therein); and

WHEREAS, the parties to the Existing Credit Agreement have amended the Existing Credit Agreement pursuant to that certain First Amendment thereto dated as of even date herewith (the "First Amendment to Credit Agreement", and together with the Existing Credit Agreement, the "Credit Agreement"); and

WHEREAS, it is a condition precedent to the First Amendment to Credit Agreement that the parties to the Existing Security Agreement enter into this Amendment;

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. Recitals. The foregoing recitals are incorporated herein by reference.
2. Defined Terms. All terms used in this Amendment and not otherwise defined herein shall have the meaning given to them in the Existing Security Agreement, as amended hereby.
3. Amendments to Existing Security Agreement.
  - (a) Section 5.1. Section 5.1 [Deposit Accounts] of the Existing Security Agreement is hereby amended and restated in its entirety to read as follows:

5.1 Deposit Accounts.

(a) The Grantors shall cause all deposit accounts to be subject at all times (subject to Section 4.04(i) of the Credit Agreement) to a fully effective Deposit Account Control Agreement except (i) any payroll account used exclusively for funding the payroll obligations of the Grantors in the ordinary course of business, (ii) any other deposit account (other than a deposit account listed on Schedule 4.01(iv) of the Credit Agreement) so long as at any date of determination the aggregate average monthly balance for the 12 months ending on such date in any such deposit account is not in excess of \$5,000,000 and the aggregate average monthly balance for the 12 months ending on such date of all deposit accounts that are not subject to Deposit Account Control Agreements is not in excess of \$10,000,000, or (iii) any other deposit account so long as it is maintained by any Grantor with a Depository Bank (y) that is either a Lender or an Affiliate of a Lender, or (z) that has located the account outside of the United States of America, or any of its territories or possessions (any deposit account that is not required to be subject to a Deposit Account Control Agreement pursuant to this Section shall be referred to as an "Excluded Deposit Account").

(b) Immediately upon the creation or acquisition of any new deposit account (other than any deposit account that would qualify as an Excluded Deposit Account) or any interest therein by any Grantor, such Grantor shall cause to be in full force and effect, prior to the deposit of any funds therein, a Deposit Account Control Agreement duly executed by such Grantor, the Collateral Agent and the applicable Depository Bank.

(b) Section 5.2. Section 5.2 [Securities Accounts] of the Existing Security Agreement is hereby amended and restated in its entirety to read as follows:

5.2 Securities Accounts.

(a) The Grantors shall cause all securities accounts to be subject at all times (subject to Section 4.04(i) of the Credit Agreement) to a fully effective Securities Account Control Agreement except (i) so long as at any date of determination the aggregate average monthly balance for the 12 months ending on such date in any such securities account is not in excess of \$5,000,000 and the aggregate average monthly balance for the 12 months ending on such date of all securities accounts that are not subject to Securities Account Control Agreements is not in excess of \$10,000,000, or (ii) any other securities account so long as it is maintained by any Grantor with a Securities Intermediary (y) that is either a Lender or an Affiliate of a Lender, or (z) that has located the account outside of the United States of America, or any of its territories or possessions (any securities account that is not required to be subject to a Securities Account Control Agreement pursuant to this Section shall be referred to as an "Excluded Securities Account").

(b) Immediately upon the creation or acquisition of any new Securities Account (other than any securities account that would qualify as an Excluded Securities Account) or any interest therein by any Grantor, such Grantor shall cause to be in full force and effect, prior to the crediting of any Financial Asset with respect to which any Grantor is an Entitlement Holder, a Securities Account Control Agreement duly executed by such Grantor, the Collateral Agent and the applicable Securities Intermediary.

4. Conditions Precedent. The effectiveness of this Amendment is subject to the receipt by the Collateral Agent on behalf of the Secured Creditors of the following, in form and substance satisfactory to the Collateral Agent, and the first date on which the Grantors have satisfied all of the following conditions to the satisfaction of the Collateral Agent shall be referred to as the "Effective Date".

(a) Counterparts. The Collateral Agent shall have received from the Grantors an executed counterpart original of this Amendment.

(b) Legal Details. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Collateral Agent.

(c) Payment of Fees. The Company unconditionally agrees to pay and reimburse the Collateral Agent and hold the Collateral Agent harmless against liability for the payment of all reasonable out-of-pocket costs, expenses and disbursements, including, without limitation, reasonable expenses of counsel, incurred by the Collateral Agent in connection with the development, preparation and execution of this Amendment and all other documents or instruments to be delivered in connection herewith.

5. Representations and Warranties of the Grantors. Each Grantor covenants and agrees with and represents and warrants to the Collateral Agent and the Secured Creditors as follows:

(a) such Grantor possesses all of the powers requisite for it to enter into and carry out the transactions of such Grantor referred to herein and to execute, enter into and perform the terms and conditions of this Amendment and any other documents contemplated herein that are to be performed by such Grantor; and that any and all actions required or necessary pursuant to such Grantor's organizational documents or otherwise have been taken to authorize the due execution, delivery and performance by such Grantor of the terms and conditions of this Amendment and said other documents, and that such execution, delivery and performance will not conflict with, constitute a default under or result in a breach of any applicable Law or any agreement, instrument, order, writ, judgment, injunction or decree to which such Grantor is a party or by which such Grantor or any of its properties are bound, and that all consents, authorizations and/or approvals required or necessary from any third parties in connection with the entry into, delivery and performance by such Grantor of the terms and conditions of this Amendment, the said other documents and the transactions contemplated hereby have been obtained by such Grantor and are in full force and effect;

(b) this Amendment and any other documents contemplated herein constitute the valid and legally binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and by general equitable principles, whether enforcement is sought by proceedings at law or in equity;

(c) all representations and warranties made by such Grantor in the Loan Documents are true and correct in all material respects as of the date hereof (except for those representations and warranties qualified by reference to a Material Adverse Change or other reference to materiality, which are true and correct), with the same force and effect as if all such representations and warranties were fully set forth herein and made as of the date hereof and such Grantor has complied with all covenants and undertakings in the Loan Documents;

(d) the execution and delivery of this Amendment is not intended to and shall not cause or result in a novation with regard to the existing indebtedness of any Grantor to the Collateral Agent or any Secured Creditor, which indebtedness shall continue without interruption and has not been discharged;

(e) (i) after giving effect to this Amendment, no Event of Default has occurred and is continuing under the Loan Documents; and (ii) there exist no defenses, offsets, counterclaims or other claims with respect to the obligations and liabilities of such Grantor under the Credit Agreement or any of the other Loan Documents; and

(f) such Grantor hereby ratifies and confirms in full its duties and obligations under the Loan Documents, as modified hereby.

6. References to Security Agreement. From and after the Effective Date, any references to the Security Agreement contained in any of the Loan Documents shall be deemed to refer to the Existing Security Agreement as amended hereby and as further amended, restated, modified or supplemented from time to time.

7. Successors and Assigns. This Amendment shall apply to and be binding upon, and shall inure to the benefit of, each of the other parties hereto and their respective successors and assigns permitted under the Security Agreement. Nothing expressed or referred to in this Amendment is intended or shall be construed to give any person or entity other than the parties hereto a legal or equitable right, remedy or claim under or with respect to this Amendment or any Loan Documents, it being the intention of the parties hereto that this Amendment and all of its provisions and conditions are for the sole and exclusive benefit of the parties hereto.

8. Severability. If any one or more of the provisions contained in this Amendment or the Loan Documents shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Amendment or the Loan Documents shall not in any way be affected or impaired thereby, and this Amendment shall otherwise remain in full force and effect.

9. Governing Law. This Amendment shall be deemed to be a contract under the Laws of the State of Ohio without regard to its conflict of laws principles.

10. Counterparts; Facsimile or Electronic Signatures. This Amendment may be executed in any number of counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Delivery of executed signature pages hereof by facsimile or other electronic method of transmission (such as "pdf") from one party to another shall constitute effective and binding execution and delivery thereof by such party. Any party that delivers its original counterpart signature to this Amendment by facsimile or other electronic method of transmission hereby covenants to personally deliver its original counterpart signature promptly thereafter to the Collateral Agent.

11. No Novation. The Existing Security Agreement is hereby amended as provided in this Amendment, and this Amendment is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Credit Agreement or the Existing Security Agreement.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PLEDGE AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

AMERICAN GREETINGS CORPORATION  
AGC HOLDINGS, LLC  
AGC, LLC  
A.G.C. INVESTMENTS, INC.  
A.G. EUROPE, INC.  
A.G. INDUSTRIES, INC.  
AG INTERACTIVE, INC.  
A.G. (UK), INC.  
AGP KIDS, INC.  
CARLTON CARDS RETAIL, INC.  
CLOUDCO, INC.  
CREATACARD, INC.  
CREATACARD INTERNATIONAL LEASING  
INC.  
CUSTOM HOLDINGS, INC.  
GIBSON GREETINGS INTERNATIONAL  
LIMITED  
JOHN SANDS (AUSTRALIA) LTD.  
JOHN SANDS (N.Z.) LTD.  
JOHN SANDS HOLDING CORP.  
MEMPHIS PROPERTY CORPORATION  
PAPYRUS-RECYCLED GREETINGS, INC.  
PLUS MARK LLC, formerly known as Plus Mark,  
Inc.  
RPG HOLDINGS, INC.  
THOSE CHARACTERS FROM CLEVELAND,  
INC.

By: 

Name: Gregory M. Steinberg

Title: Treasurer of each of the foregoing Grantors


TRADEMARK

REEL: 004743 FRAME: 0921



[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PLEDGE AND SECURITY AGREEMENT]

AGCM, INC.  
MIDIRINGTONES, LLC  
CARDSTORE, INC., formerly known as  
PhotoWorks, Inc.

By:   
Name: Gregory M. Steinberg  
Title: Assistant Treasurer of each of the foregoing  
Grantors

COLLATERAL AGENT:

PNC BANK, NATIONAL ASSOCIATION, as  
Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

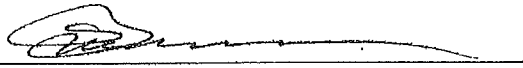
[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PLEDGE AND SECURITY AGREEMENT]

AGCM, INC.  
MIDIRINGTONES, LLC  
CARDSTORE, INC., formerly known as  
PhotoWorks, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

PNC BANK, NATIONAL ASSOCIATION, as  
Collateral Agent

By:  \_\_\_\_\_  
Name: Christian S. Brown  
Title: Senior Vice President

CONFIDENTIAL

AMERICAN GREETINGS  
PATENT PORTFOLIO  
Schedule 3.8, Exhibit C  
MARCH 2012

PENDING UTILITY PATENT APPLICATIONS

Name of File	Serial No.	Filed	R & A Docket No.	Status
GREETING CARD WITH SPRING LOADED SLIDE TRACK AUDIO TRIGGER	61/583,701	1/6/12	109769.0319	PENDING
GIFT BAG DISPLAY	13/332,541 Prov. Conversion of 61/425,941	12/21/11	109769.0291	PENDING
MOTION GREETING CARD	13/330,754 Continuation of 12/940,145	12/20/11	109769.0253.CON	PENDING
MOTION GREETING CARD	13/329,917 Continuation of 13/270,611	12/19/11	109769.0325-CON	PENDING
THREE DIMENSIONAL FOAM GREETING CARD	13/313,146	12/7/11	109769.0310	PENDING
PHONOGRAPH GREETING CARD	61/548,421	10/18/11	109769.0313	PENDING
SMART GREETING CARD	61/548,426	10/18/11	109769.0312	PENDING

Name of File	Serial No.	Filed	R & A Docket No.	Status
MOTION GREETING CARDS "BOUNCE"	13/270,611 Divisional of: 12/940,145 Prov. Conversion of 61/286,184	10/11/11	109769.0325-DIV	PENDING
SIGN CUBE SYSTEM	13/245,951	9/27/11	109769.0308	PENDING
FLAP SENSOR ACTIVATED GREETING CARDS	13/198,758 Claims priority to: 61/370,914	8/5/11	109769.0271	PENDING
INTERACTIVE GIFT BAG	13/197,343 Claims priority to: 61/370,135	8/03/11	109769.0262	PUBLISHED 2012-0033897
PINHOLE PUNCHED GREETING CARDS	13/181,814 Claims priority to: 61/364,060	7/13/11	109769.0266	PUBLISHED 2012-0030976
GIFT BAGS WITH REMOVABLE, CONFIGURABLE AND WEARABLE PARTS	13/178,830 Divisional of 12/250,662	7/8/11	109769.0311	PUBLISHED 2011-0274374
SOUND GENERATING PULL-OUT GREETING CARDS WITH REMOVABLE PANELS "LET ME OUT"	13/176,103 Claims priority to: 61/360,981	7/5/11	109769.0280	PUBLISHED 2012-0000101
GIFT WRAP WITH TAPE	13/173,623 Claims priority to: 61/359,848	6/30/11	109769.0212	PUBLISHED 2012-0000970
GREETING CARDS AND SOCIAL COMMUNICATION PRODUCTS WITH VIDEO GAMING FEATURES "MINI GAME"	13/172,215 Claims priority to: 61/359,522	6/29/11	109769.0273	PUBLISHED US-2011-0319162

Name of File	Serial No.	Filed	R & A Docket No.	Status
POP-UP MUSICAL GREETING CARDS "PERFECT SETTING"	13/171,573 Claims priority to 61/359,903	6/29/11	109769.0275	PUBLISHED 2012-0000100
SEASONAL HIGHLIGHTER	61/498,709	06/20/11	109769.0309	PENDING
MERCHANDISING AND MERCHANT DISPLAYS FOR STATIONERY	13/169,301 Claims priority to 61/359,528	6/27/11	109769.0261	PUBLISHED US-2011-0314714
RETAIL PLANNING APPLICATION AND METHOD FOR CONSUMER PRODUCTS "JOINT PLANNING"	13/153,963 Claims priority to 61/363,311 and 61/326,727.	06/06/11	109769.0278	PENDING
VERTICAL ROLL WRAP PRODUCT TRAY KIT	61/492,091	06/01/11	109769.0307	PENDING
GREETING CARD WITH LCD ENHANCED JEWELRY	61/490,643	05/27/11	109769.0301	PENDING
POP UP GREETING CARDS	61/485,298	05/12/11	109769.0306	PENDING
ELECTRONIC GREETING CARDS	13/095,071 CIP of 12/774,836 and 12/126,235	4/27/11	109769.0302	PUBLISHED 2011-0247247
INTERACTIVE ELECTRONIC GREETING CARDS WITH TAP AND TOUCH ACTIVATED SOUND "MAGIC TOUCH"	13/090,569 Prov. Conversion of 61/326,727	4/20/11	109769.0270	PUBLISHED 2011-0258893
THREE DIMENSIONAL ILLUMINATED GREETING CARDS "ILLUMINOTES"	13/090,552 Prov. Conversion of 61/326,359	4/20/11	109769.0265	PENDING

Name of File	Serial No.	Filed	R & A Docket No.	Status
LOW PROFILE ELECTRONIC DISPLAY GREETING CARDS AND PRODUCTS	13/070,662 Prov. Conversion of 61/316,893	3/24/11	109769.0274	PENDING
GREETING CARD WITH ATTACHED CD OR MP3 "MOOD CD"	13/038,204 Prov. Conversion of 61/309,188	03/01/11	109769.0263	PUBLISHED 2011-0209365 8/11/11
PRODUCT MERCHANDISING OUTPOST SYSTEM "P68 OUTPOST"	13/023,813 Prov. Conversion of 61/302,589	02/09/11	109769.0246	PUBLISHED 2011-0192812 8/11/11
THREE DIMENSIONAL FOAM GREETING CARDS	13/004,544 Prov. Conversion of 61/293,852	01/11/11	109769.0245	PUBLISHED 2011-0167685 7/14/11
TELESCOPING GREETING CARDS WITH ACTIVATED SOUND OR LIGHT OR MECHANICAL FUNCTIONS "GUITAR"	12/974,287 Prov. Conversion of 61/288,960	12/21/10	109769.0251	PENDING
FLIP BOOK GREETING CARDS	12/945,032 Prov. Conversion of 61/260,508	11/12/10	109769.0255	PUBLISHED 2011-0107630 5/12/11
MOTION GREETING CARDS "BOUNCE"	12/940,145 Prov. Conversion of 61/286,184	11/5/10	109769.0253	PENDING
THREE DIMENSIONAL GREETING CARD WITH GLASSES "3D"	12/911,962 Prov. Conversion of 61/255,182	10/26/10	109769.0249	PUBLISHED 2011-0094132 4/28/11

Name of File	Serial No.	Filed	R & A Docket No.	Status
LOW PROFILE GREETING CARD SPEAKER	12/836,032	07/14/10	109769.0279	PUBLISHED 2011-0110554 5/12/11
SING-A-LONG GREETING CARDS	12/782,995	05/19/10	109769.0272	PUBLISHED 2011-0283572 11/24/11
TWO SOUND GATEFOLD GREETING CARD	12/780,062 Prov. Conversion of 61/178,187	05/14/10	109769.0234	PENDING
ULTRA NARROW FLEXIBLE RETAIL DISPLAY FOR GREETING CARD AND NON-GREETING CARD MERCHANDISE "TARGET FIXTURE OF THE FUTURE"	12/776,889 Prov. Conversion of 61/176,604	05/10/10	109769.0241	PENDING
ELECTRONIC GREETING CARDS "LCD CARDS"	12/774,836 CIP of 12/126,235	5/06/10	109769.0277	PUBLISHED 2010-0223824 9/9/10
ELECTRONIC GREETING CARDS AND NOVELTIES WITH MOVEABLE ELEMENTS AND MANUAL ELECTRONIC CIRCUIT ACTIVATION "TALKING HEADS"	12/704,180	02/11/10	109769.0226	PUBLISHED 2010-0199330 8/12/10
ADJUSTABLE CARD POCKET	12/628,394	12/01/09	109769.0247	PENDING
RETAIL DISPLAY OF FLAT ROLL GIFT WRAP PRODUCTS	12/579,482 CIP of 11/322,793	10/15/09	109769.0143-CIP	PENDING
AUDIO ENVELOPES	12/489,829	6/23/09	109769.0220	PUBLISHED 2009-0314668 12/24/09

Name of File	Serial No.	Filed	R & A Docket No.	Status
SYSTEM AND METHOD FOR AUTOMATED COMPILATION AND EDITING OF PERSONALIZED VIDEOS INCLUDING ARCHIVED HISTORICAL CONTENT AND PERSONAL CONTENT	12/408,102	03/20/09	109769.0211	PUBLISHED 2009-0238558 9/24/09
PROVIDING SUPPLEMENTAL CONTENT FOR A SOCIAL EXPRESSION PRODUCT	12/407,090	03/19/09		PUBLISHED KING & SPALDING
GIFT BAG ASSEMBLIES WITH SELECTABLE COMPLEMENTARY COMPONENTS AND RELATED DISPLAY	12/256,726 Divisional of 10/970,474	10/23/08	109769.0229	PUBLISHED 2009-0074331 3/19/09
GIFT BAGS WITH REMOVABLE, CONFIGURABLE AND WEARABLE PARTS	12/250,662	10/14/08	109769.0184	PUBLISHED
FLEXIBLE DISPLAY AND STORAGE OF MEMORABILIA "HELLO"	12/131,851	06/02/08		PENDING Thompson Hine
CONVERGENCE -- GREETING CARDS WITH DIGITAL STORAGE DEVICES  See also: METHOD AND SYSTEM OF PROVIDING SUPPLEMENTAL DIGITAL CONTENT FOR A GREETING CARD [Digital Surprise and URL Card Content] CardPlace.com Convergence demo email 4.17 <a href="http://theformgroup.com/dev/ag_convergence">http://theformgroup.com/dev/ag_convergence</a>	Claims priority to 60/925,632	12/10/07	109769.0191  King & Spalding 12827.100001	PENDING
METHOD AND APPARATUS FOR INCREASING GREETING CARD SALES	11/654,396	01/17/07	P-1073	PENDING
METHOD AND APPARATUS FOR INCREASING GREETING CARD SALES	11/654,387	01/17/07	P-1070	PENDING



Name of File	Serial No.	Filed	R & A Docket No.	Status
METHOD AND APPARATUS FOR INCREASING GREETING CARD SALES	11/654,382	01/17/07	P-1071	PENDING
METHOD AND APPARATUS FOR INCREASING GREETING CARD SALES	11/509,359	8/24/06	P-1072	PENDING
ORNAMENTAL GIFT CARD HOLDERS	11/445,780	06/02/06	109769.0042	PUBLISHED Filed RCE 9/15/09
PRINTED PLASTIC OPAQUE GIFT BAGS "1-TIME USE BAG"	11/370,529	03/08/06	109769.0067	PUBLISHED
GREETING CARD DISPLAY SYSTEMS AND METHODS WITH HEIRARCHICAL LOCATORS DEFINING GROUPS AND SUBGROUPS OF CARDS -- MEGA BLOCK	10/414,875	4/16/03	109769.0010	ON APPEAL

PENDING DESIGN PATENT APPLICATIONS

Name of File	Serial No.	Filed	R & A Docket No.	Status
GREETING CARD "vinyl notes"	29/414,846 Divisional of: 29/404,325	3/5/12	109769.0323	PENDING
THREE DIMENSIONAL GREETING CARD "ILLUMINOTES DESIGN"	29/408,445 Divisional of: 29/368,778	12/13/11	109769.0336	PENDING
SMART PHONE GREETING CARD	29/408,095	12/07/11	109769.0331	PENDING
GREETING CARD "vinyl notes"	29/404,325	10/19/11	109769.0323	PENDING
GREETING CARD WITH GIFT CARD HOLDERS	29/390,497	4/26/11	109769.0288	PENDING

**ISSUED UTILITY PATENTS**

<b>Name of File</b>	<b>PATENT NO.</b>	<b>Issued</b>	<b>R &amp; A Docket No.</b>	<b>Status</b>
LOW PROFILE GREETING CARD SPEAKER	8,135,161	03/13/12	109769.0279.CON	ISSUED
ON-LINE SYSTEM FOR CREATING A PRINTABLE PRODUCT (CREATE N PRINT)	09/629,370	7/31/00	109769.0020	ALLOWED
GREETING CARD PACKAGING AND FRAME BOX STRUCTURES "NEW SIMPLEX"	8,127,920	3/6/12	109769.0236	ISSUED
PRODUCT DISPLAY HIGHLIGHTER	7,987,999	8/2/2011	109769.0209	ISSUED
INTERACTIVE WINDOW DISPLAY	7,978,184	7/12/11	109769.0005A	ISSUED
DISPLAY LIGHT FIXTURES	7,963,661	6/21/11	109769.0182	ISSUED
CONFIGURABLE RETAIL DISPLAYS Team Target II	7,900,784	3/8/11	109769.0166	ISSUED
ELECTRONIC MESSAGING CONTEXTUAL STOREFRONT SYSTEM AND METHOD "KIWEE"	7,890,876	2/15/11	109769.0165	ISSUED
PRECONFIGURED GIFT WRAP AND PACKAGING ASSEMBLY	7,882,951	2/8/11	109769.0216	ISSUED
NESTED ROLLED SHEET MATERIAL PACKAGES – The Rocket	7,832,559	11/16/10	109769.0174	ISSUED

Name of File	PATENT NO.	Issued	R & A Docket No.	Status
ELECTRONIC GREETING CARDS	7,802,386	9/28/10	109769.0172	ISSUED
RETAIL DISPLAY FOR GREETING CARDS	7,775,379	08/17/10	109769.0152	ISSUED
CONSOLIDATED AND COORDINATED GIFT WRAP DISPLAY (W.R.A.P.)	7,546,926 Continuation of 11/073,107	06/16/09	109769.0050	ISSUED
CONNECTABLE CONTAINERS Stick Stacks	7,380,679	06/03/08	109769.0037	ISSUED
INFORMATION DISPLAY MEDIA WITH CONCEALABLE PORTION (Flash Cards with Flaps)	7,080,982	7/25/06	109769.0009	ISSUED
AUTOMATED CART UNLOADING CONVEYOR SYSTEM	6,997,666	02/14/06	109769.0002	ISSUED
RF INVENTORY SYSTEM (MIT)	6,927,692	08/09/05	109769.0004 P-1042	ISSUED
MERCHANDIZING DISPLAY (AGI - DVD Acrylic Holder)	6,749,071	6/15/04	109769.0018	ISSUED
CONVERSION TOWER DISPLAY SYSTEM (AGI)	6,443,317	9/03/02	109769.0019	ISSUED
RETAIL PRODUCT DISPLAY SYSTEM	6,427,853	08/06/02	109769.0129	ISSUED
METHOD AND SYSTEM FOR VENDING PRODUCTS	6,360,139	03/19/02	109769.0056	ISSUED

Name of File	PATENT NO.	Issued	R & A Docket No.	Status
PRODUCT DISPLAY SYSTEM WITH SUPPORT STRUCTURES FOR HOLDING PRODUCT IN LOCKED AND UNLOCKED CONDITIONS (AGI)	6,170,674	01/09/01	109769.0012	ISSUED
RETAIL PRODUCT DISPLAY SYSTEM	6,068,139	05/30/00	109769.0133	ISSUED
PRE-PACKED PRODUCT SHIPMENT AND DISPLAY DEVICE WITH SPRING-BIASED RESTOCKING FEED ARRANGEMENT	6,041,948	03/28/00	109769.0139	ISSUED
MULTIPLE PANEL GATE FOLDED ADHERED GREETING CARD AND METHOD OF AUTOMATED MANUFACTURE	5,946,834	09/07/99	109769.0105	ISSUED
SLATWALL MERCHANDISE DISPLAY SYSTEM WITH DUAL THROUGH P-SHAPED CHANNELS	5,944,203	08/31/99	109769.0132	ISSUED No more fees due
ANGULARLY TIERED MEDIA DISPLAY STRUCTURE WITH ADJUSTABLE POCKETS	5,915,571	6/29/99	109769.0107	ISSUED No more fees due
METHOD AND SYSTEM FOR VENDING PRODUCTS	5,875,110	02/23/99	109769.0062	ISSUED No more fees due
CONVERTIBLE RETAIL PRODUCT DISPLAY COLUMNS AND SYSTEMS	5,853,090	12/29/98	109769.0106	ISSUED No more fees due

Name of File	PATENT NO.	Issued	R & A Docket No.	Status
FOLDABLE DIE CUT CARDS	5,807,226	09/15/98	109769.0145	ISSUED No more fees due
METHOD AND APPARATUS FOR STORING AND SELECTIVELY RETRIEVING AND DELIVERING PRODUCT DATA BASED ON EMBEDDED EXPERT JUDGEMENT	5,768,142	06/16/98	109769.0058	ISSUED No more fees due
A METHOD AND APPARATUS FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN INTERACTIVE CUSTOMER SERVICE SYSTEM THAT IS DYNAMICALLY RESPONSIVE TO CHANGE IN MARKETING DECISIONS AND ENVIRONMENTS	5,765,142	06/09/98	109769.0060	ISSUED No more fees due
MACHINE PRODUCIBLE THREE DIMENSIONAL GREETING CARD AND METHOD OF AUTOMATED MANUFACTURE	5,743,035	04/28/98	109769.0117	ISSUED No more fees due
OVERHEAD DISPLAY UNIT FOR INFLATED BALLOONS	5,727,700	03/17/98	109769.0079 P-0233	ISSUED No more fees due
METHOD AND APPARATUS FOR STORING AND SELECTIVELY RETRIEVING AND DELIVERING PRODUCT DATA BASED ON EMBEDDED EXPERT JUDGEMENT	5,726,898	03/10/98	109769.0059	ISSUED No more fees due
HINGED PRODUCT DISPLAY CLIP	5,695,161	12/09/97	109769.0113	ISSUED No more fees due

Name of File	PATENT NO.	Issued	R & A Docket No.	Status
NOVELTY BOX CONTAINING FOLDED ARTICLE	5,622,999	11/04/97	109769.0112	ISSUED No more fees due
GRAVITY FED MERCHANDISING SYSTEM	5,626,243	05/06/97	109769.0110	ISSUED No more fees due
FOLDABLE DIE CUT CARDS	5,622,384	04/22/97	109769.0094	ISSUED No more fees due
DISPLAY RACK	5,620,103	04/15/97	109769.0070	ISSUED No more fees due
SYSTEM FOR CREATING AND PRODUCING CUSTOM CARD PRODUCTS	5,615,123	03/25/97	109769.0065	ISSUED No more fees due
METHOD AND APPARATUS FOR STORING AND SELECTIVELY RETRIEVING PRODUCT DATA BY CORRELATING CUSTOMER SELECTION CRITERIA WITH OPTIMUM PRODUCT DESIGNS BASED ON EMBEDDED EXPERT JUDGMENTS	5,550,746	08/27/96	109769.0115	ISSUED No more fees due
GIFT PRODUCT	5,458,235	10/17/95	109769.0124	ISSUED No more fees due
GRAVITY FED MERCHANDISING SYSTEM	5,439,120	08/08/95		ISSUED
MULTI-LEAVED GREETING CARD WITH INTEGRAL ENVELOPE	5,516,033	05/14/95	109769.0126	ISSUED No more fees due

Name of File	PATENT NO.	Issued	R & A Docket No.	Status
SYSTEM FOR DISPLAYING OBJECTS	5,372,344	12/13/94	109769,0097	ISSUED No more fees due
SYSTEM FOR CREATING AND PRODUCING CUSTOM CARD PRODUCTS	07/798,676	2/3/98	109769,0061	STATUTORY INVENTION RECORD



**ISSUED DESIGN PATENTS**

Name of File	Patent No.	Issued	R & A Docket No.	Status
THREE DIMENSIONAL GREETING CARD "ILLUMINOTES DESIGN"	D653,287	1/31/12	109769.0286	ISSUED
ROLL WRAP DISPLAY	D651,824	01/10/12	109769.0300	ISSUED
BOOKBINDER CARDS "LOVE MATTERS"	D652,865	1/24/12	109769.0231	ISSUED
BOOKBINDER CARDS "LOVE MATTERS"	D650,437 DIVISIONAL Claim priority to: 29/334,475	12/13/11	109769.0315	ISSUED
MINI GREETING CARD, ENVELOPE AND LOCATOR	D649,587	11/29/11	109769.0305	ISSUED
ROBOT DECORATIVE PULL APART GREETING CARD	D643,061	8/9/11	109769.0284-A	ISSUED
MONSTER DECORATIVE PULL APART GREETING CARD	D642,613	8/2/11	109769.0284-B	ISSUED
LION DECORATIVE PULL APART GREETING CARD	D642,612	8/2/11	109769.0284-C	ISSUED
DECORATIVE PULL APART GREETING CARD "SAY AHH DESIGN"	D641,779	7/19/11	109769.0284	ISSUED
BI-FOLD ELECTRONIC GREETING CARD "LCD DESIGN"	D632,734	2/15/11	109769.0281-BI	ISSUED

Name of File	Patent No.	Issued	R & A Docket No.	Status
TRI-FOLD ELECTRONIC GREETING CARD "LCD DESIGN"	D632,330	2/8/11	109769.0281-TRI	ISSUED
FLEXIBLE FIXTURE FOR GREETING CARDS AND NON-GREETING CARD MERCHANDISE	D627,580	11/23/10	109769.0250	ISSUED
FLEXIBLE FIXTURE FOR GREETING CARDS AND NON-GREETING CARD MERCHANDISE WITHOUT LIGHTING	D626,765 CONTINUATION OF 29/339,337	11/9/10	109769.0252	ISSUED
FRAMED BOX CARD PACKAGES	D621,703	08/17/10	109769.0225	ISSUED
CARD DISPLAYS	D617,580	06/15/10	109769.0158	ISSUED
TWO COMPARTMENT DIVIDER PLATES	D612,211	09/08/09 3/23/10	109769.0256	ISSUED
DIVIDER PLATES	D610,876	02/18/09 3/2/10	109769.0237	ISSUED
DRESS PANTS BAG	D607,341	01/05/10	109769.0170	ISSUED
CARD DISPLAY	D597,765	01/13/09 8/11/09	109769.0242	ISSUED
CARD ZONE DISPLAYS	D595,067	06/21/07 6/30/09	109769.0159	ISSUED
CARD ZONE DISPLAYS	D584,538	06/21/07 01/13/09	109769.0157	ISSUED
PRODUCT DISPLAY FIXTURE TEAM TARGET II	D584,078	09/10/07 01/6/09	109769.0160	ISSUED

Name of File	Patent No.	Issued	R & A Docket No.	Status
COAT AND TIE BAG	D584,163	07/17/07 01/6/09	109769.0171	ISSUED
CARD STUDIO DISPLAYS	D584,077	6/7/07 01/6/09	109769.0147	ISSUED
CARD CORNER DISPLAYS	D584,071	6/7/07 01/6/09	109769.0148	ISSUED
DIAPER GIFT BAG	D584,164	02/29/08 01/6/09	109769.0175	ISSUED
JEANS BAG	D582,789	07/17/07 12/16/08	109769.0163	ISSUED
FRAMED BOX CARD PACKAGES	D575,150	6/4/07 8/19/08	109769.0161	ISSUED
COMBINED CARD AND NEWSPAPER DISPLAY HUMOR NEWSTAND	D573,811	07/20/07 7/29/08	109769.0168	ISSUED
CARD AND NEWSPAPER DISPLAY STAND HUMOR NEWSTAND	D572,045	07/20/07 07/01/08	109769.0173	ISSUED
SHOPPING CART PRODUCT HOLDER - WIRE FORM	D536,502	03/29/05 02/06/07	109769.0039	ISSUED
PRODUCT HOLDER ATTACHMENT FOR SHOPPING CART - PLASTIC FORM	D536,503	03/29/05 02/06/07	109769.0040	ISSUED
CONNECTABLE CONTAINERS (STICK STACKS)	D527,250	06/18/04 08/29/06	109769.0038	ISSUED

Name of File	Patent No.	Issued	R & A Docket No.	Status
PLATE DESIGN 3 ovals, entrée + 2 sides	D516,382	07/18/03 03/07/06	109769.0054	ISSUED
DECORATIVE BOW AG ROSE BOW	D511,996	09/03/03 11/29/05	109769.0026	ISSUED
EGG-SHAPED RIBBON DISPENSER CARTON	D491,463	08/18/03 06/15/04	109769.0025	ISSUED
TRANSFORMABLE TOY FIGURE	D484,927	11/29/01 01/06/04	109769.0047	ISSUED
DECORATIVE BOWS	D476920	06/13/02 07/08/03	109769.0006	ISSUED
TRANSFORMABLE TOY FIGURE	D469,479	11/29/01 01/28/03	109769.0045	ISSUED
TRANSFORMABLE TOY FIGURE	D468,781	11/29/01 01/14/03	109769.0048	ISSUED
TRANSFORMABLE TOY FIGURE	D468,372	11/29/01 01/07/03	109769.0046	ISSUED
FORMED DISPLAY STRUCTURE	D454,594	06/02/00 03/19/02	109769.0021	ISSUED

Name of File	Patent No.	Issued	R & A Docket No.	Status
FLOOR COVERING MATERIAL DISPLAY	D442,796	06/02/00 05/29/01	109769.0017	ISSUED
RETAIL PRODUCT DISPLAY	D435,181	07/27/99 12/19/00	109769.0127	ISSUED
PRODUCT DISPLAY PANEL	D431,394	03/19/99 10/03/00	109769.0141	ISSUED
RETAIL PRODUCT DISPLAY STAND	D428,738	07/27/99 08/01/00	109769.0130	ISSUED
SHELF GRAPHIC CHANNEL	D426,584	02/08/99 06/13/00	109769.0140	ISSUED
ROLL FORMED CHANNEL FOR RETAIL DISPLAYS	D426,089	07/14/98 06/06/00	109769.0137	ISSUED
RETAIL PRODUCT DISPLAY STAND	D412,253	06/19/98 07/27/99	109769.0135	ISSUED
PHOTOGRAPHY AND STICKER DISPENSING KIOSK (APBI STICKER STATION)	D408,835	04/02/98 04/27/99	109769.0134 P-1026	ISSUED
DISPLAY UNIT FOR MATS AND THE LIKE	D382,133	08/12/97		ISSUED

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Registered Owner: AGCM, Inc.

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
26623	United States	E-GREETINGS	35, 38	75/315994	6/27/1997	2235248	3/23/1999	Registered
29273	United States	KIWEE and Design (smile face)	9, 41, 42	77/047544	11/20/2006	3623399	5/19/2009	Registered
26618	United States	BEATGREETS	38	76/295354	8/6/2001	2604487	8/6/2002	Registered
26626	United States	E and design	35, 38, 42	75/563790	10/5/1998	2420488	1/16/2001	Registered
28417	United States	WEBSHOTS	42	78/488874	9/23/2004	3015598	11/15/2005	Registered
28416	United States	WEBSHOTS	35	78/488863	9/23/2004	3015595	11/15/2005	Registered
28415	United States	WEBSHOTS	41	78/488871	9/23/2004	3015597	11/15/2005	Registered
28414	United States	WEBSHOTS	40	78/488869	9/23/2004	3015596	11/15/2005	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
27497	United States	AGINTERACTIVE	9, 38, 41	78/726669	10/5/2005	3819802	7/13/2010	Registered
30243	United States	KIWEE	9, 41, 42	77047539	11/20/2006	3683514	9/15/2009	Registered

Registered Owner: AGC, LLC

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
30933	United States	GOING GA-GA and Design	16	85027092	4/30/2010	4064154	11/29/2011	Registered
28348	United States	NEW RETAIL STAGE	35	77/353451	12/17/2007	4038797	10/11/2011	Registered
31051	United States	CHEAP LAUGHS and Design	16	85062106	6/14/2010	4099740	2/14/2012	Registered
26767	United States	LEO AND TUG with design	16	76/450358	9/17/2002	2929294	3/1/2005	Registered
26766	United States	SIMPLE PLEASURES	16	76/450357	9/17/2002	2897764	10/26/2004	Registered
28813	United States	SIMPLY AMERICAN GREETING and Design		77/452173	4/18/2008	3573862	2/10/2009	Registered
28780	United States	TALKING HEADS	16, 45	77/539228	8/5/2008	3693842	10/6/2009	Registered
28610	United States	FORGET ME NOT	16	77/512631	7/1/2008	3737756	1/12/2010	Registered
28603	United States	P.S. BUTTON	16	77/493724	6/8/2008	3944708	4/12/2011	Registered
29803	United States	FOR THE LOVE OF PETS and Design	16	77774675	7/6/2009	4038976	10/11/2011	Registered
29799	United States	FOR THE LOVE OF PETS	16	77771411	6/30/2009	4035441	10/4/2011	Registered
29786	United States	FLYING LEAP	16	77765416	6/22/2009	3874369	11/9/2010	Registered
29785	United States	FLYING LEAP and Design	16	77765421	6/22/2009	3926437	3/1/2011	Registered

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20270	United States	CREATACARD	16	74110734	10/30/1990	1753641	2/23/1993	Registered
28582	United States	LOVEMATTERS (Stylized)	16	77/475418	5/15/2008	3599993	3/31/2009	Registered
26740	United States	CONFETTIO'S	28	78/133395	6/5/2002	2781858	11/11/2003	Registered
27169	United States	CREATAABLES	16	78/446083	7/6/2004	3104982	6/13/2006	Registered
27244	United States	LAUGH WITH ME	16	78/509731	11/2/2004	3035409	12/27/2005	Registered
27256	United States	SHARE A LAUGH	16	78/543638	1/7/2005	3088800	5/2/2006	Registered
27282	United States	THIMON THEZ	16	78/565870	2/11/2005	3269367	7/24/2007	Registered
27710	United States	PERSPECTIVES	16	77/085314	1/18/2007	3513184	10/7/2008	Registered
27707	United States	PAPER THREAD	35	77/073303	12/29/2006	3524760	10/28/2008	Registered
29112	United States	POCKET PLATES (Stylized)	21	77/617327	11/19/2008	3768725	3/30/2010	Registered
31102	United States	78TH STREET	16	85072824	6/28/2010	4074851	12/20/2011	Registered
27334	United States	WHAT'S SO FUNNY?	16	78/559600	2/3/2005	3091598	5/9/2006	Registered
29079	United States	IN TOUCH	16	77/606489	11/4/2008	3789237	5/18/2010	Registered
29583	United States	CARLTON CARDS	16	77/727004	5/1/2009	3715117	11/24/2009	Registered
27095	United States	STICK STACKS	16	78/397700	4/7/2004	3016313	11/15/2005	Registered
26389	United States	PLATINUM GALLERY	16	76/174666	12/1/2000	3015838	11/15/2005	Registered
19763	United States	SOFT TOUCH	28	73199810	1/12/1979	1166644	8/25/1981	Registered
27485	United States	TENDER THOUGHTS	16, 26	78/725186	10/3/2005	3133134	8/22/2006	Registered
27499	United States	SHARE A LAUGH	28	78/727276	10/5/2005	3286987	8/28/2007	Registered
27510	United States	THE MILL CREEK	30	78/730713	10/11/2005	3224285	4/3/2007	Registered
27518	United States	BLOOM BY AG and Design	45	78/758889	11/22/2005	3158355	10/17/2006	Registered
27582	United States	SUNBEAM FRIENDS	16	78/817670	2/17/2006	3314368	10/16/2007	Registered
31223	United States	78TH STREET and Design1	16	85121768	9/2/2010	4071551	12/13/2011	Registered
26791	United States	HONEYLOVE BEARS	16	76/463370	10/31/2002	2827209	3/30/2004	Registered
27995	United States	FUN PIX and Design	16	77/304305	10/17/2007	3627881	5/26/2009	Registered
30213	United States	MAGIC TOUCH and Design	16	77891616	12/11/2009	4010022	8/9/2011	Registered
27779	United States	TREASURED EXPRESSIONS	9	77/210331	6/20/2007	3502667	9/16/2008	Registered
27778	United States	TREASURED EXPRESSIONS	16	77/210319	6/20/2007	3502666	9/16/2008	Registered
27763	United States	Envelope Computer Keyboard Design (clicks & wishes)	16	77/197091	6/4/2007	3502610	9/16/2008	Registered
26846	United States	GOLDEN GALLERY	16	76/482025	1/13/2003	3080101	4/11/2006	Registered
27759	United States	CLICKS & WISHES	16	77/181610	5/15/2007	3502543	9/16/2008	Registered
26851	United States	FLEXI-WRAP	17	76/491729	2/24/2003	3123961	8/1/2006	Registered
27583	United States	FUNHOUSE	16	78/817666	2/17/2006	3314367	10/16/2007	Registered
19734	United States	AMERICAN GREETINGS WITH ROSE DESIGN	04, 16, 21, 28	73331732	10/8/1981	1243365	6/28/1983	Registered

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27755	United States	TRUE TO YOU	16	77/157671	4/16/2007	3521467	10/21/2008	Registered
26874	United States	JUST FOR YOU	16	78/224875	3/12/2003	2960876	6/7/2005	Registered
26876	United States	PARTY MAKERS	16, 21	78/232535	4/1/2003	3009356	10/25/2005	Registered
27736	United States	LAUGH TRACKS	16	77/161436	4/20/2007	3540987	12/2/2008	Registered
27729	United States	PAPER THREAD and Design	35	77/157194	4/16/2007	3676958	9/1/2009	Registered
26983	United States	AMERICANGREETINGS.CO M and design	35, 38, 42	76/559445	11/13/2003	2991108	9/6/2005	Registered
27015	United States	GOING BANANAS	16	78/344488	12/22/2003	3159840	10/17/2006	Registered
27056	United States	LAUGH LINES	16	78/364802	2/9/2004	3006593	10/11/2005	Registered
27092	United States	UP FOR GAB	16	78/397604	4/7/2004	3022016	11/29/2005	Registered
27094	United States	INGREETMENTS	16	78/397608	4/7/2004	3022017	11/29/2005	Registered
29564	United States	STICK-A 'TOOS	16	77/15397	4/16/2009	3822865	7/20/2010	Registered
24203	United States	AMERICAN GREETINGS WITH ROSE DESIGN	35, 42	75/180276	10/11/1996	2305057	1/4/2000	Registered
24168	United States	SAPPHIRE	16, 26	74233564	12/26/1991	1865092	11/29/1994	Registered
25996	United States	BUBBLEGUM WITH DESIGN	16	75/608775	12/18/1998	2388597	9/19/2000	Registered
23752	United States	AMERICAN GREETINGS SAYS IT BEST	16	75063870	2/26/1996	2131104	1/20/1998	Registered
23646	United States	BABY'S FIRST YEAR	16	73410619	1/24/1983	1289535	8/7/1984	Registered
24595	United States	JUST THINKING OF YOU	16	74134900	1/31/1991	1696940	6/23/1992	Registered
25995	United States	BUBBLEGUM	16	75/608776	12/18/1998	2369454	7/18/2000	Registered
26398	United States	CREACIONES CARINOSAS	16	76/206949	2/9/2001	2589835	7/2/2002	Registered
25363	United States	COFFEEHOUSE A SPECIAL BLEND OF THOUGHTS AND WISHES	16	74613721	12/21/1994	2018245	11/19/1996	Registered
20534	United States	DESIGNWARE	04, 8, 16, 21, 24, 28	75301199	9/3/1997	2218292	1/19/1999	Registered
25021	United States	DESIGNERS' COLLECTION	16	72234495	12/13/1965	823810	2/7/1967	Registered
24908	United States	RAINBOW THOUGHTS	16	74053340	4/26/1990	1667185	12/3/1991	Registered
24800	United States	CARLTON CARDS	42	74109530	10/26/1990	1672212	1/14/1992	Registered
22018	United States	AMERICAN GREETINGS	16	319559	2/19/1969	878262	10/7/1969	Registered
21657	United States	AMERICARD	16	72088719	1/11/1960	728862	3/20/1962	Registered
29518	United States	PAINTBOX STUDIOS	42	77665239	2/6/2009	3753857	3/2/2010	Registered
21620	United States	PLUS MARK AND DESIGN	16, 26	74324950	10/23/1992	1862974	11/15/1994	Registered
21434	United States	MI TIERRA	16	74593072	10/31/1994	2025915	12/24/1996	Registered
21353	United States	THOUGHTS TO LIVE BY	16	74134896	1/31/1991	1719466	9/22/1992	Registered
21110	United States	SOFT TOUCH	16	72348747	1/16/1970	896536	8/11/1970	Registered
25548	United States	BAINBRIDGE BEARS	15, 20	74374714	4/2/1993	1814870	1/4/1994	Registered



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23210	United States	MOMENTS OF INSPIRATION 16	72432339	8/10/1972	967578	9/4/1973	Registered
23039	United States	MENSAJES DEL CORAZON 16	714875	8/14/1995	1988597	7/23/1996	Registered
22949	United States	AMERICAN GREETINGS 16	72168268	5/7/1963	773675	7/21/1964	Registered
22800	United States	BALLOON ZONE 28	593075	10/31/1994	1967455	4/9/1996	Registered
23404	United States	QUIET THOUGHTS 16	72390510	4/28/1971	936663	6/27/1972	Registered
22484	United States	CELEBRATIONS OF FAITH 16	73603712	6/11/1986	1421915	12/23/1986	Registered
25955	United States	DESIGNERS' COLLECTION 16	75520226	7/16/1998	2286744	10/12/1999	Registered
29321	United States	LISA & LAURA 16	77651383	1/16/2009	3719900	12/1/2009	Registered
29320	United States	LISA & LAURA and Design 16	77651381	1/16/2009	3815282	7/6/2010	Registered
26425	United States	WINKING MOON PRESS 16	76221221	3/8/2001	2671214	1/7/2003	Registered
26065	United States	INTUITIONS 16	75978658	3/18/1997	2299044	12/7/1999	Registered
26338	United States	FINISHING TOUCH; THE 16, 26	75204001	11/21/1996	2117926	12/2/1997	Registered
26040	United States	IN RHYTHM 16	75704307	5/13/1999	2402864	11/7/2000	Registered
26097	United States	BUBBLEGUM 38	75849520	11/17/1999	2385759	9/12/2000	Registered
26337	United States	DESIGN PORTFOLIO 16, 26	74415956	7/21/1993	1860899	11/1/1994	Registered
26308	United States	PLEASANT THOUGHTS 16	72395292	6/21/1971	940276	8/8/1972	Registered
26390	United States	STICKEY-DOO-DA 16	76190079	12/15/2000	2509979	11/20/2001	Registered
26073	United States	DESIGN STUDIO 16	75831969	10/22/1999	2387777	9/19/2000	Registered
26354	United States	SPEED OF LIFE 16	76156164	10/30/2000	2496273	10/9/2001	Registered
26299	United States	MESSAGES OF FAITH, HOPE 16 AND LOVE	75976096	9/22/1995	2076540	7/1/1997	Registered
20498	United States	L'CHAYIM TO LIFE 16	73790996	4/3/1989	1570892	12/12/1989	Registered
26271	United States	Design (fleur-de-lis) 9, 16	74446101	10/12/1993	1858461	10/18/1994	Registered
26273	United States	GIBSON & Design (new) 16	72174584	8/7/1963	783866	1/26/1965	Registered
26316	United States	TENDER THOUGHTS 16 (stylized)	73202249	2/1/1979	1153114	5/5/1981	Registered
31002	United States	READY, SET, BLOW! and Design 16	85042918	5/19/2010	4003631	7/26/2011	Registered
29707	United States	THE ART OF SOCIAL EXPRESSION 16	74630587	2/6/1995	1972557	5/7/1996	Registered
29710	United States	PAPYRUS (Circle with flower) 35 Design	75642167	2/17/1999	2364138	7/4/2000	Registered
29715	United States	Hummingbird Design 35	78671703	7/15/2005	3235090	4/24/2007	Registered
30195	United States	TASTIES and Design 16	77878462	11/23/2009	3917952	2/8/2011	Registered
30194	United States	DANCE MACHINE and Design 16	77878465	11/23/2009	3887795	12/7/2010	Registered
30193	United States	GUITAR and Design 16	77878464	11/23/2009	3917953	2/8/2011	Registered
31925	United States	JUST WINK and Design 45	85242936	2/15/2011	4110113	3/6/2012	Registered

**TM Rights (Grouped by registered owner) + Status**

Report Date: 3/12/2012 Page: 5

ID	Country	Mark	Classes	App.#	App.Dt	Reg.#	Reg.Dt	Status
30415	United States	INVENTIONS and Design	16	77928344	2/4/2010	3821891	7/20/2010	Registered
30214	United States	JUST WINK	16	77889616	12/9/2009	3986529	6/28/2011	Registered
29714	United States	Hummingbird Design	16	78671678	7/15/2005	3240635	5/8/2007	Registered
29719	United States	THE JOY OF EVERYDAY	35	78671689	7/15/2005	3235089	4/24/2007	Registered
29718	United States	PAPYRUSONLINE.COM	16, 35	77060659	12/8/2006	3380270	2/12/2008	Registered
29717	United States	PAPYRUS with Hummingbird Design	4, 16, 20, 35	77059668	12/7/2006	3390782	3/4/2008	Registered
29716	United States	PAPYRUS	16	78671692	7/15/2005	3199759	1/16/2007	Registered
31591	United States	HAPPY CRAPPY	38	85222438	1/20/2011	4106739	2/28/2012	Registered
31588	United States	MARKETPLACE	16	85222899	1/21/2011	3990208	7/5/2011	Registered
30250	United States	YAKETY YAKS and Design	16	77885072	12/3/2009	3951850	4/26/2011	Registered
30049	United States	GOOD VIBRATIONS (Stylized)	16	77841029	10/5/2009	3951727	4/26/2011	Registered
30122	United States	PULL-BEZ	16	77861075	10/30/2009	4006797	8/2/2011	Registered
32446	United States	OUT OF BOUNDS	16	77982701	9/25/2009	4077612	12/27/2011	Registered
30251	United States	ILLUMINOTES and Design	16	77885070	12/3/2009	3932195	3/15/2011	Registered
29705	United States	PAPYRUS	42	73240229	11/23/1979	1159571	6/30/1981	Registered
29893	United States	TODAY AND ALWAYS	16	77790368	7/27/2009	3945166	4/12/2011	Registered
31981	United States	JUSTWINK	38	85300298	4/20/2011	4110237	3/6/2012	Registered
31989	United States	BOOFLE	45	85975211	4/14/2010	3987305	6/28/2011	Registered
31982	United States	JUSTWINK	9	85300314	4/20/2011	4110238	3/6/2012	Registered
30113	United States	OPEN THIS WHEN	16	77853763	10/21/2009	3917881	2/8/2011	Registered
30114	United States	STANDING OVATIONS and Design	16	77853760	10/21/2009	3917880	2/8/2011	Registered
30123	United States	OPEN THIS WHEN...A CARD FOR NOW, A NOTE FOR LATER and Design	16	77861071	10/30/2009	3945362	4/12/2011	Registered
32457	United States	PRINCESS JEWELLETTE and Design	16	77982594	2/16/2010	4091579	1/24/2012	Registered
31319	United States	WHOOAAAH WISHES and Design	16	85116540	8/26/2010	4036153	10/4/2011	Registered
31317	United States	SOCIAL BUTTERFLY	9	85075699	7/1/2010	4010385	8/9/2011	Registered
31980	United States	JUST WINK and Design	9	85300280	4/20/2011	4054191	11/8/2011	Registered
30703	United States	PULL-BEZ and Design	16	77955697	3/10/2010	4016638	8/23/2011	Registered
31979	United States	JUST WINK and Design	38	85300270	4/20/2011	4110236	3/6/2012	Registered
31977	United States	GIFTS & GOOD WISHES	16	85294204	4/13/2011	4053009	11/8/2011	Registered

Registered Owner: Cardstore, Inc.

One American Road

ID	Country	Mark	Classes	App.#	App.Dt	Reg.#	Reg.Dt	Status
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**TM Rights (Grouped by registered owner) + Status**

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
28600	United States	PHOTOSTREAMER	9	771502137	6/19/2008	3726818	12/15/2009	Registered
29480	United States	PHOTOWORKS EMAIL-A-BOOK	38	77013387		3395388	3/11/2008	Registered
28955	United States	SEATTLE FILMWORKS	1, 40	74063555	5/29/1990	1681692	4/7/1992	Registered
31593	United States	CARDSTORE.COM and Design	16, 35, 39, 40, 42	77682676	3/3/2009	3770053	4/6/2010	Registered
31594	United States	CARDSTORE.COM and Design	35	77978475	3/3/2009	3793146	5/25/2010	Registered
31595	United States	CARDSTYLE	41	77771347	6/30/2009	3744594	2/2/2010	Registered

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
<i>Registered Owner:</i> Cloudco, Inc.								
28602	United States	AGKIDZONE and Design	41	771452334	6/24/2008	3625673	5/26/2009	Registered
27728	United States	TINPO	28	77155474	4/12/2007	3914643	2/1/2011	Registered
27723	United States	SUSHI PACK	41	77129983	3/13/2007	3767848	3/30/2010	Registered
27665	United States	SUSHI PACK	16	781948605	8/9/2006	3823305	7/20/2010	Registered
27633	United States	SUSHI PACK	28	781923461	7/6/2006	3823288	7/20/2010	Registered
28429	United States	OOKA	28	771434613	3/28/2008	3763966	3/23/2010	Registered
28431	United States	HADAGI	28	771434619	3/28/2008	3768168	3/30/2010	Registered
28434	United States	MABUI	28	771434631	3/28/2008	3734801	1/5/2010	Registered
28439	United States	YUZU	28	771434646	3/28/2008	3750355	2/16/2010	Registered
27252	United States	TWISTED WHISKERS	16, 18, 28	781511872	11/5/2004	3620877	5/12/2009	Registered
28441	United States	OMOSHI	28	771434655	3/28/2008	3752846	2/23/2010	Registered
26765	United States	TWISTED WHISKERS	16, 20	78163418	9/12/2002	2983814	8/9/2005	Registered
31842	United States	TWISTED WHISKERS	41	77981507	9/29/2008	3959404	5/10/2011	Registered
31988	United States	MARYOKU YUMMY	25	77981851	4/11/2008	3971658	5/31/2011	Registered

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
<i>Registered Owner:</i> PRGCO, LLC								
29743	United States	COMIC RELEAF and Design	16	77252704	8/10/2007	3603437	4/7/2009	Registered
29736	United States	RECYCLED PAPER GREETINGS with Tree Design	16	74359331	2/16/1993	1830936	4/12/1994	Registered
29747	United States	RECYCLED PAPER GREETINGS	16	74287056	6/22/1992	1815545	1/4/1994	Registered
29742	United States	WORKS OF HEART	16	73440425	8/22/1983	1290991	8/21/1984	Registered
29741	United States	TOMATO CARD and Design	16	74359424	2/16/1993	1797811	10/12/1993	Registered
29740	United States	TOMATO CARDS	16	74018396	1/12/1990	1692886	6/9/1992	Registered

**TM Rights (Grouped by registered owner) + Status**

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
29739	United States	SIMPLY SAID	16	74099255	9/20/1990	1653076	8/6/1991	Registered
30045	United States	SAVING THE EARTH ONE SMILE AT A TIME	16	77820547	9/4/2009	3894990	12/21/2010	Registered
29738	United States	RECYCLED.COM	35	75733064	6/21/1999	2724593	6/10/2003	Registered
29737	United States	WORKS OF HEART (Stylized)	16	74236107	1/7/1992	1762773	4/6/1993	Registered

*Registered Owner:* Those Characters From Cleveland, Inc.  
One American Road  
Cleveland, Ohio 44144

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
25203	United States	WISH BEAR	28	73398468	9/30/1982	1297508	9/25/1984	Registered
25202	United States	GOOD LUCK BEAR	28	73398453	9/30/1982	1297505	9/25/1984	Registered
25306	United States	HOLLY HOBBIE	16	72302378	7/10/1968	871354	6/17/1969	Registered
25201	United States	CHEER BEAR	28	73398435	9/30/1982	1297503	9/25/1984	Registered
23927	United States	CARE BEARS and design	28	73368136	6/7/1982	1271459	3/27/1984	Registered
25099	United States	HOLLY HOBBIE	28	73024879	6/21/1974	1010507	5/13/1975	Registered
24611	United States	CARE BEARS	16, 25	74062845	5/25/1990	1773296	5/25/1993	Registered
24610	United States	STRAWBERRY SHORTCAKE	16	73178085	7/13/1978	1117262	5/1/1979	Registered
24643	United States	STRAWBERRY SHORTCAKE	28	73791750	4/7/1989	1564827	11/7/1989	Registered
26852	United States	CARE BEAR COUSINS	28	78/218173	2/24/2003	3093807	5/16/2006	Registered
24515	United States	BEDTIME BEAR	28	73398455	9/30/1982	1297507	9/25/1984	Registered
26877	United States	STRAWBERRYLAND	28	76/510519	4/30/2003	2827479	3/30/2004	Registered
26280	United States	FUNSHINE BEAR	28	76/093258	7/21/2000	2640492	10/22/2002	Registered
26281	United States	FRIEND BEAR	28	76/093257	7/21/2000	2636552	10/15/2002	Registered
27680	United States	CARE BEARS	18	77/045766	11/16/2006	3767824	3/30/2010	Registered
26247	United States	RHUBARB	28	76/068554	6/12/2000	2840593	5/11/2004	Registered
26241	United States	CUSTARD	28	76/068560	6/12/2000	2759377	9/2/2003	Registered
22639	United States	MARMALADE	28	73307397	4/24/1981	1198704	6/22/1982	Registered
26648	United States	SHARE BEAR	28	76/342818	11/29/2001	2716495	5/13/2003	Registered
23734	United States	STRAWBERRY SHORTCAKE	25	74062893	5/25/1990	1959123	2/27/1996	Registered
26402	United States	STRAWBERRY SHORTCAKE	03	76/209019	2/13/2001	2901936	11/9/2004	Registered
25987	United States	STRAWBERRY SHORTCAKE	25	75/574758	10/21/1998	2309010	1/18/2000	Registered
26754	United States	STRAWBERRY SHORTCAKE	25, 26	78/145691	7/19/2002	3171964	11/14/2006	Registered

**TM Rights (Grouped by registered owner) + Status**

26753	United States	STRAWBERRY SHORTCAKE 16	78145692	7/19/2002	2856798	6/22/2004	Registered
26752	United States	STRAWBERRY SHORTCAKE 28	78145693	7/19/2002	2803695	1/6/2004	Registered
26751	United States	STRAWBERRY SHORTCAKE 20, 21, 24	78145685	7/19/2002	2887531	9/21/2004	Registered
26750	United States	STRAWBERRY SHORTCAKE 09, 14, 18	78145689	7/19/2002	2925739	2/8/2005	Registered
19651	United States	ORANGE BLOSSOM 28	73307395	4/24/1981	1198703	6/22/1982	Registered
30938	United States	BERRYKIN 28	77888891	12/8/2009	3926692	3/1/2011	Registered
20501	United States	BLUEBERRY MUFFIN 28	244574	12/31/1979	1201259	7/13/1982	Registered
22521	United States	STRAWBERRY SHORTCAKE 16	73393580	9/29/1982	1267116	2/14/1984	Registered
23696	United States	HOLLY HOBBIE 16	72375798	11/12/1970	926880	1/11/1972	Registered
21383	United States	BIRTHDAY BEAR 28	73398455	9/30/1982	1297506	9/25/1984	Registered
21269	United States	GRUMPY BEAR 28	73398445	9/30/1982	1297504	9/25/1984	Registered
21854	United States	CARE BEARS 30	74330849	11/13/1992	1780477	7/6/1993	Registered
21955	United States	LOVE-A-LOT BEAR 28	73398469	9/30/1982	1285368	7/10/1984	Registered
21956	United States	TENDERHEART BEAR 28	73398470	9/30/1982	1285202	7/10/1984	Registered
22136	United States	HOLLY HOBBIE 21	75226201	1/16/1997	2121749	12/16/1997	Registered
21855	United States	CARE BEARS 16	73411237	1/27/1983	1270509	3/20/1984	Registered
21624	United States	CARE BEARS 28	73399521	10/1/1982	1294343	9/11/1984	Registered
28351	United States	MADBALLS 16	77170218	5/1/2007	3920022	2/15/2011	Registered
28605	United States	KID SQUAD (Stylized) 16	771452169	4/18/2008	3551713	12/23/2008	Registered
27117	United States	POLITE PANDA 28	78428060	6/1/2004	348135	5/29/2007	Registered
27099	United States	LAUGH-A-LOT BEAR 28	78421620	5/19/2004	3061171	2/21/2006	Registered
27116	United States	PERFECT PANDA 28	78428053	6/1/2004	3294647	9/18/2007	Registered
27084	United States	SEA SWEETIE 28	78397593	4/7/2004	3059559	2/14/2006	Registered
27281	United States	CARE BEARS 9	78563875	2/9/2005	3336078	11/13/2007	Registered
26967	United States	STRAWBERRYLAND 28	76552677	10/20/2003	2892984	10/12/2004	Registered
27058	United States	HOLLY HOBBIE 16, 18, 21, 28	78364814	2/9/2004	3538541	11/25/2008	Registered
27081	United States	PAPAYA PARROT 28	78397581	4/7/2004	3061116	2/21/2006	Registered
27080	United States	LEMON MERINGUE 28	78398458	4/8/2004	3216265	3/6/2007	Registered
27085	United States	SEABERRY DELIGHT 28	78397594	4/7/2004	3058220	2/7/2006	Registered
27823	United States	POPPLES 28	77213985	6/24/2007	3499840	9/9/2008	Registered
27746	United States	MONSTERPOPP 28	77163079	4/23/2007	3561815	1/13/2009	Registered
27745	United States	KISSYPOPP 28	77161792	4/20/2007	3561812	1/13/2009	Registered
27748	United States	PRETTYPOPP 28	77163130	4/23/2007	3561817	1/13/2009	Registered
27749	United States	SPEEDYPOPP 28	77163139	4/23/2007	3740374	1/19/2010	Registered

**TM Rights (Grouped by registered owner) + Status**

27714	United States	CANDY POPS	77/106444	2/13/2007	3477393	7/29/2008	Registered
27747	United States	HAPPYPOPP	77/163118	4/23/2007	3561816	1/13/2009	Registered
27752	United States	FRIENDLYPOPP	77/163286	4/23/2007	3561820	1/13/2009	Registered
27751	United States	RIDDLEPOPP	77/163264	4/23/2007	3561819	1/13/2009	Registered
27750	United States	SECRETPOPP	77/163249	4/23/2007	3561818	1/13/2009	Registered
27693	United States	WATERMELON KISS	77036406	11/3/2006	3775071	4/13/2010	Registered
27471	United States	CHEDDAR	78/712495	9/14/2005	3286955	8/28/2007	Registered
27470	United States	BONNET	78/712492	9/14/2005	3286954	8/28/2007	Registered
27701	United States	OOPSY BEAR	77/008870	9/27/2006	3619736	5/12/2009	Registered
27384	United States	TEA BLOSSOM	78/627906	5/11/2005	3234825	4/24/2007	Registered
27403	United States	LEMON ICE	78/653078	6/17/2005	3357270	12/18/2007	Registered
27427	United States	ORANGE TWIST	78/684859	8/3/2005	3120305	7/25/2006	Registered
27428	United States	SPUMONI	78/684827	8/3/2005	3120303	7/25/2006	Registered
27426	United States	PISTACHIO	78/684868	8/3/2005	3120306	7/25/2006	Registered
27425	United States	BUTTER PECAN	78/684878	8/3/2005	3277099	8/7/2007	Registered
27423	United States	MILKSHAKE	78/684885	8/3/2005	3277100	8/7/2007	Registered
27422	United States	BLUEBERRY SUNDAE	78/684896	8/3/2005	3277102	8/7/2007	Registered
27421	United States	CHERRY VANILLA	78/684900	8/3/2005	3277103	8/7/2007	Registered
27404	United States	HUCKLEBERRY HASH	78/653080	6/17/2005	3234952	4/24/2007	Registered
27581	United States	GREPES SUZETTE	78/804337	2/1/2006	3321101	10/23/2007	Registered
27621	United States	MADBALLS	78/913333	6/21/2006	3795128	5/25/2010	Registered
27608	United States	MADBALLS	78/862332	4/15/2006	3532578	11/11/2008	Registered
27561	United States	HOPEFUL HEART BEAR	78/775190	12/16/2005	3168446	11/7/2006	Registered
29755	United States	PUPCAKE	77754998	6/9/2009	3931764	3/15/2011	Registered
31485	United States	HOLLY HOBBIE	77980931	10/10/2008	3912353	1/25/2011	Registered
31414	United States	PLUM PUDDING	85150709	10/12/2010	4062315	11/29/2011	Registered
31577	United States	HOLLY HOBBIE	77980955	10/10/2008	3912358	1/25/2011	Registered

*Schedule 3.8, Exhibit B – Copyrights*  
Supplemental Registered as of January 2011

COPYRIGHT REGISTRATIONS				
Title	Nature of Work	Owner	Registration No.	Country
BABURU	Artwork	Cloudco, Inc.	VA1-740-237	USA
BISHU	Artwork	Cloudco, Inc.	VA1-740-055	USA
BOAT FULL OF WISHES	Artwork	Cloudco, Inc.	VA1-742-288	USA
BOB	Artwork	Cloudco, Inc.	VA1-740-236	USA
ENRO	Artwork	Cloudco, Inc.	VA1-740-263	USA
FUDAN	Artwork	Cloudco, Inc.	VA1-042-531	USA
HADAGI	Artwork	Cloudco, Inc.	VA1-741-958	USA
INU	Artwork	Cloudco, Inc.	VA1-741-961	USA
JEPPY	Artwork	Cloudco, Inc.	VA1-741-965	USA
MABUI	Artwork	Cloudco, Inc.	VA1-740-057	USA
MARYOKU	Artwork	Cloudco, Inc.	VA1-739-670	USA
MARYOKU YUMMY GROUP OF WISHES	Artwork	Cloudco, Inc.	VA1-742-185	USA
MARYOKU YUMMY QUICK REFERENCE STYLE GUIDE	Style Guide	Cloudco, Inc.	VA1-742-183	USA
NONKI	Artwork	Cloudco, Inc.	VA1-741-949	USA
OMOSHI	Artwork	Cloudco, Inc.	VA1-740-043	USA
OOKA	Artwork	Cloudco, Inc.	VA1-739-744	USA
OOLONG	Artwork	Cloudco, Inc.	VA1-740-0238	USA
SHIKA	Artwork	Cloudco, Inc.	VA1-739-912	USA
TAPO TAPO	Artwork	Cloudco, Inc.	VA1-741-962	USA
WISHY WISH	Artwork	Cloudco, Inc.	VA1-742-188	USA
YUZU	Artwork	Cloudco, Inc.	VA1-740-271	USA
ZUNO	Artwork	Cloudco, Inc.	VA1-741-953	USA

**COPYRIGHT REGISTRATIONS**  
**Schedule 3.8, Exhibit B**  
**Supplemental Registered as of June 2011**

Title	Registration Number	Issued Date	Owner	Country
MARYOKU YUMMY PROGRAM 14	PA 1-728-019	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 18	PA 1-728-009	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 1	PA 1-728-005	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 10	PA 1-728-015	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 11	PA 1-728-008	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 13	PA 1-728-003	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 15	PA 1-728-021	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 16	PA 1-728-018	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 17	PA 1-728-010	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 19	PA 1-728-672	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 2	PA 1-728-854	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 20	PA 1-728-671	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 21	PA 1-728-670	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 22	PA 1-728-668	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 23	PA 1-728-667	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 24	PA 1-728-007	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 25	PA 1-728-013	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 26	PA-1-728-020	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 3	PA 1-728-006	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 4	PA 1-728-011	08-Sep-10	CLOUDCO, INC.	USA



MARYOKU YUMMY PROGRAM 5	PA 1-728-022	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 6	PA 1-728-012	08-Sep-10	CLOUDCO, INC.	USA
MARYOKU YUMMY PROGRAM 7	PA 1-728-017	08-Sep-10	CLOUDCO, INC.	USA
PROGRAM 1 - TWISTED WHISKERS - ORDER OF THE RAISED LEG EP. 142, GENIE OF THE LUNCHBOX EP. 150	PAU3-147-976	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 1, TWISTED WHISKERS, HIGH WIRE HIGH JINX (OR JINKS) EP 101, FISH MARKET FRENZY EP 102	PA 1-396-599	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 10- TWISTED WHISKERS - DON'T FEAR THE REAPER EP. 126, OUT TO LAUNCH EP. 126	PAU3-147-966	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 11 - TWISTED WHISKERS - DAD BLASTED VARMINTS EP. 121, FLIP THE SCRIPT EP. 129	PAU3-147-967	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 12 - TWISTED WHISKERS - LAST WISH FISH EP. 128, WHISTLING GHOST EP. 137	PA 1-396-618	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 13 - TWISTED WHISKERS - ROAD RAGE RACERS EP 115, MR. MEWSER'S HOLIDAY SPECTACULAR EP 125	PA 1-396-601	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 14 - TWISTED WHISKERS - TICKED OFF EP. 123, MAROONED EP. 127	PAU3-147-968	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 15 - TWISTED WHISKERS - FOR THE BIRDS EP. 117, COLLEGIATE KITTIES EP. 138	PA 1-396-602	22-Feb-11	CLOUDCO, INC.	USA

PROGRAM 16 - TWISTED WHISKERS - THE IRDS EP. 132, THE JIG IS UP EP. 136	PA 1-396-617	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 17 - TWISTED WHISKERS - PARTY ANIMALS EP. 124, TWISTER TYKE EP. 133	PAU3-147-969	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 18 - TWISTED WHISKERS - BRAIN DRAIN EP. 140, TREE'S A CROWD EP. 148	PAU3-147-970	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 19 - TWISTED WHISKERS - QUIET TIME WITH TINY HEAD SP. 146, FRAIDY CAT EP. 134	PA 1-396-614	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 2, TWISTED WHISKERS, FELINE FATALE EP. 003, LOST EP. 004 (ALT TITLE #104-LOST+ SHORTS 9048+)	PA1-396-597	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 20 - TWISTED WHISKERS - MUSCLE MOUSE EP. 130, MONGREL OF THE MODERN ART EP. 145	PA1-396-615	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 21 - TWISTED WHISKERS - THE BIG TUNA SAUSAGE HEIST EP. 139	PAU3-147-971	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 23 - TWISTED WHISKERS - MEWSER FACES REALITY EP. 141, LAST GASPER EP. 152	PAU3147-972	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 24 - TWISTED WHISKERS - BIG HUNKA LOVE EP. 111, EGG ON YOUR FACE EP. 135	PA 1-396-616	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 25 - TWISTED WHISKERS - TO SCRATCH OR NOT TO SCRATCH EP. 144, NICE DOGS FINISH LAST EP 147	PAU3-147-973	22-Feb-11	CLOUDCO, INC.	USA
PROGRAM 3 - TWISTED	PA 1-396-596	22-Feb-11	CLOUDCO,	USA

WHISKERS, LOVE HURTS EP. 108, OBEY - 110			INC.	
PROGRAM 4 - TWISTED WHISKERS, NO PLACE LIKE HOME EP. #005 (OR #105), EP. #006 (OR #106) ATTACK OF TH	PA 1-396-607	22-Feb-11	CLOUDCO	USA
PROGRAM 5 - TWISTED WHISKERS, THE GOOD, THE BAD & THE CUTIE EP 107, BEAR WITH US EP. 113	PAU3-147-965	22-Feb-11	CLOUDCO	USA
PROGRAM 6 - TWISTED WHISKERS - BUSTED EP. 016, TINY BED FOR A TINY HEAD EP. 018	PA 1-396-606	22-Feb-11	CLOUDCO	USA
PROGRAM 7 - TWISTED WHISKERS - LEAF ME ALONE EP. 109, COLD CASE CAPER EP. 119	PA 1-396-605	22-Feb-11	CLOUDCO	USA
PROGRAM 8 - TWISTED WHISKERS - BUBBLE TROUBLE EP. 112, CAMBRIDGE KITTY EP. 122	PA 1-396-603	22-Feb-11	CLOUDCO	USA
PROGRAM 9 - TWISTED WHISKERS - DARK AND STORMY NIGHTS EP. 114, FOOD OF THE DOGS EP. 131	PA 1-396-604	22-Feb-11	CLOUDCO	USA
PROGRAM 1 - TWISTED WHISKERS - ORDER OF THE RAISED LEG EP. 142, GENIE OF THE LUNCHBOX EP. 150	PAU3-147-976	22-Feb-11	CLOUDCO	USA
PROGRAM 1, TWISTED WHISKERS, HIGH WIRE HIGH JINX (OR JINKS) EP 101, FISH MARKET FRENZY EP 102	PA 1-396-599	22-Feb-11	CLOUDCO	USA
PROGRAM 10- TWISTED WHISKERS - DON'T FEAR THE REAPER EP. 126, OUT TO LAUNCH EP. 126	PAU3-147-966	22-Feb-11	CLOUDCO	USA

PROGRAM 11 - TWISTED WHISKERS - DAD BLASTED VARMINTS EP. 121, FLIP THE SCRIPT EP. 129	PAU3-147-967	22-Feb-11	CLOUDCO	USA
PROGRAM 12 - TWISTED WHISKERS - LAST WISH FISH EP. 128, WHISTLING GHOST EP. 137	PA 1-396-618	22-Feb-11	CLOUDCO	USA
PROGRAM 13 - TWISTED WHISKERS - ROAD RAGE RACERS EP 115, MR. MEWSER'S HOLIDAY SPECTACULAR EP 125	PA 1-396-601	22-Feb-11	CLOUDCO	USA
PROGRAM 14 - TWISTED WHISKERS - TICKED OFF EP. 123, MAROONED EP. 127	PAU3-147-968	22-Feb-11	CLOUDCO	USA
PROGRAM 15 - TWISTED WHISKERS - FOR THE BIRDS EP. 117, COLLEGIATE KITTIES EP. 138	PA 1-396-602	22-Feb-11	CLOUDCO	USA
PROGRAM 16 - TWISTED WHISKERS - THE IRDS EP. 132, THE JIG IS UP EP. 136	PA 1-396-617	22-Feb-11	CLOUDCO	USA
PROGRAM 17 - TWISTED WHISKERS - PARTY ANIMALS EP. 124, TWISTER TYKE EP. 133	PAU3-147-969	22-Feb-11	CLOUDCO	USA
PROGRAM 18 - TWISTED WHISKERS - BRAIN DRAIN EP. 140, TREE'S A CROWD EP. 148	PAU3-147-970	22-Feb-11	CLOUDCO	USA
PROGRAM 19 - TWISTED WHISKERS - QUIET TIME WITH TINY HEAD SP. 146, FRAIDY CAT EP. 134	PA 1-396-614	22-Feb-11	CLOUDCO	USA
PROGRAM 2, TWISTED WHISKERS, FELINE FATALE EP. 003, LOST EP. 004 (ALT TITLE #104-	PA1-396-597	22-Feb-11	CLOUDCO	USA

LOST+ SHORTS 9048+)				
PROGRAM 20 - TWISTED WHISKERS - MUSCLE MOUSE EP. 130, MONGREL OF THE MODERN ART EP. 145	PA1-396-615	22-Feb-11	CLOUDCO	USA
PROGRAM 21 - TWISTED WHISKERS - THE BIG TUNA SAUSAGE HEIST EP. 139	PAU3-147-971	22-Feb-11	CLOUDCO	USA
PROGRAM 23 - TWISTED WHISKERS - MEWSER FACES REALITY EP. 141, LAST GASPER EP. 152	PAU3147-972	22-Feb-11	CLOUDCO	USA
PROGRAM 24 - TWISTED WHISKERS - BIG HUNKA LOVE EP. 111, EGG ON YOUR FACE EP. 135	PA 1-396-616	22-Feb-11	CLOUDCO	USA
PROGRAM 25 - TWISTED WHISKERS - TO SCRATCH OR NOT TO SCRATCH EP. 144, NICE DOGS FINISH LAST EP 147	PAU3-147-973	22-Feb-11	CLOUDCO	USA
PROGRAM 3 - TWISTED WHISKERS, LOVE HURTS EP. 108, OBEY - 110	PA 1-396-596	22-Feb-11	CLOUDCO	USA
PROGRAM 4 - TWISTED WHISKERS, NO PLACE LIKE HOME EP. #005 (OR #105), EP. #006 (OR #106) ATTACK OF TH	PA 1-396-607	22-Feb-11	CLOUDCO	USA
PROGRAM 5 - TWISTED WHISKERS, THE GOOD, THE BAD & THE CUTIE EP 107, BEAR WITH US EP. 113	PAU3-147-965	22-Feb-11	CLOUDCO	USA
PROGRAM 6 - TWISTED WHISKERS - BUSTED EP. 016, TINY BED FOR A TINY HEAD EP. 018	PA 1-396-606	22-Feb-11	CLOUDCO	USA
PROGRAM 7 - TWISTED WHISKERS - LEAF ME ALONE EP. 109, COLD CASE CAPER EP. 119	PA 1-396-605	22-Feb-11	CLOUDCO	USA

PROGRAM 8 - TWISTED WHISKERS - BUBBLE TROUBLE EP. 112, CAMBRIDGE KITTY EP. 122	PA 1-396-603	22-Feb-11	CLOUDCO	USA
PROGRAM 9 - TWISTED WHISKERS - DARK AND STORMY NIGHTS EP. 114, FOOD OF THE DOGS EP. 131	PA 1-396-604	22-Feb-11	CLOUDCO	USA

**American Greetings Corporation  
Pledge and Security Agreement  
Schedule 3.8, Exhibit B**

<b>COPYRIGHT REGISTRATIONS</b> Supplemented As of October, 2011				
Title	Nature of Work	Owner	Registration No.	Country
The berry big storm / by Megan E. Bryant ; illustrated by Margo Querol and Celestino Santanach.	Text	Those Characters from Cleveland	TX0005742387	US
STRAWBERRY SHORTCAKE: All Aboard! (Sticker Stories)	Text	Those Characters From Cleveland, Inc.,	TX0007407954	US
Title	Nature of Work	Owner	Registration No.	Country
Happy birthday bugs and kisses to you!	Visual Material	AGC, LLC	VA0001770685	US
Happy birthday to a purrfectly sweet girl!	Visual Material	AGC, LLC	VA0001770686	US
Hey, funky monkey! Hope your birthday's bananas!	Visual Material	AGC, LLC	VA0001770690	US
Hip-hippo-ray! It's your birthday today! Have a ton of fun!	Visual Material	AGC, LLC	VA0001770687	US
Say Ahh! Frog Card	Visual Material	AGC, LLC	VA0001755063	US
Say Ahh! Lion Card	Visual Material	AGC, LLC	VA0001755062	US
Say Ahh! Monster Card	Visual Material	AGC, LLC	VA0001755066	US
Say Ahh! Robot Card	Visual Material	AGC, LLC	VA0001755067	US
Style Guide: Sam the Ham	Visual Material	AGC, LLC	VAn001053556	US