

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Things Remembered, Inc.		05/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Collateral Agent: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3938207	CAPTURING LIFE'S MOMENTS
Registration Number:	3421762	CELEBRATE LIFE'S MOMENTS
Registration Number:	1809064	DANBURY CLOCK COMPANY
Registration Number:	3986580	DANBURY FALLS WATER GLOBE CO.
Registration Number:	3945611	EXPRESSIONS FROM THE HEART
Registration Number:	4101190	IMUSE PERSONALIZATION STUDIO
Registration Number:	1713471	REFLECTIONS
Registration Number:	2444538	THINGS REMEMBERED
Registration Number:	1022232	THINGS REMEMBERED
Registration Number:	1305481	THINGS REMEMBERED ENGRAVED GIFTS
Registration Number:	2454770	THINGS REMEMBERED PERSONALIZED GIFTS
Registration Number:	2440425	TR
Registration Number:	3507761	TR THINGS REMEMBERED CUSTOM ENGRAVERS

CORRESPONDENCE DATA

900224023

TRADEMARK
REEL: 004787 FRAME: 0170

CH \$340.00 3938207

Fax Number: 3128622200

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

Phone: 312-862-3865

Email: christine.casey@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street, 28th Floor

Address Line 2: c/o Christine Casey

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	34231-707 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	05/24/2012

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Things Remembered, Inc., a Delaware corporation, with principal offices at 5500 Avion Park Drive, Highland Heights, Ohio 44143 (the "Grantor"), hereby grants to BARCLAYS BANK PLC, as Collateral Agent, with principal offices at 745 Seventh Avenue, New York, New York 10019 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under all of Grantor's United States trademarks, trademark registrations and trademark applications (the "Marks"), including those set forth on Schedule A attached hereto, but excluding any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all rights to past, present or future proceeds and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

THIS GRANT is made to secure the payment of all the Secured Obligations of each of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of May 24, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

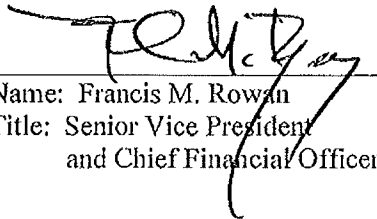
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER AND EACH OTHER SECURED PARTY SHALL BE CONSTRUED IN

ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO AND EACH OTHER SECURED PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO AND EACH OTHER SECURED PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
In Trademarks as of the ____ day of May, 2012.

THINGS REMEMBERED, INC.,
Grantor

By 
Name: Francis M. Rowan
Title: Senior Vice President
and Chief Financial Officer

[Signature Page to Security Interest Grant (Trademarks)]



BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By 
Name: RITAM BHALLA
Title: DIRECTOR

By _____
Name:
Title:

[Signature Page to Security Interest Grant (Trademarks)]

Schedule A

Grantor	Mark	Juris- diction	Status	Reg. No./Reg. Date
Things Remembered, Inc.	CAPTURING LIFE'S MOMENTS	US	Registered	3938207 3/29/2011
Things Remembered, Inc.	CELEBRATE LIFE'S MOMENTS	US	Registered	3421762 5/6/2008
Things Remembered, Inc.	DANBURY CLOCK COMPANY	US	Registered	1809064 12/7/1993
Things Remembered, Inc.	DANBURY FALLS WATER GLOBE CO.	US	Registered	3986580 6/28/2011
Things Remembered, Inc.	EXPRESSIONS FROM THE HEART	US	Registered	3945611 4/12/2011
Things Remembered, Inc.	IMUSE PERSONALIZATION STUDIO	US	Registered	4101190 2/21/2012
Things Remembered, Inc.	REFLECTIONS	US	Registered	1713471 9/8/1992
Things Remembered, Inc.	THINGS REMEMBERED	US	Registered	2444538 4/17/2001
Things Remembered, Inc.	THINGS REMEMBERED	US	Registered	1022232 10/7/1995
Things Remembered, Inc.	THINGS REMEMBERED ENGRAVED GIFTS	US	Registered	1305481 11/13/1984
Things Remembered, Inc.	THINGS REMEMBERED PERSONALIZED GIFTS	US	Registered	2454770 5/29/2001
Things Remembered, Inc.	TR Design 	US	Registered	2440425 4/3/2001
Things Remembered, Inc.	TR THINGS REMEMBERED CUSTOM ENGRAVERS 	US	Registered	3507761 9/30/2008