

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EK Success Ltd.		08/30/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	2832876	3D-DOTS
Registration Number:	3178256	A TOUCH OF JOLEE'S
Registration Number:	2559341	ABC TRACERS
Registration Number:	3829233	ALL THAT BLING
Registration Number:	3433339	ART BLANCHE
Registration Number:	1856731	ART WORX
Registration Number:	3432829	BECAUSE YOU CARE
Registration Number:	2803454	CHALKLETS
Registration Number:	2670494	CIRCLE SCISSOR
Registration Number:	2972221	COLOR BEE
Registration Number:	2828446	CORNERADORNER
Registration Number:	3389960	CURVY CUTTER
Registration Number:	2744322	CUTTER BEE
Registration Number:	3341503	CUTTERFLY

CH \$2215.00 2832876

Registration Number:	2900277	CUTTERPEDE
Registration Number:	3009192	DOTTO
Registration Number:	4115248	DREAM. MAKE. CELEBRATE.
Registration Number:	3280758	EASY IMAGE
Registration Number:	3529988	EK SUCCESS
Registration Number:	3507468	EK SUCCESS
Registration Number:	3501054	EK SUCCESS
Registration Number:	3396017	EK SUCCESS
Registration Number:	3934862	EKSUCCESS BRANDS
Registration Number:	3002444	EMBOSSIVES
Registration Number:	3060760	FABRIC BEE
Registration Number:	3007695	FASTENATER
Registration Number:	2971905	HONEY BEE
Registration Number:	3604400	I DO
Registration Number:	4017179	INKADINKACLINGS RUBBER STAMPS THAT CLING
Registration Number:	1638324	INKWORX
Registration Number:	2967940	INSCRIBLIO
Registration Number:	3013605	INSPIRABLES
Registration Number:	3680732	JOLEE'S
Registration Number:	4006935	JOLEE'S
Registration Number:	3874846	JOLEE'S
Registration Number:	2977071	JOLEE'S
Registration Number:	2583791	JOLEE'S BOUTIQUE
Registration Number:	2897772	JOLEE'S BY YOU
Registration Number:	4164862	JOLEE'S JEWELS
Registration Number:	3845982	JOLEE'S JEWELS
Registration Number:	3819289	JOLEE'S JEWELS
Registration Number:	3822740	JOLEE'S JEWELS
Registration Number:	2758913	JOLIE JEWELS
Registration Number:	3036620	LET-ME-TELL-YOU
Registration Number:	3450955	MAPLE LANE
Registration Number:	3450956	MAPLE LANE
Registration Number:	3341359	MAPLE LANE
Registration Number:	3283740	MAPLE LANE
Registration Number:	2101969	MAPLE LANE PRESS

	2897747	NOSTALGIQUES
Registration Number:	2397552	PAPER SHAPERS
Registration Number:	3178353	PEP RALLY
Registration Number:	2805648	PHRASE CAFE
Registration Number:	3811439	PRECIOUS FINDS
Registration Number:	3952010	PRINT YOUR OWN
Registration Number:	3029864	QUEEN BEE
Registration Number:	2541742	READY TO MAKE
Registration Number:	2596343	REALLY BIG STICKERS
Registration Number:	2733542	SCRAPBOOK DESIGN UNIVERSITY
Registration Number:	2780480	SDU
Registration Number:	3159504	SELECTIVES
Registration Number:	3732522	SPOTTED CANARY
Registration Number:	4084991	
Registration Number:	4064659	SPOTTED CANARY SCHOOL
Registration Number:	2626395	STAMP-A-MA-JIG
Registration Number:	2431607	STICKO
Registration Number:	3018363	STICKO STYLE
Registration Number:	2410902	STICKOPOTAMUS
Registration Number:	3042298	THE WRITE STICKERS
Registration Number:	3093648	THEORY TECHNIQUE FOUNDATION SUCCESS
Registration Number:	3190143	TITLE WAVES
Registration Number:	3104493	TRUE FAITH
Registration Number:	2846007	TWEEZER BEE
Registration Number:	2993433	VELLUM WRITER
Registration Number:	2698598	WHALE OF A PUNCH
Serial Number:	77716221	ALL THAT BLING
Serial Number:	85662569	CIRCLE SCISSOR PRO
Serial Number:	85644573	EASY IMAGE
Serial Number:	85213773	EK TOOLS
Serial Number:	85213765	EK TOOLS
Serial Number:	85697171	EK TOOLS
Serial Number:	85414065	EKSUCCESS BRANDS
Serial Number:	85644531	JOLEE'S BOUTIQUE
Serial Number:	85370545	JOLEE'S BOUTIQUE

	85407368	KEEP AMERICA CRAFTING
Serial Number:	85201909	LALIBERI
Serial Number:	85101082	SPOTTED CANARY
Serial Number:	85705224	STICKO FUNCTIONALITY

CORRESPONDENCE DATA

Fax Number:

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

Email: dgaier@paulweiss.com, emendes@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

19338-005

NAME OF SUBMITTER:

Danielle L. Gaier

Signature:

/Danielle L. Gaier/

Date:

09/19/2012

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 30, 2012, by EK Success Ltd. (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to an ABL Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement," capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the Pledgor, and other Subsidiaries of Wilton Brands, LLC and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request

and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

E K SUCCESS LTD.

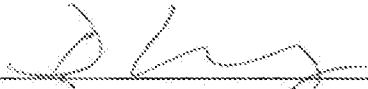
By: Mary C. Merfeld
Name: Mary C. Merfeld

[Signature Page to ABL Trademark Security Agreement]


TRADEMARK
REEL: 004861 FRAME: 0489

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 

Name: **Dusan Lazarov**
Title: **Director**

By: 

Name:
Title: **Courtney E. Meehan**
Vice President

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App No	Appl Date	Reg No	Reg Date
3D-Dots	76/457145	09-Oct-02	2832876	13-Apr-04
A Touch of Jolee's	78581843	07-Mar-05	3178256	28-Nov-06
ABC Tracers	75650555	25-FEB-1999	2559341	09-APR-2002
All that bling	77716165	17-Apr-09	3829233	03-Aug-10
All that bling	77716221	17-APR-2009		
Art Blanche	78/951880	14-Aug-06	3433339	20-May-08
Art Worx	74/407602	28-Jun-93	1856731	04-Oct-94
Because You Care	78/712227	13-Sep-05	3432829	20-May-08
Chalklets	76/461282	24-Oct-02	2803454	06-Jan-04
Circle Scissor	75/801198	16-Sep-99	2670494	31-Dec-02
Circle Scissor Pro	85662569	27-Jun-12		
Color Bee	76/547187	26-Sep-03	2972221	19-Jul-05
CornerAdorner	76/461279	24-Oct-02	2828446	30-Mar-04
Curvy Cutter	78/773915	15-Dec-05	3389960	26-Feb-08
Cutter Bee	76/353562	28-Dec-01	2744322	29-Jul-03
Cutterfly	78/769817	08-Dec-05	3341503	20-Nov-07
Cutterpede	76/419657	12-Jun-02	2900277	02-Nov-04
Dotto	76/547188	26-Sep-03	3009192	25-Oct-05
Dream.Make.Celebrate.	77/616539	18-Nov-08	4115248	20-Mar-12
Easy Image	78/725428	03-Oct-05	3280758	14-Aug-07
Easy Image	85644573	06-Jun-12		
EK Success	77/295113	03-Oct-07	3529988	11-Nov-08
EK Success	77/295109	03-Oct-07	3507468	30-Sep-08
EK Success	77/295105	03-Oct-07	3501054	16-Sep-08
EK Success	78/714729	16-Sep-05	3396017	11-Mar-08
EK Tools	85213773	10-Jan-11		
EK Tools	85213765	10-Jan-11		
EK Tools design	85697171	07-Aug-12		
EKSuccess Brands	77/607483	05-Nov-08	3934862	22-Mar-11
EKSuccess Brands	85414065	02-Sep-11		
Embossives	76/587163	16-Apr-04	3002444	27-Sep-05

¹ Note to attorney: These schedules include the minimum information required to perfect in the PTO. A conformed version of perfection certificate would be adequate, provided it contains this information.

Trademark	App No	Appl Date	Reg No	Reg Date
Fabric Bee	76587741	21-Apr-04	3060760	21-Feb-06
Fastenator	76572750	29-Jan-04	3007695	18-Oct-05
Honey Bee	76/515961	21-May-03	2971905	19-Jul-05
I Do	78714862	26-OCT-2005	3604400	07-APR-2009
InkaDinkaClings Rubber Stamps that Cling	85164397	29-Oct-10	4017179	23-Aug-11
Inkworx	73809538	28-Jun-89	1638324	19-Mar-91
Inscriblio	76/558677	07-Nov-03	2967940	12-Jul-05
Inspirables	76519333	4-Jun-03	3013605	08-NOV-2005
Jolee's	77/402750	21-Feb-08	3680732	08-Sep-09
Jolee's	77908928	11-Jan-10	4006935	02-Aug-11
Jolee's	77908950	11-Jan-10	3874846	09-Nov-10
Jolee's	76/452649	20-Sep-02	2977071	26-Jul-05
Jolee's Boutique	76/297063	08-Aug-01	2583791	18-Jun-02
Jolee's Boutique	85644531	06-Jun-12		
Jolee's Boutique	85370545	13-Jul-11		
Jolee's by You	76/454154	01-Oct-02	2897772	26-Oct-04
Jolee's Jewels	77663101	04-Feb-09	4164862	26-Jun-12
Jolee's Jewels	77663160	04-Feb-09	3845982	07-Sep-10
Jolee's Jewels	77663090	04-Feb-09	3819289	13-Jul-10
Jolee's Jewels	77663082	04-Feb-09	3822740	20-Jul-10
Jolie Jewels	78141959	08-Jul-02	2758913	02-Sep-03
Keep America Crafting	85407368	25-Aug-11		
Laliberi	85201909	20-Dec-10		
Let-Me-Tell-You	78347024	31-DEC-2003	3036620	27-DEC-2005
Maple Lane	78/721705	27-Sep-05	3450955	17-Jun-08
Maple Lane	78/721723	27-Sep-05	3450956	17-Jun-08
Maple Lane	78/721631	27-Sep-05	3341359	20-Nov-07
Maple Lane	78/721655	27-Sep-05	3283740	21-Aug-07
Maple Lane Press	74/728316	11-Sep-95	2101969	30-Sep-97
Nostalgiques	76/438856	07-Aug-02	2897747	26-Oct-04
Paper Shapers	75/766116	02-Aug-99	2397552	24-Oct-00
Pep Rally	78/599167	31-Mar-05	3178353	28-Nov-06
Phrase Café	76/458222	15-Oct-02	2805648	13-Jan-04
Precious Finds	77/474257	14-May-08	3811439	29-Jun-10
Print Your Own design	77/924901	01-Feb-10	3952010	26-Apr-11
Queen Bee	76/573422	29-Jan-04	3029864	13-Dec-05
Ready to Make	76126329	12-Sep-00	2541742	19-FEB-2002

Trademark	App No	Appl Date	Reg No	Reg Date
Really Big Stickers	76254486	09-MAY-2001	2596343	16-JUL-2002
Scrapbook Design University	76/326270	16-Oct-01	2733542	01-Jul-03
SDU	76401340	29-APR-2002	2780480	04-NOV-2003
Selectives	76/610162	03-Sep-04	3159504	17-Oct-06
Spotted Canary	77/606880	04-Nov-08	3732522	29-Dec-09
Spotted Canary	85101082	05-Aug-10		
Spotted Canary Bird Design (no hat)	85196188	13-Dec-10	4084991	10-Jan-12
Spotted Canary School	85194960	10-Dec-10	4064659	29-Nov-11
Stamp-A-Ma-Jig	76/215290	23-Feb-01	2626395	24-Sep-02
Sticko	76/000738	15-Mar-00	2431607	27-Feb-01
Sticko Functionality	85705224	16-Aug-12		
Sticko Style	76594083	26-May-04	3018363	22-Nov-05
Stickopotamus	76/000134	15-Mar-00	2410902	05-Dec-00
The Write Stickers	76587157	16-APR-2004	3042298	10-JAN-2006
Theory Technique Foundation Success	76582332	22-MAR-2004	3093648	16-MAY-2006
Title Waves	78/647253	09-Jun-05	3190143	26-Dec-06
True Faith	76610009	03-SEP-2004	3104493	13-JUN-2006
Tweezer Bee	76/454690	02-Oct-02	2846007	25-May-04
Vellum Writer	76/572723	29-Jan-04	2993433	06-Sep-05
Whale of a Punch	76/309396	04-Sep-01	2698598	18-Mar-03