

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K & Company LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

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: 33

Property Type	Number	Word Mark
Registration Number:	4046610	ABRIANNA
Registration Number:	3080676	BEYOND POSTMARKS
Registration Number:	3652461	CHIPBOX
Registration Number:	3580130	CLEARLY YOURS
Registration Number:	3124228	DAISY HILL
Registration Number:	4154690	EDAMAME
Registration Number:	4154694	ENGRAVED GARDEN
Registration Number:	4099732	FOR THE MOMENTS AND MUSINGS THAT STICK
Registration Number:	3907841	FRAME A NAME
Registration Number:	3273881	FRAME A NAME
Registration Number:	3089592	GRAND ADHESIONS
Registration Number:	4154691	ISABELLA GRACE
Registration Number:	3991439	K
Registration Number:	3991438	K

TRADEMARK

CH \$840.00 4046610

Registration Number:	3991437	K
Registration Number:	3991436	K
Registration Number:	4010053	LIFE'S LITTLE OCCASIONS
Registration Number:	4165432	LIVE IT UP, GLUE IT DOWN & SMASH IT IN.
Registration Number:	3283475	MARCELLA
Registration Number:	4162354	MERRYWEATHER
Registration Number:	4028914	PRESERVE YOUR MEMORIES. PRESERVE YOUR EARTH.
Registration Number:	3792906	RE- MAKE
Registration Number:	4147820	SMASH
Registration Number:	4132559	SMASH FOLIO
Registration Number:	3623439	STUDIO 112
Registration Number:	4046359	SWEET NECTAR
Registration Number:	4103093	THEMED ON-THE-GO PAD FOR LIFES LISTS AND HAPPENINGS
Registration Number:	3364011	TO GO
Serial Number:	85413824	K K&COMPANY
Serial Number:	85424772	K&COMPANY SMASH
Serial Number:	85276600	SMASH
Serial Number:	85335991	SMASH INSERTS
Serial Number:	85621346	STUDIO 112

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: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 30, 2012, by K & Company LLC (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Term Loan 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 dated as of August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors party thereto 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 Term Loan 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 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,

K & COMPANY LLC

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

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004863 FRAME: 0557

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Courtney E. Meehan
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
Abrianna	85115555	25-Aug-10	4046610	25-Oct-11
Beyond Postmarks	78/441306	25-Jun-04	3080676	11-Apr-06
Chipbox	77/525788	18-Jul-08	3652461	07-Jul-09
Clearly Yours	77/525795	18-Jul-08	3580130	24-Feb-09
Daisy Hill	78268254	27-JUN-2003	3124228	01-AUG-2006
Edamame	85092545	26-Jul-10	4154690	05-Jun-12
Engraved Garden	85095489	29-Jul-10	4154694	05-Jun-12
For the Moments and Musings that Stick	85058077	09-Jun-10	4099732	14-Feb-12
Frame A Name	85057093	08-Jun-10	3907841	18-Jan-11
Frame A Name	77/023132	07-Oct-06	3273881	07-Aug-07
Grand Adhesions	78/502881	20-Oct-04	3089592	09-May-06
Isabella Grace	85092554	26-Jul-10	4154691	05-Jun-12
K design	77/122649	05-Mar-07	3991439	12-Jul-11
K design	77/122636	05-Mar-07	3991438	12-Jul-11
K design	77/122621	05-Mar-07	3991437	12-Jul-11
K design	77/122612	05-Mar-07	3991436	12-Jul-11
K K&Company logo	85413824	02-Sep-11		
K&CompanySMASH* design	85424772	16-Sep-11		
Life's Little Occasions	77902960	30-Dec-09	4010053	09-Aug-11
Live it up, glue it down & smash it in.	85240194	11-Feb-11	4165432	26-Jun-12
Marcella	78/350861	12-Jan-04	3283475	21-Aug-07
Merryweather	85348143	16-Jun-11	4162354	19-Jun-12
Preserve Your Memories. Preserve Your Earth.	85273261	22-Mar-11	4028914	20-Sep-11
Re-Make	77843589	07-Oct-09	3792906	25-May-10
Smash	85335240	01-Jun-11	4147820	22-May-12
Smash	85276600	25-Mar-11		
Smash Folio	85095488	29-Jul-10	4132559	24-Apr-12
Smash Inserts	85335991	02-Jun-11		

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
Studio 112	77/078859	09-Jan-07	3623439	19-May-09
Studio 112	85621346	10-May-12		
Sweet Nectar	85068606	22-Jun-10	4046359	25-Oct-11
Themed on-the-go pad for lifes lists and happenings	85201990	20-Dec-10	4103093	21-Feb-12
To Go	78/839279	16-Mar-06	3364011	01-Jan-08