

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|--------------------------------------|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ABL Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dimensions Crafts 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: 43 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2968985 | CLEAR ON CLEAR | |
| Registration Number: | 3225905 | CREATIVE ACCENTS | |
| Registration Number: | 3024789 | CREATIVE ACCENTS | |
| Registration Number: | 2421474 | DAYDREAMS | |
| Registration Number: | 1214121 | DIMENSIONS | |
| Registration Number: | 1909361 | FASHIONART | |
| Registration Number: | 2027935 | FELTWORKS | |
| Registration Number: | 4057502 | FELTWORKS FUN | |
| Registration Number: | 3709728 | FUNFUSION | |
| Registration Number: | 4127959 | HANDMADE EMBROIDERY KIT | |
| Registration Number: | 1165529 | INKADINKADO | |
| Registration Number: | 1695412 | LEARN-A-CRAFT | |
| Registration Number: | 3651936 | LI'L TOTS | |
| Registration Number: | 4066325 | PENCIL WORKS | |

TRADEMARK

| | | |
|----------------------|----------|--|
| Registration Number: | 2086904 | PERLER |
| Registration Number: | 4028323 | PERLER BEADS |
| Registration Number: | 3221392 | PERLER BEADS |
| Registration Number: | 3973805 | PERLER BEADS BIGGIE BEADS |
| Registration Number: | 3779863 | PERSONAL IMPRESSIONS |
| Registration Number: | 1187817 | SUNSET |
| Registration Number: | 1174296 | SUNSET |
| Registration Number: | 1194015 | SUNSET |
| Registration Number: | 1176272 | SUNSET |
| Registration Number: | 4127957 | THE GOLD COLLECTION |
| Registration Number: | 4127958 | THE GOLD COLLECTION PETITES |
| Registration Number: | 3068971 | THINGAMAJIGS |
| Serial Number: | 85260114 | BEAD HINGE MOTIONATORS MAKE YOUR PROJECTS MOVE |
| Serial Number: | 85574165 | BEAD 'N CARRY |
| Serial Number: | 85514032 | DIMENSIONS |
| Serial Number: | 85262975 | DOUBLE MOTIONATORS |
| Serial Number: | 85693235 | I-PEGBOARD |
| Serial Number: | 85269563 | MOTIONATOR |
| Serial Number: | 85262983 | MOTIONATOR STAND |
| Serial Number: | 85263000 | MOTIONATOR TOOL |
| Serial Number: | 85262988 | PEG MOTIONATORS |
| Serial Number: | 85357728 | PERLER |
| Serial Number: | 85416773 | PERLER BIGGIE BEADS |
| Serial Number: | 85391772 | PERLER SNAPSHOTS |
| Serial Number: | 85262979 | PIVOT MOTIONATORS |
| Serial Number: | 85262991 | QUAD MOTIONATORS |
| Serial Number: | 85262966 | SINGLE MOTIONATORS |
| Serial Number: | 85262984 | SMALL POST MOTIONATORS |
| Serial Number: | 85553288 | STAMPINGGEAR |

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

TRADEMARK
REEL: 004863 FRAME: 0620

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 Dimensions Crafts LLC (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 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]

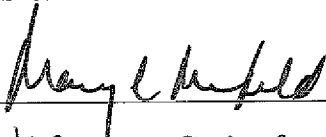
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIMENSIONS CRAFTS LLC

By: _____

Name: _____


Mary C. Merfeld

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004863 FRAME: 0624

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarev**
Title: **Director**

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

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | App No | Appl Date | Reg No | Reg Date |
|---|---------------|------------------|---------------|-----------------|
| Bead Hinge Motionators Make your Projects Move | 85260114 | 07-Mar-11 | | |
| Bead 'n Carry | 85574165 | 20-Mar-12 | | |
| Clear on Clear | 78435459 | 15-JUN-2004 | 2968985 | 12-JUL-2005 |
| Creative Accents | 78/677688 | 25-Jul-05 | 3225905 | 03-Apr-07 |
| Creative Accents | 78450613 | 14-JUL-2004 | 3024789 | 06-DEC-2005 |
| Daydreams | 75/929889 | 28-Feb-00 | 2421474 | 16-Jan-01 |
| Dimensions | 73/333053 | 19-Oct-81 | 1214121 | 26-Oct-82 |
| Dimensions | 85514032 | 11-Jan-12 | | |
| Double Motionators | 85262975 | 10-Mar-11 | | |
| Fashionart | 74/432990 | 07-Sep-93 | 1909361 | 01-Aug-95 |
| Feltworks | 74/711221 | 04-Aug-95 | 2027935 | 31-Dec-96 |
| Feltworks Fun | 85161551 | 26-Oct-10 | 4057502 | 15-Nov-11 |
| Funfusion | 77/492607 | 06-Jun-08 | 3709728 | 10-Nov-09 |
| Handmade Embroidery Kit & design | 85278263 | 28-Mar-11 | 4127959 | 17-Apr-12 |
| Inkadinkado | 73/245055 | 03-Jan-80 | 1165529 | 18-Aug-81 |
| i-pegboard | 85693235 | 02-Aug-12 | | |
| Learn-A-Craft | 74/143815 | 04-Mar-91 | 1695412 | 16-Jun-92 |
| LIL' TOTS Stylized | 77/299450 | 09-Oct-07 | 3651936 | 07-Jul-09 |
| Motionator | 85269563 | 17-Mar-11 | | |
| Motionator Stand | 85262983 | 10-Mar-11 | | |
| Motionator Tool | 85263000 | 10-Mar-11 | | |
| Peg Motionators | 85262988 | 10-Mar-11 | | |
| Pencilworks design | 85268103 | 16-Mar-11 | 4066325 | 06-Dec-11 |
| Perler | 75/013434 | 23-Oct-95 | 2086904 | 12-Aug-97 |
| Perler | 85357728 | 28-Jun-11 | | |
| Perler Beads | 85237485 | 09-Feb-11 | 4028323 | 20-Sep-11 |
| Perler Beads and Design | 78/585434 | 11-Mar-05 | 3221392 | 27-Mar-07 |
| Perler Beads Biggie Beads | 85148102 | 08-Oct-10 | 3973805 | 07-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 |
|--------------------------------------|-----------|-------------|---------|-------------|
| Perler Biggie Beads | 85416773 | 08-Sep-11 | | |
| Perler Snapshots | 85391772 | 08-Aug-11 | | |
| Personal Impressions | 77/076102 | 04-Jan-07 | 3779863 | 27-Apr-10 |
| Pivot Motionators | 85262979 | 10-Mar-11 | | |
| Quad Motionators | 85262991 | 10-Mar-11 | | |
| Single Motionators | 85262966 | 10-Mar-11 | | |
| Small Post Motionators | 85262984 | 10-Mar-11 | | |
| StampingGear stylized | 85553288 | 27-Feb-12 | | |
| Sunset | 73278206 | 16-SEP-1980 | 1187817 | 26-JAN-1982 |
| Sunset | 73278207 | 16-SEP-1980 | 1174296 | 20-OCT-1981 |
| Sunset | 73278208 | 16-SEP-1980 | 1194015 | 20-APR-1982 |
| Sunset | 73278209 | 16-SEP-1980 | 1176272 | 03-NOV-1981 |
| The Gold Collection & Design | 85278248 | 28-Mar-11 | 4127957 | 17-Apr-12 |
| The Gold Collection Petites & Design | 85278254 | 28-Mar-11 | 4127958 | 17-Apr-12 |
| Thingamajigs | 78262187 | 13-JUN-2003 | 3068971 | 14-MAR-2006 |