

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation (as successor agent to Citicorp North America, Inc.), as Collateral Agent		10/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Waddington North America, Inc.		
Street Address:	50 E. RiverCenter Blvd., Suite 650		
City:	Covington		
State/Country:	KENTUCKY		
Postal Code:	41011		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2116122	FROM CONCEPT TO COMPLETION	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00534		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 2116122

Date:

10/04/2012

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of October 2, 2012, by General Electric Capital Corporation (as successor agent to Citicorp North America, Inc.), in its capacity as administrative agent and Collateral Agent ("Agent") under that certain Credit Agreement, dated as of April 7, 2004, by and among Waddington North America, Inc., as Borrower, WNA Holding Company, as Parent Guarantor, certain subsidiaries of Waddington North America, Inc., as Subsidiary Guarantors, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Agent, on the one hand, and Borrower, Parent Guarantor and Subsidiary Guarantors (collectively, the "Loan parties"), on the other hand, entered into that certain Security Agreement, dated as of April 7, 2004 (the "Agreement");

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights, including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks"), as security for the obligations of Borrower to Agent and Lenders under the Credit Agreement (the "Obligations");

WHEREAS, Agent's security interest in the Released Trademarks is recorded on September 5, 2000 at Reel 2158, Frame 0341 in the United States Patent and Trademark Office ("PTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent, on behalf of itself and the Lenders, hereby fully releases and terminates its security interest in and lien on:

(a) all of each Loan Party's now existing or hereafter acquired right, title and interest in and to all Released Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Released Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of each Loan Party's business connected with or symbolized by Released Trademarks; and

(c) any claims by any Loan Party against third parties for infringement of the Released Trademarks or of any license with respect thereto.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: *Bhaskar*
Name: BHASKAR ROY
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE A

RELEASED TRADEMARKS

Trademark No.	Registration Date	Mark
2116122	11/25/1997	FROM CONCEPT TO COMPLETION