

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waddington North America, Inc.		10/03/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Unlimited liability company corporation: NOVA SCOTIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2015090	CATERLINE	
Registration Number:	2002633	CATERLINE	
Registration Number:	1784169	CLASSICWARE	
Registration Number:	2116122	FROM CONCEPT TO COMPLETION	
Registration Number:	2552933	PARTY CHOICE	
Registration Number:	3801339	PETITES	
Registration Number:	1898984	WE BRING MORE TO THE TABLE	
Registration Number:	3820496	WNA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8438		
Email:	raquel.pena@kattenlaw.com		

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Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-534

NAME OF SUBMITTER: Raquel Pena

Signature: /Raquel Pena/

Date: 10/04/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (CA AGENT)

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Canada Finance Holding Company ("GE Capital Canada"), as agent (in such capacity, together with its successors and permitted assigns, "Canadian Agent") for the Canadian Lenders and the Canadian L/C Issuers (as defined in the Credit Agreement referred to below) and the other Canadian Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2012 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the US Borrowers, the Canadian Borrowers, Ultimate Holdings, the US Borrower Representative, the Canadian Borrower Representative, the other Credit Parties thereto, the US Lenders and the US L/C Issuers from time to time party thereto, GE Capital, as US Agent for the US Lenders and the US L/C Issuers, the Canadian Lenders and the Canadian L/C Issuers from time to time party thereto, and Canadian Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a (i) Guarantee and Security Agreement dated as of October 3, 2012 in favor of Canadian Agent and (ii) Guaranty and Security Agreement dated as of October 3, 2012 in favor of US Agent and Canadian Agent (the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of each US Borrower and each Canadian Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), hereby mortgages, pledges and hypothecates to

Canadian Agent for the benefit of the Canadian Secured Parties, and grants to Canadian Agent for the benefit of the Canadian Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor 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,

WADDINGTON NORTH AMERICA, INC., a
Massachusetts corporation, as Grantor

By: 

Name:

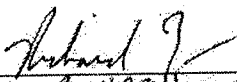
MICHAEL B. EVONS

Title:

CEO

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: 
Name: RICHARD J. ROSEN
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
CATERLINE	U.S. Federal	Registered	74697371 7/5/1995	2015090 11/12/1996	Waddington North America
CATERLINE	U.S. Federal	Registered	74697372 7/5/1995	2002633 9/24/1996	Waddington North America
CLASSICWARE	U.S. Federal	Registered	74323572 10/19/1992	1784169 7/27/1993	Waddington North America
FROM CONCEPT TO COMPLETION	U.S. Federal	Registered	75201778 11/4/1996	2116122 11/25/1997	Waddington North America, Inc.
PARTY CHOICE	U.S. Federal	Registered	75391204 11/17/1997	2552933 3/26/2002	Waddington North America, Inc.
PETITES	U.S. Federal	Registered Supplemental Register	77762017 6/17/2009	3801339 6/8/2010	Waddington North America, Inc.
WE BRING MORE TO THE TABLE	U.S. Federal	Renewed (Registered)	74521297 5/9/1994	1898984 6/13/1995	Waddington North America, Inc.
WNA	U.S. Federal	Registered	77761924 6/17/2009	3820496 7/20/2010	Waddington North America, Inc.

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