

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Release of Security Interest in Intellectual Property (Trademarks) (originally recorded at Reel/Frame 3616/0863 and 4766/0586)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macquarie US Trading LLC, as Administrative Agent		10/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Waddington North America, Inc.
Street Address:	50 E. RiverCenter Blvd., Ste. 650
City:	Covington
State/Country:	KENTUCKY
Postal Code:	41011
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1784169	CLASSICWARE
Registration Number:	2116122	FROM CONCEPT TO COMPLETION
Registration Number:	2552933	PARTY CHOICE
Registration Number:	2035637	STAX
Registration Number:	1898984	WE BRING MORE TO THE TABLE
Registration Number:	2002633	CATERLINE
Registration Number:	2015090	CATERLINE
Registration Number:	1448560	DUAL HEAT

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312)577-8416

CH \$215.00 1784169

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/
Date:	10/04/2012

Total Attachments: 3

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**NOTICE OF RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY
(TRADEMARKS)**

Reference is made to that certain (i) Grant of Patent Security Interest (the "Security Agreement"), dated as of August 28, 2007, by and among the grantors Waddington North America, Inc., a Massachusetts corporation and WNA Hopple Plastics, Inc., a Delaware corporation (collectively, the "Grantors") in favor of Société Générale, as Administrative Agent and Collateral Agent under that certain First Lien Credit Agreement (as defined in the Security Agreement) and that certain Second Lien Credit Agreement (as defined in the Security Agreement) (in such capacities, the "Initial Agent") and recorded at the United States Patent and Trademark Office (the "USPTO") at Reel 3616, Frame 0863 on September 7, 2007 and (ii) the Assignment Agreement, dated as of April 25, 2012 (the "Assignment Agreement"), by the Initial Agent in favor of Macquarie US Trading LLC, as successor Administrative Agent and Collateral Agent under that certain First Lien Credit Agreement (as defined in the Security Agreement) and that certain Second Lien Credit Agreement (as defined in the Security Agreement) (in such capacities, the "Successor Agent") and recorded at the USPTO at Reel 4766, Frame 0586 on April 27, 2012. Pursuant to the Security Agreement, the Grantors granted to the Initial Agent and its successor agents a security interest in the Grantors' right, title and interest in certain trademarks and service marks (and the goodwill associated therewith) including those listed on Schedule I hereto (the "Trademarks"), and pursuant to the Assignment Agreement, the Initial Agent assigned all of its rights, powers, discretion, privileges, duties and obligations under the Security Agreement to the Successor Agent.

WHEREAS, the Successor Agent now desires to terminate and release the entirety of its security interest in the Trademarks;


NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this release, the Successor Agent hereby states as follows:


The Successor Agent hereby terminates, releases and discharges its security interest in the Trademarks, and re-assigns and releases to the Grantors all right, title and interest that the Successor Agent has in and to the Trademarks and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including, without limitation, all goodwill associated in any way with such Trademarks; and all rights corresponding thereto associated with such Trademarks. The Successor Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, and perform such additional acts, as may be reasonably necessary to effect the release of the security interest contemplated hereby.

This release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

IN WITNESS HEREOF, the undersigned has executed this release by its duly authorized officer named below, and as of the date written below.

MACQUARIE US TRADING LLC,
as Successor Agent

By: 
Name: Robert M. Perdock
Title: Managing Director

By: 
Name: Anita Chiu
Title: Associate Director

Dated: October 3, 2012

Signature Page to Notice of Release of Security Interest (Trademarks)

TRADEMARK
REEL: 004874 FRAME: 0205

SCHEDULE I**TRADEMARKS**

Owner	Trademark/Service Mark	Reg. No.	Reg. Date
Waddington North America Inc.	CLASSICWARE	1,784,169	07/27/1993
Waddington North America Inc.	FROM CONCEPT TO COMPLETION	2,116,122	11/25/1997
Waddington North America Inc.	PARTY CHOICE	2,552,933	03/26/2002
Waddington North America Inc.	STAX	2,036,637	02/04/1997
Waddington North America Inc.	WE BRING MORE TO THE TABLE	1,898,984	06/13/1995
Waddington North America Inc.	CATERLINE	2,002,633	09/24/1996
Waddington North America Inc.	CATERLINE	2,015,090	11/12/1996
Waddington North America Inc.	DUAL HEAT	1,448,560	07/21/1987
Waddington North America Inc.	CLASSICWARE (Canada)	TMA503432	11/02/1998
Waddington North America Inc.	CLASSICWARE (Mexico)	496,990	01/07/1994