

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
WM. Wright Co.		01/30/2013	CORPORATION: 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: 25

Property Type	Number	Word Mark
Registration Number:	1358165	BALENE
Registration Number:	1048584	BONDEX
Registration Number:	1117715	BONDEX
Registration Number:	908314	BOYE
Registration Number:	752483	BOYE
Registration Number:	757410	BOYE
Registration Number:	507382	BOYE
Registration Number:	3266102	CREATION STATION
Registration Number:	1391688	CROCHET MASTER
Registration Number:	2266594	EZ
Registration Number:	2299401	EZ QUILTING
Registration Number:	1640598	KNITMATES
Registration Number:	3416748	NEEDLEMASTER
Registration Number:	821358	PERFECTION POINTS

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Registration Number:	3424455	SIMPLY CREATIVE
Registration Number:	974394	SOFT AND EASY
Registration Number:	4066814	THE NAME YOU TRUST FOR THE CRAFT TOOLS YOU LOVE
Registration Number:	1417539	
Registration Number:	904123	WRIGHTS
Registration Number:	2742180	WRIGHTS HOME COLLECTION
Registration Number:	3341722	WRIGHTS
Registration Number:	3755712	FIX IT FAST
Registration Number:	4223535	QUINCEANERA
Registration Number:	1188748	EZ INTERNATIONAL
Serial Number:	85774364	SENSATHREAD

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: emendes@paulweiss.com, dgaier@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:	01/30/2013

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 30, 2013 by WM. Wright Co., a Delaware corporation (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 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 August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the other pledgors 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. The 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.

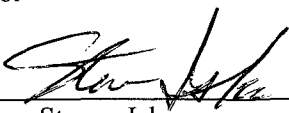
[signature page follows]

IN WITNESS WHEREOF, the 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,

WM. WRIGHT CO.,
as Pledgor

By: _____


Name: Steven Isko
Title: Executive Vice President,
General Counsel and Secretary

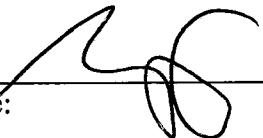
[Signature Page- Trademark Security Agreement Term Loan]

TRADEMARK
REEL: 004952 FRAME: 0276

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Benjamin Souh**
Title: **Vice President**

[Signature Page- Trademark Security Agreement Term Loan]

TRADEMARK
REEL: 004952 FRAME: 0277

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Application#	File Date	Registration#	Registration Date	Status	Registered Owner
BALENE	73520848	2/5/1985	1,358,165	9/3/1985	Registered	Wm. Wright Co.
BONDEX	73074954	1/21/1976	1,048,584	9/21/1976	Registered	Wm. Wright Co.
BONDEX (Stylized)	73147953	11/9/1977	1,117,715	5/8/1979	Registered	Wm. Wright Co.
BOYE	72306837	9/9/1968	908,314	2/23/1991	Registered	Wm. Wright Co.
BOYE & Design	72/154,801	10/9/1962	752,483	7/9/1963	Registered	Wm. Wright Co.
BOYE and Design	72152276	8/31/1962	757,410	9/24/1963	Registered	Wm. Wright Co.
BOYE and Design	71539808	7/8/1947	507,382	3/8/1949	Registered	Wm. Wright Co.
CREATION STATION	78/684,396	8/3/2005	3,266,102	7/17/2007	Registered	Wm. Wright Company
CROCHET MASTER	73517182	1/11/1985	1,391,688	4/29/1986	Registered	Wm. Wright Co.
EZ (Stylized)	75432746	2/11/1998	2,266,594	8/3/1999	Registered	Wm. Wright Co.
EZ QUILTING	75432759	2/11/1998	2,299,401	12/14/1999	Registered	Wm. Wright Co.
KNITMATES	73797484	5/3/1989	1,640,598	4/9/1991	Registered	Wm. Wright Co.
NEEDLEMASTER	77/068,257	12/20/2006	3,416,748	4/29/2008	Registered	Wm. Wright Co.
PERFECTION POINTS	72201362	9/8/1964	821,358	12/27/1966	Registered	Wm. Wright Co.
SENSATHREAD	85/774,364	11/8/2012			Pending	Wm. Wright Co.
SIMPLY CREATIVE	78/837,664	3/15/2006	3,424,455	5/6/2008	Registered	Wm. Wright Company
SOFT AND EASY	72/437,668	10/6/1972	974,394	12/4/1973	Registered	Wm. Wright Co.
THE NAME YOU TRUST FOR THE CRAFT TOOLS YOU LOVE	85/303,479	4/25/2011	4,066,814	12/6/2011	Registered	Wm. Wright Co.
WHALE (Design)	73575513	12/30/1985	1,417,539	11/18/1986	Registered	Wm. Wright Co.
WRIGHTS	72313366	11/29/1968	904,123	12/15/1970	Registered	Wm. E. Wright Co.
WRIGHTS HOME COLLECTION	75/430,015	2/6/1998	2,742,180	7/29/2003	Registered	Wm. Wright Co.
WRIGHTS and Design	78/831,832	3/8/2006	3,341,722	11/20/2007	Registered	Wm. Wright Co.
FIX IT FAST	77/595198	10/17/2008	3755712	03/02/2010	Registered	Wm. Wright Co.
QUINCEANERA	85/595450	10/09/2012	4223535	04/11/2012	Registered	Wm. Wright Co.
EZ INTERNATIONAL	73/239905	11/20/1979	1188748	02/02/1982	Registered	Wm. Wright Co.