

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK RELEASE OF SECURITY INTEREST REEL 4873 FRAME 0763

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Canada Finance Holding Company		06/07/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Waddington North America, Inc.
Street Address:	Six Stuart Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	CORPORATION: MASSACHUSETTS

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: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2123108000
 Email: brian.lee@weil.com

CH \$215.00 2015090

Correspondent Name: Tom Hashagen
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0093/T. HASHAGEN
NAME OF SUBMITTER:	TOM HASHAGEN
Signature:	/TOM HASHAGEN/
Date:	10/30/2013

Total Attachments: 4
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TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST (“Release”) is made as of June 7, 2013, by GE CANADA FINANCE HOLDING COMPANY, as agent for the Canadian Lenders and the Canadian L/C Issuers and the other Canadian Secured Parties (“Canadian Agent”).

WITNESSETH:

WHEREAS, Canadian Agent and WADDINGTON NORTH AMERICA, INC., a Massachusetts corporation (“Grantor”), were parties to that certain Trademark Security Agreement (CA Agent) dated as of October 3, 2012 (the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a Lien and security interest to Canadian Agent in, among other things, the Trademarks as security for certain obligations owing by Grantor to the financial institutions (collectively, the “Lenders”) from time to time party to that certain Credit Agreement by and among Grantor and Canadian Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on October 4, 2012 at Reel 4873, Frame 0763; and

WHEREAS, Grantor has requested that Canadian Agent terminate the Security Agreement and release its Lien on and security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Canadian Agent hereby terminates the Security Agreement and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to all of the following (the “Trademark Collateral”):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on Exhibit A;

(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 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.

2. Canadian Agent agrees that it shall execute all other documents and do all other acts necessary to terminate the Security Agreement and effect the release of such right, title and interest to Grantor, at the sole cost and expense of Grantor.


3. This Release and 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.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Canadian Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

**GE CANADA FINANCE HOLDING COMPANY, as
Canadian Agent**

By: _____
Name: _____
Title: _____



RICHARD ZENI
DULY AUTHORIZED SIGNATORY

EXHIBIT A to Trademark Release of Security Interest

Trademarks:

MARK	REGISTRATION NO.	REGISTRATION DATE
CATERLINE	2015090	11/12/1996
CATERLINE	2002633	9/24/96
CLASSICWARE	1784169	7/27/93
FROM CONCEPT TO COMPLETION	2116122	11/25/97
PARTY CHOICE	2552933	3/26/02
PETITES	3801339	6/8/10
WE BRING MORE TO THE TABLE	1898984	6/13/95
WNA	3820496	7/20/10