

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release of Security Interest in Reel 4873 Frame 0691		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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 GENERAL ELECTRIC CAPITAL CORPORATION, as agent for the US Lenders and the US L/C Issuers and the other US Secured Parties (“US Agent”).

WITNESSETH:

WHEREAS, US Agent and WADDINGTON NORTH AMERICA, INC., a Massachusetts corporation (“Grantor”), were parties to that certain Trademark Security Agreement (US 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 US 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 US 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 0691; and

WHEREAS, Grantor has requested that US 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. US 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. US 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 the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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[Signature Page Follows]*

IN WITNESS WHEREOF, US 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.

**GENERAL ELCTRIC CAPITAL
CORPORATION, as US Agent**

By: 
Name: BHOWNIK ROKADIA
Title: Duly Authorized Signatory

Trademark Release of Security Interest

**TRADEMARK
REEL: 005141 FRAME: 0745**

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