TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOFFMASTER GROUP, INC.		05/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AND COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	4512960	1STBIRTHDAYPARTY.COM
Registration Number:	3941271	CELEBRATIONS BY CREATIVE CONVERTING
Registration Number:	3677127	GREEN STYLE
Registration Number:	1526864	LINETTE
Registration Number:	1634124	PAPER ART
Registration Number:	1634813	PAPER ART
Registration Number:	2114460	PAPER ART
Registration Number:	1596350	PARTY CREATIONS
Registration Number:	2278570	PARTY PAK
Registration Number:	4324560	PARTYPAIL
Registration Number:	3346504	PHOTOCREATIONS
Registration Number:	1381349	PIK-NIK KING
Registration Number:	1624798	SENSATIONS
Registration Number:	2163419	SENSATIONS
Registration Number:	2043597	SPECIAL OCCASION
Registration Number:	3304786	STAY PUT
Registration Number:	2910222	SWANKIE
Registration Number:	1648150	TOUCH OF COLOR
Registration Number:	1648876	TOUCH OF COLOR

OP $2415.00 4512960

Property Type	Number	Word Mark
Registration Number:	3396271	CREATE-A-SCENE
Registration Number:	1773918	
Registration Number:	1590958	EVERY OCCASION
Registration Number:	4209208	GMSP
Registration Number:	3309859	READY-SET-GO
Registration Number:	0921777	RIGIDEEP
Registration Number:	1748484	SOVEREIGN
Registration Number:	1762055	SPECIAL OCCASION
Registration Number:	1622100	SPLASH!
Registration Number:	3304638	SWEET STATION
Registration Number:	3003332	TOUCH OF COLOR
Registration Number:	1120986	TOUCH OF COLOR
Registration Number:	4190586	A LA CARTE CATERWRAP
Registration Number:	1530906	AMERICAN
Registration Number:	783224	AMERICAN
Registration Number:	781586	AMERICAN
Registration Number:	3787861	ARTSTYLE
Registration Number:	2669005	BETTER THAN LINEN
Registration Number:	2669004	BETTER THAN LINEN
Registration Number:	734939	BROOKLACE
Registration Number:	4242917	BUBBLE LOCK
Registration Number:	4387581	CATER TO GO SINGLES
Registration Number:	3308909	CATERWRAP
Registration Number:	3737574	CATERWRAP
Registration Number:	2404409	CELLUTEX
Registration Number:	1962108	COLOR ME
Registration Number:	515474	CRAFTMASTER
Registration Number:	2623757	DOLLAR-WISE
Registration Number:	2112472	DOLLAR-WISE
Registration Number:	3811246	EARTH WISE
Registration Number:	4074748	EARTH WISE TREE FREE
Registration Number:	4074749	EARTHWISE TREE FREE
Registration Number:	3588354	FASHNPOINT
Registration Number:	3024269	FINISHING TOUCH
Registration Number:	2106890	H
Registration Number:	2896744	H
Registration Number:	782096	HOFFMASTER
Registration Number:	1462761	HOFFMASTER
Registration Number:	3029966	HOFFMASTER

Property Type	Number	Word Mark
Registration Number:	3632317	H HOFFMASTER COLOR FASHION DESIGN
Registration Number:	3632341	HOFFMASTER GROUP, INC.
Registration Number:	3697074	INNOWARE
Registration Number:	3670903	INNOWARE
Registration Number:	2595688	IRISH LINEN
Registration Number:	2722406	JUST FOR KIDS!
Registration Number:	3591984	JUST LIKE LINEN
Registration Number:	2181124	LINEN LIKE
Registration Number:	535180	LINEN-LIKE
Registration Number:	3790679	LINEN-LIKE
Registration Number:	4024518	LINEN-LIKE DELUXE
Registration Number:	4424135	LINEN-LIKE NATURAL
Registration Number:	2439005	LINEN-LIKE SUPREME
Registration Number:	3700745	MULTIPACK
Registration Number:	2019242	OCTY-ROUND
Registration Number:	4073278	OCTY-ROUND
Registration Number:	3207060	OPALESSENCE
Registration Number:	4030276	PERFORMA
Registration Number:	1313488	PERMA-WIPES
Registration Number:	1705845	QUICKSET
Registration Number:	4493548	SMITH-LEE
Registration Number:	4307590	SOFTEEZE
Registration Number:	1628366	SPECIAL OCCASION
Registration Number:	1627203	SPECIAL OCCASION
Registration Number:	4137071	STURDYSTYLE
Registration Number:	3935717	WHERE STRENGTH MEETS STYLE
Registration Number:	2795898	WRAP'N ROLL
Registration Number:	3790623	CREATIVE CONVERTING
Registration Number:	3982849	EASY CARRY
Registration Number:	4080672	ELISE
Registration Number:	2431207	EVERY OCCASION
Registration Number:	2128753	EVERY OCCASION
Registration Number:	4328849	FORM & FUNCTION
Registration Number:	3929086	GIVE & TAKE
Serial Number:	86103351	BELLISSIMO FAVORS
Serial Number:	86103353	NAPKINS.COM
Serial Number:	86103349	OVERTHEHILLBIRTHDAYPARTY.COM
Serial Number:	85269184	COMBO PACKS

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0328
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/21/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

May 9, 2014

WHEREAS, Hoffmaster Group, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Hoffmaster Group, Inc. (the "**Borrower**"), Hoffmaster Holdings, Inc., the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, are parties to a First Lien Credit Agreement dated as of May 9, 2014 (as amended from time to time, the "**First Lien Credit Agreement**");

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of May 9, 2014 (as amended and/or supplemented from time to time, the "**First Lien Guarantee and Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the First Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security

TRADEMARK
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interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

HOFFMASTER GROUP, INC.

By: _____
Name: David L. Walkowski
Title: Vice President, Secretary and Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

HOFFMASTER GROUP, INC.

By: _____
Name: David L. Walkowski
Title: Vice President, Secretary and Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name:
Title: JOHN D. TORONTO
AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

HOFFMASTER GROUP, INC.

By: _____
Name: David L. Walkowski
Title: Vice President, Secretary and Treasurer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

Schedule 1
to Trademark
First Lien Guarantee and Collateral Agreement

HOFFMASTER GROUP, INC.

U.S. TRADEMARK REGISTRATIONS

NAME OF OWNER	TRADEMARK	REG. NO.	REG. DATE
Hoffmaster Group, Inc.	1STBIRTHDAYPARTY.COM	4,512,960	4/08/2014
Hoffmaster Group, Inc.	CELEBRATIONS BY CREATIVE CONVERTING	3,941,271	4/05/2011
Hoffmaster Group, Inc.	GREEN STYLE	3,677,127	9/01/2009
Hoffmaster Group, Inc.	LINETTE	1,526,864	2/28/1989
Hoffmaster Group, Inc.	PAPER ART	1,634,124	2/05/1991
Hoffmaster Group, Inc.	PAPER ART	1,634,813	2/12/1991
Hoffmaster Group, Inc.	PAPER ART (stylized)	2,114,460	11/18/1997
Hoffmaster Group, Inc.	PARTY CREATIONS	1,596,350	5/15/1990
Hoffmaster Group, Inc.	PARTY PAK	2,278,570	9/14/1999
Hoffmaster Group, Inc.	PARTYPAIL	4,324,560	4/23/2013
Hoffmaster Group, Inc.	PHOTOCREATIONS	3,346,504	11/27/2007
Hoffmaster Group, Inc.	PIK-NIK KING	1,381,349	2/04/1986
Hoffmaster Group, Inc.	SENSATIONS	1,624,798	11/27/1990
Hoffmaster Group, Inc.	SENSATIONS	2,163,419	6/09/1998
Hoffmaster Group, Inc.	SPECIAL OCCASION	2,043,597	3/11/1997
Hoffmaster Group, Inc.	STAY PUT	3,304,786	10/02/2007
Hoffmaster Group, Inc.	SWANKIE	2,910,222	12/14/2004
Hoffmaster Group, Inc.	TOUCH OF COLOR	1,648,150	6/18/1991
Hoffmaster Group, Inc.	TOUCH OF COLOR	1,648,876	6/25/1991
Hoffmaster Group, Inc.	CREATE-A-SCENE	3,396,271	3/11/2008
Hoffmaster Group, Inc.	Design Only	1,773,918	5/25/1993

NAME OF OWNER	TRADEMARK	REG. NO.	REG. DATE
Hoffmaster Group, Inc.	EVERY OCCASION	1,590,958	4/10/1990
Hoffmaster Group, Inc.	GMSP	4,209,208	9/18/2012
Hoffmaster Group, Inc.	READY-SET-GO	3,309,859	10/09/2007
Hoffmaster Group, Inc.	RIGIDEEP	0,921,777	10/12/1971
Hoffmaster Group, Inc.	SOVEREIGN	1,748,484	1/26/1993
Hoffmaster Group, Inc.	SPECIAL OCCASION	1,762,055	03/30/1993
Hoffmaster Group, Inc.	SPLASH!	1,622,100	11/13/1990
Hoffmaster Group, Inc.	SWEET STATION	3,304,638	10/02/2007
Hoffmaster Group, Inc.	TOUCH OF COLOR	3,003,332	10/04/2005
Hoffmaster Group, Inc.	TOUCH OF COLOR	1,120,986	6/26/1979
Hoffmaster Group, Inc.	A LA CARTE CATERWRAP	4,190,586	8/14/2012
Hoffmaster Group, Inc.	AMERICAN	1,530,906	3/21/1989
Hoffmaster Group, Inc.	AMERICAN	783,224	1/12/1965
Hoffmaster Group, Inc.	AMERICAN	781,586	12/15/1964
Hoffmaster Group, Inc.	ARTSTYLE	3,787,861	5/11/2010
Hoffmaster Group, Inc.	BETTER THAN LINEN	2,669,005	12/31/2002
Hoffmaster Group, Inc.	BETTER THAN LINEN	2,669,004	12/31/2002
Hoffmaster Group, Inc.	BROOKLACE	734,939	7/24/1962
Hoffmaster Group, Inc.	BUBBLE LOCK	4,242,917	11/13/2012
Hoffmaster Group, Inc.	CATER TO GO SINGLES	4,387,581	8/20/2013
Hoffmaster Group, Inc.	CATERWRAP	3,308,909	10/09/2007
Hoffmaster Group, Inc.	CATERWRAP and Design	3,737,574	1/12/2010
Hoffmaster Group, Inc.	CELLUTEX	2,404,409	11/14/2000
Hoffmaster Group, Inc.	COLOR ME	1,962,108	3/12/1996
Hoffmaster Group, Inc.	CRAFTMASTER	515,474	9/20/1949
Hoffmaster Group, Inc.	DOLLAR-WISE	2,623,757	9/24/2002

NAME OF OWNER	TRADEMARK	REG. NO.	REG. DATE
Hoffmaster Group, Inc.	DOLLAR-WISE	2,112,472	11/11/1997
Hoffmaster Group, Inc.	EARTH WISE	3,811,246	6/29/2010
Hoffmaster Group, Inc.	EARTH WISE TREE FREE	4,074,748	12/20/2011
Hoffmaster Group, Inc.	EARTHWISE TREE FREE (logo)	4,074,749	12/20/2011
Hoffmaster Group, Inc.	FASHNPOINT	3,588,354	3/10/2009
Hoffmaster Group, Inc.	FINISHING TOUCH	3,024,269	12/06/2005
Hoffmaster Group, Inc.	H Stylized	2,106,890	10/21/1997
Hoffmaster Group, Inc.	H Stylized	2,896,744	10/26/2004
Hoffmaster Group, Inc.	HOFFMASTER	782,096	12/22/1964
Hoffmaster Group, Inc.	HOFFMASTER	1,462,761	10/27/1987
Hoffmaster Group, Inc.	HOFFMASTER	3,029,966	12/13/2005
Hoffmaster Group, Inc.	HOFFMASTER COLOR FASHION DESIGN & Design	3,632,317	6/02/2009
Hoffmaster Group, Inc.	HOFFMASTER GROUP, INC & Design	3,632,341	6/02/2009
Hoffmaster Group, Inc.	INNOWARE	3,697,074	10/13/2009
Hoffmaster Group, Inc.	INNOWARE and Design	3,670,903	8/18/2009
Hoffmaster Group, Inc.	IRISH LINEN	2,595,688	7/16/2002
Hoffmaster Group, Inc.	JUST FOR KIDS & Design	2,722,406	6/03/2003
Hoffmaster Group, Inc.	JUST LIKE LINEN	3,591,984	3/17/2009
Hoffmaster Group, Inc.	LINEN LIKE	2,181,124	8/11/1998
Hoffmaster Group, Inc.	LINEN LIKE Stylized	535,180	12/26/1950
Hoffmaster Group, Inc.	LINEN-LIKE & Design	3,790,679	5/18/2010
Hoffmaster Group, Inc.	LINEN-LIKE DELUXE	4,024,518	9/13/2011
Hoffmaster Group, Inc.	LINEN-LIKE NATURAL	4,424,135	10/29/2013
Hoffmaster Group, Inc.	LINEN-LIKE SUPREME & Design	2,439,005	3/27/2001
Hoffmaster Group, Inc.	MULTIPACK	3,700,745	10/27/2009

NAME OF OWNER	TRADEMARK	REG. NO.	REG. DATE
Hoffmaster Group, Inc.	OCTY-ROUND	2,019,242	11/26/1996
Hoffmaster Group, Inc.	OCTY-ROUND	4,073,278	12/20/2011
Hoffmaster Group, Inc.	OPALESSENCE	3,207,060	2/13/2007
Hoffmaster Group, Inc.	PERFORMA	4,030,276	9/27/2011
Hoffmaster Group, Inc.	PERMA-WIPES	1,313,488	1/08/1985
Hoffmaster Group, Inc.	QUICKSET	1,705,845	8/04/1992
Hoffmaster Group, Inc.	SMITH-LEE	4,493,548	3/11/2014
Hoffmaster Group, Inc.	SOFTEEZE	4,307,590	3/26/2013
Hoffmaster Group, Inc.	SPECIAL OCCASION	1,628,366	12/18/1990
Hoffmaster Group, Inc.	SPECIAL OCCASION	1,627,203	12/11/1990
Hoffmaster Group, Inc.	STURDYSTYLE	4,137,071	5/01/2012
Hoffmaster Group, Inc.	WHERE STRENGTH MEETS STYLE	3,935,717	3/22/2011
Hoffmaster Group, Inc.	WRAP'N ROLL	2,795,898	12/16/2003
Hoffmaster Group, Inc.	CREATIVE CONVERTING	3,790,623	5/18/2010
Hoffmaster Group, Inc.	EASY CARRY	3,982,849	6/21/2011
Hoffmaster Group, Inc.	ELISE	4,080,672	1/03/2012
Hoffmaster Group, Inc.	EVERY OCCASION	2,431,207	2/27/2001
Hoffmaster Group, Inc.	EVERY OCCASION	2,128,753	1/13/1998
Hoffmaster Group, Inc.	FORM & FUNCTION	4,328,849	4/30/2013
Hoffmaster Group, Inc.	GIVE & TAKE	3,929,086	3/08/2011

U.S. TRADEMARK APPLICATIONS

NAME OF OWNER	TRADEMARK	SERIAL NO.	FILING DATE
Hoffmaster Group, Inc.	BELLISSIMOFAVORS	86/103,351	10/28/2013
Hoffmaster Group, Inc.	NAPKINS.COM and design	86/103,353	10/28/2013

Hoffmaster Group, Inc.	OVERTHEHILLBIRTHDAYPARTY.COM	86/103,349	10/28/2013
Hoffmaster Group, Inc.	TRENDWARE	85/922,903	5/03/2013
Hoffmaster Group, Inc.	COMBO PACKS	85/269,184	3/17/2011
Hoffmaster Group, Inc.	FLUSHEEZE and Design	86/189,624	2/10/2014

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None.			