

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCWV ACQUISITION CORPORATION		09/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	2450 Colorado Ave., Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4514456	SHORTCUTS	
Registration Number:	4277355	DOMESTIC BLISS DÉCOR	
Registration Number:	4536150	STORY LOCKETS	
Registration Number:	4531902	MATCHMAKERS	
Registration Number:	4272963	FASHION À LA CARTE	
Registration Number:	4226704	DCWVDÉCOR	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>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.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.327		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		

OP \$165.00 4514456

DATE SIGNED:	08/07/2015
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of September, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("WFB"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 14, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DCWV Acquisition Corporation, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, and WFB, as sole lead arranger and sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 14, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

DCWV ACQUISITION CORPORATION,
a Delaware corporation

By: 

Name: Elliot W. Maluth

Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005595 FRAME: 0852

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Peter Possemato

Name: Peter Possemato

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
DCWV Acquisition Corporation	DCWV HOME	85215284	1/11/2011
DCWV Acquisition Corporation	BLUE MOON JEWELRY	85181061	7/10/2012
DCWV Acquisition Corporation	LET US ACCESSORIZE YOUR LIFE!	85356881	6/27/2011
DCWV Acquisition Corporation	DCWV	85346736	6/26/2012
DCWV Acquisition Corporation	DCWV INK	85337438	6/12/2012
DCWV Acquisition Corporation	BLUE MOON JEWELRY	85613248	5/1/2012
DCWV Acquisition Corporation	MY LIFE MY WALL	85365227	3/20/2012
DCWV Acquisition Corporation	ONCE UPON A WALL	85365220	3/20/2012
DCWV Acquisition Corporation	THE STACK COMPANY	85290566	3/20/2012
DCWV Acquisition Corporation	COLOR COORDINATES - RAINBOW OF CHOICES, DESIGNS CREATED TO INSPIRE!	78944019	10/23/2007
DCWV Acquisition Corporation	BEAD IN STYLE	78885883	2/13/2007
DCWV Acquisition Corporation	BEAD SHOP	78834808	9/23/2008
DCWV Acquisition Corporation	BLUE MOON BEADS SHOP	78834798	3/27/2007

Grantor	Mark	Application/ Registration No.	App/Reg Date
DCWV Acquisition Corporation	CREATIVITY INC.	78759681	11/14/2006
DCWV Acquisition Corporation	PRESSED PETALS	78943543	6/24/2008
DCWV Acquisition Corporation	DIE CUTS WITH A VIEW	78943534	6/10/2008
DCWV Acquisition Corporation	DCWV	78943527	8/5/2008
DCWV Acquisition Corporation	ESCRAP APP	77880282	12/27/2011
DCWV Acquisition Corporation	MY LIFE MY WALL	77880274	9/6/2011
DCWV Acquisition Corporation	MY LIFE / MY WALL	77880280	11/22/2011
DCWV Acquisition Corporation	ONCE UPON A WALL	77880238	9/6/2011
DCWV Acquisition Corporation	CARDSTOCK STACK	77676084	11/24/2009
DCWV Acquisition Corporation	PAPER STACK	77675744	11/24/2009
DCWV Acquisition Corporation	PREMIUM STACK	77675717	11/24/2009
DCWV Acquisition Corporation	THE PAPER STACK	77674550	11/24/2009
DCWV Acquisition Corporation	MAT STACKS	77674529	11/24/2009
DCWV Acquisition Corporation	MAT STACK	77674525	11/24/2009
DCWV Acquisition Corporation	PREMIUM STACKS	77674474	11/24/2009

Grantor	Mark	Application/ Registration No.	App/Reg Date
DCWV Acquisition Corporation	STACK	77562558	11/29/2009
DCWV Acquisition Corporation	SCRAPBOOK KIT IN A STACK	77504165	7/14/2009
DCWV Acquisition Corporation	STACK	77504147	7/14/2009
DCWV Acquisition Corporation	BLUE MOON	77324656	3/10/2009
DCWV Acquisition Corporation	ONCE IN A BLUE MOON	77281470	7/7/2009
DCWV Acquisition Corporation	NATURAL ELEGANCE	77129662	7/8/2008
DCWV Acquisition Corporation	BLUE MOON B E A D S	77082410	5/5/2009
DCWV Acquisition Corporation	BEAD BOUTIQUE	77069432	7/15/2008
DCWV Acquisition Corporation	STACK	77415746	7/14/2009
DCWV Acquisition Corporation	BLUE MOON BEADS	76624699	2/21/2006
DCWV Acquisition Corporation	BLUE MOON BEADS	76556348	1/10/2006
DCWV Acquisition Corporation	CREATIVITY INC.	76537658	9/23/2005
DCWV Acquisition Corporation	BEAD IN STYLE	76609378	7/25/2006
DCWV Acquisition Corporation	SHORTCUTS	4514456	04/15/14
DCWV Acquisition Corporation	DOMESTIC BLISS DÉCOR	4277355	01/15/13

Grantor	Mark	Application/ Registration No.	App/Reg Date
DCWV Acquisition Corporation	STORY LOCKETS	4536150	05/27/14
DCWV Acquisition Corporation	MATCHMAKERS	4531902	05/20/14
DCWV Acquisition Corporation	FASHION À LA CARTE	4272963	01/08/13
DCWV Acquisition Corporation	DCWVDÉCOR	4226704	10/16/12

Trademark Licenses

None.