TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Provo Craft & Novelty, Inc.		01/07/2016	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Newstar Business Credit, LLC
Street Address:	8401 North Central Expressway, Suite 600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2879616	TERRIFICALLY TACKY TAPE
Registration Number:	3058156	KNIFTY KNITTER
Registration Number:	3182503	PROVO CRAFT
Registration Number:	3237139	
Registration Number:	3267536	DOODLECHARMS
Registration Number:	3325859	SHORTCUTZ
Registration Number:	3326120	
Registration Number:	3326119	CRICUT
Registration Number:	3370440	GEORGE AND BASIC SHAPES
Registration Number:	3367662	CHRISTMAS CHEER
Registration Number:	3367627	TAGS, BAGS, BOXES & MORE
Registration Number:	3372457	CRICUT
Registration Number:	3374062	CUT WHAT YOU WANT
Registration Number:	3406679	CRICUT
Registration Number:	3415985	CUTTLEBUG
Registration Number:	3572075	CRICUT EXPRESSION
Registration Number:	3690259	YOURSTORY
Registration Number:	3693632	YUDU
Registration Number:	3797272	

OP $965.00 2879616

Property Type	Number	Word Mark
Registration Number:	3868720	YUDU
Registration Number:	3868727	YUDU
Registration Number:	3881505	CRICUT CAKE
Registration Number:	3883793	DESIGN ANYWHERE
Registration Number:	3904948	GYPSY
Registration Number:	3926250	YUDU
Registration Number:	3941090	TURN ON YOUR CREATIVE BEST
Registration Number:	3945926	CRICUT IMAGINE
Registration Number:	4023534	P C
Registration Number:	4084875	CRICUT MAGAZINE
Registration Number:	4148866	CRICUT CRAFT ROOM
Registration Number:	4167781	CRICUT MINI
Registration Number:	4199329	
Registration Number:	4584469	SMART SET
Registration Number:	4633392	DESIGN SPACE
Registration Number:	4655404	CUT SMART
Registration Number:	4679186	C
Registration Number:	4772594	CRICUT
Registration Number:	3779508	P C

CORRESPONDENCE DATA

Fax Number:

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: marina.kelly@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/11/2016

Total Attachments: 12

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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Provo Craft & Novelty, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: UT

Execution Date(s) January 7, 2016

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Newstar Business Credit, LLC

Internal Address:

Street Address: 8401 North Central Expressway, Suite 600

City: Dallas

State: TX

Country: USA Zip: 75225

☐ Association Citizenship:
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☒ Other Limited Liability Company Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature: _____
Signature

January 8, 2016
Date

Joanne BL Arnold
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement) is made on January 7, 2016, by and between PROVO CRAFT & NOVELTY, INC., a Utah corporation ("Grantor") and NEWSTAR BUSINESS CREDIT, LLC ("Secured Party").

W I T N E S S E T H:

WHEREAS, Secured Party has entered or is about to enter into a senior secured credit facility with Grantor, as borrower ("Borrower"), Provo Craft Holdings, LLC, a Delaware limited liability company and pcCrafter, Inc., a Utah corporation, as credit parties, pursuant to which the lenders thereunder may make loans and provide other financial accommodation to Borrower as set forth in the Loan and Security Agreement, dated of even date herewith, among Borrower, Secured Party, and the other credit parties and lenders from time to time party thereto, (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), but only upon the condition, among others, that Grantor shall have executed and delivered the Loan Agreement to Secured Party; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement to Secured Party;

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, 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 Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Obligations, a continuing security interest in all of 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 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 license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any trademark license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark,

TRADEMARK
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or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of the 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 Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving Grantor.

4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the Loan Agreement shall control.

5. Authorization to Supplement. Whenever Grantor, either by itself or through any agent, employee, licensee, or designee, shall file an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Secured Party as soon as possible but, in any event, no later than the last day of the Fiscal Quarter following such filing. Without limiting the obligations of Grantor under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Secured Party'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 e-mail or facsimile 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 e-mail or 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.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, GRANTOR AND SECURED PARTY EACH CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. GRANTOR AND SECURED PARTY EACH IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, SECURED PARTY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AS SECURED PARTY DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

(c) GRANTOR AND SECURED PARTY EACH IRREVOCABLY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT BY EITHER AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. GRANTOR AND SECURED PARTY EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS TRADEMARK SECURITY AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS TRADEMARK SECURITY AGREEMENT, WHETHER OR NOT SPECIFICALLY SET FORTH THEREIN.

[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:

PROVO CRAFT & NOVELTY, INC.

By: _____
Name: Donald Olsen
Title: Vice President and General Counsel

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

NEWSTAR BUSINESS CREDIT, LLC

By: _____
Name: Greg Gentry
Title: Senior Vice President

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:

PROVO CRAFT & NOVELTY, INC.

By: _____
Donald Olsen
Vice President and General Counsel

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

NEWSTAR BUSINESS CREDIT, LLC

By: _____
Name: Greg Gentry
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. Trademark Registrations/Applications

Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
TERRIFICALLY TACKY TAPE	UNITED STATES	78/299,416	2,879,616	8/31/2004	REGISTERED
PROVO CRAFT	GERMANY	NA	30460783.5	8/4/2005	REGISTERED
TERRIFICALLY TACKY TAPE	CANADA	1209346	TMA651613	10/26/2005	REGISTERED
KNIFTY KNITTER	UNITED STATES	78/293,732	3,058,156	2/7/2006	REGISTERED
PROVO CRAFT	UNITED KINGDOM	2379085	2379085	3/31/2006	REGISTERED
CRICUT & Design	NORWAY	200511287	233261	6/14/2006	REGISTERED
DESIGN (CRICUT)	NORWAY	200511286	233260	6/14/2006	REGISTERED
CRICUT	NORWAY	200511288	233262	6/14/2006	REGISTERED
PROVO CRAFT	AUSTRALIA	1026044	1026044	6/21/2006	REGISTERED
CRICUT & Design	TAIWAN	94050185	1220111	7/16/2006	REGISTERED
DESIGN (CRICUT)	TAIWAN	94050188	1220112	7/16/2006	REGISTERED
CRICUT	TAIWAN		1220110	7/16/2006	REGISTERED
CRICUT	EUROPEAN UNION (CTM)	4714441	4714441	10/3/2006	REGISTERED
CRICUT & Design	JAPAN	2005-098858	5002167	11/10/2006	REGISTERED
DESIGN (CRICUT)	JAPAN	98859/2005	5002168	11/10/2006	REGISTERED
CRICUT	JAPAN	2005-098857	5002166	11/10/2006	REGISTERED
PROVO CRAFT	UNITED STATES	78/427,257	3,182,503	12/12/2006	REGISTERED
CRICUT	AUSTRALIA	1081663	1081663	2/8/2007	REGISTERED
CUTTLEBUG	AUSTRALIA	1134547	1134547	2/22/2007	REGISTERED
CRICUT	NEW ZEALAND	737396	737396	3/15/2007	REGISTERED
LADYBUG & Design	UNITED STATES	78/918,164	3,237,139	5/1/2007	REGISTERED
DOODLECHARMS	UNITED STATES	77/013,539	3,267,536	7/24/2007	REGISTERED
CUTTLEBUG	EUROPEAN UNION (CTM)	5303391	5303391	8/16/2007	REGISTERED
WALK IN MY GARDEN	AUSTRALIA	1167316	1167316	9/24/2007	REGISTERED
OPPOSITES ATTRACT	AUSTRALIA	1167315	1167315	9/24/2007	REGISTERED
PAPER PUPS	AUSTRALIA	1167318	1167318	9/24/2007	REGISTERED
BEYOND BIRTHDAYS	AUSTRALIA	1169867	1169867	10/2/2007	REGISTERED
ANIMAL KINGDOM	AUSTRALIA	1169865	1169865	10/2/2007	REGISTERED
DOODLECHARMS	AUSTRALIA	1169858	1169858	10/2/2007	REGISTERED
NEW ARRIVAL	AUSTRALIA	1167313	1167313	10/2/2007	REGISTERED
ALL MIXED UP	AUSTRALIA	1169859	1169859	10/2/2007	REGISTERED
BASE CAMP	AUSTRALIA	1169862	1169862	10/2/2007	REGISTERED
STAMPED	AUSTRALIA	1169861	1169861	10/2/2007	REGISTERED
ZOOBALLOO	AUSTRALIA	1167314	1167314	10/9/2007	REGISTERED
DOODLETYPE	AUSTRALIA	1171020	1171020	10/11/2007	REGISTERED
CHRISTMAS CHEER	AUSTRALIA	1171017	1171017	10/11/2007	REGISTERED
PAPER DOLL LIFE	AUSTRALIA	1175973	1175973	10/17/2007	REGISTERED

Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
SHORTCUTZ	UNITED STATES	78/520,956	3,325,859	10/30/2007	REGISTERED
DESIGN (CRICUT)	UNITED STATES	78/618,240	3,326,120	10/30/2007	REGISTERED
CRICUT	UNITED STATES	78/618,210	3,326,119	10/30/2007	REGISTERED
CUTTLEBUG	CANADA	1315882	702126	11/30/2007	REGISTERED
NTH DEGREE CREATIVE	AUSTRALIA	1188415	1188415	1/8/2008	REGISTERED
A WORD PARTY	AUSTRALIA	1188413	1188413	1/8/2008	REGISTERED
GARDEN OF WORDS	AUSTRALIA	1188414	1188414	1/8/2008	REGISTERED
GEORGE AND BASIC SHAPES	UNITED STATES	78/744,596	3,370,440	1/15/2008	REGISTERED
CHRISTMAS CHEER	UNITED STATES	77/019,772	3,367,662	1/15/2008	REGISTERED
TAGS, BAGS, BOXES & MORE	UNITED STATES	77/013,550	3,367,627	1/15/2008	REGISTERED
PROVO CRAFT	CANADA	1238147	704785	1/16/2008	REGISTERED
CRICUT & Design	UNITED STATES	77/185,997	3,372,457	1/22/2008	REGISTERED
CUT WHAT YOU WANT	UNITED STATES	78/772,133	3,374,062	1/22/2008	REGISTERED
CRICUT CREATE	AUSTRALIA	1220986	1220986	1/23/2008	REGISTERED
CRICUT JUKEBOX	AUSTRALIA	1221215	1221215	1/24/2008	REGISTERED
OCEAN OF WORDS	AUSTRALIA	1188412	1188412	1/31/2008	REGISTERED
EMBI	AUSTRALIA	1231750	1231750	3/25/2008	REGISTERED
EMBI	NEW ZEALAND	786425	786425	3/25/2008	REGISTERED
CRICUT & Design	UNITED STATES	78/618,223	3,406,679	4/1/2008	REGISTERED
KNIFTY KNITTER	CANADA	1208060	TMA710661	4/1/2008	REGISTERED
CUTTLEBUG	UNITED STATES	78/832,706	3,415,985	4/22/2008	REGISTERED
STYLEBOUND	AUSTRALIA	1239887	1239887	5/9/2008	REGISTERED
STYLEBOUND	NEW ZEALAND	788981	788981	5/9/2008	REGISTERED
CRICUT & Design	CANADA	1277027	TMA714270	5/13/2008	REGISTERED
DESIGN (CRICUT)	CANADA	1277026	TMA714269	5/13/2008	REGISTERED
CRICUT	CANADA	1277028	TMA714271	5/13/2008	REGISTERED
YUDU	NEW ZEALAND	790398	790398	6/2/2008	REGISTERED
YOURSTORY	NEW ZEALAND	790458	790458	6/3/2008	REGISTERED
NTH DEGREE CREATIVE	EUROPEAN UNION (CTM)	6109722	6109722	6/19/2008	REGISTERED
CRICUT STICUTS	NEW ZEALAND	791594	791594	6/23/2008	REGISTERED
CRICUT EXPRESSION	NEW ZEALAND	791596	791596	6/23/2008	REGISTERED
CRICUT DESIGNSTUDIO	NEW ZEALAND	791595	791595	6/23/2008	REGISTERED
CRICUT CREATE	NEW ZEALAND	783027	783027	7/24/2008	REGISTERED
CRICUT JUKEBOX	NEW ZEALAND	783126	783126	7/24/2008	REGISTERED
NTH DEGREE CREATIVE	CANADA	1356237	723621	9/12/2008	REGISTERED
YOUROFFICE	NEW ZEALAND	796717	796717	9/26/2008	REGISTERED
CRICUT EXPRESSION	JAPAN	2008-51096	5193042	12/26/2008	REGISTERED
CRICUT JUKEBOX	EUROPEAN UNION (CTM)	6602908	6602908	1/20/2009	REGISTERED
STYLEBOUND	EUROPEAN UNION (CTM)	6898399	6898399	1/29/2009	REGISTERED
YUDU	AUSTRALIA	1244296	1244296	2/5/2009	REGISTERED
CRICUT EXPRESSION	UNITED STATES	77/506,667	3,572,075	2/10/2009	REGISTERED
YOURSTORY	AUSTRALIA	1244691	1244691	2/12/2009	REGISTERED

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Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
TURN ON YOUR CREATIVE BEST	AUSTRALIA	1244690	1244690	2/12/2009	REGISTERED
PC DESIGN (POWER)	EUROPEAN UNION (CTM)	6932511	6932511	2/17/2009	REGISTERED
PC DESIGN (POWER)	AUSTRALIA	1243275	1243275	2/19/2009	REGISTERED
PC PROVO CRAFT & Design (POWER)	AUSTRALIA	1243541	1243541	2/19/2009	REGISTERED
CRICUT CREATE	EUROPEAN UNION (CTM)	6602239	6602239	2/20/2009	REGISTERED
PC PROVO CRAFT & Design (POWER)	EUROPEAN UNION (CTM)	6934632	6934632	2/20/2009	REGISTERED
CRICUT CREATE	CANADA	1380384	TMA735,433	3/2/2009	REGISTERED
CRICUT JUKEBOX	CANADA	1380838	TMA735,463	3/2/2009	REGISTERED
CRICUT EXPRESSION	AUSTRALIA	1248065	1248065	3/5/2009	REGISTERED
CRICUT DESIGNSTUDIO	AUSTRALIA	1248064	1248064	3/5/2009	REGISTERED
PC DESIGN (POWER)	NEW ZEALAND	790088	790088	3/12/2009	REGISTERED
PC PROVO CRAFT & Design (POWER)	NEW ZEALAND	790160	790160	3/12/2009	REGISTERED
CRICUT	SOUTH AFRICA	2005/22317	2005/22317	3/23/2009	REGISTERED
CRICUT	SOUTH AFRICA	2005/22316	2005/22316	3/23/2009	REGISTERED
YUDU	EUROPEAN UNION (CTM)	6951421	6951421	3/25/2009	REGISTERED
TURN ON YOUR CREATIVE BEST	EUROPEAN UNION (CTM)	6950547	6950547	3/25/2009	REGISTERED
YUDU & Design (Horizontal)	AUSTRALIA	1292692	1292692	3/31/2009	REGISTERED
YUDU & Design (Vertical)	AUSTRALIA	1292685	1292685	3/31/2009	REGISTERED
YOURSTORY	EUROPEAN UNION (CTM)	6951859	6951859	4/3/2009	REGISTERED
CRICUT EXPRESSION	EUROPEAN UNION (CTM)	7008105	7008105	4/20/2009	REGISTERED
CRICUT DESIGNSTUDIO	EUROPEAN UNION (CTM)	7008907	7008907	4/20/2009	REGISTERED
DESIGN (Pinwheel)	AUSTRALIA	1298060	1298060	5/6/2009	REGISTERED
YOUROFFICE	EUROPEAN UNION (CTM)	7263536	7263536	5/14/2009	REGISTERED
CRICUT EXPRESSION	CANADA	1400702	TMA744742	8/6/2009	REGISTERED
CRICUT DESIGNSTUDIO	CANADA	1400700	TMA744741	8/6/2009	REGISTERED
YOURSTORY	UNITED STATES	77/488,393	3,690,259	9/29/2009	REGISTERED
YUDU	UNITED STATES	77/487,304	3,693,632	10/6/2009	REGISTERED
YOURSTORY	CANADA	1397765	TMA750530	10/20/2009	REGISTERED
DESIGN ANYWHERE	AUSTRALIA	1329348	1329348	10/29/2009	REGISTERED
GYPSY	NEW ZEALAND	806053	806053	11/12/2009	REGISTERED
DESIGN (Pinwheel)	NEW ZEALAND	806054	806054	11/12/2009	REGISTERED
GYPSY	EUROPEAN UNION (CTM)	8281404	8281404	12/1/2009	REGISTERED
DESIGN (Pinwheel)	EUROPEAN UNION (CTM)	8281421	8281421	12/1/2009	REGISTERED
UNSILENCE YOURSELF	EUROPEAN UNION (CTM)	8303191	8303191	12/1/2009	REGISTERED
YUDU & Design (Vertical)	EUROPEAN UNION (CTM)	8190531	8190531	12/28/2009	REGISTERED

Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
PC DESIGN (POWER)	CANADA	1397063	TMA756091	12/29/2009	REGISTERED
PC PROVO CRAFT & Design (POWER)	CANADA	1397062	TMA756092	12/29/2009	REGISTERED
TURN ON YOUR CREATIVE BEST	CANADA	1397767	TMA758436	2/1/2010	REGISTERED
CRICUT CREATE	CHINA	6526158	6526158	3/28/2010	REGISTERED
CRICUT JUKEBOX	CHINA	6527841	6527841	3/28/2010	REGISTERED
EMBI	CHINA	6618256	6618256	3/28/2010	REGISTERED
YUDU	CHINA	6762544	6762544	3/28/2010	REGISTERED
YUDU	CHINA	6762546	6762546	4/7/2010	REGISTERED
YUDU	CHINA	6762545	6762545	4/7/2010	REGISTERED
YUDU	CHINA	6762543	6762543	4/7/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764374	6764374	4/7/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764372	6764372	4/7/2010	REGISTERED
YUDU & Design (Horizontal)	NEW ZEALAND	804446	804446	4/8/2010	REGISTERED
YUDU & Design (Vertical)	NEW ZEALAND	804444	804444	4/8/2010	REGISTERED
CRICUT JUKEBOX	CHINA	6527840	6527840	4/14/2010	REGISTERED
YOURSTORY	CHINA	6764388	6764388	4/14/2010	REGISTERED
CRICUT EXPRESSION	CHINA	6799442	6799442	4/14/2010	REGISTERED
PC DESIGN (POWER) (Division of 117804)	UNITED STATES	77/979,075	3,779,508	4/20/2010	REGISTERED
CRICUT CREATE	CHINA	6526157	6526157	4/21/2010	REGISTERED
DESIGN ANYWHERE	NEW ZEALAND	814948	814948	4/29/2010	REGISTERED
YUDU	CHINA	6762547	6762547	5/21/2010	REGISTERED
YUDU	CHINA	6762548	6762548	5/21/2010	REGISTERED
YUDU & Design (Horizontal)	EUROPEAN UNION (CTM)	008190563	008190563	5/24/2010	REGISTERED
DESIGN (Pinwheel)	UNITED STATES	77/729,279	3,797,272	6/1/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764375	6764375	6/28/2010	REGISTERED
YUDU	JAPAN	200845203	5337479	7/9/2010	REGISTERED
YUDU & Design (Horizontal)	JAPAN	200929385	5337495	7/9/2010	REGISTERED
CRICUT IMAGINE	NEW ZEALAND	827524	827524	7/20/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764377	6764377	7/21/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764373	6764373	7/21/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764371	6764371	8/7/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764370	6764370	8/7/2010	REGISTERED
YUDU & Design (Horizontal)	CHINA	7385329	7385329	8/21/2010	REGISTERED
YUDU & Design (Horizontal)	CHINA	7385328	7385328	8/21/2010	REGISTERED
YUDU & Design (Vertical)	CHINA	7385321	7385321	8/21/2010	REGISTERED
YUDU & Design (Vertical)	CHINA	7385405	7385405	8/21/2010	REGISTERED
YUDU & Design (Horizontal)	CHINA	7385312	7385312	10/7/2010	REGISTERED

TRADEMARK
REEL: 005706 FRAME: 0113

Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
YUDU & Design (Horizontal)	CHINA	7385311	7385311	10/7/2010	REGISTERED
YUDU & Design (Vertical)	CHINA	7385324	7385324	10/7/2010	REGISTERED
YUDU & Design (Vertical)	CHINA	7385323	7385323	10/7/2010	REGISTERED
GYPSY	AUSTRALIA	1298059	1298059	10/21/2010	REGISTERED
YUDU & Design (Vertical) (child of 124852)	UNITED STATES	77/980,265	3,868,720	10/26/2010	REGISTERED
YUDU & Design (Horizontal) (Child of 124851)	UNITED STATES	77/980,328	3,868,727	10/26/2010	REGISTERED
PC DESIGN (POWER)	CHINA	6764376	6764376	10/28/2010	REGISTERED
YUDU & Design (Horizontal)	CHINA	7385327	7385327	11/21/2010	REGISTERED
YUDU & Design (Vertical)	CHINA	7385404	7385404	11/21/2010	REGISTERED
CRICUT CAKE	UNITED STATES	77/915,458	3,881,505	11/23/2010	REGISTERED
DESIGN ANYWHERE	UNITED STATES	77/778,438	3,883,793	11/30/2010	REGISTERED
YUDU & Design (Horizontal)	CHINA	7385330	7385330	12/28/2010	REGISTERED
GYPSY	UNITED STATES	77/695,606	3,904,948	1/11/2011	REGISTERED
DESIGN ANYWHERE	EUROPEAN UNION (CTM)	8649006	008649006	2/4/2011	REGISTERED
YUDU & Design (Vertical)	CHINA	7385322	7385322	2/14/2011	REGISTERED
YUDU & Design (Vertical)	UNITED STATES	77/702,145	3,926,250	3/1/2011	REGISTERED
CRICUT IMAGINE	EUROPEAN UNION (CTM)	009259383	009259382	3/1/2011	REGISTERED
CRICUT DESIGNSTUDIO	CHINA	6799443	6799443	3/7/2011	REGISTERED
YUDU & Design (Vertical)	CHINA	7385402	7385402	3/7/2011	REGISTERED
DESIGN ANYWHERE	CHINA	7797002	7797002	3/21/2011	REGISTERED
TURN ON YOUR CREATIVE BEST	UNITED STATES	77/488,397	3,941,090	4/5/2011	REGISTERED
CRICUT IMAGINE	UNITED STATES	77/963,240	3,945,926	4/12/2011	REGISTERED
GYPSY	CANADA	1437754	TMA798,963	6/1/2011	REGISTERED
DESIGN (Pinwheel)	CANADA	1437756	TMA801,118	6/29/2011	REGISTERED
CRICUT CAKE	CHINA	8493668	8493668	7/28/2011	REGISTERED
CRICUT CAKE	CHINA	8493667	8493667	7/28/2011	REGISTERED
CRICUT CAKE	CHINA	8493666	8493666	7/28/2011	REGISTERED
CRICUT IMAGINE	CHINA	8497631	8497631	7/28/2011	REGISTERED
CRICUT IMAGINE	CHINA	8497630	8497630	8/7/2011	REGISTERED
PC DESIGN (Power) -child of 117804	UNITED STATES	77/982,329	4,023,534	9/6/2011	REGISTERED
CRICUT CAKE	CHINA	8493665	8493665	11/7/2011	REGISTERED
CRICUT IMAGINE	CHINA	8497632	8497632	11/14/2011	REGISTERED
CRICUT MAGAZINE	UNITED STATES	85/164,110	4,084,875	1/10/2012	REGISTERED
DESIGN ANYWHERE	CANADA	1463464	TMA818568	2/28/2012	REGISTERED
YUDU	CANADA	1434144	TMA822079	4/13/2012	REGISTERED

TRADEMARK
REEL: 005706 FRAME: 0114

Trademarks (Registrations and Pending Applications)					
Mark	Country	Application #	Registration #	Registration Date	Status
CRICUT CAKE	CANADA	1489146	TMA824312	5/17/2012	REGISTERED
CRICUT CRAFT ROOM	UNITED STATES	85/297,821	4,148,866	5/29/2012	REGISTERED
CRICUT IMAGINE	AUSTRALIA	1373495	1373495	5/31/2012	REGISTERED
CRICUT MINI	UNITED STATES	85/466,233	4,167,781	7/3/2012	REGISTERED
YUDU & Design (Vertical)	CHINA	7385401	7385401	8/21/2012	REGISTERED
DESIGN (Cricut Circle)	UNITED STATES	85/229,543	4,199,329	8/28/2012	REGISTERED
DESIGN (Cricut Circle)	CANADA	1534548	TMA847214	3/28/2013	REGISTERED
CRICUT CRAFT ROOM	CANADA	1534046	TMA850920	5/14/2013	REGISTERED
CRICUT IMAGINE	CANADA	1489356	TMA856205	7/25/2013	REGISTERED
CUTTLEBUG	SOUTH KOREA	40201352651	1042512	6/12/2014	REGISTERED
SMART SET	UNITED STATES	86/170,339	4,584,469	8/12/2014	REGISTERED
DESIGN SPACE	UNITED STATES	85/967,419	4,633,392	11/4/2014	REGISTERED
CUT SMART	UNITED STATES	86/170,323	4,655,404	12/16/2014	REGISTERED
DESIGN (Cricut C)	UNITED STATES	85/229,541	4,679,186	1/27/2015	REGISTERED
CRICUT with C Design	UNITED STATES	86/457,263	4,772,594	7/14/2015	REGISTERED