

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hoffmaster Group, Inc.		11/21/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	4905037	PARTY IN A BOX
Registration Number:	5074033	NAPKIDS
Registration Number:	4951852	FLUSHEEZE
Registration Number:	4846723	PARTY IN A BOX
Registration Number:	4543513	OVERTHEHILLBIRTHDAYPARTY.COM
Registration Number:	4512960	1STBIRTHDAYPARTY.COM
Registration Number:	4547540	BELLISSIMO FAVORS
Registration Number:	4651568	NAPKINS.COM
Registration Number:	4689268	TRENDWARE
Registration Number:	4493548	SMITH-LEE
Registration Number:	4387581	CATER TO GO SINGLES
Registration Number:	4324560	PARTYPAIL
Registration Number:	4424135	LINEN-LIKE NATURAL
Registration Number:	4209208	GMSP
Registration Number:	4307590	SOFTEEZE
Registration Number:	4190586	A LA CARTE CATERWRAP
Registration Number:	4328849	FORM & FUNCTION
Registration Number:	4242917	BUBBLE LOCK

CH \$2165.00 4905037

Property Type	Number	Word Mark
Registration Number:	4137071	STURDYSTYLE
Registration Number:	4073278	OCTY-ROUND
Registration Number:	3982849	EASY CARRY
Registration Number:	4074748	EARTH WISE TREE FREE
Registration Number:	4074749	EARTHWISE TREE FREE
Registration Number:	4024518	LINEN-LIKE DELUXE
Registration Number:	4080672	ELISE
Registration Number:	3935717	WHERE STRENGTH MEETS STYLE
Registration Number:	4030276	PERFORMA
Registration Number:	3941271	CELEBRATIONS BY CREATIVE CONVERTING
Registration Number:	3929086	GIVE & TAKE
Registration Number:	3700745	MULTIPACK
Registration Number:	3737574	CATERWRAP
Registration Number:	3790679	LINEN-LIKE
Registration Number:	3787861	ARTSTYLE
Registration Number:	3790623	CREATIVE CONVERTING
Registration Number:	3632341	HOFFMASTER GROUP, INC.
Registration Number:	3632317	H HOFFMASTER COLOR FASHION DESIGN
Registration Number:	3588354	FASHNPOINT
Registration Number:	3811246	EARTH WISE
Registration Number:	3304786	STAY PUT
Registration Number:	3308909	CATERWRAP
Registration Number:	3003332	TOUCH OF COLOR
Registration Number:	2910222	SWANKIE
Registration Number:	3207060	OPALESSENCE
Registration Number:	3029966	HOFFMASTER
Registration Number:	2896744	H
Registration Number:	2795898	WRAP'N ROLL
Registration Number:	3024269	FINISHING TOUCH
Registration Number:	2669004	BETTER THAN LINEN
Registration Number:	2669005	BETTER THAN LINEN
Registration Number:	2722406	JUST FOR KIDS!
Registration Number:	2623757	DOLLAR-WISE
Registration Number:	2595688	IRISH LINEN
Registration Number:	2404409	CELLUTEX
Registration Number:	2431207	EVERY OCCASION
Registration Number:	2278570	PARTY PAK
Registration Number:	2439005	LINEN-LIKE SUPREME

Property Type	Number	Word Mark
Registration Number:	2112472	DOLLAR-WISE
Registration Number:	2128753	EVERY OCCASION
Registration Number:	2163419	SENSATIONS
Registration Number:	2106890	H
Registration Number:	2181124	LINEN LIKE
Registration Number:	2043597	SPECIAL OCCASION
Registration Number:	2019242	OCTY-ROUND
Registration Number:	1962108	COLOR ME
Registration Number:	2114460	PAPER ART
Registration Number:	1705845	QUICKSET
Registration Number:	1648876	TOUCH OF COLOR
Registration Number:	1648150	TOUCH OF COLOR
Registration Number:	1634813	PAPER ART
Registration Number:	1634124	PAPER ART
Registration Number:	1624798	SENSATIONS
Registration Number:	1627203	SPECIAL OCCASION
Registration Number:	1628366	SPECIAL OCCASION
Registration Number:	1596350	PARTY CREATIONS
Registration Number:	1530906	AMERICAN
Registration Number:	1526864	LINETTE
Registration Number:	1462761	HOFFMASTER
Registration Number:	1381349	PIK-NIK KING
Registration Number:	1313488	PERMA-WIPES
Registration Number:	1120986	TOUCH OF COLOR
Registration Number:	0782096	HOFFMASTER
Registration Number:	0781586	AMERICAN
Registration Number:	0783224	AMERICAN
Registration Number:	0734939	BROOKLACE
Registration Number:	0535180	LINEN-LIKE
Registration Number:	0515474	CRAFTMASTER

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6924

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

TRADEMARK

REEL: 005933 FRAME: 0974

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	78436.00217
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	12/01/2016

Total Attachments: 18

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of November 21, 2016 among Hoffmaster Group, Inc., a Delaware corporation (the "Grantor") and **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of November 21, 2016, among Hoff Merger Sub Inc., a Delaware corporation (the "Initial Borrower"), Hoffmaster Group, Inc., a Delaware corporation (the "Successor Borrower" and, following the consummation of the Transactions, the "Borrower"), Hoffmaster Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders party thereto and Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent that certain Second Lien Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including those registrations and registration applications in the United States Patent and Trademark Office (or any successor office) referred to on Schedule I hereto, but excluding any "intent to

use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens created pursuant to this Section 2 shall be subject and subordinate to the Liens granted to the First Lien Collateral Agent to secure the First Lien Secured Obligations pursuant to the First Lien Security Agreement and (ii) the Liens and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent or the Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of a conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement with respect to the priority of the Liens and the Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement or with respect to the exercise of any right or remedy by the Collateral Agent hereunder, the terms of the Intercreditor Agreement shall govern and control.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 the Borrower and the Grantor or either of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor’s obligations under this Section 5, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the 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 the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to

produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

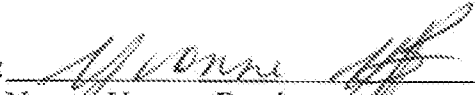
HOFFMASTER GROUP, INC.

By: *David L. Walkowski*
Name: David L. Walkowski
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005933 FRAME: 0979

ROYAL BANK OF CANADA, as Collateral Agent



By: 
Name: Yvonne Brazier
Title: Manager, Agency

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

U.S. Federal Trademarks

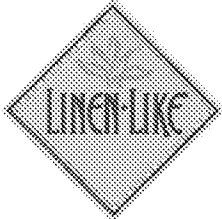
	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
1.	PARTY IN A BOX PARTY IN A BOX	UNITED STATES	86701329 22-JUL-2015	4905037 23-FEB-2016	16	HOFFMASTER GROUP, INC.	Registered
2.	NAPKIDS NAPKIDS	UNITED STATES	86546565 26-FEB-2015	5074033 01-NOV-2016	16	HOFFMASTER GROUP, INC.	Registered
3.	FLUSHEEZE 	UNITED STATES	86189624 10-FEB-2014	4951852 03-MAY-2016	16	HOFFMASTER GROUP, INC.	Registered
4.	PARTY IN A BOX 	UNITED STATES	86189635 10-FEB-2014	4846723 03-NOV-2015	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
5.	OVERTHEHILLBIRTH DAYPARTY.COM 	UNITED STATES	86103349 28-OCT-2013	4543513 03-JUN- 2014	35	HOFFMASTER GROUP, INC.	Registered
6.	1STBIRTHDAYPARTY. COM 	UNITED STATES	86103329 28-OCT-2013	4512960 08-APR- 2014	35	HOFFMASTER GROUP, INC.	Registered
7.	BELLISSIMO FAVORS Bellissimo Favors	UNITED STATES	86103351 28-OCT-2013	4547540 10-JUN- 2014	35	HOFFMASTER GROUP, INC.	Registered
8.	NAPKINS.COM 	UNITED STATES	86103353 28-OCT-2013	4651568 09-DEC- 2014	35	HOFFMASTER GROUP, INC.	Registered
9.	TRENDWARE TRENDWARE	UNITED STATES	85922903 03-MAY-2013	4689268 17-FEB- 2015	8 21	HOFFMASTER GROUP, INC.	Registered
10.	SMITH-LEE SMITH-LEE	UNITED STATES	85814129 02-JAN-2013	4493548 11-MAR- 2014	16 21	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
11.	CATER TO GO SINGLES CATER TO GO SINGLES	UNITED STATES	85814153 02-JAN-2013	4387581 20-AUG- 2013	8	HOFFMASTER GROUP, INC.	Registered
12.	PARTYPAIL PARTYPAIL	UNITED STATES	85773832 07-NOV-2012	4324560 23-APR- 2013	35	HOFFMASTER GROUP, INC.	Registered
13.	LINEN-LIKE NATURAL LINEN-LIKE NATURAL	UNITED STATES	85711543 23-AUG-2012	4424135 29-OCT- 2013	16	HOFFMASTER GROUP, INC.	Registered
14.	GMSP GMSP	UNITED STATES	85513795 11-JAN-2012	4209208 18-SEP-2012	16 21 40	HOFFMASTER GROUP, INC.	Registered
15.	SOFTEEZE SOFTEEZE	UNITED STATES	85507997 03-JAN-2012	4307590 26-MAR- 2013	16	HOFFMASTER GROUP, INC.	Registered
16.	A LA CARTE CATERWRAP A LA CARTE CATERWRAP	UNITED STATES	85507868 03-JAN-2012	4190586 14-AUG- 2012	16	HOFFMASTER GROUP, INC.	Registered
17.	FORM & FUNCTION FORM & FUNCTION	UNITED STATES	85362019 01-JUL-2011	4328849 30-APR- 2013	16 21	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
18.	BUBBLE LOCK BUBBLE LOCK	UNITED STATES	85350852 20-JUN-2011	4242917 13-NOV-2012	20	HOFFMASTER GROUP, INC.	Registered
19.	STURDYSTYLE STURDYSTYLE	UNITED STATES	85976488 13-APR-2011	4137071 01-MAY-2012	21	HOFFMASTER GROUP, INC.	Registered
20.	OCTY-ROUND OCTY-ROUND	UNITED STATES	85253072 28-FEB-2011	4073278 20-DEC-2011	24	HOFFMASTER GROUP, INC.	Registered
21.	EASY CARRY EASY CARRY	UNITED STATES	85085746 15-JUL-2010	3982849 21-JUN-2011	21	HOFFMASTER GROUP, INC.	Registered
22.	EARTH WISE TREE FREE EARTH WISE TREE FREE	UNITED STATES	85015965 16-APR-2010	4074748 20-DEC-2011	8 16 21	HOFFMASTER GROUP, INC.	Registered
23.	EARTHWISE TREE FREE 	UNITED STATES	85015967 16-APR-2010	4074749 20-DEC-2011	8 16 21	HOFFMASTER GROUP, INC.	Registered
24.	LINEN-LIKE DELUXE LINEN-LIKE DELUXE	UNITED STATES	77957871 12-MAR-2010	4024518 13-SEP-2011	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
25.	ELISE ELISE	UNITED STATES	77982698 20-OCT-2009	4080672 03-JAN-2012	16 21	HOFFMASTER GROUP, INC.	Registered
26.	WHERE STRENGTH MEETS STYLE <small>WHERE STRENGTH MEETS STYLE</small>	UNITED STATES	77981070 05-JUN-2009	3935717 22-MAR-2011	21	HOFFMASTER GROUP, INC.	Registered
27.	PERFORMA PERFORMA	UNITED STATES	77744627 26-MAY-2009	4030276 27-SEP-2011	21	HOFFMASTER GROUP, INC.	Registered
28.	CELEBRATIONS BY CREATIVE CONVERTING <small>CELEBRATIONS BY CREATIVE CONVERTING</small>	UNITED STATES	77736383 13-MAY-2009	3941271 05-APR-2011	16 20 21 24 28	HOFFMASTER GROUP, INC.	Registered
29.	GIVE & TAKE GIVE & TAKE	UNITED STATES	77666520 09-FEB-2009	3929086 08-MAR-2011	16	HOFFMASTER GROUP, INC.	Registered
30.	MULTIPACK 	UNITED STATES	77399585 18-FEB-2008	3700745 27-OCT-2009	16	HOFFMASTER GROUP, INC.	Registered
31.	CATERWRAP 	UNITED STATES	77399594 18-FEB-2008	3737574 12-JAN-2010	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
32.	LINEN-LIKE 	UNITED STATES	77399587 18-FEB-2008	3790679 18-MAY-2010	16	HOFFMASTER GROUP, INC.	Registered
33.	ARTSTYLE ARTSTYLE	UNITED STATES	77374472 17-JAN-2008	3787861 11-MAY-2010	8 21	HOFFMASTER GROUP, INC.	Registered
34.	CREATIVE CONVERTING CREATIVE CONVERTING	UNITED STATES	77350846 13-DEC-2007	3790623 18-MAY-2010	4 8 16 20 21 24	HOFFMASTER GROUP, INC.	Registered
35.	HOFFMASTER GROUP, INC. <u>hoffmaster GROUP, Inc.</u>	UNITED STATES	77332715 19-NOV-2007	3632341 02-JUN-2009	40 42	HOFFMASTER GROUP, INC.	Registered
36.	H HOFFMASTER COLOR FASHION DESIGN 	UNITED STATES	77323384 07-NOV-2007	3632317 02-JUN-2009	16 21 40 42	HOFFMASTER GROUP, INC.	Registered
37.	FASHNPOINT FASHNPOINT	UNITED STATES	77321677 05-NOV-2007	3588354 10-MAR-2009	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
38.	EARTH WISE EARTH WISE	UNITED STATES	77060426 08-DEC-2006	3811246 29-JUN- 2010	16	HOFFMASTER GROUP, INC.	Registered
39.	STAY PUT STAY PUT	UNITED STATES	78945448 04-AUG-2006	3304786 02-OCT- 2007	16	HOFFMASTER GROUP, INC.	Registered
40.	CATERWRAP CATERWRAP	UNITED STATES	78721371 27-SEP-2005	3308909 09-OCT- 2007	16	HOFFMASTER GROUP, INC.	Registered
41.	TOUCH OF COLOR TOUCH OF COLOR	UNITED STATES	76572511 26-JAN-2004	3003332 04-OCT- 2005	8 21 24	HOFFMASTER GROUP, INC.	Registered
42.	SWANKIE SWANKIE	UNITED STATES	76567454 16-DEC-2003	2910222 14-DEC- 2004	16	HOFFMASTER GROUP, INC.	Registered
43.	OPALESSENCE OPALESSENCE	UNITED STATES	76567463 16-DEC-2003	3207060 13-FEB- 2007	16 24	HOFFMASTER GROUP, INC.	Registered
44.	HOFFMASTER	UNITED STATES	76977818 14-OCT-2003	3029966 13-DEC- 2005	21	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
45.	H 	UNITED STATES	76517298 27-MAY-2003	2896744 26-OCT-2004	8 24	HOFFMASTER GROUP, INC.	Registered
46.	WRAP'N ROLL 	UNITED STATES	76437299 05-AUG-2002	2795898 16-DEC-2003	16	HOFFMASTER GROUP, INC.	Registered
47.	FINISHING TOUCH	UNITED STATES	78135534 13-JUN-2002	3024269 06-DEC-2005	16	HOFFMASTER GROUP, INC.	Registered
48.	BETTER THAN LINEN	UNITED STATES	76385182 21-MAR-2002	2669004 31-DEC-2002	16	HOFFMASTER GROUP, INC.	Registered
49.	BETTER THAN LINEN	UNITED STATES	76385183 21-MAR-2002	2669005 31-DEC-2002	16	HOFFMASTER GROUP, INC.	Registered
50.	JUST FOR KIDS! 	UNITED STATES	76321883 04-OCT-2001	2722406 03-JUN-2003	16	HOFFMASTER GROUP, INC.	Registered
51.	DOLLAR-WISE	UNITED STATES	76206054 06-FEB-2001	2623757 24-SEP-2002	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
52.	IRISH LINEN	UNITED STATES	76148902 18-OCT-2000	2595688 16-JUL-2002	16	HOFFMASTER GROUP, INC.	Registered
53.	CELLUTEX	UNITED STATES	75891173 07-JAN-2000	2404409 14-NOV-2000	16	HOFFMASTER GROUP, INC.	Registered
54.	EVERY OCCASION	UNITED STATES	75847610 06-NOV-1999	2431207 27-FEB-2001	8 21	HOFFMASTER GROUP, INC.	Registered
55.	PARTY PAK <i>Party Pak</i>	UNITED STATES	75569965 14-OCT-1998	2278570 14-SEP-1999	16 21	HOFFMASTER GROUP, INC.	Registered
56.	LINEN-LIKE SUPREME 	UNITED STATES	75548568 08-SEP-1998	2439005 27-MAR-2001	16	HOFFMASTER GROUP, INC.	Registered
57.	DOLLAR-WISE	UNITED STATES	75228844 21-JAN-1997	2112472 11-NOV-1997	16	HOFFMASTER GROUP, INC.	Registered
58.	EVERY OCCASION	UNITED STATES	75216863 23-DEC-1996	2128753 13-JAN-1998	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
59.	SENSATIONS	UNITED STATES	75198998 18-NOV-1996	2163419 09-JUN-1998	8 16 21	HOFFMASTER GROUP, INC.	Registered
60.	H 	UNITED STATES	75164200 11-SEP-1996	2106890 21-OCT-1997	16	HOFFMASTER GROUP, INC.	Registered
61.	LINEN LIKE	UNITED STATES	75108802 18-APR-1996	2181124 11-AUG-1998	16	HOFFMASTER GROUP, INC.	Registered
62.	SPECIAL OCCASION	UNITED STATES	75090641 18-APR-1996	2043597 11-MAR-1997	16	HOFFMASTER GROUP, INC.	Registered
63.	OCTY-ROUND	UNITED STATES	75034360 18-DEC-1995	2019242 26-NOV-1996	16	HOFFMASTER GROUP, INC.	Registered
64.	COLOR ME	UNITED STATES	74682711 31-MAY-1995	1962108 12-MAR-1996	16	HOFFMASTER GROUP, INC.	Registered
65.	PAPER ART 	UNITED STATES	74637582 23-FEB-1995	2114460 18-NOV-1997	4 6 8 16 20 21 24 28	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
66.	QUICKSET	UNITED STATES	74147838 15-MAR-1991	1705845 04-AUG-1992	16	HOFFMASTER GROUP, INC.	Registered
67.	TOUCH OF COLOR	UNITED STATES	74077943 13-JUL-1990	1648876 25-JUN-1991	21	HOFFMASTER GROUP, INC.	Registered
68.	TOUCH OF COLOR	UNITED STATES	74077941 13-JUL-1990	1648150 18-JUN-1991	16	HOFFMASTER GROUP, INC.	Registered
69.	PAPER ART	UNITED STATES	74064404 31-MAY-1990	1634813 12-FEB-1991	16	HOFFMASTER GROUP, INC.	Registered
70.	PAPER ART	UNITED STATES	74064390 31-MAY-1990	1634124 05-FEB-1991	21	HOFFMASTER GROUP, INC.	Registered
71.	SENSATIONS	UNITED STATES	74008712 07-DEC-1989	1624798 27-NOV-1990	16	HOFFMASTER GROUP, INC.	Registered
72.	SPECIAL OCCASION	UNITED STATES	74003866 20-NOV-1989	1627203 11-DEC-1990	24	HOFFMASTER GROUP, INC.	Registered
73.	SPECIAL OCCASION	UNITED STATES	74003867 20-NOV-1989	1628366 18-DEC-1990	21	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
74.	PARTY CREATIONS	UNITED STATES	73795838 24-APR-1989	1596350 15-MAY-1990	16 20 21 28	HOFFMASTER GROUP, INC.	Registered
75.	AMERICAN	UNITED STATES	73747389 22-AUG-1988	1530906 21-MAR-1989	21	HOFFMASTER GROUP, INC.	Registered
76.	LINETTE	UNITED STATES	73733075 08-JUN-1988	1526864 28-FEB-1989	16	HOFFMASTER GROUP, INC.	Registered
77.	HOFFMASTER	UNITED STATES	73618908 08-SEP-1986	1462761 27-OCT-1987	16	HOFFMASTER GROUP, INC.	Registered
78.	PIK-NIK KING	UNITED STATES	73549045 19-JUL-1985	1381349 04-FEB-1986	16	HOFFMASTER GROUP, INC.	Registered
79.	PERMA-WIPES	UNITED STATES	73456389 09-DEC-1983	1313488 08-JAN-1985	21	HOFFMASTER GROUP, INC.	Registered
80.	TOUCH OF COLOR	UNITED STATES	73159246 21-FEB-1978	1120986 26-JUN-1979	16	HOFFMASTER GROUP, INC.	Registered
81.	HOFFMASTER	UNITED STATES	72184470 13-JAN-1964	0782096 22-DEC-1964	16	HOFFMASTER GROUP, INC.	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Registered Owner	Status
82.	AMERICAN	UNITED STATES	72173999 30-JUL-1963	0781586 15-DEC-1964	6 16 20	HOFFMASTER GROUP, INC.	Registered
83.	AMERICAN	UNITED STATES	72173998 30-JUL-1963	0783224 12-JAN-1965	16 26 27	HOFFMASTER GROUP, INC.	Registered
84.	BROOKLACE	UNITED STATES	72136024 18-JAN-1961	0734939 24-JUL-1962	16	HOFFMASTER GROUP, INC.	Registered
85.	LINEN-LIKE LINEN-LIKE	UNITED STATES	71545933 02-JAN-1948	0535180 26-DEC-1950	16	HOFFMASTER GROUP, INC.	Registered
86.	CRAFTMASTER craftmaster	UNITED STATES	71521258 24-APR-1947	0515474 20-SEP-1949	16	HOFFMASTER GROUP, INC.	Registered