

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410253

| | | | |
|-----------------------------------|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WM. Wright Co. | | 12/22/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 10 South Wacker Drive | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1358165 | BALENE | |
| Registration Number: | 1048584 | BONDEX | |
| Registration Number: | 1117715 | BONDEX | |
| Registration Number: | 0757410 | BOYE | |
| Registration Number: | 0752483 | BOYE | |
| Registration Number: | 0507382 | BOYE | |
| Registration Number: | 1391688 | CROCHET MASTER | |
| Registration Number: | 2266594 | EZ | |
| Registration Number: | 1188748 | EZ INTERNATIONAL | |
| Registration Number: | 2299401 | EZ QUILTING | |
| Serial Number: | 86524469 | FASHION BONDEX | |
| Registration Number: | 3755712 | FIX IT FAST | |
| Registration Number: | 4746351 | I TAUGHT MYSELF TO LOOM KNIT | |
| Serial Number: | 86249792 | I TAUGHT MYSELF TO QUILT | |
| Registration Number: | 1640598 | KNITMATES | |
| Registration Number: | 3416748 | NEEDLEMASTER | |
| Registration Number: | 0821358 | PERFECTION POINTS | |
| Registration Number: | 4223535 | QUINCEANERA | |
| Registration Number: | 4746505 | SAVE MONEY MEND & REPAIR | |

OP \$765.00 1358165

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4499110 | SENSATHREAD |
| Registration Number: | 3424455 | SIMPLY CREATIVE |
| Registration Number: | 0974394 | SOFT AND EASY |
| Registration Number: | 4887589 | STARTING POINTS |
| Registration Number: | 4066814 | THE NAME YOU TRUST FOR THE CRAFT TOOLS Y |
| Registration Number: | 1417539 | |
| Registration Number: | 0904123 | WRIGHTS |
| Registration Number: | 3341722 | WRIGHTS |
| Registration Number: | 2742180 | WRIGHTS HOME COLLECTION |
| Registration Number: | 3266102 | CREATION STATION |
| Serial Number: | 86389196 | I TAUGHT MYSELF |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803566

Email: james.murray@wolterskluwer.com

Correspondent Name: Jim Murray

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Joanne BL Arnold |
| SIGNATURE: | /Joanne BL Arnold/ |
| DATE SIGNED: | 12/27/2016 |

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 22, 2016, by Wm. Wright Co. (the “Pledgor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to an ABL Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement,” capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of December 22, 2016, made by WILTON BRANDS LLC, a Delaware limited liability company, the other pledgors party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity and together with any successors in such capacity, the “Collateral Agent”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request

and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

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

Very truly yours,

WM. WRIGHT CO.,
as Pledgor

By: 

Name: Linda Sherbaugh

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Wm. Wright Co.)]

TRADEMARK
REEL: 005952 FRAME: 0288

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Christopher S. Haddik
Name: Christopher S. Haddik
Title: authorized signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Applications and Registrations

| Owner | Trademark | Country | Status | Appl No | Appl Date | Reg No | Reg Date |
|----------------|------------------------------|----------------|---------------|----------------|------------------|---------------|-----------------|
| Wm. Wright Co. | BALENE | US | Registered | 73-520848 | 2/5/1985 | 1358165 | 9/3/1985 |
| Wm. Wright Co. | BONDEX | US | Registered | 73-074954 | 1/21/1976 | 1048584 | 9/21/1976 |
| Wm. Wright Co. | BONDEX (Stylized) | US | Registered | 73-147953 | 11/9/1977 | 1117715 | 5/8/1979 |
| Wm. Wright Co. | BOYE and Design | US | Registered | 72/152276 | 8/31/1962 | 757410 | 9/24/1963 |
| Wm. Wright Co. | BOYE and Design | US | Registered | 72-154801 | 10/9/1962 | 752483 | 7/9/1963 |
| Wm. Wright Co. | BOYE and Design | US | Registered | 71/539808 | 7/8/1947 | 507382 | 3/8/1949 |
| Wm. Wright Co. | CROCHET MASTER | US | Registered | 73-517182 | 1/11/1985 | 1391688 | 4/29/1986 |
| Wm. Wright Co. | EZ (Stylized) | US | Registered | 75-432746 | 2/11/1998 | 2266594 | 8/3/1999 |
| Wm. Wright Co. | EZ INTERNAT IONAL | US | Registered | 73-239905 | 11/20/1979 | 1188748 | 2/2/1982 |
| Wm. Wright Co. | EZ QUILTING | US | Registered | 75-432759 | 2/11/1998 | 2299401 | 12/14/1999 |
| Wm. Wright Co. | Fashion Bondex & Design | US | Pending | 86524469 | 2/4/2015 | | |
| Wm. Wright Co. | FIX IT FAST | US | Registered | 77-595198 | 10/17/2008 | 3755712 | 3/2/2010 |
| Wm. Wright Co. | I Taught Myself To Loom Knit | US | Registered | 86253464 | 4/16/2014 | 4746351 | 6/2/2015 |
| Wm. Wright Co. | I Taught Myself To Quilt | US | Pending | 86249792 | 4/11/2014 | | |

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| Wm. Wright Co. | KNITMATE S | US | Registered | 73-797484 | 5/3/1989 | 1640598 | 4/9/1991 |
| Wm. Wright Co. | NEEDLEMASTER | US | Registered | 77-068257 | 12/20/2006 | 3416748 | 4/29/2008 |
| Wm. Wright Co. | PERFECTI ON POINTS | US | Registered | 72-201362 | 9/8/1964 | 821358 | 12/27/1966 |
| Wm. Wright Co. | QUINCEANERA | US | Registered | 85-595450 | 4/11/2012 | 4223535 | 10/9/2012 |
| Wm. Wright Co. | Save Money Mend & Repair | US | Registered | 86289341 | 5/22/2014 | 4746505 | 6/2/2015 |
| Wm. Wright Co. | Sensathread | US | Registered | 85/774364 | 11/18/2012 | 4499110 | 3/18/2014 |
| Wm. Wright Co. | Simply Creative | US | Registered | 78/837,664 | 3/15/2006 | 3424455 | 5/6/2008 |
| Wm. Wright Co. | SOFT AND EASY | US | Registered | 72437668 | 10/6/1972 | 974394 | 12/4/1973 |
| Wm. Wright Co. | Starting Points | US | Registered | 86274095 | 5/7/2014 | 4887589 | 1/19/2016 |
| Wm. Wright Co. | THE NAME YOU TRUST FOR THE CRAFT TOOLS YOU LOVE | US | Registered | 85-303479 | 4/25/2011 | 4066814 | 12/6/2011 |
| Wm. Wright Co. | Whale Design | US | Registered | 73-575513 | 12/30/1985 | 1417539 | 11/18/1986 |
| Wm. Wright Co. | WRIGHTS | US | Registered | 72-313366 | 11/29/1968 | 904123 | 12/15/1970 |
| Wm. Wright Co. | WRIGHTS and Design | US | Registered | 78-831832 | 3/8/2006 | 3341722 | 11/20/2007 |
| Wm. Wright Co. | WRIGHTS HOME COLLECTION | US | Registered | 75-430015 | 2/6/1998 | 2742180 | 7/29/2003 |
| Wm. Wright Company | CREATION STATION | US | Registered | 78-684396 | 8/3/2005 | 3266102 | 7/17/2007 |
| Wm. Wright Co. | I TAUGHT MYSELF | US | Pending | 86389196 | 9/9/2014 | | |