

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dimensions Crafts LLC		05/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	214 N. Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	4324906	BEAD HINGE MOTIONATORS MAKE YOUR PROJECT	
Registration Number:	4314564	BEAD 'N CARRY	
Registration Number:	2421474	DAYDREAMS	
Registration Number:	1214121	DIMENSIONS	
Registration Number:	4194465	DIMENSIONS	
Registration Number:	4324913	DOUBLE MOTIONATORS	
Registration Number:	1909361	FASHIONART	
Registration Number:	2027935	FELTWORKS	
Registration Number:	4057502	FELTWORKS FUN	
Registration Number:	3709728	FUNFUSION	
Serial Number:	86142958	FUSING CREATIVITY AND FUN	
Registration Number:	4127959	HANDMADE EMBROIDERY KIT	
Registration Number:	1165529	INKADINKADO	
Registration Number:	4560812	IPEGBOARD	
Registration Number:	1695412	LEARN-A-CRAFT	
Registration Number:	3651936	LI'L TOTS	
Serial Number:	86785978	MINI BEADS	
Registration Number:	4328758	MOTIONATOR	
Registration Number:	4324915	MOTIONATOR STAND	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4411446	MOTIONATOR TOOL
Registration Number:	4339188	PEG MOTIONATORS
Registration Number:	4066325	PENCIL WORKS
Registration Number:	4466830	PERLER
Registration Number:	2086904	PERLER
Registration Number:	4028323	PERLER BEADS
Registration Number:	3221392	PERLER BEADS
Registration Number:	3973805	PERLER BEADS BIGGIE BEADS
Registration Number:	4302197	PERLER BIGGIE BEADS
Serial Number:	86142943	PERLER PLAYDATE
Registration Number:	4250977	PERLER SNAPSHOTS
Registration Number:	4324914	PIVOT MOTIONATORS
Registration Number:	4339189	QUAD MOTIONATORS
Registration Number:	4324912	SINGLE MOTIONATORS
Registration Number:	4339187	SMALL POST MOTIONATORS
Registration Number:	4429412	STAMPINGGEAR
Registration Number:	4127957	THE GOLD COLLECTION
Registration Number:	4127958	THE GOLD COLLECTION PETITES

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	PIMG-274-015
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	06/02/2017

Total Attachments: 7

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Second Lien Term Loan Trademark Security Agreement

Second Lien Term Loan Trademark Security Agreement, dated as of May 15, 2017 (this, "Trademark Security Agreement"), by Dimensions Crafts LLC, (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Second Lien Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Term Loan 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 May 15, 2017, made by WILTON BRANDS LLC, a Delaware limited liability company, the other pledgors party thereto and 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 Second Lien Term Loan 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.

This Trademark Security Agreement has been signed by U.S. Bank National Association not in its individual capacity but solely in its capacity as Collateral Agent. It is hereby expressly understood and agreed that the Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities hereunder as set forth under the Second Lien Term Loan Agreement as if expressly set forth herein, mutatis mutandis.

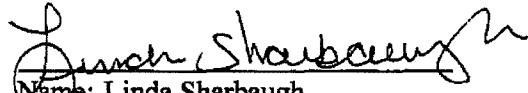
[signature page follows]

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,

DIMENSIONS CRAFTS LLC,
as Pledgor

By:

A handwritten signature in black ink, appearing to read "Linda Sharbaugh", written over a horizontal line.

Name: Linda Sharbaugh

Title: Executive Vice President, Chief
Financial Officer and Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent and
not in its individual capacity

By: 

Name: James A. Hanley
Title: Vice President

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
Dimensions Crafts LLC	Bead Hinge Motionators Make your Projects Move	US	Registered	85260114	3/7/2011	4324906	4/23/2013
Dimensions Crafts LLC	Bead 'n Carry	US	Registered	85574165	3/20/2012	4314564	4/2/2013
Dimensions Crafts LLC	Daydreams	US	Registered	75/929889	2/28/2000	2421474	1/16/2001
Dimensions Crafts LLC	Dimensions	US	Registered	73/333053	10/19/1981	1214121	10/26/1982
Dimensions Crafts LLC	Dimensions	US	Registered	85514032	1/11/2012	4194465	8/21/2012
Dimensions Crafts LLC	Double Motionators	US	Registered	85262975	3/10/2011	4324913	4/23/2013
Dimensions Crafts LLC	Fashionart	US	Registered	74/432990	9/7/1993	1909361	8/1/1995
Dimensions Crafts LLC	Felworks	US	Registered	74/711221	8/4/1995	2027935	12/31/1996
Dimensions Crafts LLC	Felworks Fun	US	Registered	85161551	10/26/2010	4057502	11/15/2011
Dimensions Crafts LLC	Funfusion	US	Registered	77/492607	6/6/2008	3709728	11/10/2009
Dimensions Crafts LLC	Fusing Creativity and Fun	US	Pending	86142958	12/13/2013		
Dimensions Crafts LLC	Handmade Embroidery Kit (and	US	Registered	85278263	3/28/2011	4127959	4/17/2012

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
	Design)						
Dimensions Crafts LLC	Inkadinkado	US	Registered	73/245055	1/3/1980	1165529	8/18/1981
Dimensions Crafts LLC	ipegboard	US	Registered	85693235	8/2/2012	4560812	7/1/2014
Dimensions Crafts LLC	Learn A Craft	US	Registered	74/143815	3/4/1991	1695412	6/16/1992
Dimensions Crafts LLC	LIL' TOTS Stylized	US	Registered	77/299450	10/9/2007	3651936	7/7/2009
Dimensions Crafts LLC	Mini Beads Logo	US	Pending	86785978	10/13/2015		
Dimensions Crafts LLC	Motionator	US	Registered	85269563	3/17/2011	4328758	4/30/2013
Dimensions Crafts LLC	Motionator Strand	US	Registered	85262983	3/10/2011	4324915	4/23/2013
Dimensions Crafts LLC	Motionator Tool	US	Registered	85263000	3/10/2011	4411446	10/1/2013
Dimensions Crafts LLC	Peg Motionators	US	Registered	85262988	3/10/2011	4339188	5/21/2013
Dimensions Crafts LLC	Pencil Works (and Design)	US	Registered	85268103	3/16/2011	4066325	12/6/2011
Dimensions Crafts LLC	Perler	US	Registered	85/357728	6/28/2011	4466830	1/14/2014
Dimensions Crafts LLC	Perler	US	Registered	75/013434	10/23/1995	2086904	8/12/1997
Dimensions Crafts LLC	Perler Beads	US	Registered	85237485	2/9/2011	4028323	9/20/2011
Dimensions Crafts LLC	Perler Beads and Design	US	Registered	78/585434	3/11/2005	3221392	3/27/2007
Dimensions Crafts LLC	Perler Beads Biggie Beads	US	Registered	85148102	10/8/2010	3973805	6/7/2011
Dimensions	Perler Biggie Beads	US	Registered	85416773	9/8/2011	4302197	3/12/2013

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
Crafts LLC							
Dimensions Crafts LLC	Perler Playdate	US	Pending	86142943	12/13/2013		
Dimensions Crafts LLC	Perler Snapshots	US	Registered	85391772	8/8/2011	4250977	11/27/2012
Dimensions Crafts LLC	Pivot Motionators	US	Registered	85262979	3/10/2011	4324914	4/23/2013
Dimensions Crafts LLC	Quad Motionators	US	Registered	85262991	3/10/2011	4339189	5/21/2013
Dimensions Crafts LLC	Single Motionators	US	Registered	85262966	3/10/2011	4324912	4/23/2013
Dimensions Crafts LLC	Small Post Motionators	US	Registered	85262984	3/10/2011	4339187	5/21/2013
Dimensions Crafts LLC	Stamping Gear (and Design)	US	Registered	85553288	2/27/2012	4429412	11/5/2013
Dimensions Crafts LLC	The Gold Collection & Design	US	Registered	85278248	3/28/2011	4127957	4/17/2012
Dimensions Crafts LLC	The Gold Collection Petites & Design	US	Registered	85278254	3/28/2011	4127958	4/17/2012