

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E K Success Ltd.		05/15/2017	Corporation: NEW YORK
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: 76			
Property Type	Number	Word Mark	
Registration Number:	2832876	3D-DOTS	
Registration Number:	3178256	A TOUCH OF JOLEE'S	
Registration Number:	3829233	ALL THAT BLING	
Registration Number:	3433339	ART BLANCHE	
Registration Number:	1856731	ART WORX	
Registration Number:	3432829	BECAUSE YOU CARE	
Registration Number:	2803454	CHALKLETS	
Registration Number:	2670494	CIRCLE SCISSOR	
Serial Number:	85662569	CIRCLE SCISSOR PRO	
Registration Number:	2972221	COLOR BEE	
Registration Number:	2828446	CORNERADORNER	
Registration Number:	3389960	CURVY CUTTER	
Registration Number:	2744322	CUTTER BEE	
Registration Number:	3341503	CUTTERFLY	
Registration Number:	2900277	CUTTERPEDE	
Registration Number:	3009192	DOTTO	
Registration Number:	4115248	DREAM. MAKE. CELEBRATE.	
Registration Number:	4913979	EASY IMAGE	
Registration Number:	3280758	EASY IMAGE	

CH \$1915.00 2832876

Property Type	Number	Word Mark
Registration Number:	3529988	EK SUCCESS
Registration Number:	3507468	EK SUCCESS
Registration Number:	3501054	EK SUCCESS
Registration Number:	3396017	EK SUCCESS
Registration Number:	4605746	EK TOOLS
Registration Number:	4361762	EK TOOLS
Registration Number:	4348169	EK TOOLS
Registration Number:	4800034	EK TOOLS
Registration Number:	4799934	EKSUCCESS BRANDS
Registration Number:	3934862	EKSUCCESS BRANDS
Registration Number:	3002444	EMBOSSIVES
Registration Number:	2971905	HONEY BEE
Registration Number:	4017179	INKADINKACLINGS RUBBER STAMPS THAT CLING
Registration Number:	2967940	INSCRIBLIO
Registration Number:	3680732	JOLEE'S
Registration Number:	2977071	JOLEE'S
Registration Number:	4006935	JOLEE'S
Registration Number:	3874846	JOLEE'S
Serial Number:	85644531	JOLEE'S BOUTIQUE
Registration Number:	2583791	JOLEE'S BOUTIQUE
Serial Number:	85370545	JOLEE'S BOUTIQUE
Registration Number:	2897772	JOLEE'S BY YOU
Registration Number:	4164862	JOLEE'S JEWELS
Registration Number:	3845982	JOLEE'S JEWELS
Registration Number:	3819289	JOLEE'S JEWELS
Registration Number:	3822740	JOLEE'S JEWELS
Registration Number:	2758913	JOLIE JEWELS
Serial Number:	85407368	KEEP AMERICA CRAFTING
Registration Number:	4397886	LALIBERI
Registration Number:	3450956	MAPLE LANE
Registration Number:	3450955	MAPLE LANE
Registration Number:	3283740	MAPLE LANE
Registration Number:	3341359	MAPLE LANE
Registration Number:	2101969	MAPLE LANE PRESS
Registration Number:	2897747	NOSTALGIQUES
Registration Number:	2397552	PAPER SHAPERS
Registration Number:	3178353	PEP RALLY
Registration Number:	2805648	PHRASE CAFE

Property Type	Number	Word Mark
Registration Number:	3811439	PRECIOUS FINDS
Registration Number:	3952010	PRINT YOUR OWN
Registration Number:	3029864	QUEEN BEE
Registration Number:	2733542	SCRAPBOOK DESIGN UNIVERSITY
Registration Number:	3159504	SELECTIVES
Registration Number:	3732522	SPOTTED CANARY
Registration Number:	4084991	
Registration Number:	4064659	SPOTTED CANARY SCHOOL
Registration Number:	2626395	STAMP-A-MA-JIG
Registration Number:	4649670	STICK IT TO ORDINARY
Registration Number:	2431607	STICKO
Registration Number:	4415875	STICKO FUNCTIONALITY
Registration Number:	4415895	STICKOFY
Registration Number:	4415896	STICKOFY UR LIFE
Registration Number:	2410902	STICKOPOTAMUS
Registration Number:	3190143	TITLE WAVES
Registration Number:	2846007	TWEEZER BEE
Registration Number:	2993433	VELLUM WRITER
Registration Number:	2698598	WHALE OF A PUNCH

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: 8

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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 E K Success Ltd., (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.

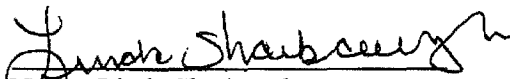
This Trademark Security Agreement has been signed by U.S. Bank National Association not in its individual capacity but solely in its capacity as Collateral Agent. It is hereby expressly understood and agreed that the Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities 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.

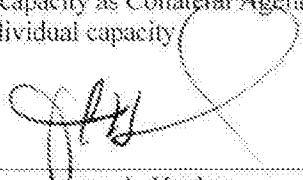
Very truly yours,

E K SUCCESS LTD.,
as Pledgor

By: 
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
EK Success Ltd.	3D-Dots	US	Registered	76/457145	10/9/2002	2832876	4/13/2004
EK Success Ltd.	A Touch of Jolee's	US	Registered	78581843	3/7/2005	3178256	11/28/2006
EK Success Ltd.	All that bling	US	Registered	77716165	4/17/2009	3829233	8/3/2010
EK Success Ltd.	Art Blanche	US	Registered	78/951880	8/14/2006	3433339	5/20/2008
EK Success Ltd.	Art Worx	US	Registered	74/407602	6/28/1993	1856731	10/4/1994
EK Success Ltd.	Because You Care	US	Registered	78/712227	9/13/2005	3432829	5/20/2008
EK Success Ltd.	Chalklets	US	Registered	76/461282	10/24/2002	2803454	1/6/2004
EK Success Ltd.	Circle Scissor	US	Registered	75/801198	9/16/1999	2670494	12/31/2002
EK Success Ltd.	Circle Scissor Pro	US	Registered	85662569	6/27/2012	2670494	7/23/2013
EK Success Ltd.	Color Bee	US	Registered	76/547187	9/26/2003	2972221	7/19/2005
EK Success Ltd.	Corner Adorner	US	Registered	76/461279	10/24/2002	2828446	3/30/2004
EK Success Ltd.	Curvy Cutter	US	Registered	78/773915	12/15/2005	3389960	2/26/2008
EK Success Ltd.	Cutter Bee	US	Registered	76/353562	12/28/2001	2744322	7/29/2003
EK Success Ltd.	Cutterfly	US	Registered	78/769817	12/8/2005	3341503	11/20/2007
EK Success Ltd.	Cutterpede	US	Registered	76/419657	6/12/2002	2900277	11/2/2004
EK Success Ltd.	Dotto	US	Registered	76/547188	9/26/2003	3009192	10/25/2005
EK Success Ltd.	Dream. Make. Celebrate	US	Registered	77/616539	11/18/2008	4115248	3/20/2012
EK Success Ltd.	Easy Image	US	Registered	85644573	6/6/2012	4913979	3/8/2016
EK Success Ltd.	Easy Image	US	Registered	78/725428	10/3/2005	3280758	8/14/2007

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	EK Success	US	Registered	77/295113	10/3/2007	3529988	11/11/2008
EK Success Ltd.	EK Success	US	Registered	77/295109	10/3/2007	3507468	9/30/2008
EK Success Ltd.	EK Success	US	Registered	77/295105	10/3/2007	3501054	9/16/2008
EK Success Ltd.	EK Success	US	Registered	78/714729	9/16/2005	3396017	3/11/2008
EK Success Ltd.	EK Tools	US	Registered	85213773	1/10/2011	4605746	9/16/2014
EK Success Ltd.	EK Tools	US	Registered	85213765	1/10/2011	4361762	7/2/2013
EK Success Ltd.	EK Tools	US	Registered	85/978665	1/10/2011	4348169	6/4/2013
EK Success Ltd.	EK Tools design	US	Registered	85697171	8/7/2012	4800034	8/25/2015
EK Success Ltd.	EK Success Brands	US	Registered	85414065	9/2/2011	4799934	8/25/2015
EK Success Ltd.	EK Success Brands	US	Registered	77/607483	11/5/2008	3934862	3/22/2011
EK Success Ltd.	Embossives	US	Registered	76/587163	4/16/2004	3002444	9/27/2005
EK Success Ltd.	Honey Bee	US	Registered	76/515961	5/21/2003	2971905	7/19/2005
EK Success Ltd.	InkaDinkaC lings Rubber Stamps that Cling	US	Registered	85164397	10/29/2010	4017179	8/23/2011
EK Success Ltd.	Inscriblio	US	Registered	76/558677	11/7/2003	2967940	7/12/2005
EK Success Ltd.	Jolee's	US	Registered	77/402750	2/21/2008	3680732	9/8/2009
EK Success Ltd.	Jolee's	US	Registered	76/452649	9/20/2002	2977071	7/26/2005
EK Success Ltd.	Jolee's	US	Registered	77908928	1/11/2010	4006935	8/2/2011
EK Success Ltd.	Jolee's	US	Registered	77908950	1/11/2010	3874846	11/9/2010
EK Success Ltd.	Jolee's Boutique	US	Pending	85644531	6/6/2012		
EK Success Ltd.	Jolee's Boutique	US	Registered	76/297063	8/8/2001	2583791	6/18/2002
EK Success Ltd.	Jolee's Boutique	US	Pending	85370545	7/13/2011		
EK Success Ltd.	Jolee's by You	US	Registered	76/454154	10/1/2002	2897772	10/26/2004

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	Jolee's Jewels	US	Registered	77663101	2/4/2009	4164862	6/26/2012
EK Success Ltd.	Jolee's Jewels	US	Registered	77663160	2/4/2009	3845982	9/7/2010
EK Success Ltd.	Jolee's Jewels	US	Registered	77663090	2/4/2009	3819289	7/13/2010
EK Success Ltd.	Jolee's Jewels	US	Registered	77663082	2/4/2009	3822740	7/20/2010
EK Success Ltd.	Jolie Jewels	US	Registered	78141959	7/8/2002	2758913	9/2/2003
EK Success Ltd.	Keep America Crafting	US	Pending	85407368	8/25/2011		
EK Success Ltd.	Laliberi	US	Registered	85979648	12/20/2010	4397886	9/3/2013
EK Success Ltd.	Maple Lane	US	Registered	78/721723	9/27/2005	3450956	6/17/2008
EK Success Ltd.	Maple Lane	US	Registered	78/721705	9/27/2005	3450955	6/17/2008
EK Success Ltd.	Maple Lane	US	Registered	78/721655	9/27/2005	3283740	8/21/2007
EK Success Ltd.	Maple Lane	US	Registered	78/721631	9/27/2005	3341359	11/20/2007
EK Success Ltd.	Maple Lane Press	US	Registered	74/728316	9/11/1995	2101969	9/30/1997
EK Success Ltd.	Nostalgiques	US	Registered	76/438856	8/7/2002	2897747	10/26/2004
EK Success Ltd.	Paper Shapers	US	Registered	75/766116	8/2/1999	2397552	10/24/2000
EK Success Ltd.	Pep Rally	US	Registered	78/599167	3/31/2005	3178353	11/28/2006
EK Success Ltd.	Phrase Café	US	Registered	76/458222	10/15/2002	2805648	1/13/2004
EK Success Ltd.	Precious Finds	US	Registered	77/474257	5/14/2008	3811439	6/29/2010
EK Success Ltd.	Print Your Own design	US	Registered	77/924901	2/1/2010	3952010	4/26/2011
EK Success Ltd.	Queen Bee	US	Registered	76/573422	1/29/2004	3029864	12/13/2005
EK Success Ltd.	Scrapbook Design University	US	Registered	76/326270	10/16/2001	2733542	7/1/2003
EK Success Ltd.	Selectives	US	Registered	76/610162	9/3/2004	3159504	10/17/2006
EK Success Ltd.	Spotted Canary	US	Registered	77/606880	11/4/2008	3732522	12/29/2009

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	Spotted Canary Bird Design (no hat)	US	Registered	85196188	12/13/2010	4084991	1/10/2012
EK Success Ltd.	Spotted Canary School	US	Registered	85194960	12/10/2010	4064659	11/29/2011
EK Success Ltd.	Stamp-A-Ma-Jig	US	Registered	76/215290	2/23/2001	2626395	9/24/2002
EK Success Ltd.	Stick It To Ordinary	US	Registered	85757513	10/18/2012	4649670	12/2/2014
EK Success Ltd.	Sticko	US	Registered	76/000738	3/15/2000	2431607	2/27/2001
EK Success Ltd.	Sticko Functionality	US	Registered	85705224	8/16/2012	4415875	10/8/2013
EK Success Ltd.	STICKOFY	US	Registered	85719423	9/4/2012	4415895	10/8/2013
EK Success Ltd.	Stickofy Ur Life	US	Registered	85719425	9/4/2012	4415896	10/8/2013
EK Success Ltd.	Stickopotamus	US	Registered	76/000134	3/15/2000	2410902	12/5/2000
EK Success Ltd.	Title Waves	US	Registered	78/647253	6/9/2005	3190143	12/26/2006
EK Success Ltd.	Tweezer Bee	US	Registered	76/454690	10/2/2002	2846007	5/25/2004
EK Success Ltd.	Vellum Writer	US	Registered	76/572723	1/29/2004	2993433	9/6/2005
EK Success Ltd.	Whale of a Punch	US	Registered	76/309396	9/4/2001	2698598	3/18/2003

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