

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wm. Wright Co.		05/15/2017	Corporation: 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: 32			
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	

CH \$815.00 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
Registration Number:	4998896	I TAUGHT MYSELF
Registration Number:	4103189	I TAUGHT MYSELF KNITTING
Registration Number:	4081352	I TAUGHT MYSELF TO CROCHET

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: 6
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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 Wm. Wright Co. (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.

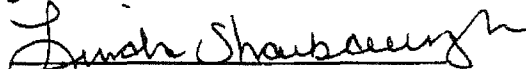
[signature pages follow]

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 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

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

TRADEMARK
REEL: 006075 FRAME: 0805

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 INTERNATIONAL	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		
Wm. Wright Co.	KNITMATES	US	Registered	73-797484	5/3/1989	1640598	4/9/1991
Wm. Wright Co.	NEEDLE MASTER	US	Registered	77-068257	12/20/2006	3416748	4/29/2008
Wm. Wright Co.	PERFECTION POINTS	US	Registered	72-201362	9/8/1964	821358	12/27/1966
Wm. Wright Co.	QUINCEA NERA	US	Registered	85-595450	4/11/2012	4223535	10/9/2012

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
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 Co.	CREATION STATION	US	Registered	78-684396	8/3/2005	3266102	7/17/2007
Wm. Wright Co.	I TAUGHT MYSELF	US	Registered	86389196	9/9/2014	4998896	7/12/2016
Wm. Wright Co.	I TAUGHT MYSELF KNITTING	US	Registered	85277138	3/25/2011	4103189	2/21/2012
Wm. Wright Co.	I TAUGHT MYSELF TO CROCHET	US	Registered	85277147	3/25/2011	4081352	1/3/2012

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RECORDED: 06/02/2017

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