

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1237958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Greetings Corporation		04/30/2024	Corporation: OHIO
AGC, LLC		04/30/2024	Limited Liability Company: DELAWARE
AGCM, Inc.		04/30/2024	Corporation: OHIO
PRGCO, LLC		04/30/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Serial Number:	88796802	MAGIC MOMENTS	
Serial Number:	88590731	SWINGSATIONS	
Serial Number:	87956917		
Serial Number:	87657813	GIFT CARD CONNECTIONS	
Serial Number:	87783910	FART FELLAS	
Serial Number:	87233085	TREE-MENDOUS WISHES	
Serial Number:	87980780	ROSEVILLE PRESS	
Serial Number:	87190263	FUN H USE	
Serial Number:	87190272	HAPPY TAILS	
Serial Number:	86542754	LOONY LOOT	
Serial Number:	87233076	HIDDEN SURPRISE	
Serial Number:	87956913	GIFT CARD CONNECTIONS	
Serial Number:	88166920	JUST WINK	
Serial Number:	87191028	HYPER CASH	

OP \$1865.00.00 88796802

Property Type	Number	Word Mark
Serial Number:	90629061	TENDER THOUGHTS
Serial Number:	87395782	COSTUME CRITTERS
Serial Number:	97757786	MANTELSCAPE
Serial Number:	98293388	PLUS MARK
Serial Number:	88223519	OUT STANDING
Serial Number:	87190266	CHEEKY WISHES
Serial Number:	87190267	CHAIRS TO YOU
Serial Number:	87190276	SWEET EATS
Serial Number:	87233065	WINNING WISHES
Serial Number:	88780982	PAPER THREAD
Serial Number:	97279054	JUST WINK
Serial Number:	90807244	HELLO LONDON!
Serial Number:	88660516	WISH POPS
Serial Number:	87409082	LIFE UNSCRIPTED
Serial Number:	87406923	UP IN LIGHTS
Serial Number:	87783915	WACKY WREATHS
Serial Number:	87406896	GETTING WIGGY
Serial Number:	88035676	PRESENT COMPANY
Serial Number:	87406908	HAPPY BIRDIES
Serial Number:	98293377	PLUS MARK
Serial Number:	87653998	MIND BLOWERS
Serial Number:	97155140	JUST WINK
Serial Number:	97155143	JUSTWINK
Serial Number:	90191861	PRIDE + TRUE
Serial Number:	88602716	INSPIRED BLESSINGS
Serial Number:	88679024	SWEET HARMONIES
Serial Number:	87783900	MINI PINI
Serial Number:	87783912	WIGGIN' OUT
Serial Number:	88151803	WINKING MOON PRESS
Serial Number:	97296153	JUST WINK
Serial Number:	85535860	KINDRED WORDS
Serial Number:	87106388	CHIP-N-SIP
Serial Number:	87180878	REMOTE CONTROL WISHES
Serial Number:	87190257	WACKY WONDERLAND
Serial Number:	87190269	ROYAL DELIGHTS
Serial Number:	87190270	PULL MY CORD
Serial Number:	87783875	WISH - O - MATIC
Serial Number:	87653997	JEEPERS JARS

Property Type	Number	Word Mark
Serial Number:	88352831	POP HAPPY
Serial Number:	88590621	TOP HONORS
Serial Number:	88352836	FANTASTIC FERRIS
Serial Number:	97602732	PICS & WISHES
Serial Number:	97565132	CREATACARD
Serial Number:	97602736	PICS & WISHES
Serial Number:	90549971	HII! CREATACARD
Serial Number:	87422603	SMASHUPS
Serial Number:	87325824	HOLLYWOOD SMASHUPS
Serial Number:	97264249	PAPYRUS
Serial Number:	87979804	PAPER REBEL
Serial Number:	90977336	PAPERSONG
Serial Number:	97264253	EXPRESS BEAUTIFULLY
Serial Number:	97264256	EXPRESS BEAUTIFULLY
Serial Number:	88813475	PAPYRUS
Serial Number:	87978128	PAPER REBEL
Serial Number:	97887040	PAPYRUS
Serial Number:	78942820	KATHY DAVIS
Serial Number:	86624756	KATHY DAVIS
Serial Number:	77975549	KATHY DAVIS SCATTER JOY
Serial Number:	86624759	KATHY DAVIS
Serial Number:	86578397	K DAVIS KATHY DAVIS DESIGNS

CORRESPONDENCE DATA

Fax Number:

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	05/16/2024

Total Attachments: 13
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 30, 2024, is made by AMERICAN GREETINGS CORPORATION, an Ohio corporation ("American Greetings"), AGC, LLC, a Delaware limited liability company ("AGC"), AGCM, INC., an Ohio corporation ("AGCM") and PRGCO, LLC, an Ohio limited liability company ("PRGCO" and, together with American Greetings, AGC and AGCM, each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of April 6, 2018 (as amended by Amendment No. 1 to Credit Agreement, dated as of May 1, 2018, Amendment No. 2 to Credit Agreement, dated as of September 27, 2021, Amendment No. 3 to Credit Agreement, dated as of March 16, 2022, Amendment No. 4 to Credit Agreement, dated as of April 17, 2023, Amendment No. 5 to Credit Agreement, dated as of April 30, 2024, and as further amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, American Greetings is the Borrower and AGC, AGCM and PRGCO are each wholly-owned direct or indirect subsidiaries of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Guarantee and Collateral Agreement, dated as of April 6, 2018, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined or specified herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN GREETINGS
CORPORATION
AGC, LLC
AGCM, INC.
PRGCO, LLC, as Grantors

By:



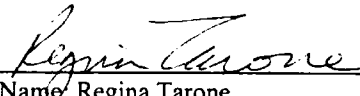
Name: Valentin R. Jurca

Title: Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008433 FRAME: 0218

BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: Regina Tarone
Title: Managing Director

SCHEDULE I

Trademark Registrations

Please see attached.

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	AGC, LLC	MAGIC MOMENTS	88796802	Feb. 13, 2020	6218415	Dec. 08, 2020
2.	AGC, LLC	SWINGSATIONS	88590731	Aug. 23, 2019	6181307	Oct. 20, 2020
3.	AGC, LLC	Design only	87956917	Jun. 11, 2018	6037745	Apr. 21, 2020
4.	AGC, LLC	GIFT CARD CONNECTIONS	87657813	Oct. 24, 2017	5984907	Feb. 11, 2020
5.	AGC, LLC	FART FELLAS	87783910	Feb. 05, 2018	5764720	May 28, 2019
6.	AGC, LLC	TREE-MENDOUS WISHES	87233085	Nov. 10, 2016	5775989	Jun. 11, 2019
7.	AGC, LLC	ROSEVILLE PRESS	87980780	Jun. 09, 2017	5777365	Jun. 11, 2019
8.	AGC, LLC	FUN H USE	87190263	Sep. 30, 2016	5745948	May 07, 2019
9.	AGC, LLC	HAPPY TAILS	87190272	Sep. 30, 2016	5498576	Jun. 19, 2018
10.	AGC, LLC	LOONY LOOT	86542754	Feb. 23, 2015	5722539	Apr. 09, 2019
11.	AGC, LLC	HIDDEN SURPRISE	87233076	Nov. 10, 2016	5763955	May 28, 2019
12.	AGC, LLC	GIFT CARD CONNECTIONS	87956913	Jun. 11, 2018	6037744	Apr. 21, 2020
13.	AGC, LLC	JUST WINK	88166920	Oct. 24, 2018	5815267	Jul. 23, 2019
14.	AGC, LLC	HYPER CASH	87191028	Oct. 03, 2016	5775969	Jun. 11, 2019

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
15.	AGC, LLC	TENDER THOUGHTS	90629061	Apr. 07, 2021	6683497	Mar. 29, 2022
16.	AGC, LLC	COSTUME CRITTERS	87395782	Apr. 03, 2017	5618241	Nov. 27, 2018
17.	AGC, LLC	MANTELSCAPE	97757786	Jan. 17, 2023		
18.	AGC, LLC	PLUS MARK	98293388	Nov. 30, 2023		
19.	AGC, LLC	OUT STANDING	88223519	Dec. 10, 2018	5957279	Jan. 07, 2020
20.	AGC, LLC	CHEEKY WISHES	87190266	Sep. 30, 2016	5745949	May 07, 2019
21.	AGC, LLC	CHAIRS TO YOU	87190267	Sep. 30, 2016	5880423	Oct. 08, 2019
22.	AGC, LLC	SWEET EATS	87190276	Sep. 30, 2016	5763927	May 28, 2019
23.	AGC, LLC	WINNING WISHES	87233065	Nov. 10, 2016	6053617	May 12, 2020
24.	AGC, LLC	PAPER THREAD	88780982	Jan. 31, 2020	6129746	Aug. 18, 2020
25.	AGC, LLC	JUST WINK	97229054	Feb. 22, 2022	6949861	Jan. 10, 2023
26.	AGC, LLC	HELLO LONDON!	90807244	Jul. 01, 2021	6932121	Dec. 20, 2022
27.	AGC, LLC	WISH POPS	88660516	Oct. 18, 2019	6186497	Oct. 27, 2020

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
28.	AGC, LLC	LIFE UNSCRIPTE	87409082	Apr. 12, 2017	5633625	Dec. 18, 2018
29.	AGC, LLC	UP IN LIGHTS	87406923	Apr. 11, 2017	5644264	Jan. 01, 2019
30.	AGC, LLC	WACKY WREATHS	87783915	Feb. 05, 2018	6403833	Jun. 29, 2021
31.	AGC, LLC	GETTING WIGGY	87406896	Apr. 11, 2017	5618270	Nov. 27, 2018
32.	AGC, LLC	PRESENT COMPANY	88035676	Jul. 12, 2018	5892473	Oct. 22, 2019
33.	AGC, LLC	HAPPY BIRDIES	87406908	Apr. 11, 2017	5618271	Nov. 27, 2018
34.	AGC, LLC	PLUS MARK	98293377	Nov. 30, 2023		
35.	AGC, LLC	MIND BLOWERS	87653998	Oct. 20, 2017	5650745	Jan. 08, 2019
36.	AGC, LLC	JUST WINK	97155140	Dec. 03, 2021	6947014	Jan. 10, 2023
37.	AGC, LLC	JUSTWINK	97155143	Dec. 03, 2021	7078414	Jun. 13, 2023
38.	AGC, LLC	PRIDE + TRUE	90191861	Sep. 18, 2020	7043555	May 02, 2023
39.	AGC, LLC	INSPIRED BLESSINGS	88602716	Sep. 03, 2019	6018870	Mar. 24, 2020

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
40.	AGC, LLC	SWEET HARMONIES	88679024	Nov. 04, 2019	6186536	Oct. 27, 2020
41.	AGC, LLC	MINI PINI	87783900	Feb. 05, 2018	5764719	May 28, 2019
42.	AGC, LLC	WIGGIN' OUT	87783912	Feb. 05, 2018	6048152	May 05, 2020
43.	AGC, LLC	WINKING MOON PRESS	88151803	Oct. 11, 2018	5789867	Jun. 25, 2019
44.	AGC, LLC	JUST WINK	97296153	Mar. 04, 2022	6949885	Jan. 10, 2023
45.	AGC, LLC	KINDRED WORDS	85535860	Feb. 07, 2012	5789910	Jun. 25, 2019
46.	AGC, LLC	CHIP-N-SIP	87106388	Jul. 16, 2016	5159736	Mar. 14, 2017
47.	AGC, LLC	REMOTE CONTROL WISHES	87180878	Sep. 23, 2016	5758069	May 21, 2019
48.	AGC, LLC	WACKY WONDERLAND	87190257	Sep. 30, 2016	5758075	May 21, 2019
49.	AGC, LLC	ROYAL DELIGHTS	87190269	Sep. 30, 2016	5758076	May 21, 2019
50.	AGC, LLC	PULL MY CORD	87190270	Sep. 30, 2016	5775968	Jun. 11, 2019
51.	AGC, LLC	WISH - O - MATIC	87783875	Feb. 05, 2018	5764718	May 28, 2019

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
52.	AGC, LLC	JEEPERS JARS	87653997	Oct. 20, 2017	5644881	Jan. 01, 2019
53.	AGC, LLC	POP HAPPY	88352831	Mar. 22, 2019	6049074	May 05, 2020
54.	AGC, LLC	TOP HONORS	88590621	Aug. 23, 2019	6181306	Oct. 20, 2020
55.	AGC, LLC	FANTASTIC FERRIS	88352836	Mar. 22, 2019	6397101	Jun. 22, 2021
56.	AGCM, Inc.	PICS & WISHES	97602732	Sep. 22, 2022		
57.	AGCM, Inc.	CREATACARD	97565132	Aug. 25, 2022	7181925	Oct. 03, 2023
58.	AGCM, Inc.	PICS & WISHES	97602736	Sep. 22, 2022		
59.	AGCM, Inc.	HI! CREATACARD	90549971	Feb. 26, 2021	6614386	Jan. 11, 2022
60.	AGCM, Inc.	SMASHUPS	87422603	Apr. 24, 2017	5504374	Jun. 26, 2018
61.	AGCM, Inc.	HOLLYWOOD SMASHUPS	87325824	Feb. 06, 2017	5504078	Jun. 26, 2018
62.	PRGCO, LLC	PAPYRUS	97264249	Feb. 11, 2022	7124402	Aug. 01, 2023
63.	PRGCO, LLC	PAPER REBEL	87979804	Mar. 03, 2017	5699400	Mar. 12, 2019
64.	PRGCO, LLC	PAPERSONG	90977336	May 17, 2021	6805260	Jul. 26, 2022

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
65.	PRGCO, LLC	EXPRESS BEAUTIFULLY	97264253	Feb. 11, 2022	7010368	Mar. 28, 2023
66.	PRGCO, LLC	EXPRESS BEAUTIFULLY	97264256	Feb. 11, 2022	7124403	Aug. 01, 2023
67.	PRGCO, LLC	PAPYRUS	88813475	Feb. 27, 2020	7081046	Jun. 13, 2023
68.	PRGCO, LLC	PAPER REBEL	87978128	Mar. 03, 2017	5552588	Aug. 28, 2018
69.	PRGCO, LLC	PAPYRUS	97887040	Apr. 13, 2023		
70.	American Greetings Corporation	KATHY DAVIS	78942820	Aug. 02, 2006	3264749	Jul. 17, 2007
71.	American Greetings Corporation	KATHY DAVIS	86624756	May 11, 2015	5498140	Jun. 19, 2018
72.	American Greetings Corporation	KATHY DAVIS SCATTER JOY	77975549	Jan. 02, 2007	3469229	Jul. 15, 2008
73.	American Greetings Corporation	KATHY DAVIS	86624759	May 11, 2015	5617717	Nov. 27, 2018
74.	American Greetings Corporation	K DAVIS KATHY DAVIS DESIGNS	86578397	Mar. 27, 2015	4974547	Jun. 07, 2016

TRADEMARK

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RECORDED: 05/16/2024