

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chartpak, Inc.		06/19/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1133 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	1332851	AVALON
Registration Number:	0649639	LITTLE ARTIST
Registration Number:	1049101	PAINT 'N WEAR
Registration Number:	1059408	COLOR 'N RECOLOR
Registration Number:	1559129	COLOR DOUGH
Registration Number:	0649061	NEW ARTIST
Registration Number:	1059244	'CRYLIC
Registration Number:	0654878	BLACK MAGIC
Registration Number:	0738541	CRAFT MASTER
Registration Number:	1012909	CRAFT MASTER
Registration Number:	1059246	3 IN 1
Registration Number:	0649060	1,2,3
Registration Number:	1768163	SNAP ART
Registration Number:	1367807	TWO POTATO

OP \$1190.00 1332851

Registration Number:	1369873	CHEMLAB
Registration Number:	1564829	TEENY WATER WONDER WORLD
Registration Number:	1775944	SKILCRAFT
Registration Number:	0782562	CRAFT HOUSE
Registration Number:	1100176	CRAFT HOUSE
Registration Number:	1090075	CLAY-BY-NUMBERS
Registration Number:	1081040	PAINT 'N TOTE
Registration Number:	1065770	FABRICOLOR
Registration Number:	2048981	WHEE-LO
Registration Number:	1103494	HOOK AND EYE
Registration Number:	2393859	ETCHED IN STONE
Registration Number:	2401432	SKILL BUILDER LEVEL
Registration Number:	2469826	POSTER PERFECT
Registration Number:	1955385	CANDLE MAGIC
Registration Number:	2365460	THE ORIGINAL PAINT BY NUMBER
Registration Number:	2445223	SOAP SENSATIONS
Registration Number:	2515435	COLOR FACTORY
Registration Number:	2515434	COSMIC SPACE
Registration Number:	2512791	FRUITY FLAVORS LAB
Registration Number:	2626665	COOL CANDY
Registration Number:	2918686	SQUEEZERS
Registration Number:	2695820	TWISTERS
Registration Number:	2749939	VISIBLE MAN
Registration Number:	2741531	VISIBLE WOMAN
Registration Number:	2741550	VISIBLE HORSE
Registration Number:	2925800	BAKE 'N SHIMMER
Registration Number:	2824129	BEAD-TACULAR
Serial Number:	78616845	SNAP FIT
Serial Number:	78373143	ETCHED IN SLATE
Serial Number:	78562803	CANVAS KEEPSAKES
Serial Number:	78798218	WOOD KEEPSAKES
Serial Number:	78798220	PANORAMIC KEEPSAKES
Serial Number:	78792527	WINDOW SCENES

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003426 FRAME: 0332**

Fax Number: (917)368-7136  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-905-3662  
Email: mfarinas@oshr.com  
Correspondent Name: Mercedes Farinas  
Address Line 1: 230 Park Avenue  
Address Line 2: Otterbourg, Steindler, Houston & Rosen  
Address Line 4: New York, NEW YORK 10169

ATTORNEY DOCKET NUMBER:	90391
NAME OF SUBMITTER:	Mercedes Farinas
Signature:	/Mercedes Farinas/
Date:	11/13/2006

**Total Attachments: 5**

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[Execution]

AMENDMENT NO. 3 TO  
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 3 TO SECURITY AGREEMENT (TRADEMARKS) made as of this 14 day of June, 2006, between CHARTPAK, INC., a Delaware corporation ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to Congress Financial Corporation, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party entered into the Security Agreement (Trademarks), dated as of January 23, 1996, as amended by Amendment to Security Agreement (Trademarks), dated as of May 28, 1996, and Amendment No. 2 to Security Agreement (Trademarks) dated September 2, 1999 (the "Trademark Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Secured Party, Debtor and certain affiliated companies are contemporaneously herewith entering into an Amendment to Loan and Security Agreement and Consent (the "Amendment to Loan and Security Agreement"), pursuant to which, among other things, Secured Party consented to the acquisition by Debtor, pursuant to the terms of an Asset Purchase Agreement dated as of April 27, 2006, of certain assets of Craft House Corporation ("CHC"), including, but not limited to, certain of CHC's trademarks and trademark licenses (the "Acquired Trademarks"); and

WHEREAS, in order to induce Secured Party to enter into the Amendment to Loan and Security Agreement and to further evidence Secured Party's security interest in the Acquired Trademarks, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHARTPAK, INC.

By: Steven W. Reich

Title: President

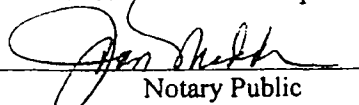
WACHOVIA BANK, NATIONAL ASSOCIATION

By: Annice J. Rice

Title: VICE PRESIDENT

STATE OF New York )  
 ) ss.:  
COUNTY OF Suffolk )

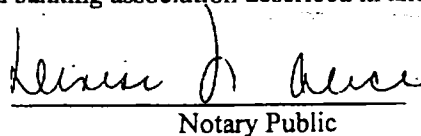
On this 15<sup>th</sup> day of June, 2006, before me personally came Steven W. Roth, to me known, who being duly sworn, did depose and say, that he is the President of CHARTPAK, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

JOAN MIDDLETON  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01M15012202 - SUFFOLK CO.  
COMMISSION EXPIRES 6/15/07

STATE OF Pennsylvania )  
 ) ss.:  
COUNTY OF Philadelphia )

On this 21<sup>st</sup> day of June, 2006, before me personally came DIONNE RICE to me known, who being duly sworn, did depose and say, that he is the VICE PRES. of WACHOVIA BANK, NATIONAL ASSOCIATION., the national banking association described in and which executed the foregoing instrument.

  
Notary Public

NOTARIAL SEAL  
• DENISE M ALICE •  
Notary Public  
PHILADELPHIA CITY, PHILADELPHIA COUNTY  
My Commission Expires Nov 21, 2009

EXHIBIT A  
TO  
AMENDMENT NO. 3 TO  
SECURITY AGREEMENT (TRADEMARKS)

702943.1

SCHEDULE A		
Country	Mark	Reg./Serial No.
U.S.	AVALON	1,332,851
U.S.	LITTLE ARTIST	649,639
U.S.	PAINT 'N WEAR	1,049,101
U.S.	COLOR 'N RECOLOR	1,059,408
U.S.	COLOR DOUGH	1,559,129
U.S.	NEW ARTIST	649,081
U.S.	CRYLIC	1,059,244
U.S.	BLACK MAGIC	654,878
U.S.	CRAFT MASTER	738,541
U.S.	CRAFT MASTER	1,012,909
Canada	CRAFT MASTER	108,970
U.S.	3 IN 1	1,059,248
U.S.	1,2,3	649,080
Mexico	CRAFT MASTER	421,380
U.S.	SNAP ART	1,788,163
Germany	SKILCRAFT	872,512
U.K.	SKILCRAFT	8889,539
Germany	SKILCRAFT & DESIGN	873,563
U.S.	TWO POTATO	1,387,807
U.S.	CHEMLAB	1,369,873
U.S.	TEENY WATER WONDER WORLD	1,564,829
U.S.	SKILCRAFT & DESIGN	1,775,944
Canada	SKILCRAFT & DESIGN	245,998
Japan	SKILCRAFT & Des.	3,185,672
U.K.	CRAFT HOUSE & DESIGN	1,056,398
U.S.	CRAFT HOUSE	782,562
Australia	CRAFT HOUSE	786,711
U.S.	CRAFT HOUSE	1,100,178
Canada	CRAFT HOUSE	340,019
U.S.	CLAY-BY-NUMBERS	1,090,075
U.S.	PAINT 'N TOTE & DESIGN	1,081,040
U.S.	FABRICOLOR	1,065,770
U.S.	WHEEL-O	2,045,981
U.S.	HOOK AND EYE	1,103,494
Turkey	SUN CATCHER	200,998
European (CTM)	SUN CATCHER	783373
U.S.	ETCHED IN STONE	2,383,858
U.S.	SKILL BUILDER LEVEL & DESIGN	2,401,432
U.S.	POSTER PERFECT	2,489,826
U.S.	CANDLE MAGIC	1,955,385
Australia	CANDLE MAGIC	792198
European (CTM)	CANDLE MAGIC	1157882
Canada	ADORNAMENT	538,377
U.S.	THE ORIGINAL PAINT BY NUMBER	2,385,480
U.S.	SOAP SENSATIONS	2,445,223
U.S.	COLOR FACTORY	2,515,435
U.S.	COSMIC SPACE	2,515,434
U.S.	FRUITY FLAVORS LAB	2,512,791
U.S.	COOL CANDY	2,620,065
U.S.	SQUEEZERS	2,918,688
U.S.	TWISTERS	2,695,820
U.S.	VISIBLE MAN	2,749,839
U.S.	VISIBLE WOMAN	2,741,531
U.S.	VISIBLE HORSE	2,741,550
U.S.	BAKE 'N SHIMMER	2,925,800
U.S.	BEAD-TACULAR	2,824,129
U.S.	SNAP FIT	78/818,845
U.S.	ETCHED IN SLATE	78/375,143
U.S.	CANVAS KEEPSAKES	78/582,803
U.S.	WOOD KEEPSAKES	78/798,218
U.S.	PANORAMIC KEEPSAKES	78/798,220
U.S.	WINDOW SCENES	78/782,527

TRADEMARK