

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dimensions Acquisition LLC		08/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2114808	CHARTS & CHARMS
Registration Number:	2968985	CLEAR ON CLEAR
Registration Number:	3225905	CREATIVE ACCENTS
Registration Number:	2272959	CREATIVE ACCENTS
Registration Number:	3024789	CREATIVE ACCENTS
Registration Number:	2421474	DAYDREAMS
Registration Number:	1214121	DIMENSIONS
Registration Number:	3030072	EXCELLENCE BY DESIGN DIMENSIONS
Registration Number:	1909361	FASHIONART
Registration Number:	2027935	FELTWORKS
Registration Number:	1536491	FROM THE HEART
Registration Number:	2718783	GALERIE VERNISSAGE
Registration Number:	1165529	INKADINKADO
Registration Number:	1695412	LEARN-A-CRAFT

OP \$665.00 2114808

Registration Number:	2938873	LIFE'S LITTLE MEMORIES
Registration Number:	2907345	ME! ETC.
Registration Number:	1496866	NO COUNT
Registration Number:	2086904	PERLER
Registration Number:	3221392	PERLER BEADS
Registration Number:	1521059	STITCHABLES
Registration Number:	1176272	SUNSET
Registration Number:	1194015	SUNSET
Registration Number:	1174296	SUNSET
Registration Number:	1187817	SUNSET
Registration Number:	3068971	THINGAMAJIGS
Serial Number:	77076102	PERSONAL IMPRESSIONS

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	08/07/2007

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 1, 2007, by DIMENSIONS ACQUISITION LLC (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") 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 Credit 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. 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 Pledgor:

- (a) Trademarks of 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 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.

SECTION 5. 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.

[signature page follows]

IN WITNESS WHEREOF, 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 ACQUISITION LLC,
as Pledgor

By: _____



Name: Thomas Kasvin
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____

Name:
Title:

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 003596 FRAME: 0229

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

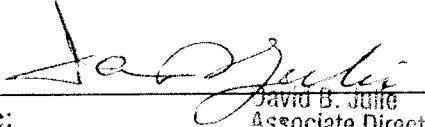
Very truly yours,

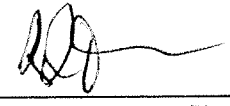
DIMENSIONS ACQUISITION LLC,
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: David B. Jaffe
Title: Associate Director
Banking Products
Services, US

By: 
Name: Richard L. Tavrow
Title: Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration Number	TRADEMARK
Dimensions Acquisition LLC	2,114,808	CHARTS & CHARMS
Dimensions Acquisition LLC	2,968,985	CLEAR ON CLEAR
Dimensions Acquisition LLC	3,225,905	CREATIVE ACCENTS
Dimensions Acquisition LLC	2,272,959	CREATIVE ACCENTS
Dimensions Acquisition LLC	3,024,789	CREATIVE ACCENTS ¹
Dimensions Acquisition LLC	2,421,474	DAYDREAMS
Dimensions Acquisition LLC	1,214,121	DIMENSIONS
Dimensions Acquisition LLC	3,030,072	EXCELLENCE BY DESIGN DIMENSIONS
Dimensions Acquisition LLC	1,909,361	FASHIONART
Dimensions Acquisition LLC	2,027,935	FELTWORKS
Dimensions Acquisition LLC	1,536,491	FROM THE HEART
Dimensions Acquisition LLC	2,718,783	GALERIE VERNISSAGE ²
Dimensions Acquisition LLC	1,165,529	INKADINKADO ³
Dimensions Acquisition LLC	1,695,412	LEARN-A-CRAFT

¹ This trademark registration is held in the name of Dimensions Acquisition LLP. A request to amend the owner's name was submitted to the United States Patent and Trademark Office on July 20, 2007.

² This trademark registration is held by Inkadinkado, Inc. Dimensions Acquisition LLC is in the process of updating title.

³ This trademark registration is held by Inkadinkado, Inc. Dimensions Acquisition LLC is in the process of updating title.

Owner	Registration Number	TRADEMARK
Dimensions Acquisition LLC	2,938,873	LIFE'S LITTLE MEMORIES
Dimensions Acquisition LLC	2,907,345	ME! ETC.
Dimensions Acquisition LLC	1,496,866	NO COUNT ⁴
Dimensions Acquisition LLC	2,086,904	PERLER
Dimensions Acquisition LLC	3,221,392	PERLER BEADS
Dimensions Acquisition LLC	1,521,059	STITCHABLES
Dimensions Acquisition LLC	1,176,272	SUNSET ⁵
Dimensions Acquisition LLC	1,194,015	SUNSET ⁵
Dimensions Acquisition LLC	1,174,296	SUNSET ⁵
Dimensions Acquisition LLC	1,187,817	SUNSET ⁵
Dimensions Acquisition LLC	3,068,971	THINGAMAJIGS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Dimensions Acquisition LLC	77/076,102	PERSONAL IMPRESSIONS

⁴ A cancellation document for DNZ Limited Partnership has not been recorded against this trademark registration with the United States Patent and Trademark Office.

⁵ These four trademark registrations have the following security interests recorded against them:

- (a) New Needlecraft Corp. to Congress Financial Corporation, dated August 30, 1983.
- (b) New Needlecraft Corp. to Sunset Designs, Inc., dated August 30, 1983.
- (c) Sunset Designs, Inc. to Congress Financial Corporation, dated August 1, 1985.