

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dimensions Crafts LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2968985	CLEAR ON CLEAR
Registration Number:	3225905	CREATIVE ACCENTS
Registration Number:	3024789	CREATIVE ACCENTS
Registration Number:	2421474	DAYDREAMS
Registration Number:	1214121	DIMENSIONS
Registration Number:	1909361	FASHIONART
Registration Number:	2027935	FELTWORKS
Registration Number:	4057502	FELTWORKS FUN
Registration Number:	3709728	FUNFUSION
Registration Number:	4127959	HANDMADE EMBROIDERY KIT
Registration Number:	1165529	INKADINKADO
Registration Number:	1695412	LEARN-A-CRAFT
Registration Number:	3651936	LI'L TOTS
Registration Number:	4066325	PENCIL WORKS

CH \$1090.00 2968985

TRADEMARK

Registration Number:	2086904	PERLER
Registration Number:	4028323	PERLER BEADS
Registration Number:	3221392	PERLER BEADS
Registration Number:	3973805	PERLER BEADS BIGGIE BEADS
Registration Number:	3779863	PERSONAL IMPRESSIONS
Registration Number:	1187817	SUNSET
Registration Number:	1174296	SUNSET
Registration Number:	1194015	SUNSET
Registration Number:	1176272	SUNSET
Registration Number:	4127957	THE GOLD COLLECTION
Registration Number:	4127958	THE GOLD COLLECTION PETITES
Registration Number:	3068971	THINGAMAJIGS
Serial Number:	85260114	BEAD HINGE MOTIONATORS MAKE YOUR PROJECTS MOVE
Serial Number:	85574165	BEAD 'N CARRY
Serial Number:	85514032	DIMENSIONS
Serial Number:	85262975	DOUBLE MOTIONATORS
Serial Number:	85693235	I-PEGBOARD
Serial Number:	85269563	MOTIONATOR
Serial Number:	85262983	MOTIONATOR STAND
Serial Number:	85263000	MOTIONATOR TOOL
Serial Number:	85262988	PEG MOTIONATORS
Serial Number:	85357728	PERLER
Serial Number:	85416773	PERLER BIGGIE BEADS
Serial Number:	85391772	PERLER SNAPSHOTS
Serial Number:	85262979	PIVOT MOTIONATORS
Serial Number:	85262991	QUAD MOTIONATORS
Serial Number:	85262966	SINGLE MOTIONATORS
Serial Number:	85262984	SMALL POST MOTIONATORS
Serial Number:	85553288	STAMPINGGEAR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: dgaier@paulweiss.com, emendes@paulweiss.com

Correspondent Name: Danielle L. Gaier

TRADEMARK
REEL: 004863 FRAME: 0544

Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19338-005

NAME OF SUBMITTER: Danielle L. Gaier

Signature: /Danielle L. Gaier/

Date: 09/19/2012

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 30, 2012, by Dimensions Crafts LLC (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a 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 dated as of August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with any successors in such capacity, 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 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. 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, 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.

[signature page follows]

IN WITNESS WHEREOF, each 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 CRAFTS LLC

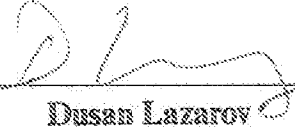
By: Mary Chenfeld
Name: Mary C. Merfeld

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004863 FRAME: 0548

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Courtney E. Meehan
Title: Vice President

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App No	Appl Date	Reg No	Reg Date
Bead Hinge Motionators Make your Projects Move	85260114	07-Mar-11		
Bead 'n Carry	85574165	20-Mar-12		
Clear on Clear	78435459	15-JUN-2004	2968985	12-JUL-2005
Creative Accents	78/677688	25-Jul-05	3225905	03-Apr-07
Creative Accents	78450613	14-JUL-2004	3024789	06-DEC-2005
Daydreams	75/929889	28-Feb-00	2421474	16-Jan-01
Dimensions	73/333053	19-Oct-81	1214121	26-Oct-82
Dimensions	85514032	11-Jan-12		
Double Motionators	85262975	10-Mar-11		
Fashionart	74/432990	07-Sep-93	1909361	01-Aug-95
Feltworks	74/711221	04-Aug-95	2027935	31-Dec-96
Feltworks Fun	85161551	26-Oct-10	4057502	15-Nov-11
Funfusion	77/492607	06-Jun-08	3709728	10-Nov-09
Handmade Embroidery Kit & design	85278263	28-Mar-11	4127959	17-Apr-12
Inkadinkado	73/245055	03-Jan-80	1165529	18-Aug-81
i-pegboard	85693235	02-Aug-12		
Learn-A-Craft	74/143815	04-Mar-91	1695412	16-Jun-92
LIL' TOTS Stylized	77/299450	09-Oct-07	3651936	07-Jul-09
Motionator	85269563	17-Mar-11		
Motionator Stand	85262983	10-Mar-11		
Motionator Tool	85263000	10-Mar-11		
Peg Motionators	85262988	10-Mar-11		
Pencilworks design	85268103	16-Mar-11	4066325	06-Dec-11
Perler	75/013434	23-Oct-95	2086904	12-Aug-97
Perler	85357728	28-Jun-11		
Perler Beads	85237485	09-Feb-11	4028323	20-Sep-11
Perler Beads and Design	78/585434	11-Mar-05	3221392	27-Mar-07
Perler Beads Biggie Beads	85148102	08-Oct-10	3973805	07-Jun-11

¹ Note to attorney: These schedules include the minimum information required to perfect in the PTO. A conformed version of perfection certificate would be adequate, provided it contains this information.

Trademark	App No	Appl Date	Reg No	Reg Date
Perler Biggie Beads	85416773	08-Sep-11		
Perler Snapshots	85391772	08-Aug-11		
Personal Impressions	77/076102	04-Jan-07	3779863	27-Apr-10
Pivot Motionators	85262979	10-Mar-11		
Quad Motionators	85262991	10-Mar-11		
Single Motionators	85262966	10-Mar-11		
Small Post Motionators	85262984	10-Mar-11		
StampingGear stylized	85553288	27-Feb-12		
Sunset	73278206	16-SEP-1980	1187817	26-JAN-1982
Sunset	73278207	16-SEP-1980	1174296	20-OCT-1981
Sunset	73278208	16-SEP-1980	1194015	20-APR-1982
Sunset	73278209	16-SEP-1980	1176272	03-NOV-1981
The Gold Collection & Design	85278248	28-Mar-11	4127957	17-Apr-12
The Gold Collection Petites & Design	85278254	28-Mar-11	4127958	17-Apr-12
Thingamajigs	78262187	13-JUN-2003	3068971	14-MAR-2006