

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the mistakenly omitted trademark previously recorded on Reel 004861 Frame 0483. Assignor(s) hereby confirms the ABL Trademark Security Agreement. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EK Success Ltd. | | 08/30/2012 | CORPORATION: NEW YORK |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3406833 | I DO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | dgaier@paulweiss.com, emendes@paulweiss.com | | |
| Correspondent Name: | Danielle L. Gaier | | |
| 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: | 11/12/2012 | | |

Total Attachments: 29

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 30, 2012, by EK Success Ltd. (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to an ABL 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 August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the Pledgor, and other Subsidiaries of Wilton Brands, LLC 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 ABL 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 such 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,

EK SUCCESS LTD.

By: _____
Name:

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | App No | Appl Date | Reg No | Reg Date |
|-----------------------|---------------|------------------|---------------|-----------------|
| 3D-Dots | 76/457145 | 09-Oct-02 | 2832876 | 13-Apr-04 |
| A Touch of Jolee's | 78581843 | 07-Mar-05 | 3178256 | 28-Nov-06 |
| ABC Tracers | 75650555 | 25-FEB-1999 | 2559341 | 09-APR-2002 |
| All that bling | 77716165 | 17-Apr-09 | 3829233 | 03-Aug-10 |
| All that bling | 77716221 | 17-APR-2009 | | |
| Art Blanche | 78/951880 | 14-Aug-06 | 3433339 | 20-May-08 |
| Art Worx | 74/407602 | 28-Jun-93 | 1856731 | 04-Oct-94 |
| Because You Care | 78/712227 | 13-Sep-05 | 3432829 | 20-May-08 |
| Chalklets | 76/461282 | 24-Oct-02 | 2803454 | 06-Jan-04 |
| Circle Scissor | 75/801198 | 16-Sep-99 | 2670494 | 31-Dec-02 |
| Circle Scissor Pro | 85662569 | 27-Jun-12 | | |
| Color Bee | 76/547187 | 26-Sep-03 | 2972221 | 19-Jul-05 |
| CornerAdorner | 76/461279 | 24-Oct-02 | 2828446 | 30-Mar-04 |
| Curvy Cutter | 78/773915 | 15-Dec-05 | 3389960 | 26-Feb-08 |
| Cutter Bee | 76/353562 | 28-Dec-01 | 2744322 | 29-Jul-03 |
| Cutterfly | 78/769817 | 08-Dec-05 | 3341503 | 20-Nov-07 |
| Cutterpede | 76/419657 | 12-Jun-02 | 2900277 | 02-Nov-04 |
| Dotto | 76/547188 | 26-Sep-03 | 3009192 | 25-Oct-05 |
| Dream.Make.Celebrate. | 77/616539 | 18-Nov-08 | 4115248 | 20-Mar-12 |
| Easy Image | 78/725428 | 03-Oct-05 | 3280758 | 14-Aug-07 |
| Easy Image | 85644573 | 06-Jun-12 | | |
| EK Success | 77/295113 | 03-Oct-07 | 3529988 | 11-Nov-08 |
| EK Success | 77/295109 | 03-Oct-07 | 3507468 | 30-Sep-08 |
| EK Success | 77/295105 | 03-Oct-07 | 3501054 | 16-Sep-08 |
| EK Success | 78/714729 | 16-Sep-05 | 3396017 | 11-Mar-08 |
| EK Tools | 85213773 | 10-Jan-11 | | |
| EK Tools | 85213765 | 10-Jan-11 | | |
| EK Tools design | 85697171 | 07-Aug-12 | | |
| EKSuccess Brands | 77/607483 | 05-Nov-08 | 3934862 | 22-Mar-11 |
| EKSuccess Brands | 85414065 | 02-Sep-11 | | |
| Embossives | 76/587163 | 16-Apr-04 | 3002444 | 27-Sep-05 |

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 |
|--|-----------------------------|----------------------|--------------------|---------------------|
| Fabric Bee | 76587741 | 21-Apr-04 | 3060760 | 21-Feb-06 |
| Fastenator | 76572750 | 29-Jan-04 | 3007695 | 18-Oct-05 |
| Honey Bee | 76/515961 | 21-May-03 | 2971905 | 19-Jul-05 |
| I Do | 7874124278714862 | 26-OCT-2005 | 3604400 | 07-APR-2009 |
| I Do | 78714862 | 16-Sep-05 | 3406833 | 1-Apr-08 |
| InkaDinkaClings Rubber Stamps that Cling | 85164397 | 29-Oct-10 | 4017179 | 23-Aug-11 |
| Inkworx | 73809538 | 28-Jun-89 | 1638324 | 19-Mar-91 |
| Inscriblio | 76/558677 | 07-Nov-03 | 2967940 | 12-Jul-05 |
| Inspirables | 76519333 | 4-Jun-03 | 3013605 | 08-NOV-2005 |
| Jolee's | 77/402750 | 21-Feb-08 | 3680732 | 08-Sep-09 |
| Jolee's | 77908928 | 11-Jan-10 | 4006935 | 02-Aug-11 |
| Jolee's | 77908950 | 11-Jan-10 | 3874846 | 09-Nov-10 |
| Jolee's | 76/452649 | 20-Sep-02 | 2977071 | 26-Jul-05 |
| Jolee's Boutique | 76/297063 | 08-Aug-01 | 2583791 | 18-Jun-02 |
| Jolee's Boutique | 85644531 | 06-Jun-12 | | |
| Jolee's Boutique | 85370545 | 13-Jul-11 | | |
| Jolee's by You | 76/454154 | 01-Oct-02 | 2897772 | 26-Oct-04 |
| Jolee's Jewels | 77663101 | 04-Feb-09 | 4164862 | 26-Jun-12 |
| Jolee's Jewels | 77663160 | 04-Feb-09 | 3845982 | 07-Sep-10 |
| Jolee's Jewels | 77663090 | 04-Feb-09 | 3819289 | 13-Jul-10 |
| Jolee's Jewels | 77663082 | 04-Feb-09 | 3822740 | 20-Jul-10 |
| Jolie Jewels | 78141959 | 08-Jul-02 | 2758913 | 02-Sep-03 |
| Keep America Crafting | 85407368 | 25-Aug-11 | | |
| Laliberi | 85201909 | 20-Dec-10 | | |
| Let-Me-Tell-You | 78347024 | 31-DEC-2003 | 3036620 | 27-DEC-2005 |
| Maple Lane | 78/721705 | 27-Sep-05 | 3450955 | 17-Jun-08 |
| Maple Lane | 78/721723 | 27-Sep-05 | 3450956 | 17-Jun-08 |
| Maple Lane | 78/721631 | 27-Sep-05 | 3341359 | 20-Nov-07 |
| Maple Lane | 78/721655 | 27-Sep-05 | 3283740 | 21-Aug-07 |
| Maple Lane Press | 74/728316 | 11-Sep-95 | 2101969 | 30-Sep-97 |
| Nostalgiques | 76/438856 | 07-Aug-02 | 2897747 | 26-Oct-04 |
| Paper Shapers | 75/766116 | 02-Aug-99 | 2397552 | 24-Oct-00 |
| Pep Rally | 78/599167 | 31-Mar-05 | 3178353 | 28-Nov-06 |
| Phrase Café | 76/458222 | 15-Oct-02 | 2805648 | 13-Jan-04 |
| Precious Finds | 77/474257 | 14-May-08 | 3811439 | 29-Jun-10 |
| Print Your Own design | 77/924901 | 01-Feb-10 | 3952010 | 26-Apr-11 |
| Queen Bee | 76/573422 | 29-Jan-04 | 3029864 | 13-Dec-05 |

| Trademark | App No | Appl Date | Reg No | Reg Date |
|-------------------------------------|-----------|-------------|---------|-------------|
| Ready to Make | 76126329 | 12-Sep-00 | 2541742 | 19-FEB-2002 |
| Really Big Stickers | 76254486 | 09-MAY-2001 | 2596343 | 16-JUL-2002 |
| Scrapbook Design University | 76/326270 | 16-Oct-01 | 2733542 | 01-Jul-03 |
| SDU | 76401340 | 29-APR-2002 | 2780480 | 04-NOV-2003 |
| Selectives | 76/610162 | 03-Sep-04 | 3159504 | 17-Oct-06 |
| Spotted Canary | 77/606880 | 04-Nov-08 | 3732522 | 29-Dec-09 |
| Spotted Canary | 85101082 | 05-Aug-10 | | |
| Spotted Canary Bird Design (no hat) | 85196188 | 13-Dec-10 | 4084991 | 10-Jan-12 |
| Spotted Canary School | 85194960 | 10-Dec-10 | 4064659 | 29-Nov-11 |
| Stamp-A-Ma-Jig | 76/215290 | 23-Feb-01 | 2626395 | 24-Sep-02 |
| Sticko | 76/000738 | 15-Mar-00 | 2431607 | 27-Feb-01 |
| Sticko Functionality | 85705224 | 16-Aug-12 | | |
| Sticko Style | 76594083 | 26-May-04 | 3018363 | 22-Nov-05 |
| Stickopotamus | 76/000134 | 15-Mar-00 | 2410902 | 05-Dec-00 |
| The Write Stickers | 76587157 | 16-APR-2004 | 3042298 | 10-JAN-2006 |
| Theory Technique Foundation Success | 76582332 | 22-MAR-2004 | 3093648 | 16-MAY-2006 |
| Title Waves | 78/647253 | 09-Jun-05 | 3190143 | 26-Dec-06 |
| True Faith | 76610009 | 03-SEP-2004 | 3104493 | 13-JUN-2006 |
| Tweezer Bee | 76/454690 | 02-Oct-02 | 2846007 | 25-May-04 |
| Vellum Writer | 76/572723 | 29-Jan-04 | 2993433 | 06-Sep-05 |
| Whale of a Punch | 76/309396 | 04-Sep-01 | 2698598 | 18-Mar-03 |

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
|----------------------------|--------------------------------------|--------------------|-----------------------|
| NATURE OF CONVEYANCE: | ABL Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EK Success Ltd. | | 08/30/2012 | CORPORATION: NEW YORK |
| 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: 88 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2832876 | 3D-DOTS | |
| Registration Number: | 3178256 | A TOUCH OF JOLEE'S | |
| Registration Number: | 2559341 | ABC TRACERS | |
| Registration Number: | 3829233 | ALL THAT BLING | |
| Registration Number: | 3433339 | ART BLANCHE | |
| Registration Number: | 1856731 | ART WORX | |
| Registration Number: | 3432829 | BECAUSE YOU CARE | |
| Registration Number: | 2803454 | CHALKLETS | |
| Registration Number: | 2670494 | CIRCLE SCISSOR | |
| Registration Number: | 2972221 | COLOR BEE | |
| Registration Number: | 2828446 | CORNERADORNER | |
| Registration Number: | 3389960 | CURVY CUTTER | |
| Registration Number: | 2744322 | CUTTER BEE | |
| Registration Number: | 3341503 | CUTTERFLY | |

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TRADEMARK ASSIGNMENT

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| RECEIVING PARTY DATA | | | |
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| Registration Number: | 3829233 | ALL THAT BLING | |
| Registration Number: | 3433339 | ART BLANCHE | |
| Registration Number: | 1856731 | ART WORX | |
| Registration Number: | 3432829 | BECAUSE YOU CARE | |
| Registration Number: | 2803454 | CHALKLETS | |
| Registration Number: | 2670494 | CIRCLE SCISSOR | |

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| Registration Number: | 2972221 | COLOR BEE |
| Registration Number: | 2828446 | CORNERADORNER |
| Registration Number: | 3389960 | CURVY CUTTER |
| Registration Number: | 2744322 | CUTTER BEE |
| Registration Number: | 3341503 | CUTTERFLY |
| Registration Number: | 2900277 | CUTTERPEDE |
| Registration Number: | 3009192 | DOTTO |
| Registration Number: | 4115248 | DREAM. MAKE. CELEBRATE. |
| Registration Number: | 3280758 | EASY IMAGE |
| Registration Number: | 3529988 | EK SUCCESS |
| Registration Number: | 3507468 | EK SUCCESS |
| Registration Number: | 3501054 | EK SUCCESS |
| Registration Number: | 3396017 | EK SUCCESS |
| Registration Number: | 3934862 | EKSUCCESS BRANDS |
| Registration Number: | 3002444 | EMBOSSIVES |
| Registration Number: | 3060760 | FABRIC BEE |
| Registration Number: | 3007695 | FASTENATER |
| Registration Number: | 2971905 | HONEY BEE |
| Registration Number: | 3604400 | I DO |
| Registration Number: | 4017179 | INKADINKACLINGS RUBBER STAMPS THAT CLING |
| Registration Number: | 1638324 | INKWORX |
| Registration Number: | 2967940 | INSCRIBLIO |
| Registration Number: | 3013605 | INSPIRABLES |
| Registration Number: | 3680732 | JOLEE'S |
| Registration Number: | 4006935 | JOLEE'S |
| Registration Number: | 3874846 | JOLEE'S |
| Registration Number: | 2977071 | JOLEE'S |
| Registration Number: | 2583791 | JOLEE'S BOUTIQUE |
| Registration Number: | 2897772 | JOLEE'S BY YOU |
| Registration Number: | 4164862 | JOLEE'S JEWELS |
| Registration Number: | 3845982 | JOLEE'S JEWELS |

| | | |
|----------------------|---------|-------------------------------------|
| | 3819289 | JOLEE'S JEWELS |
| Registration Number: | 3822740 | JOLEE'S JEWELS |
| Registration Number: | 2758913 | JOLIE JEWELS |
| Registration Number: | 3036620 | LET-ME-TELL-YOU |
| Registration Number: | 3450955 | MAPLE LANE |
| Registration Number: | 3450956 | MAPLE LANE |
| Registration Number: | 3341359 | MAPLE LANE |
| Registration Number: | 3283740 | MAPLE LANE |
| Registration Number: | 2101969 | MAPLE LANE PRESS |
| Registration Number: | 2897747 | NOSTALGIQUES |
| Registration Number: | 2397552 | PAPER SHAPERS |
| Registration Number: | 3178353 | PEP RALLY |
| Registration Number: | 2805648 | PHRASE CAFE |
| Registration Number: | 3811439 | PRECIOUS FINDS |
| Registration Number: | 3952010 | PRINT YOUR OWN |
| Registration Number: | 3029864 | QUEEN BEE |
| Registration Number: | 2541742 | READY TO MAKE |
| Registration Number: | 2596343 | REALLY BIG STICKERS |
| Registration Number: | 2733542 | SCRAPBOOK DESIGN UNIVERSITY |
| Registration Number: | 2780480 | SDU |
| Registration Number: | 3159504 | SELECTIVES |
| Registration Number: | 3732522 | SPOTTED CANARY |
| Registration Number: | 4084991 | |
| Registration Number: | 4064659 | SPOTTED CANARY SCHOOL |
| Registration Number: | 2626395 | STAMP-A-MA-JIG |
| Registration Number: | 2431607 | STICKO |
| Registration Number: | 3018363 | STICKO STYLE |
| Registration Number: | 2410902 | STICKOPOTAMUS |
| Registration Number: | 3042298 | THE WRITE STICKERS |
| Registration Number: | 3093648 | THEORY TECHNIQUE FOUNDATION SUCCESS |
| Registration Number: | 3190143 | TITLE WAVES |
| | | |

| | | |
|----------------------|----------|-----------------------|
| | 3104493 | TRUE FAITH |
| Registration Number: | 2846007 | TWEEZER BEE |
| Registration Number: | 2993433 | VELLUM WRITER |
| Registration Number: | 2698598 | WHALE OF A PUNCH |
| Serial Number: | 77716221 | ALL THAT BLING |
| Serial Number: | 85662569 | CIRCLE SCISSOR PRO |
| Serial Number: | 85644573 | EASY IMAGE |
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| Serial Number: | 85213765 | EK TOOLS |
| Serial Number: | 85697171 | EK TOOLS |
| Serial Number: | 85414065 | EKSUCCESS BRANDS |
| Serial Number: | 85644531 | JOLEE'S BOUTIQUE |
| Serial Number: | 85370545 | JOLEE'S BOUTIQUE |
| Serial Number: | 85407368 | KEEP AMERICA CRAFTING |
| Serial Number: | 85201909 | LALIBERI |
| Serial Number: | 85101082 | SPOTTED CANARY |
| Serial Number: | 85705224 | STICKO FUNCTIONALITY |

CORRESPONDENCE DATA

Fax Number:

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

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

Correspondent Name: Danielle L. Gaier

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: 7

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RECEIPT INFORMATION

ETAS ID: TM246243
Receipt Date: 09/19/2012
Fee Amount: \$2215



Trademark Security Agreement

Trademark Security Agreement, dated as of August 30, 2012, by EK Success Ltd. (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

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NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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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,

E K SUCCESS LTD.

By: Mary C. Merfeld
Name: Mary C. Merfeld

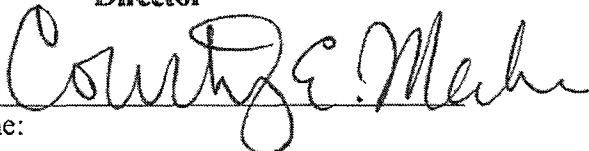
[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004898 FRAME: 0459

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

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

[Signature Page to ABL Trademark Security Agreement with E K Success Ltd.]

TRADEMARK
REEL: 004898 FRAME: 0460

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | App No | Appl Date | Reg No | Reg Date |
|-----------------------|-----------|-------------|---------|-------------|
| 3D-Dots | 76/457145 | 09-Oct-02 | 2832876 | 13-Apr-04 |
| A Touch of Jolee's | 78581843 | 07-Mar-05 | 3178256 | 28-Nov-06 |
| ABC Tracers | 75650555 | 25-FEB-1999 | 2559341 | 09-APR-2002 |
| All that bling | 77716165 | 17-Apr-09 | 3829233 | 03-Aug-10 |
| All that bling | 77716221 | 17-APR-2009 | | |
| Art Blanche | 78/951880 | 14-Aug-06 | 3433339 | 20-May-08 |
| Art Worx | 74/407602 | 28-Jun-93 | 1856731 | 04-Oct-94 |
| Because You Care | 78/712227 | 13-Sep-05 | 3432829 | 20-May-08 |
| Chalklets | 76/461282 | 24-Oct-02 | 2803454 | 06-Jan-04 |
| Circle Scissor | 75/801198 | 16-Sep-99 | 2670494 | 31-Dec-02 |
| Circle Scissor Pro | 85662569 | 27-Jun-12 | | |
| Color Bee | 76/547187 | 26-Sep-03 | 2972221 | 19-Jul-05 |
| CornerAdorner | 76/461279 | 24-Oct-02 | 2828446 | 30-Mar-04 |
| Curvy Cutter | 78/773915 | 15-Dec-05 | 3389960 | 26-Feb-08 |
| Cutter Bee | 76/353562 | 28-Dec-01 | 2744322 | 29-Jul-03 |
| Cutterfly | 78/769817 | 08-Dec-05 | 3341503 | 20-Nov-07 |
| Cutterpede | 76/419657 | 12-Jun-02 | 2900277 | 02-Nov-04 |
| Dotto | 76/547188 | 26-Sep-03 | 3009192 | 25-Oct-05 |
| Dream.Make.Celebrate. | 77/616539 | 18-Nov-08 | 4115248 | 20-Mar-12 |
| Easy Image | 78/725428 | 03-Oct-05 | 3280758 | 14-Aug-07 |
| Easy Image | 85644573 | 06-Jun-12 | | |
| EK Success | 77/295113 | 03-Oct-07 | 3529988 | 11-Nov-08 |
| EK Success | 77/295109 | 03-Oct-07 | 3507468 | 30-Sep-08 |
| EK Success | 77/295105 | 03-Oct-07 | 3501054 | 16-Sep-08 |
| EK Success | 78/714729 | 16-Sep-05 | 3396017 | 11-Mar-08 |
| EK Tools | 85213773 | 10-Jan-11 | | |
| EK Tools | 85213765 | 10-Jan-11 | | |
| EK Tools design | 85697171 | 07-Aug-12 | | |
| EKSuccess Brands | 77/607483 | 05-Nov-08 | 3934862 | 22-Mar-11 |
| EKSuccess Brands | 85414065 | 02-Sep-11 | | |
| Embossives | 76/587163 | 16-Apr-04 | 3002444 | 27-Sep-05 |

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 |
|--|-----------|-------------|---------|-------------|
| Fabric Bee | 76587741 | 21-Apr-04 | 3060760 | 21-Feb-06 |
| Fastenator | 76572750 | 29-Jan-04 | 3007695 | 18-Oct-05 |
| Honey Bee | 76/515961 | 21-May-03 | 2971905 | 19-Jul-05 |
| I Do | 78714862 | 26-OCT-2005 | 3604400 | 07-APR-2009 |
| InkaDinkaClings Rubber Stamps that Cling | 85164397 | 29-Oct-10 | 4017179 | 23-Aug-11 |
| Inkworx | 73809538 | 28-Jun-89 | 1638324 | 19-Mar-91 |
| Inscriblio | 76/558677 | 07-Nov-03 | 2967940 | 12-Jul-05 |
| Inspirables | 76519333 | 4-Jun-03 | 3013605 | 08-NOV-2005 |
| Jolee's | 77/402750 | 21-Feb-08 | 3680732 | 08-Sep-09 |
| Jolee's | 77908928 | 11-Jan-10 | 4006935 | 02-Aug-11 |
| Jolee's | 77908950 | 11-Jan-10 | 3874846 | 09-Nov-10 |
| Jolee's | 76/452649 | 20-Sep-02 | 2977071 | 26-Jul-05 |
| Jolee's Boutique | 76/297063 | 08-Aug-01 | 2583791 | 18-Jun-02 |
| Jolee's Boutique | 85644531 | 06-Jun-12 | | |
| Jolee's Boutique | 85370545 | 13-Jul-11 | | |
| Jolee's by You | 76/454154 | 01-Oct-02 | 2897772 | 26-Oct-04 |
| Jolee's Jewels | 77663101 | 04-Feb-09 | 4164862 | 26-Jun-12 |
| Jolee's Jewels | 77663160 | 04-Feb-09 | 3845982 | 07-Sep-10 |
| Jolee's Jewels | 77663090 | 04-Feb-09 | 3819289 | 13-Jul-10 |
| Jolee's Jewels | 77663082 | 04-Feb-09 | 3822740 | 20-Jul-10 |
| Jolie Jewels | 78141959 | 08-Jul-02 | 2758913 | 02-Sep-03 |
| Keep America Crafting | 85407368 | 25-Aug-11 | | |
| Laliberi | 85201909 | 20-Dec-10 | | |
| Let-Me-Tell-You | 78347024 | 31-DEC-2003 | 3036620 | 27-DEC-2005 |
| Maple Lane | 78/721705 | 27-Sep-05 | 3450955 | 17-Jun-08 |
| Maple Lane | 78/721723 | 27-Sep-05 | 3450956 | 17-Jun-08 |
| Maple Lane | 78/721631 | 27-Sep-05 | 3341359 | 20-Nov-07 |
| Maple Lane | 78/721655 | 27-Sep-05 | 3283740 | 21-Aug-07 |
| Maple Lane Press | 74/728316 | 11-Sep-95 | 2101969 | 30-Sep-97 |
| Nostalgiques | 76/438856 | 07-Aug-02 | 2897747 | 26-Oct-04 |
| Paper Shapers | 75/766116 | 02-Aug-99 | 2397552 | 24-Oct-00 |
| Pep Rally | 78/599167 | 31-Mar-05 | 3178353 | 28-Nov-06 |
| Phrase Café | 76/458222 | 15-Oct-02 | 2805648 | 13-Jan-04 |
| Precious Finds | 77/474257 | 14-May-08 | 3811439 | 29-Jun-10 |
| Print Your Own design | 77/924901 | 01-Feb-10 | 3952010 | 26-Apr-11 |
| Queen Bee | 76/573422 | 29-Jan-04 | 3029864 | 13-Dec-05 |
| Ready to Make | 76126329 | 12-Sep-00 | 2541742 | 19-FEB-2002 |

| Trademark | App No | Appl Date | Reg No | Reg Date |
|-------------------------------------|-----------|-------------|---------|-------------|
| Really Big Stickers | 76254486 | 09-MAY-2001 | 2596343 | 16-JUL-2002 |
| Scrapbook Design University | 76/326270 | 16-Oct-01 | 2733542 | 01-Jul-03 |
| SDU | 76401340 | 29-APR-2002 | 2780480 | 04-NOV-2003 |
| Selectives | 76/610162 | 03-Sep-04 | 3159504 | 17-Oct-06 |
| Spotted Canary | 77/606880 | 04-Nov-08 | 3732522 | 29-Dec-09 |
| Spotted Canary | 85101082 | 05-Aug-10 | | |
| Spotted Canary Bird Design (no hat) | 85196188 | 13-Dec-10 | 4084991 | 10-Jan-12 |
| Spotted Canary School | 85194960 | 10-Dec-10 | 4064659 | 29-Nov-11 |
| Stamp-A-Ma-Jig | 76/215290 | 23-Feb-01 | 2626395 | 24-Sep-02 |
| Sticko | 76/000738 | 15-Mar-00 | 2431607 | 27-Feb-01 |
| Sticko Functionality | 85705224 | 16-Aug-12 | | |
| Sticko Style | 76594083 | 26-May-04 | 3018363 | 22-Nov-05 |
| Stickopotamus | 76/000134 | 15-Mar-00 | 2410902 | 05-Dec-00 |
| The Write Stickers | 76587157 | 16-APR-2004 | 3042298 | 10-JAN-2006 |
| Theory Technique Foundation Success | 76582332 | 22-MAR-2004 | 3093648 | 16-MAY-2006 |
| Title Waves | 78/647253 | 09-Jun-05 | 3190143 | 26-Dec-06 |
| True Faith | 76610009 | 03-SEP-2004 | 3104493 | 13-JUN-2006 |
| Tweezer Bee | 76/454690 | 02-Oct-02 | 2846007 | 25-May-04 |
| Vellum Writer | 76/572723 | 29-Jan-04 | 2993433 | 06-Sep-05 |
| Whale of a Punch | 76/309396 | 04-Sep-01 | 2698598 | 18-Mar-03 |