

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
	Dick Blick Holdings, Inc.		04/01/2013	CORPORATION: DELAWARE
	Utrecht Manufacturing Corporation		04/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent			
Street Address:	10 S. Dearborn St., 22nd Floor, IL-1458			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60603			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 9				
	Property Type	Number	Word Mark	
	Registration Number:	4252561	UTRECHT	
	Registration Number:	3088657	MASTER'S SERIES	
	Registration Number:	2661782	PRIMARY ARTIST	
	Registration Number:	2874879	STUDIO SERIES	
	Registration Number:	3333834	THE TRUSTED RESOURCE	
	Serial Number:	85782982	RENAISSANCE	
	Registration Number:	2466111		
	Registration Number:	2330580	SUPREME PROFESSIONAL QUALITY UTRECHT	
	Registration Number:	2337034	UTRECHT	
CORRESPONDENCE DATA				
Fax Number:	3123322196			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	3128637267			

OP \$240.00 4252561

Email: jaclyn.pallagi@goldbergkohn.com
Correspondent Name: Jaclyn Pallagi
Address Line 1: c/o Goldberg Kohn Ltd., 55 E Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.230
NAME OF SUBMITTER:	Jaclyn Pallagi
Signature:	/jaclyn pallagi/
Date:	04/09/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of April 1, 2013 by Dick Blick Holdings, Inc., a Delaware corporation, and Utrecht Manufacturing Corporation, a Delaware corporation (each a "Grantor" and, together, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, certain Affiliates of the Grantors, the other Loan Parties party thereto, Administrative Agent, as a Lender and as administrative agent for the Lenders, and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and

payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

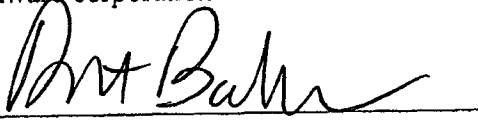
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

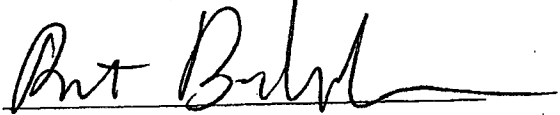
DICK BLICK HOLDINGS, INC., a
Delaware corporation

By: 

Name: Robert Buchsbaum

Title: President, Chief Executive Officer and
Treasurer

UTRECHT MANUFACTURING
CORPORATION, a Delaware corporation

By: 

Name: Robert Buchsbaum



Title: Senior Vice President





AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Sean Little
Title: Authorized Officer

SCHEDULE A
TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
ART GUILD & design 	74/503,043	Registered	1,917,283	9/05/95	Dick Blick Holdings, Inc.
BLICK	78/975,035	Registered	2,726,039	6/10/03	Dick Blick Holdings, Inc.
ARTISTS PICK BLICK	78/771,603	Registered	3,295,373	9/18/07	Dick Blick Holdings, Inc.
BLICK STUDIO	78/043,796	Registered	2,558,928	4/9/02	Dick Blick Holdings, Inc.
ARTROOM AID	77/845,291	Registered	3,901,695	1/04/11	Dick Blick Holdings, Inc.
MASTERSTROKE	76/040,903	Registered	2,616,498	9/10/02	Dick Blick Holdings, Inc.
THE ART STORE & design 	76/471,574	Registered	2,837,933	5/04/04	Dick Blick Holdings, Inc.
THE ART STORE (stylized) THE ART STORE	76/471,139	Registered	3,218,379	3/13/07	Dick Blick Holdings, Inc.
DICK BLICK ART MATERIALS	75/268,243	Registered	2,129,168	1/13/98	Dick Blick Holdings, Inc.
	75/268,242	Registered	2,129,167	1/13/98	Dick Blick Holdings, Inc.
AS THE ART STORE & design 	73/353,891	Registered	1,225,587	1/25/83	Dick Blick Holdings, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
UTRECHT & design 	85/430,395	Registered	4,252,561	12/4/12	Utrecht Manufacturing Corporation
MASTER'S SERIES	78/460,268	Registered	3,088,657	05/02/06	Utrecht Manufacturing Corp.
PRIMARY ARTIST & design 	76/204,307	Registered	2,661,782	12/17/02	Utrecht Manufacturing Corp.
STUDIO SERIES	78/289,207	Registered	2,874,879	08/17/04	Utrecht Manufacturing Corp.
THE TRUSTED RESOURCE	77/096,861	Registered	3,333,834	11/13/07	Utrecht Manufacturing Corp.
RENAISSANCE	85/782,982	Pending			Utrecht Manufacturing Corp.
	75/546,067	Registered	2,466,111	7/3/01	Utrecht Manufacturing Corporation
SUPREME PROFESSIONAL QUALITY UTRECHT & design 	75/324,049	Registered	2,330,580	3/21/00	Utrecht Manufacturing Corporation
UTRECHT	75/307,350	Registered	2,337,034	4/4/00	Utrecht Manufacturing Corporation