

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
Blick Art Materials, LLC		12/28/2013	LIMITED LIABILITY COMPANY: 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 banking association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1917283	ART GUILD
Registration Number:	2726039	BLICK
Registration Number:	3295373	ARTISTS PICK BLICK
Registration Number:	2558928	BLICK STUDIO
Registration Number:	3901695	ARTROOM AID
Registration Number:	2616498	MASTERSTROKE
Registration Number:	2837933	THE ART STORE
Registration Number:	3218379	THE ART STORE
Registration Number:	2129168	DICK BLICK ART MATERIALS
Registration Number:	2129167	
Registration Number:	4252561	UTRECHT
Registration Number:	3088657	MASTER'S SERIES
Registration Number:	2874879	STUDIO SERIES
Registration Number:	2466111	

TRADEMARK

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Registration Number:	2330580	SUPREME PROFESSIONAL QUALITY UTRECHT
Registration Number:	2337034	UTRECHT

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.230
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	01/17/2014

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 dated as of January 10, 2014, effective as of December 28, 2013, by Blick Art Materials, LLC, a Delaware limited liability company, (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of April 1, 2013 by and among Grantor, certain Affiliates of the Grantor, 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 has been and 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 Grantor; and

WHEREAS, pursuant to the Credit Agreement, Grantor entered into that certain Pledge and Security Agreement dated as of April 1, 2013 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which 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, 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. 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 Grantor 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.

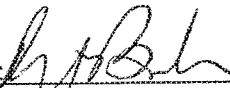
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached 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, Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

BLICK ART MATERIALS, LLC, a
Delaware limited liability company

By  _____

Name: Robert Buchsbaum

Title: President, Chief Executive Officer and
Treasurer



AGREED AND ACCEPTED:

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

By: Kelly O'Malley
Name: Kelly O'Malley
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	Blick Art Materials, LLC
BLICK	78/975,035	Registered	2,726,039	6/10/03	Blick Art Materials, LLC
ARTISTS PICK BLICK	78/771,603	Registered	3,295,373	9/18/07	Blick Art Materials, LLC
BLICK STUDIO	78/043,796	Registered	2,558,928	4/9/02	Blick Art Materials, LLC
ARTROOM AID	77/845,291	Registered	3,901,695	1/04/11	Blick Art Materials, LLC
MASTERSTROKE	76/040,903	Registered	2,616,498	9/10/02	Blick Art Materials, LLC
THE ART STORE & design 	76/471,574	Registered	2,837,933	5/04/04	Blick Art Materials, LLC
THE ART STORE (stylized) THE ART STORE	76/471,139	Registered	3,218,379	3/13/07	Blick Art Materials, LLC
DICK BLICK ART MATERIALS	75/268,243	Registered	2,129,168	1/13/98	Blick Art Materials, LLC
	75/268,242	Registered	2,129,167	1/13/98	Blick Art Materials, LLC
UTRECHT & design 	85/430,395	Registered	4,252,561	12/4/12	Blick Art Materials, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MASTER'S SERIES	78/460,268	Registered	3,088,657	05/02/06	Blick Art Materials, LLC
STUDIO SERIES	78/289,207	Registered	2,874,879	08/17/04	Blick Art Materials, LLC
	75/546,067	Registered	2,466,111	7/3/01	Blick Art Materials, LLC
SUPREME PROFESSIONAL QUALITY UTRECHT & design 	75/324,049	Registered	2,330,580	3/21/00	Blick Art Materials, LLC
UTRECHT	75/307,350	Registered	2,337,034	4/4/00	Blick Art Materials, LLC