

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Crafts, L.C.		06/17/2014	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	170 S. MAIN STREET
Internal Address:	6TH FLOOR
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85553982	AMERICAN CRAFTS
Serial Number:	86090446	PINK PAISLEE
Serial Number:	86090457	MEMORY PLANNER
Serial Number:	86090451	COLOR SHINE
Serial Number:	78808834	IMAGINISCE
Serial Number:	78808851	I IMAGINISCE.
Serial Number:	77209384	I
Serial Number:	85317325	BAZZILLBASICSPAPER
Serial Number:	85317398	B B P
Serial Number:	76583237	B B P BAZZILL BASICS PAPER
Serial Number:	76288672	SNIP ITS
Serial Number:	75024226	PEBBLES IN MY POCKET
Serial Number:	85165262	LIFESTYLE CRAFTS L
Serial Number:	85747126	WE R MEMORY KEEPERS
Serial Number:	85505793	WE R MEMORY KEEPERS
Serial Number:	76299510	QUICKUTZ
Serial Number:	86100994	WE R AT HOME
Serial Number:	86069795	WE R AT HOME

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86070868	WE R AT HOME
Serial Number:	85226034	HOOPLA
Serial Number:	85505758	THE CINCH
Serial Number:	85505851	CROP A DILE
Serial Number:	85223779	SEWEASY

CORRESPONDENCE DATA

Fax Number: 8015327543

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

Phone: 8015321500

Email: bowen@rqn.com

Correspondent Name: S. Brandon Owen

Address Line 1: 36 South State Street

Address Line 2: Suite 1400

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	26806.472
NAME OF SUBMITTER:	S. Brandon Owen
SIGNATURE:	/S. Brandon Owen/
DATE SIGNED:	08/14/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2014, is made by American Crafts, L.C., a Utah limited liability company ("*Grantor*"), in favor of U.S. Bank National Association, a national banking association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Borrower the Loans in the principal amount of the Commitments;

WHEREAS, Grantor is a party to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*");

- (a) all of each Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

****Signature Page Follows****

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

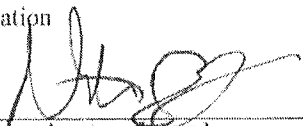
GRANTOR:

AMERICAN CRAFTS, L.C., a Utah limited liability company

By: 
Name: David Mitchell
Title: Authorized Manager

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Nate Guist
Title: VP

1287312

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
American Crafts	85553982	4288038	016
Pink Paislee	86090446		016
Memory Planner	86090457		016
Color Shine	86090451		016
Imaginisee	78808834	3332015	035
Imaginisee	78808851	3332016	035
Imaginisee	77209384	3483295	035
Bazzill Basic Paper	85317325	4244303	016 / 026
BBP	85317398	4228615	016 / 026
BBP/Bazzill Basics Paper	76583237	2956750	016
Snip Its	76288672		016
Pebbles In My Pocket	75024226	2008618	016 / 042
Lifestyle Crafts	85165262	3989140	007
We R	85747126	4464696	008 / 016
We R Memory Keepers	85505793	4190443	035
Quickutz	76299510	2867218	007 / 016
We R At Home	86100994	4571247	019
We R At Home	86069795	4190443	016
We R At Home	86070868	4190443	020
Hoopla	85226034	4376865	016 / 020
The Cinch	85505758	4251458	016
Crop a Dile	85505851	4190450	008 / 016
Seweasy	85223779	4012276	008