

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gibson Greetings, Inc.	04/04/2006
RECEIVING PARTY DATA	
Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5513745
Patent Number:	D370140
Patent Number:	D413637
Patent Number:	D422037
Patent Number:	D425150
Patent Number:	D427650
Patent Number:	D431614
CORRESPONDENCE DATA	
Fax Number:	(216)579-0212
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jrmix@jonesday.com
Correspondent Name:	Jones Day
Address Line 1:	901 Lakeside Ave.
Address Line 2:	c/o James R. Mix, Paralegal
Address Line 4:	Cleveland, OHIO 44114-1190

CH \$280.00 5513745

ATTORNEY DOCKET NUMBER:

497400-121043

NAME OF SUBMITTER:

James R. Mix

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of April 4, 2006 ("Agreement"), between GIBSON GREETINGS, INC., a Delaware corporation (together with its successors and assigns, the "Assignor"), and NATIONAL CITY BANK, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among American Greetings Corporation, an Ohio corporation (together with its successors and assigns, the "Borrower"), the Foreign Subsidiary Borrowers (as defined therein) party thereto, the lenders from time to time party thereto (the "Lenders"), National City Bank, as the Global Agent, Collateral Agent, joint lead arranger, joint bookrunner, Swing Line Lender and LC Issuer, UBS Securities LLC, as joint lead arranger, joint bookrunner and Syndication Agent, and KeyBank National Association, JPMorgan Chase Bank, N.A., and LaSalle Bank National Association, as Co-Documentation Agents.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);


(iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON GREETINGS, INC.

By: 
Name: Stephen Smith
Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON GREETINGS, INC.

By: _____
Name: Stephen Smith
Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral
Agent

By:  _____
Name: ROBERT S. COLEMAN
Title: SENIOR VICE PRESIDENT

Schedule A.
to Collateral Assignment of Patents

See attached.

Gibson Greetings, Inc. --

Name of File	Type	Patent/Serial No.	Filed, Published, Issued	R & A Docket No. AG Docket No.	Status
CHARACTER FIGURE	US - DESIGN	113,534 D431,614	5/27/99 4/25/00		ISSUED
CHARACTER FIGURE	US - DESIGN	29/085,152 D413,637	3/18/98 9/7/99		ISSUED
CHARACTER FIGURE	US - DESIGN	29/105,530 D425,150	5/27/99 5/16/00		ISSUED
CHARACTER FIGURE	US - DESIGN	29/105,208 D422,037	5/20/99 3/28/00		ISSUED
STUFFED TOY FIGURE	US - DESIGN	29/105,507 D427,650	5/27/99 7/4/00		ISSUED
CHARACTER FIGURE	US - DESIGN	29/113,534 D431,614	11/5/99 10/3/00		ISSUED
SHIPMENT & DISPLAY FIXTURE	US - UTILITY	08/329,196 5,513,745	10/26/94 5/7/96		ISSUED
GREETING CARD DISPLAY AND STORAGE FIXTURE	US - DESIGN	29/15,123 D370,140	11/5/93 5/28/96		ISSUED

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