

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
The Bank of New York Mellon	08/30/2012
RECEIVING PARTY DATA	
Name:	K & Company LLC
Street Address:	2240 West 75th Street
City:	Woodridge
State/Country:	ILLINOIS
Postal Code:	60517
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5918398
Patent Number:	6460279
Application Number:	10764977
Application Number:	11339963
Application Number:	11340237
CORRESPONDENCE DATA	
Fax Number:	2124920140
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</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
Total Attachments: 4 source=BNYM Wilmington_Wilton_Patent Release 024973_0362 (K Co) EXECUTED#page1.tif source=BNYM Wilmington_Wilton_Patent Release 024973_0362 (K Co) EXECUTED#page2.tif source=BNYM Wilmington_Wilton_Patent Release 024973_0362 (K Co) EXECUTED#page3.tif source=BNYM Wilmington_Wilton_Patent Release 024973_0362 (K Co) EXECUTED#page4.tif	

CH \$200.00 5918398

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENTS**

WHEREAS **K & Company LLC**, a Delaware limited liability company with an address at 2240 West 75th Street, Woodridge, IL 60517 (the "Grantor"), entered into that certain Amended and Restated First Lien Credit Agreement, dated August 1, 2007, as amended and restated as of November 19, 2007 (the "First Lien Credit Agreement") with UBS AG, Stamford Branch, as the original administrative and collateral agent thereunder ("Initial Agent").

WHEREAS in connection with the First Lien Credit Agreement, the Grantor, Wilton Industries, Inc., Dimensions Crafts LLC, EK Success Ltd., Wilton Brands Inc., Wilton Intercontinental LLC and Wilton Global Sourcing LLC and Initial Agent entered into that certain Security Agreement (First Lien), dated as of August 1, 2007, (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement").

WHEREAS, Grantor granted the Initial Agent, under the terms of the First Lien Security Agreement, a continuing security interest (the "Security Interest") in favor of the Initial Agent, in and to certain of Grantor's intellectual property, including, without limitation, the patents listed in **Schedule A** (collectively, the "Patents") and all proceeds and claims based on past, present, or future infringement.

WHEREAS pursuant to that certain First Amendment and Resignation and Appointment Agreement as of September 18, 2009, Wilmington Trust FSB ("First Successor Agent") replaced the Initial Agent as the administrative and collateral agent under the First Lien Credit Agreement and First Lien Security Agreement and therefore acquired all of Initial Agent's rights, title and interest in or to, the Grantor's intellectual property in order to hold collateral security for the full, prompt, and complete payment and performance of the secured obligations of the Grantor, as set forth in the First Lien Credit Agreement and First Lien Security Agreement.


WHEREAS, pursuant to that certain Third Amendment and Resignation and Appointment Agreement, dated as of September 1, 2010, notice of which was recorded on September 13, 2010 at the United States Patent and Trademark Office at Reel 024973, Frame 0362, **The Bank of New York Mellon**, a New York banking corporation, has replaced the First Successor Agent as the administrative and collateral agent under the First Lien Credit Agreement and First Lien Security Agreement (in such capacities, the "Second Successor Agent"), and therefore acquired all of the Initial Agent's and First Successor Agent's right, title and interest, in and to, the secured intellectual property in order to hold collateral security for the full, prompt, and complete payment and performance of the secured obligations of the Grantor, as set forth in the First Lien Credit Agreement and First Lien Security Agreement.

WHEREAS, the Second Successor Agent has agreed to terminate and release its security interest in all such Patents as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Second Successor Agent, for itself and on behalf of the lenders under the First Lien Credit Agreement, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Patents, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest and any other liens. The Second Successor Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest.

[Remainder of this page intentionally left blank; signature page follows]

The Bank of New York Mellon, as Administrative Agent
and Collateral Agent

By: _____

Name: Melinda Valentine
Title: Vice President

Date: August 30, 2012

(Release of Security Interest in Patents)

Schedule A

Patents

Patents listed at Reel 024973, Frame 0362:

Title	Patent No.	Issue Date	Application No.	Filing Date
CUSTOM DISPLAY SYSTEM	5918398	7/6/1999	8781343	1/21/1997
CUSTOM DISPLAY AND STORAGE SYSTEM	6460279	10/8/2002	9610115	6/30/2000
Customizable storage and display systems	NONE		10764977	1/26/2004
Solid post scrapbook adapter	NONE		11339963	1/25/2006
Page protector	NONE		11340237	1/25/2006