

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4416460

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DIMENSIONS CRAFTS LLC	05/15/2017
RECEIVING PARTY DATA		
Name:	HPS INVESTMENT PARTNERS, LLC	
Street Address:	40 WEST 57TH STREET	
Internal Address:	33RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 6		
	Property Type	Number
	Patent Number:	D542836
	Application Number:	14317045
	Application Number:	12781356
	Application Number:	13833483
	Application Number:	14377563
	Patent Number:	5934489
CORRESPONDENCE DATA		
Fax Number:	(212)822-5096	
<i>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.</i>		
Email:	nbrowand@milbank.com	
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY LLP	
Address Line 1:	28 LIBERTY STREET	
Address Line 2:	ATTN: NATHANIEL T. BROWAND	
Address Line 4:	NEW YORK, NEW YORK 10005	
ATTORNEY DOCKET NUMBER:	34408.03200	
NAME OF SUBMITTER:	NATHANIEL T. BROWAND	
SIGNATURE:	/Nathaniel T. Browand/	
DATE SIGNED:	05/16/2017	

Total Attachments: 5

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PATENT

REEL: 042395 FRAME: 0259

First Lien Term Loan Patent Security Agreement

First Lien Term Loan Patent Security Agreement, dated as of May 15, 2017 (this, “Patent Security Agreement”), by Dimensions Crafts LLC, (the “Pledgor”), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as collateral agent pursuant to the First Lien Term Loan Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Term Loan Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement,” capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of May 15, 2017, made by WILTON BRANDS LLC, a Delaware limited liability company, the other Pledgors party thereto and the Collateral Agent in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Term Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Patents of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Patents under this Patent Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

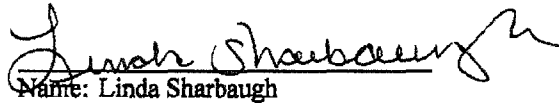
[signature pages follow]

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

Very truly yours,

DIMENSIONS CRAFTS LLC,
as Pledgor

By:

A handwritten signature in black ink, appearing to read "Linda Sharbaugh", written over a horizontal line.

Name: Linda Sharbaugh

Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to First Lien Patent Security Agreement (Dimensions Crafts LLC)]

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____

Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

[Signature Page to Patent Security Agreement (Dimensions Crafts LLC)]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

US Patent Applications and Registrations:

Owner	Title	Country	Status	Appl No	Appl Date	Type	Patent No	Issue Date
Dimensions Acquisitions LLC	Mounting Block for a Printing Element	US	Granted			Design	D542836	5/15/2007
Dimensions Craft LLC	Bead Dispenser	US	Pending	14/317,045	6/27/2014	Utility		
Dimensions Crafts LLC	Tweezer	US	Granted	12781356	5/17/2010	Utility		9/11/2012
Dimensions Crafts LLC	Beading Board Device For A Tablet Computer and Tablet Computer Program for Use With Same	US	Pending	13/833,483	3/15/2013	PCT		
Dimensions Crafts LLC	Bead Snipper	US	Pending	14377563	8/8/2014	National Phase of 0157		
Dimensions Crafts LLC	Display Rack	US	Granted	08974486	11/19/1997		5934489	08/10/1999