

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4900858

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMERICAN CRAFTS, L.C.	03/26/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION
<b>Street Address:</b>	505 NORTH 7TH STREET, 7TH FLOOR
<b>City:</b>	ST. LOUIS
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63101
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D679563
Patent Number:	D724662
Patent Number:	D728263
Patent Number:	D748928
Patent Number:	D707293
Application Number:	29477586
Patent Number:	D737899
Application Number:	29538206
Application Number:	13479061
Patent Number:	7571505
Patent Number:	8393266
Application Number:	14019248
Application Number:	14659475
Application Number:	13363500
Application Number:	62326160
Application Number:	62488761
Application Number:	15630825
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(602)382-6070

PATENT

***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:** 602-382-6000  
**Email:** sschahn@swlaw.com  
**Correspondent Name:** SNELL & WILMER L.L.P.  
**Address Line 1:** 400 E. VAN BUREN ST.  
**Address Line 4:** PHOENIX, ARIZONA 85004-2202

<b>ATTORNEY DOCKET NUMBER:</b>	42037.00189
<b>NAME OF SUBMITTER:</b>	ERIC NIELSEN
<b>SIGNATURE:</b>	/Eric Nielsen/
<b>DATE SIGNED:</b>	04/05/2018

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of March 16, 2018, is made by American Crafts, L.C., a Utah limited liability company ("Debtor"), in favor of U.S. Bank National Association, a national banking association ("Secured Party").

### RECITALS:

A. Debtor and Secured Party executed that certain Loan Agreement dated June 17, 2014 (as amended and as may be further amended from time to time, the "Loan Agreement").

B. Debtor executed that certain Security Agreement dated June 17, 2014, in favor of Secured Party (as amended by that certain Amended and Restated Security Agreement, dated June 9, 2016, and as may be further amended from time to time, the "Security Agreement") pursuant to which Debtor pledged and assigned to, and granted to Secured Party a security interest in the "Collateral," including certain intellectual property, described therein.

C. Debtor has agreed to cooperate and provide all additional information requested by Secured Party in connection with the filing and recording of Secured Party's lien on Debtor's intellectual property with governmental authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

D. Debtor executed that certain Trademark Security Agreement dated June 17, 2014, in favor of Lender pursuant to which the Security Agreement was acknowledged relative to the "Trademark Collateral" described therein, for recordation with governmental authorities, including, but not limited to, the USPTO.

E. Debtor and Secured Party desire to enter into this Agreement to further acknowledge the Security Agreement relative to the "Intellectual Property" described herein, for recordation with governmental authorities, including, but not limited to, the USPTO.

F. Debtor is the ultimate owner and holder of the Collateral, which is variously held by it and the following wholly-owned subsidiaries of Debtor: Bazzill Basics Paper, Inc., Bo-Bunny Press, Inc., Misc Me, Inc., Coreinations, LLC, DCWV Acquisition Corporation, and Pink Paislee, LLC.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and promises in this Agreement, the parties agree as follows:

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

2. Grant of Security Interest. Debtor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of such Debtor's right, title and interest in, to and

under the following property, wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the "Intellectual Property"):

a. all of Debtor's trademark registrations and applications, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof, including, without limitation, those items referenced on Schedule 1 hereto;

b. all of Debtor's patents and patent applications, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto, including, without limitation, those items referenced on Schedule 2 hereto;

c. all of Debtor's copyright registrations and applications, and all extensions and renewals thereof;

d. all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement upon request by the Secured Party.

4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement, and Debtor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property 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.

5. Debtor Remains Liable. Debtor hereby agrees that Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Intellectual Property subject to the security interest granted hereby.

6. Authorization to Supplement. If Debtor shall obtain rights to any new Intellectual Property, the provisions of this Agreement shall automatically apply thereto. Debtor shall give

prompt notice in writing to Secured Party with respect to any such new Intellectual Property. Without limiting Debtor's obligations under this section, Debtor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule 1 or 2 to include any such new Intellectual Property. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 or 2 shall in any way affect, invalidate, or detract from Secured Party's continuing security interest in all Collateral and Intellectual Property, whether or not listed on Schedule 1 or 2.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

8. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same document, binding upon all the parties hereto notwithstanding that all such parties are not signatories to the same counterpart. This Agreement shall become effective when all parties hereto have executed a counterpart hereof. A signature of a party by facsimile or other electronic transmission shall be deemed to constitute an original and fully effective signature of such party.

9. Notices. All notices, requests, demands to or upon the respective parties shall be given in accordance with the Loan Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

**DEBTOR**

American Crafts, L.C., a Utah limited liability company

By: [Signature]  
Name: David S. Mitchell  
Title: Executive Vice President

**SECURED PARTY**

U.S. Bank National Association, a national banking association

By: [Signature]  
Name: Roger Gross  
Title: Vice President

[ACKNOWLEDGMENT FOLLOWS]

The undersigned, as wholly-owned subsidiaries of Debtor, hereby: (a) acknowledge and consent to this Agreement and Debtor's grant of a security interest to Secured Party in the Intellectual Property, (b) acknowledge and covenant that they will take any further actions deemed necessary by Secured Party to grant a security interest in the Intellectual Property to Secured Party, and (c) acknowledge and agree that the Secured Party may enforce any and all of its rights under this Agreement against the undersigned.

**Bazzill Basics Paper, Inc.**, an Arizona corporation

By: [Signature]  
Name: David Mitchell  
Title: VP

**Bo-Bunny Press, Inc.**, a Utah corporation

By: [Signature]  
Name: David Mitchell  
Title: VP

**Misc Me, Inc.**, a Utah corporation

By: [Signature]  
Name: David M. Mitchell  
Title: VP

**Coredinations, LLC**, an Ohio limited liability company

By: [Signature]  
Name: David Mitchell  
Title: VP

**DCWV Acquisition Corporation**, a Delaware corporation

By: [Signature]  
Name: David Mitchell  
Title: VP

**Pink Paislee, LLC**, a Missouri limited liability company

By: [Signature]  
Name: David Mitchell  
Title: VP

**Schedule 1**

**Active Trademark Filings**

<b>Trademark</b>	<b>Juris- diction</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
AMERICAN CRAFTS	US	85553982	2/27/12	4288038	2/12/13	American Crafts, L.C.
AMERICAN CRAFTS	BR	912583509	4/13/17			
AMERICAN CRAFTS	KR	40201300004 49	1/3/13	40104229100 00	6/16/14	American Crafts, L.C.
COLOR BLAST	US	86950140	3/23/16			American Crafts, L.C.
COLOR BLAST	CA	1801773	9/23/16			American Crafts, L.C.
HOMEMADE WITH LOVE	US	86841548	12/7/15	5003024	7/19/16	American Crafts, L.C.
MEMORYDEX	US	86634994	5/19/15	4877392	12/29/15	American Crafts, L.C.
MINC	US	86465175	11/25/14	4928556	3/29/16	American Crafts, L.C.
MR. HUEY'S	US	86466072	11/26/14	4793710	8/18/15	American Crafts, L.C.
STICKY THUMB	US	86838758	12/3/15	5035120	9/6/16	American Crafts, L.C.
TYPECAST	US	86950085	3/23/16	5243904	7/18/17	American Crafts, L.C.
TYPECAST	CA	1801776	9/23/16			American Crafts, L.C.
BAZZILL	CA	1528541	5/19/11	850783	5/13/13	Bazzill Basics Paper, Inc.
BAZZILLBASICSPAPER	US	85317325	5/10/11	4244303	11/20/12	Bazzill Basics Paper, Inc.
BAZZILLBASICSPAPER	CA	1528539	5/19/11	850782	5/13/13	Bazzill Basics Paper, Inc.
BBP LOGO	US	85317398	5/10/11	4228615	10/23/12	Bazzill Basics Paper, Inc.
TWO SCOOPS	US	85138829	9/27/10	4091923	1/24/12	Bazzill Basics Paper, Inc.
BO-BUNNY PRESS	US	75367197	10/1/97	2347994	5/9/00	Bo-Bunny Press, Inc.
BOBUNNY	US	85663344	6/27/12	4606001	9/16/14	Bo-Bunny Press, Inc.
BOBUNNY & DESIGN	US	85663337	6/27/12	4606000	9/16/14	Bo-Bunny Press, Inc.

Trademark	Juris- diction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
MISC ME	US	86087003	10/9/13	4791229	8/11/15	Misc Me, Inc.
MISCELLANEOUS ME	US	86087024	10/9/13	4791230	8/11/15	Misc Me, Inc.
MISC ME! & DESIGN	US	86087062	10/9/13	4791231	8/11/15	Misc Me, Inc.
CORE'DINATIONS	US	86132984	12/2/13	4564117	7/8/14	Coredinations, LLC
CORE'DINATIONS	CA	1678826	5/28/14	914014	9/15/15	Coredinations, LLC
CORE'DINATIONS	EM	12917449	5/28/14	12917449	10/21/14	Coredinations, LLC
CORE'DINATION	CN	15098721	5/30/14	15098721	7/7/15	Coredinations, LLC
CORE'DINATIONS	CN	15098722	5/30/14	15098722	12/14/16	Coredinations, LLC
CORE'DINATIONS LOGO	US	77258060	8/17/07	3506218	9/23/08	Coredinations, LLC
CORE'DINATIONS LOGO	EM	10180611	8/5/11	10180611	12/15/11	Coredinations, LLC
CORE'DINATIONS CARD STOCK	CN	11233453	7/20/12	11233453	12/14/13	Coredinations, LLC
DIE CUTS WITH A VIEW	US	78943534	8/2/06	3445284	6/10/08	DCWV Acquisition Corporation
DCWV	US	78943527	8/2/06	3480712	8/5/08	DCWV Acquisition Corporation
DCWV	CA	1588285	7/31/12	887882	10/9/14	DCWV Acquisition Corporation
DCWV	CN	9723379	7/18/11	9723379	8/28/14	DCWV Acquisition Corporation
DCWV	CN	14088636	2/28/14	14088636	6/7/15	DCWV Acquisition Corporation
DCWV	EM	10122554	7/14/11	10122554	1/17/12	DCWV Acquisition Corporation
DCWV	HK		7/15/11	301976428	5/21/12	
DCWV	KR	40201100386 62	7/15/11	4010000942	10/14/13	DCWV Acquisition Corporation
DCWV	MX	1585326	3/5/15	167342	9/27/16	DCWV

Trademark	Juris- diction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
						Acquisition Corporation
DCWV LOGO	US	85346736	6/15/11	4163530	6/26/12	DCWV Acquisition Corporation
DCWV LOGO	CN	12839933	7/1/13		1/21/15	DCWV Acquisition Corporation
DCWV LOGO	KR	40201100502 88	9/15/11	400942138	2/11/14	DCWV Acquisition Corporation
CARDSTOCK STACK	US	77676084	2/23/09	3714490	11/24/09	DCWV Acquisition Corporation
CRAFT 60	US	86813436	11/9/15			DCWV Acquisition Corporation
CREATING A LEGACY OF CRAFTING	US	86952162	3/24/16			DCWV Acquisition Corporation
ESCRAP APP	US	77880282	11/24/09	4077520	12/27/11	DCWV Acquisition Corporation
ESCRAP APP	CA	1481953	5/20/10	851228	5/21/13	DCWV Acquisition Corporation
ESCRAP APP	CN			8325129	5/28/11	DCWV Acquisition Corporation
ESCRAP APP	EM	9124785	5/21/10	9124785	2/4/11	DCWV Acquisition Corporation
ESCRAP APP	HK		5/24/10	301620981	12/14/10	DCWV Acquisition Corporation
MATCHMAKERS	US	85869162	3/7/13	4531902	5/20/14	DCWV Acquisition Corporation
MAT STACK	US	77674525	2/20/09	3714480	11/24/09	DCWV Acquisition Corporation
PREMIUM STACK	US	77675717	2/23/09	3714488	11/24/09	DCWV Acquisition Corporation

Trademark	Juris- diction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PREMIUM STACKS	US	77674474	2/20/09	3714479	11/24/09	DCWV Acquisition Corporation
SCRAPBOOK KIT IN A STACK	US	77504165	6/20/08	3653517	7/14/09	DCWV Acquisition Corporation
STACK	US	77415746	3/7/08	3653209	7/14/09	DCWV Acquisition Corporation
STACK	US	77562558	9/4/08	3688363	9/29/09	DCWV Acquisition Corporation
STACK	US	86721736	8/11/15			DCWV Acquisition Corporation
STACK	CA	1409678	9/5/08	779723	10/13/10	DCWV Acquisition Corporation
STACK	CN			7231808	11/21/10	DCWV Acquisition Corporation
STACK	EM	7213648	9/5/08	7213648	9/28/09	DCWV Acquisition Corporation
STACK	JP	2009-015251	3/4/09	5299308	2/5/10	DCWV Acquisition Corporation
STACK	NZ			803190	11/12/08	DCWV Acquisition Corporation
STACK	ZA		9/4/08	2009/03840	3/4/09	DCWV Acquisition Corporation
THE STACK COMPANY	US	85290566	4/8/11	4114059	3/20/12	DCWV Acquisition Corporation
HEIDI SWAPP	US	86089779	10/11/13	4612564	9/30/14	
HEIDI SWAPP MARQUEE LOVE LOGO	CA	1832245	4/11/17			American Crafts, L.C.
MARQUEE LOVE	US	86643063	5/27/15	4949518	5/3/16	American Crafts, L.C.
IMAGINISCE	US	78808834	2/7/06	3332015	11/6/07	American Crafts, L.C.

Trademark	Juris- diction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
I IMAGINISCE LOGO	US	78808851	2/7/06	3332016	11/6/07	American Crafts, L.C.
I FLOWER LOGO	US	77209384	6/19/07	3483295	8/12/08	American Crafts, L.C.
PINK PAISLEE	US	86090446	10/14/13	4587579	8/19/14	Pink Paislee, LLC
MEMORY PLANNER & DESIGN	US	86090457	10/14/13	4618685	10/7/14	Pink Paislee, LLC
THE CINCH	US	85505758	12/29/11	4251458	11/27/12	American Crafts, L.C.
WE R AT HOME	US	86069795	9/19/13	4574833	7/29/14	American Crafts, L.C.
WE R AT HOME	US	86100994	10/24/13	4571247	7/22/14	American Crafts, L.C.
ZOGGIN	US	85633134	5/23/12	4427462	11/5/13	American Crafts, L.C.

**Schedule 2**  
**Active Patent Filings**

Title	Jurisdiction	App. No.	App. Date	Patent No.	Patent Date	Owner
i-Top Tool Design	US	29/384,017	1/25/2011	D679,5363	4/9/2013	American Crafts, L.C.
DUAL-POCKETED SLEEVE	US	29/443,873	1/23/2013	D724,662	3/17/2015	American Crafts, L.C.
CRAFT TABLE	US	29/454,196	5/7/2013	D728,263	5/5/2015	American Crafts, L.C.
CRAFT TABLE	US	29/525,976	5/5/2015	D748,928	2/9/2016	American Crafts, L.C.
CHEVRON TAPE ROLL	US	29/477,582	12/23/2013	D707,293	6/17/2014	American Crafts, L.C.
4x4 PHOTO SLEEVE	US	29/477,586	12/23/2013			
Four - 2x2 Pocket Photo Sleeve	US	29/477,587	12/23/2013	D737,899	9/1/2015	American Crafts, L.C.
Four - 2x2 Pocket Photo Sleeve	US	29/538,206	9/1/2015			
CUTTING AND SEALING APPARATUSES AND METHODS	US	13/479,061	5/23/2012			American Crafts, L.C.
EMBELLISHMENT SETTING APPARATUS	US	11/624,446	1/18/2007	7,571,505	8/11/2009	American Crafts, L.C.
SYSTEMS AND METHODS APPLYING A DESIGN ON A MEDIUM	US	12/506,164	7/20/2009	8,393,266	3/12/2013	American Crafts, L.C.
PUNCH AND SCORING SYSTEM	US	14/019,248	9/5/2013			American Crafts, L.C.

Title	Jurisdiction	App. No.	App. Date	Patent No.	Patent Date	Owner
(envelopes)						
CRAFTING TOOL (Evolution 2)	US	14/659,475	3/16/2015			American Crafts, L.C.
LASER SQUARE	US	13/363,500	2/1/2012	8,966,776	3/3/2015	American Crafts, L.C.
SCOREBOARD TRIMMER	US	62/326,160	4/22/2016			
SCOREBOARD TRIMMER	US	62/488,761	4/22/2017			
SCOREBOARD TRIMMER	US	15/630,825	6/22/2017			