

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7993069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BERWICK OFFRAY LLC	06/05/2023
THE MCCALL PATTERN COMPANY, INC.	06/05/2023
CSS INDUSTRIES, INC.	06/05/2023
SIMPLICITY CREATIVE CORP.	06/05/2023
THE LANG COMPANIES, INC.	06/05/2023
RECEIVING PARTY DATA	
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, AS AGENT
Street Address:	452 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 27	
Property Type	Number
Patent Number:	8262144
Patent Number:	8991020
Patent Number:	8567708
Patent Number:	8596096
Patent Number:	8602211
Patent Number:	D663205
Patent Number:	D663206
Patent Number:	D663207
Patent Number:	D701039
Patent Number:	D701040
Patent Number:	D717347
Patent Number:	D826544
Patent Number:	D841310
Patent Number:	7163152
Patent Number:	8402794
Patent Number:	7878812

Property Type	Number
Patent Number:	8221130
Patent Number:	8454371
Patent Number:	8403145
Patent Number:	10125438
Patent Number:	9542865
Patent Number:	10155173
Patent Number:	9415916
Patent Number:	9688450
Patent Number:	9994377
Patent Number:	11059315
Patent Number:	11648791

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	06/07/2023

Total Attachments: 6

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of June 5, 2023 (this “Patent Security Agreement”), by Berwick Offray LLC, a Pennsylvania limited liability company, CSS Industries, Inc., a Delaware corporation, Simplicity Creative Corp., a Delaware corporation, The Lang Companies, Inc., a Delaware corporation and The McCall Pattern Company, Inc., a Delaware corporation (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of HSBC Bank USA, National Association, in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a U.S. Security Agreement dated as of June 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the 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 the following Collateral of such Grantor: all Patents of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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. This Patent Security Agreement shall automatically terminate upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor or any Collateral of any Grantor under this Patent Security Agreement, and notwithstanding such automatic termination, upon request of such Grantor the Agent shall, at the reasonable expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Patents under this Patent Security Agreement.

SECTION 5. Counterparts. Section 9.6 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*, and the parties hereto agree to such terms. This Patent Security Agreement shall become effective when the Agent shall have received a counterpart of this Patent Security Agreement that bears the signature of the Grantor and the Agent has executed a counterpart hereof.


**SECTION 6. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL;
CONSENT TO SERVICE OF PROCESS.**

(a) THE TERMS OF SECTIONS 9.9 AND 9.10 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS PATENT SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

[SIGNATURE PAGES FOLLOW]

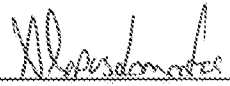
BERWICK OFFRAY LLC

By: 
Name: Tas Papasolomontos
Title: Chief Financial Officer, Treasurer and Secretary

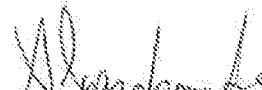
THE MCCALL PATTERN COMPANY, INC.

By: 
Name: Tas Papasolomontos
Title: Chief Financial Officer, Treasurer and Secretary

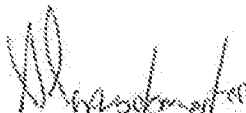
CSS INDUSTRIES, INC.

By: 
Name: Tas Papasolomontos
Title: Chief Financial Officer, Treasurer and Secretary

SIMPLICITY CREATIVE CORP.

By: 
Name: Tas Papasolomontos
Title: Chief Financial Officer, Treasurer and Secretary

THE LANG COMPANIES, INC.

By: 
Name: Tas Papasolomontos
Title: Chief Financial Officer, Treasurer and Secretary

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Deirdra Ross

Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 063875 FRAME: 0887

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

OWNER	PATENT NUMBER	TITLE
Simplicity Creative Corp.	8262144	TWEEZERS
Simplicity Creative Corp.	8991020	HAND HELD FELTING MACHINE
Simplicity Creative Corp.	8567708	PORTABLE BOBBIN WINDER
Simplicity Creative Corp.	8596096	KNITTING LOOM
Simplicity Creative Corp.	8602211	NEEDLE HOLDER
Berwick Offray LLC	D663205	TRAY INSERT
Berwick Offray LLC	D663206	TRAY INSERT
Berwick Offray LLC	D663207	TRAY INSERT
Simplicity Creative Corp.	D701039	CROCHET HOOK
Simplicity Creative Corp.	D701040	CROCHET HOOK
Simplicity Creative Corp.	D717347	PURSE LOOM
Berwick Offray LLC	D826544	BOS MAKING DEVICE BASE
Berwick Offray LLC	D841310	BOW MAKING DEVICE
Berwick Offray LLC	7163152	PROTECTIVE CONTAINER FOR READABLE CARDS

Simplicity Creative Corp.	8402794	HINGED KNITTING LOOM
The McCall Pattern Company, Inc.	7878812	ADHESIVE-BACKED CHALKBOARD WALL COVERING
The McCall Pattern Company, Inc.	8221130	ADHESIVE-BACKED CHALKBOARD WALL COVERING
The McCall Pattern Company, Inc.	8454371	ADHESIVE-BACKED CHALKBOARD WALL COVERING
Berwick Offray LLC	8403145	BOW MAKING DEVICE AND METHODS OF USE THEREOF
Berwick Offray LLC	10125438	BOW MAKING DEVICE WITH INTERCHANGEABLE COMPONENTS
CSS Industries, Inc.	9542865	THREE-DIMENSIONAL STAND ALONE POP UP ASSEMBLY AND METHOD
CSS Industries, Inc.	10155173	THREE-DIMENSIONAL STAND ALONE POP UP ASSEMBLY AND METHOD
Berwick Offray LLC	9415916	GIFT CARD PACKAGING AND ASSOCIATED METHODS
Berwick Offray LLC	9688450	GIFT CARD PACKAGING AND ASSOCIATED METHODS
Berwick Offray LLC	9994377	GIFT CARD PACKAGING AND ASSOCIATED METHODS
The Lang Companies, Inc.	11,059,315	Die Cut Calendar
The Lang Companies, Inc.	11,648,791	Die Cut Calendar

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
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N/A