

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilton Industries, Inc.		03/26/2009	CORPORATION: DELAWARE
E K Success Ltd.		03/26/2009	CORPORATION: NEW YORK
K & Company LLC		03/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
Dimensions Crafts, LLC		03/26/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	A Swiss Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3580130	CLEARLY YOURS
Registration Number:	3411040	BAKING BASICS
Registration Number:	3453816	WILD LEAF TEA CO
Registration Number:	3468814	PUSH N' PRINT
Registration Number:	3482475	CUPCAKES N' MORE
Registration Number:	3506020	DIPPIN' DESSERTS
Registration Number:	3529336	ULTIMATE CAKE CADDY
Registration Number:	3532671	IMAGINEIT
Registration Number:	3541475	TWIST N' MEASURE
Registration Number:	3544733	ULTRA BAKE2

OP \$765.00 3580130

Registration Number:	3548033	SCOOP-IT
Registration Number:	3573708	PUZZLE CAKES
Registration Number:	3588500	TRU-HANGER
Registration Number:	3588504	SLIDE & STORE
Registration Number:	3576824	HIDEAWAY EASEL
Registration Number:	3433339	ART BLANCHE
Registration Number:	3450955	MAPLE LANE
Registration Number:	3450956	MAPLE LANE
Serial Number:	77528619	PUSH'N POP!
Serial Number:	77558632	CUPCAKE FLAIR
Serial Number:	77582841	LOVE KNOT BUBBLE WANDS
Serial Number:	77602851	PERFECT PERFORMANCE ULTRA
Serial Number:	77402750	JOLEE'S
Serial Number:	77474257	PRECIOUS FINDS
Serial Number:	77663082	JOLEE'S JEWELS
Serial Number:	77663090	JOLEE'S JEWELS
Serial Number:	77663101	JOLEE'S JEWELS
Serial Number:	77663160	JOLEE'S JEWELS
Serial Number:	77663172	JOLEE'S JEWELS
Serial Number:	78343079	BAKING SENSATIONS

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/23/2009

Total Attachments: 5

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TRADEMARK
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Trademark Security Agreement

Trademark Security Agreement, dated as of March 26, 2009, by Wilton Industries, Inc., a Delaware corporation, and E K Success Ltd., a New York corporation, K & Company LLC, a Delaware limited liability company, and Dimensions Crafts, LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark 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 Credit Agreement, the Pledgors hereby agree 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 Trademark Collateral. Each 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 the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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 execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

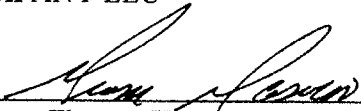
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

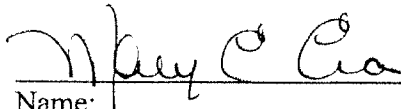
Very truly yours,

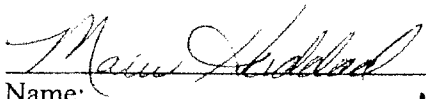
WILTON INDUSTRIES, INC.
E K SUCCESS LTD.
DIMENSIONS CRAFTS, LLC
K & COMPANY LLC

By: 
Name: Thomas Kasvin
Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: 
Name: Marie A. Haddad
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
K & Company LLC	3580130	Clearly Yours
Wilton Industries, Inc.	3411040	Baking Basics
Wilton Industries, Inc.	3453816	Wild Leaf Tea Co
Wilton Industries, Inc.	3468814	Push N' Print
Wilton Industries, Inc.	3482475	Cupcakes N' More
Wilton Industries, Inc.	3506020	Dippin' Desserts
Wilton Industries, Inc.	3529336	Ultimate Cake Caddy
Wilton Industries, Inc.	3532671	Imagineit
Wilton Industries, Inc.	3541475	Twist N' Measure
Wilton Industries, Inc.	3544733	Ultra Bake2
Wilton Industries, Inc.	3548033	Scoop-It
Wilton Industries, Inc.	3573708	Puzzle Cakes
Wilton Industries, Inc.	3588500	Tru-Hanger
Wilton Industries, Inc.	3588504	Slide & Store
Wilton Industries, Inc.	3576824	Hideaway Easel
E K Success Ltd.	3433339	ART BLANCHE
E K Success Ltd.	3450955	MAPLE LANE
E K Success Ltd.	3450956	MAPLE LANE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Wilton Industries, Inc.	77/528619	Push'N Pop!
Wilton Industries, Inc.	77/558632	Cupcake Flair
Wilton Industries, Inc.	77582841	Love Knot Bubble Wands
Wilton Industries, Inc.	77/602851	Perfect Performance Ultra
E K Success Ltd.	77402750	PRECIOUS FINDS
E K Success Ltd.	77474257	JOLEE'S JEWELS
E K Success Ltd.	77663082	JOLEE'S JEWELS
E K Success Ltd.	77663090	JOLEE'S JEWELS
E K Success Ltd.	77663101	JOLEE'S JEWELS
E K Success Ltd.	77663160	JOLEE'S JEWELS
E K Success Ltd.	77663172	PRECIOUS FINDS
Wilton Industries, Inc.	78343079	Baking Sensations