

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Transfer of Security Interest, as previously record on Reel/Frame No. 3091/0596

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland plc		11/03/2008	Public Limited Company: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Ares Capital Corporation
<b>Street Address:</b>	2000 Avenue of the Stars, 12th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78310541	M
Serial Number:	78266358	DETAILS
Serial Number:	78310493	DETAILS
Registration Number:	2908394	BE INSPIRED
Registration Number:	2910582	BE INSPIRED
Registration Number:	3236119	CHARMED
Registration Number:	2947772	DOUBLE DIPPED
Registration Number:	2718763	M MAKINGMEMORIES
Registration Number:	2910583	MAKINGMEMORIES
Registration Number:	3034179	MAKINGMEMORIES
Registration Number:	3175962	M
Registration Number:	2945994	PAGE PEBBLES
Registration Number:	2906325	SNAPS
Registration Number:	2316341	TWISTEL

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (415)268-7522

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: dpung@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	56131/1
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	11/07/2008

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this "Security Agreement Assignment"), dated as of November 3, 2008, is executed by The Royal Bank of Scotland plc, as transferor, (the "Transferor Secured Party"), and Ares Capital Corporation, as transferee (the "Transferee Secured Party").

### RECITALS

WHEREAS, Making Memories Wholesale, Inc. (the "Grantor"), the lenders party thereto and the Transferor Secured Party, as administrative agent, entered into that certain Credit Agreement, dated as of May 6, 2005 (the "Credit Agreement");

WHEREAS, the Grantor and the Transferor Secured Party, in its capacity as the Administrative Agent (as defined in the Credit Agreement) on behalf and for the benefit of the Secured Parties (as defined in the Credit Agreement) entered into a certain Security Agreement, dated as of May 6, 2005 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement the Grantor and the Transferor Secured Party, in its capacity as the Administrative Agent entered into a certain Trademark Security Agreement dated as of May 6, 2005 (the "Agreement");

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of October 3, 2008, the Transferor Secured Party resigned as Administrative Agent and the Transferee Secured Party was appointed by the Lenders (as defined in the Credit Agreement) as successor Administrative Agent;

WHEREAS, pursuant to the Security Agreement and the Agreement, the Grantor granted to the Administrative Agent, for itself and for the ratable benefit of Secured Parties, a security interest in certain Collateral (as defined in the Security Agreement) including certain trademarks; and

WHEREAS, the Transferor Secured Party desires to assign, and the Transferee Secured Party desires to assume, the Transferor Secured Party's right, title and interest in and to the Agreement.

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. Capitalized terms used but not defined in this Security Agreement Assignment (including in the Recitals) shall have the meanings set forth in the Agreement.
2. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, all of the Transferor Secured Party's right, title and interest as Assignee under the Agreement.
3. The security interest granted by the Agreement includes a security interest in and to all of the Grantor's respective right, title and interest in, to and under:

- (a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedule A hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties, and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; provided, that the pledge and security interest created by the Agreement shall specifically exclude "intent-to-use" trademarks at all times prior to the first use thereof, whether by actual use in commerce, the filing of a statement of use with the United States Patent and Trademark Office or otherwise; and
- (b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

4. The Transferee Secured Party may record this Assignment with the United States Patent and Trademark Office, at the expense of the Grantor.

5. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

6. THIS SECURITY AGREEMENT ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

**The TRANSFEROR SECURED PARTY:**

THE ROYAL BANK OF SCOTLAND plc

By: Michael T. Fabiano  
Title: Michael T. Fabiano  
**Senior Vice President**

**The TRANSFEREE SECURED PARTY:**

ARES CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to and Acknowledged:

**The GRANTOR:**

MAKING MEMORIES WHOLESALE, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

**The TRANSFEROR SECURED PARTY:**

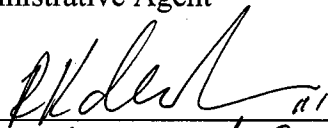
THE ROYAL BANK OF SCOTLAND plc

By: \_\_\_\_\_

Title: \_\_\_\_\_

**The TRANSFEREE SECURED PARTY:**

ARES CAPITAL CORPORATION,  
as Administrative Agent

By: 

Title: Authorized Signatory

Consented to and Acknowledged:

**The GRANTOR:**

MAKING MEMORIES WHOLESALE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

**The TRANSFEROR SECURED PARTY:**

THE ROYAL BANK OF SCOTLAND plc

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**The TRANSFEREE SECURED PARTY:**

ARES CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

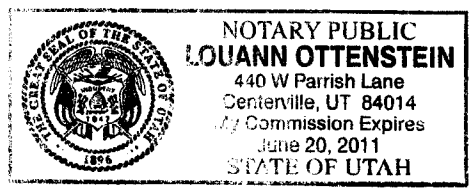
Consented to and Acknowledged:

**The GRANTOR:**

MAKING MEMORIES WHOLESALE, INC.

By: *[Signature]*  
Title: President

*Danny Hansen*  
Subscribed and sworn to before me this  
29 day of October 2008  
*[Signature]*  
Notary Public



Schedule A

Registered U.S. Trademarks

REGISTRATION NO.	MARK	REGISTRATION DATE
2,908,394	BE INSPIRED	December 7, 2004
2,910,582	BE INSPIRED	December 14, 2004
3,236,119	CHARMED	May 1, 2007
2,947,772	DOUBLE DIPPED	May 10, 2005
2,718,763	M MAKING MEMORIES (and Design)	May 27, 2003
2,910,583	MAKINGMEMORIES	December 14, 2004
3,034,179	MAKINGMEMORIES	December 27, 2005
3,175,962	M (and Design)	November 28, 2006
2,945,994	PAGE PEBBLES	May 3, 2005
2,906,325	SNAPS	November 30, 2004
2,316,341	TWISTEL	February 8, 2000

Pending U.S. Trademarks

APPLICATION NO.	MARK	APPLICATION DATE
78/310,541	M (and Design)	October 7, 2003
78/266,358	DETAILS	Abandoned
78/310,493	DETAIL (and Design)	Abandoned



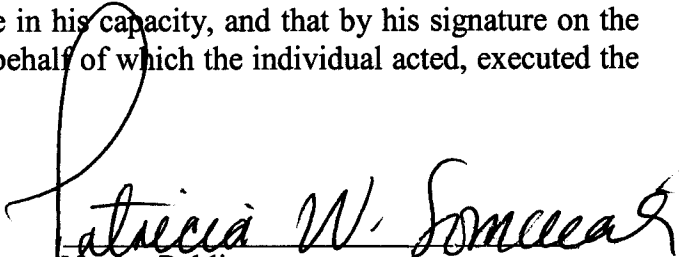
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK )

)

COUNTY OF NEW YORK )

On the 3<sup>rd</sup> day of ~~October~~ <sup>NOVEMBER</sup> in the year 2008, before me, the undersigned, personally appeared Michael F. Fabiano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PATRICIA W. SOMMEA**  
Notary Public, State of New York  
No. 610081070  
Qualified in Nassau County  
Commission Expires November 8, 2010