

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-----------------------|
| Hoffmaster Group, Inc. | | 06/02/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | General Electric Capital Corporation, as Collateral Agent |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 84

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 1530906 | AMERICAN |
| Registration Number: | 0781586 | AMERICAN |
| Registration Number: | 0783224 | AMERICAN |
| Registration Number: | 2669004 | BETTER THAN LINEN |
| Registration Number: | 2669005 | BETTER THAN LINEN |
| Registration Number: | 2672114 | BETTER THAN LINEN |
| Registration Number: | 0734939 | BROOKLACE |
| Registration Number: | 3308909 | CATERWRAP |
| Registration Number: | 3737574 | CATERWRAP |
| Registration Number: | 2404409 | CELLUTEX |
| Registration Number: | 3299737 | CHANGING SPACES |
| Registration Number: | 1962108 | COLOR ME |
| Registration Number: | 3021470 | CRAFTMASTER |
| Registration Number: | 0515474 | CRAFTMASTER |

OP \$2115.00 1530906

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|----------------------|---------|-----------------------------------|
| Registration Number: | 3396271 | CREATE-A-SCENE |
| Registration Number: | 2796816 | CREATIVE EXPRESSIONS |
| Registration Number: | 2758433 | |
| Registration Number: | 2112472 | DOLLAR-WISE |
| Registration Number: | 2623757 | DOLLAR-WISE |
| Registration Number: | 1590958 | EVERY OCCASION |
| Registration Number: | 2128753 | EVERY OCCASION |
| Registration Number: | 2431207 | EVERY OCCASION |
| Registration Number: | 3588354 | FASHNPOINT |
| Registration Number: | 2967394 | GALA |
| Registration Number: | 3677127 | GREEN STYLE |
| Registration Number: | 2106890 | H |
| Registration Number: | 2896744 | H |
| Registration Number: | 3632317 | H HOFFMASTER COLOR FASHION DESIGN |
| Registration Number: | 1462761 | HOFFMASTER |
| Registration Number: | 3029966 | HOFFMASTER |
| Registration Number: | 3280287 | HOFFMASTER |
| Registration Number: | 0782096 | HOFFMASTER |
| Registration Number: | 3632341 | HOFFMASTER GROUP, INC. |
| Registration Number: | 2595688 | IRISH LINEN |
| Registration Number: | 2722406 | JUST FOR KIDS! |
| Registration Number: | 2181124 | LINEN LIKE |
| Registration Number: | 0535180 | LINEN-LIKE |
| Registration Number: | 2439005 | LINEN-LIKE SUPREME |
| Registration Number: | 1526864 | LINETTE |
| Registration Number: | 0879095 | MEDALLION |
| Registration Number: | 3700745 | MULTIPACK |
| Registration Number: | 2019242 | OCTY-ROUND |
| Registration Number: | 3101215 | OPALESSENCE |
| Registration Number: | 3207060 | OPALESSENCE |
| Registration Number: | 1634124 | PAPER ART |
| Registration Number: | 1634813 | PAPER ART |
| Registration Number: | 2114460 | PAPER ART |
| Registration Number: | 1596350 | PARTY CREATIONS |
| Registration Number: | 2336764 | PARTY OCCASION |

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|----------------------|----------|-------------------------------------|
| Registration Number: | 2278570 | PARTY PAK |
| Registration Number: | 2899047 | PARTY PAK |
| Registration Number: | 2395237 | PATIO OCTY-ROUND |
| Registration Number: | 1313488 | PERMA-WIPES |
| Registration Number: | 3346504 | PHOTOCREATIONS |
| Registration Number: | 1381349 | PIK-NIK KING |
| Registration Number: | 1705845 | QUICKSET |
| Registration Number: | 3309859 | READY-SET-GO |
| Registration Number: | 0921777 | RIGIDEEP |
| Registration Number: | 1624798 | SENSATIONS |
| Registration Number: | 2163419 | SENSATIONS |
| Registration Number: | 1627203 | SPECIAL OCCASION |
| Registration Number: | 1628366 | SPECIAL OCCASION |
| Registration Number: | 1762055 | SPECIAL OCCASION |
| Registration Number: | 2043597 | SPECIAL OCCASION |
| Registration Number: | 2927573 | SPECIAL OCCASION |
| Registration Number: | 1622100 | SPLASH! |
| Registration Number: | 3304786 | STAY PUT |
| Registration Number: | 2910222 | SWANKIE |
| Registration Number: | 3304638 | SWEET STATION |
| Registration Number: | 1120986 | TOUCH OF COLOR |
| Registration Number: | 1648150 | TOUCH OF COLOR |
| Registration Number: | 1648876 | TOUCH OF COLOR |
| Registration Number: | 3003332 | TOUCH OF COLOR |
| Registration Number: | 2864451 | WINDSOR |
| Registration Number: | 2795898 | WRAP'N ROLL |
| Serial Number: | 77957871 | LINEN-LIKE DELUXE |
| Serial Number: | 77852713 | ELISE |
| Serial Number: | 77818887 | NAPSEAL |
| Serial Number: | 77736383 | CELEBRATIONS BY CREATIVE CONVERTING |
| Serial Number: | 77666518 | BAKE & TAKE |
| Serial Number: | 77666520 | GIVE & TAKE |
| Serial Number: | 77399587 | LINEN-LIKE |
| Serial Number: | 77350846 | CREATIVE CONVERTING |
| Serial Number: | 77060426 | EARTH WISE |

TRADEMARK

REEL: 004233 FRAME: 0704

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | F 127555 |
| NAME OF SUBMITTER: | Manuel F. Gomez |
| Signature: | /Manuel F. Gomez/ |
| Date: | 06/29/2010 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Hoffmaster Group, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns the Trademark Collateral (as defined below);

WHEREAS, Grantor, KHOF Holdings, Inc., the Lenders party thereto, and General Electric Capital Corporation, as Collateral Agent, Issuing Banks and Swingline Lender, are parties to a First Lien Credit Agreement dated as of June 2, 2010 (as amended from time to time, the “**First Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of June 2, 2010 (as amended and/or supplemented from time to time, the “**First Lien Guarantee and Collateral Agreement**”) among Grantor, the Guarantors party thereto and General Electric Capital Corporation, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in the First Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the First Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law;
- (ii) each Trademark License (as defined in the First Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without

limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24 day of June, 2010.

HOFFMASTER GROUP, INC.

By: 

Name: Seth H. Hollander
Title: Vice President

[Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of June, 2010.

HOFFMASTER GROUP, INC.

By: _____
Name:
Title:

Acknowledged:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By: Carrie Goldfeder
Name: **Carrie Goldfeder**
Title: **Duly Authorized Signatory**

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 004233 FRAME: 0709

**Schedule 1
to Trademark Security Agreement**

HOFFMASTER GROUP, INC.

U.S. TRADEMARK REGISTRATIONS

| Mark | Reg. No./ Reg. Date | Owner |
|--------------------|--------------------------------|------------------------|
| AMERICAN | 1530906 Mar. 21, 1989 | Hoffmaster Group, Inc. |
| AMERICAN | 0781586 Dec. 15, 1964 | Hoffmaster Group, Inc. |
| AMERICAN | 0783224 Jan. 12, 1965 | Hoffmaster Group, Inc. |
| BETTER THAN LINEN | 2669004 Dec. 31, 2002 | Hoffmaster Group, Inc. |
| BETTER THAN LINEN | 2669005 Dec. 31, 2002 | Hoffmaster Group, Inc. |
| BETTER THAN LINEN | 2672114 Jan. 7, 2003 | Hoffmaster Group, Inc. |
| BROOKLACE | 0734939 Jul. 24, 1962 | Hoffmaster Group, Inc. |
| CATERWRAP | 3308909 Oct. 9, 2007 | Hoffmaster Group, Inc. |
| CATERWRAP & Design | 3737574 Oct. 27, 2009 | Hoffmaster Group, Inc. |
| CELLUTEX | 2404409 Nov. 14, 2000 | Hoffmaster Group, Inc. |
| CHANGING SPACES | 3299737 Sep. 25, 2007 | Hoffmaster Group, Inc. |
| COLOR ME | 1962108 Mar. 12, 1996 | Hoffmaster Group, Inc. |

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| CRAFTMASTER | 3021470 Nov. 29, 2005 | Hoffmaster Group, Inc. |
| CRAFTMASTER | 0515474 Sep. 20, 1949 | Hoffmaster Group, Inc. |
| CREATE-A-SCENE | 3396271 Mar. 11, 2008 | Hoffmaster Group, Inc. |
| CREATIVE EXPRESSIONS | 2796816 Dec. 23, 2003 | Hoffmaster Group, Inc. |
| Design Only | 2758433 Sep. 2, 2003 | Hoffmaster Group, Inc. |
| DOLLAR-WISE | 2112472 Nov. 11, 1997 | Hoffmaster Group, Inc. |
| DOLLAR-WISE | 2623757 Sep. 24, 2002 | Hoffmaster Group, Inc. |
| EVERY OCCASION | 1590958 Apr. 10, 1990 | Hoffmaster Group, Inc. |
| EVERY OCCASION | 2128753 Jan. 13, 1998 | Hoffmaster Group, Inc. |
| EVERY OCCASION | 2431207 Feb. 27, 2001 | Hoffmaster Group, Inc. |
| FASHNPOINT | 3588354 Mar. 10, 2009 | Hoffmaster Group, Inc. |
| GALA | 2967394 Jul. 12, 2005 | Hoffmaster Group, Inc. |
| GREEN STYLE | 3677127 Sep. 1, 2009 | Hoffmaster Group, Inc. |
| H & Design | 2106890 Oct. 21, 1997 | Hoffmaster Group, Inc. |
| H & Design | 2896744 Oct. 26, 2004 | Hoffmaster Group, Inc. |
| H HOFFMASTER COLOR | 3632317 | Hoffmaster Group, Inc. |

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TRADEMARK
REEL: 004233 FRAME: 0711

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|------------------------------------|--------------------------|------------------------|
| FASHION DESIGN & Design | Jun. 2, 2009 | |
| HOFFMASTER | 1462761 Oct. 27, 1987 | Hoffmaster Group, Inc. |
| HOFFMASTER | 3029966 Dec. 13, 2005 | Hoffmaster Group, Inc. |
| HOFFMASTER | 3280287 Aug. 14, 2007 | Hoffmaster Group, Inc. |
| HOFFMASTER | 0782096 Dec. 22, 1964 | Hoffmaster Group, Inc. |
| HOFFMASTER GROUP, INC. & Design | 3632341 Jun. 2, 2009 | Hoffmaster Group, Inc. |
| IRISH LINEN | 2595688 Jul. 16, 2002 | Hoffmaster Group, Inc. |
| JUST FOR KIDS! & Design | 2722406 Jun. 3, 2003 | Hoffmaster Group, Inc. |
| LINEN LIKE | 2181124 Aug. 11, 1998 | Hoffmaster Group, Inc. |
| LINEN-LIKE | 0535180 Dec. 26, 1950 | Hoffmaster Group, Inc. |
| LINEN-LIKE SUPREME & Design | 2439005 Mar. 27, 2001 | Hoffmaster Group, Inc. |
| LINETTE | 1526864 Feb. 28, 1989 | Hoffmaster Group, Inc. |
| MEDALLION | 0879095 Oct. 21, 1969 | Hoffmaster Group, Inc. |
| MULTIPACK & Design | 3700745 Oct. 27, 2009 | Hoffmaster Group, Inc. |
| OCTY-ROUND | 2019242 Nov. 26, 1996 | Hoffmaster Group, Inc. |
| OPALESSENCE | 3101215 Jun. 6, 2006 | Hoffmaster Group, Inc. |

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| OPALESSENCE | 3207060 Feb. 13, 2007 | Hoffmaster Group, Inc. |
| PAPER ART | 1634124 Feb. 5, 1991 | Hoffmaster Group, Inc. |
| PAPER ART | 1634813 Feb. 12, 1991 | Hoffmaster Group, Inc. |
| PAPER ART & Design | 2114460 Nov. 18, 1997 | Hoffmaster Group, Inc. |
| PARTY CREATIONS | 1596350 May 15, 1990 | Hoffmaster Group, Inc. |
| PARTY OCCASION | 2336764 Mar. 28, 2000 | Hoffmaster Group, Inc. |
| PARTY PAK | 2278570 Sep. 14, 1999 | Hoffmaster Group, Inc. |
| PARTY PAK | 2899047 Nov. 2, 2004 | Hoffmaster Group, Inc. |
| PATIO OCTY-ROUND | 2395237 Oct. 17, 2000 | Hoffmaster Group, Inc. |
| PERMA-WIPES | 1313488 Jan. 8, 1985 | Hoffmaster Group, Inc. |
| PHOTOCREATIONS | 3346504 Nov. 27, 2007 | Hoffmaster Group, Inc. |
| PIK-NIK KING | 1381349 Feb. 4, 1986 | Hoffmaster Group, Inc. |
| QUICKSET | 1705845 Aug. 4, 1992 | Hoffmaster Group, Inc. |
| READY-SET-GO | 3309859 Oct. 9, 2007 | Hoffmaster Group, Inc. |
| RIGIDEEP | 0921777 Oct. 12, 1971 | Hoffmaster Group, Inc. |
| SENSATIONS | 1624798 | Hoffmaster Group, Inc. |

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| | Nov. 27, 1990 | |
| SENSATIONS | 2163419 Jun. 9, 1998 | Hoffmaster Group, Inc. |
| SPECIAL OCCASION | 1627203 Dec. 11, 1990 | Hoffmaster Group, Inc. |
| SPECIAL OCCASION | 1628366 Dec. 18, 1990 | Hoffmaster Group, Inc. |
| SPECIAL OCCASION | 1762055 Mar. 30, 1993 | Hoffmaster Group, Inc. |
| SPECIAL OCCASION | 2043597 Mar. 11, 1997 | Hoffmaster Group, Inc. |
| SPECIAL OCCASION | 2927573 Feb. 22, 2005 | Hoffmaster Group, Inc. |
| SPLASH! | 1622100 Nov. 13, 1990 | Hoffmaster Group, Inc. |
| STAY PUT | 3304786 Oct. 2, 2007 | Hoffmaster Group, Inc. |
| SWANKIE | 2910222 Dec. 14, 2004 | Hoffmaster Group, Inc. |
| SWEET STATION | 3304638 Oct. 2, 2007 | Hoffmaster Group, Inc. |
| TOUCH OF COLOR | 1120986 Jun. 26, 1979 | Hoffmaster Group, Inc. |
| TOUCH OF COLOR | 1648150 Jun. 18, 1991 | Hoffmaster Group, Inc. |
| TOUCH OF COLOR | 1648876 Jun. 25, 1991 | Hoffmaster Group, Inc. |
| TOUCH OF COLOR | 3003332 Oct. 4, 2005 | Hoffmaster Group, Inc. |
| WINDSOR | 2864451 Jul. 20, 2004 | Hoffmaster Group, Inc. |

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| WRAP'N ROLL & Design | 2795898 Dec 16, 2003 | Hoffmaster Group, Inc |
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U.S. TRADEMARK APPLICATIONS

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| LINEN-LIKE DELUXE | 77957871 Mar 12, 2010 | Hoffmaster Group, Inc |
| ELISE | 77852713 Oct 20, 2009 | Hoffmaster Group, Inc |
| NAPSEAL | 77818887 Sep 2, 2009 | Hoffmaster Group, Inc |
| CELEBRATIONS BY CREATIVE CONVERTING | 77736383 May 13, 2009 | Hoffmaster Group, Inc |
| BAKE & TAKE | 77666518 Feb 9, 2009 | Hoffmaster Group, Inc |
| GIVE & TAKE | 77666520 Feb 9, 2009 | Hoffmaster Group, Inc |
| LINEN-LIKE & Design | 77399587 Feb 18, 2008 | Hoffmaster Group, Inc |
| CREATIVE CONVERTING | 77350846 Dec 15, 2007 | Hoffmaster Group, Inc |
| EARTH WISE | 77060426 Dec 8 2006 | Hoffmaster Group, Inc |

TRADEMARK LICENSES

None.

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