

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of the conveying party previously recorded on Reel 004458 Frame 0155. Assignor(s) hereby confirms the Security Interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
K & Company LLC		01/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent
<b>Street Address:</b>	600 East Las Colinas Blvd.
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3652461	CHIPBOX
Registration Number:	3580130	CLEARLY YOURS
Registration Number:	3792906	RE- MAKE
Serial Number:	85058062	CONNECTED CRAFTS
Serial Number:	85058077	FOR THE MOMENTS AND MUSINGS THAT STICK
Serial Number:	85057093	FRAME A NAME
Serial Number:	77902960	LIFE'S LITTLE OCCASIONS
Serial Number:	85068606	SWEET NECTAR

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

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

**900186542**

**TRADEMARK  
 REEL: 004498 FRAME: 0747**

CH \$215.00 3652461

Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	710173
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/16/2011

**Total Attachments: 11**

source=3-16-11 K Company-Trademark#page1.tif  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

K & COMPANY LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC - Delaware

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: THE BANK OF NEW YORK MELLON, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 600 East Las Colinas Blvd., Suite 1300

City: Irving

State: TX

Country: USA Zip: 75039

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other CORRECTION

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_ ORDER# \_\_\_\_\_

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

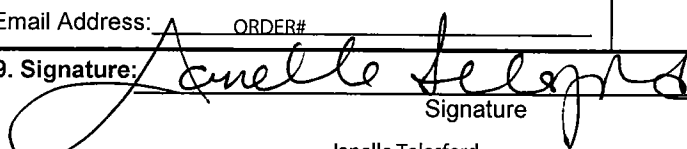
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Date

Janelle Telesford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Date: February 4, 2011

Janelle Telesford  
Emmet Marvin & Martin  
32nd Floor  
120 Broadway  
New York, NY 10271

Re: K & K Company Llc

Dear Ms Telesford:

Please find enclosed the evidence of recordation for the K&k Company Llc with the Patent and Trademark Office. This document was recorded as follows:

Date: 01/21/2011  
Reel: 004458  
Frame: 0155

If you have any questions please do not hesitate to contact me.

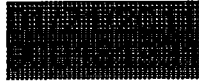
Sincerely,

Luis Rodriguez  
Customer Service Representative

649611-010 lrr

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1



<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
K&K Company LLC		12/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent		
<b>Street Address:</b>	600 East Las Colinas Blvd., Suite 1300		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3652461	CHIPBOX	
Registration Number:	3580130	CLEARLY YOURS	
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Serial Number:	85058062	CONNECTED CRAFTS	
Serial Number:	85058077	FOR THE MOMENTS AND MUSINGS THAT STICK	
Serial Number:	85057093	FRAME A NAME	
Serial Number:	77902960	LIFE'S LITTLE OCCASIONS	
Serial Number:	85068606	SWEET NECTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		

CH \$215.00 3652461

<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005
<b>ATTORNEY DOCKET NUMBER:</b>	649611
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>Signature:</b>	/jep/
<b>Date:</b>	01/21/2011
<b>Total Attachments: 4</b> source=1-21-11K&K Company-TM#page1.tif source=1-21-11K&K Company-TM#page2.tif source=1-21-11K&K Company-TM#page3.tif source=1-21-11K&K Company-TM#page4.tif	

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  M&amp;K COMPANY LLC</p> <p><input type="checkbox"/> Individual(s)    <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other LLC- Delaware</p> <p>Citizenship (see guidelines) _____                  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>3. Nature of conveyance (see guidelines):</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Execution Date(s) (December 22, 2010) _____  <input type="checkbox"/> Assignment    <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement    <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Grant of Security Interest</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  Name: THE BANK OF NEW YORK MELLON as Collateral Agent                  Internal Address: _____                  Street Address: 600 East Lay Collins Blvd., Suite 1300                  City: Irving    State: TX    Zip: 75039                  Country: USA    Zip: 75039</p> <p><input checked="" type="checkbox"/> Association    <input type="checkbox"/> Citizenship  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Citizenship  <input type="checkbox"/> Limited Partnership    <input type="checkbox"/> Citizenship  <input type="checkbox"/> Corporation    <input type="checkbox"/> Citizenship  <input type="checkbox"/> Other: _____    <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>4. Application number(s) or registration number(s) and identification of the Trademark.</b>                  A. Trademark Application No. (s) _____                  B. Trademark Registration No. (s) 3,652,461; 3,580,130; 3,792,906</p>	<p><b>C. Identification or Description of Trademark(s) and Filing Date if Application or Registration Number is unknown:</b>                  Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>6. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>                  Name: Jaule-Jakobod, Izabela                  Internal Address: Emmet, Moran &amp; Martin, LLP                  Street Address: 120 Broadway    City: New York                  State: New York    Zip: 10021                  Phone Number: 212-236-3744                  Fax Number: 212-236-3100                  Email Address: jacobod@emmorandm.com</p>	<p><b>6. Total number of applications and registrations involved:</b> <input type="checkbox"/> 8</p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$:</b> _____  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment information:</b>                  Deposit Account Number _____                  Authorized User Name _____                  Date: January 18, 2011</p>
<p><b>9. Signature:</b> <i>Jaule Jakobod</i>                  Name of Person Signing: Jaule Jakobod                  Title: _____                  Total number of pages including cover sheet, attachments, and document: 4</p>	<p><b>9. Signature:</b> _____                  Name of Person Signing: _____                  Title: _____                  Total number of pages including cover sheet, attachments, and document: 4</p>

Documents to be recorded (including cover sheet) should be filed to (877) 273-9148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of Dec. 27, 2010, by K. & Company LLC, a Delaware limited liability company, (the "pledgor") in favor of The Bank of New York Mellon, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a Security Agreement dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Pledgor hereby agrees 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 Pledgor hereby acknowledges and affirms 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 Pledgor 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.

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

Very truly yours,

K & COMPANY LLC

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

Mary Cushing Marfield  
Chief Financial Officer  
President, Operations

Accepted and Agreed:  
The Bank of New York Mellon,  
As Collateral Agent

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

HELENA VALENTINE  
VICE PRESIDENT

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

K & COMPANY LLC

Trademark	Status	App. No	App. Date	Reg. No.	Reg. Date
Chibbox	Registered	77525788	18-Jul-08	3852461	07-Jul-09
Clearly Yours	Registered	77525785	18-Jul-08	3880130	24-Feb-09
Connected Crafts	Pending	85058062	09-Jun-10		
For The Moments and Musings That Stick	Pending	85058077	09-Jun-10		
France A Name	Pending	85057083	08-Jun-10		
Life's Little Occasions	Pending	77802980	30-Dec-09		
Re-Make	Registered	77843589	07-Oct-09	3792906	25-May-10
Sweet Neighbor	Pending	85088806	22-Jun-10		