

**TRADEMARK ASSIGNMENT**

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 & Company LLC		02/17/2011	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 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		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85178629	CONNECT-A-CRAFT	
Serial Number:	85178621	CONNECTED CRAFTS	
Serial Number:	85218903	SMASHJOURNAL	
Serial Number:	85178637	VISIONS OF CHRISTMAS	
Serial Number:	85162859	SMASHBANDS	
Serial Number:	85163280	SMASHCAPTIONS	
Serial Number:	85162854	SMASHCLIPS	
Serial Number:	85162845	SMASHMARK	
Serial Number:	85163267	SMASHPAD	
Serial Number:	85166952	SMASHPOCKETS	
Serial Number:	85163278	SMASHSTAMP	
Serial Number:	85163282	SMASHSTICK	
Serial Number:	85163275	SMASHSTICKIES	

CH \$415.00 85178629

Serial Number:	85163268	SMASHTABS
Serial Number:	85162865	SMASHTAPE
Serial Number:	85201990	THEMED ON-THE-GO PAD FOR LIFES LISTS AND HAPPENINGS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	712029
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/17/2011

Total Attachments: 4  
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source=3-17-11 KCOMPANY-TM#page4.tif

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 17, 2011, 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.

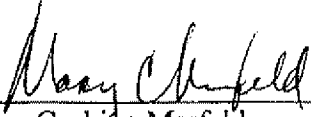
SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under 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.

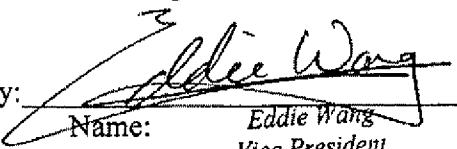
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

K & COMPANY LLC

By:   
Mary Cushing Merfeld  
Chief Financial Officer/  
President, Operations

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

By:   
Name: Eddie Wang  
Title: Vice President

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**K & COMPANY LLC**

<b>Trademark</b>	<b>Status</b>	<b>App. No</b>	<b>App. Date</b>
Connect-A-Craft	Pending	85178629	17-Nov-10
Connected Crafts	Pending	85178621	17-Nov-10
SmashJournal	Pending	85218903	17-Jan-11
Visions of Christmas	Pending	85178637	17-Nov-10
SmashBands	Pending	85162859	27-Oct-10
SmashCaptions	Pending	85163280	28-Oct-10
SmashClip	Pending	85162854	27-Oct-10
SmashMark	Pending	85162845	27-Oct-10
SmashPad	Pending	85163267	28-Oct-10
SmashPockets	Pending	85166952	02-Nov-10
SmashStamp	Pending	85163278	28-Oct-10
SmashStick	Pending	85163282	28-Oct-10
SmashStickies	Pending	85163275	28-Oct-10
SmashTabs	Pending	85163268	28-Oct-10
SmashTape	Pending	85162865	27-Oct-10
Themed On-the-Go Pad for Lifes Lists and Happenings	Pending	85201990	20-Dec-10