

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIMENSIONS CRAFTS LLC		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON, as Collateral Agent		
Street Address:	600 East Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85278263	HANDMADE EMBROIDERY KIT	
Serial Number:	85268103	PENCIL WORKS	
Serial Number:	85278248	THE GOLD COLLECTION	
Serial Number:	85278254	THE GOLD COLLECTION PETITES	
Serial Number:	85262966	SINGLE MOTIONATORS	
Serial Number:	85262975	DOUBLE MOTIONATORS	
Serial Number:	85262979	PIVOT MOTIONATORS	
Serial Number:	85262983	MOTIONATOR STAND	
Serial Number:	85262984	SMALL POST MOTIONATORS	
Serial Number:	85262988	PEG MOTIONATORS	
Serial Number:	85263000	MOTIONATOR TOOL	
Serial Number:	85262991	QUAD MOTIONATORS	
Serial Number:	85263006	PERLERIZE YOUR PICTURES	
Serial Number:	85263010	PERLER BEADS SNAPSHOTS	

OP \$415.00 85278263

TRADEMARK

Serial Number:	85260114	BEAD HINGE MOTIONATORS MAKE YOUR PROJECTS MOVE
Serial Number:	85269563	MOTIONATOR

CORRESPONDENCE DATA

Fax Number: (212)564-6083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 947-7200
Email: jdougherty@nationalcorp.com
Correspondent Name: Joseph Dougherty
Address Line 1: National Corporate Research
Address Line 2: 10 E 40th Street, 10th FL
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N336697
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	04/22/2011

Total Attachments: 3
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Trademark Security Agreement

Trademark Security Agreement, dated as of April 1, 2011, by Dimensions Crafts 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.

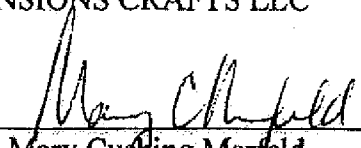
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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,


DIMENSIONS CRAFTS 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

DIMENSIONS CRAFTS LLC

Trademark	Status	Appl No	Appl Date
Handmade Embroidery Kit & design	Pending	85278263	3/28/2011
Pencilworks design	Pending	85268103	3/16/2011
The Gold Collection & Design	Pending	85278248	3/28/2011
The Gold Collection Petites & Design	Pending	85278254	3/28/2011
Single Motionators	Pending	85262966	3/10/2011
Double Motionators	Pending	85262975	3/10/2011
Pivot Motionators	Pending	85262979	3/10/2011
Motionator Stand	Pending	85262983	3/10/2011
Small Post Motionators	Pending	85262984	3/10/2011
Peg Motionators	Pending	85262988	3/10/2011
Motionator Tool	Pending	85263000	3/10/2011
Quad Motionators	Pending	85262991	3/10/2011
Perlerize Your Pictures	Pending	85263006	3/10/2011
Perler Beads Snapshots	Pending	85263010	3/10/2011
Bead Hinge Motionators Make your Projects Move	Pending	85260114	3/7/2011
Motionator	Pending	85269563	3/17/2011