

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		08/30/2012	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	K & Company LLC
Street Address:	2240 West 75th Street
City:	Woodridge
State/Country:	ILLINOIS
Postal Code:	60517
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2376273	FRAME A NAME
Registration Number:	2818156	STICKER STUDIO
Registration Number:	3011839	NOT TOO SHABBY
Registration Number:	3004820	RETROACTIVE
Registration Number:	3273881	FRAME A NAME
Registration Number:	3623439	STUDIO 112
Registration Number:	3991436	K
Registration Number:	3991437	K
Registration Number:	3991438	K
Registration Number:	3991439	K
Registration Number:	3124228	DAISY HILL
Registration Number:	3283475	MARCELLA
Registration Number:	3080676	BEYOND POSTMARKS
Registration Number:	3089592	GRAND ADHESIONS

TRADEMARK

Registration Number:	3364011	TO GO
Registration Number:	3652461	CHIPBOX
Registration Number:	3792906	RE- MAKE
Registration Number:	4010053	LIFE'S LITTLE OCCASIONS
Registration Number:	3907841	FRAME A NAME
Registration Number:	4099732	FOR THE MOMENTS AND MUSINGS THAT STICK
Registration Number:	4046359	SWEET NECTAR
Registration Number:	4103093	THEMED ON-THE-GO PAD FOR LIFES LISTS AND HAPPENINGS
Registration Number:	4028914	PRESERVE YOUR MEMORIES. PRESERVE YOUR EARTH.
Registration Number:	4147820	SMASH
Registration Number:	4162354	MERRYWEATHER
Registration Number:	3580130	CLEARLY YOURS
Serial Number:	77078867	KURIO
Serial Number:	77122476	K & COMPANY
Serial Number:	77122505	K & COMPANY
Serial Number:	77122526	K & COMPANY
Serial Number:	77122548	K & COMPANY
Serial Number:	78836701	PAPER PAVILION
Serial Number:	85162845	SMASHMARK
Serial Number:	85162854	SMASHCLIPS
Serial Number:	85162859	SMASHBANDS
Serial Number:	85162865	SMASHTAPE
Serial Number:	85163267	SMASHPAD
Serial Number:	85163268	SMASHTABS
Serial Number:	85163275	SMASHSTICKIES
Serial Number:	85163278	SMASHSTAMP
Serial Number:	85163280	SMASHCAPTIONS
Serial Number:	85163282	SMASHSTICK
Serial Number:	85166952	SMASHPOCKETS
Serial Number:	85178621	CONNECTED CRAFTS
Serial Number:	85178629	CONNECT-A-CRAFT
Serial Number:	85178637	VISIONS OF CHRISTMAS
Serial Number:	85218903	SMASHJOURNAL
Serial Number:	85276600	SMASH

Serial Number:	85324708	TAG PAD
Serial Number:	85335991	SMASH INSERTS
Serial Number:	85355733	BLOOMSCAPE
Serial Number:	85355758	CARTE DIEM
Serial Number:	85413824	K K&COMPANY
Serial Number:	85424772	K&COMPANY SMASH
Serial Number:	85058062	CONNECTED CRAFTS

CORRESPONDENCE DATA

Fax Number: 2124920140

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: dgaier@paulweiss.com, emendes@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19338-005
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	09/18/2012

Total Attachments: 6

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

WHEREAS **K & Company LLC**, a Delaware limited liability company with an address at 2240 West 75th Street, Woodridge, IL 60517, (the "Grantor"), entered into that certain Amended and Restated First Lien Credit Agreement, dated August 1, 2007, as amended and restated as of November 19, 2007 (the "First Lien Credit Agreement") with UBS AG, Stamford Branch, as the original administrative and collateral agent thereunder ("Initial Agent").

WHEREAS in connection with the First Lien Credit Agreement, the Grantor, Wilton Brands Inc., Wilton Intercontinental LLC, Wilton Industries, Inc., Dimensions Crafts Inc., EK Success Ltd., and Wilton Global Sourcing LLC and Initial Agent entered into that certain Security Agreement (First Lien), dated as of August 1, 2007, (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement").

WHEREAS, Grantor granted the Initial Agent, under the terms of the First Lien Security Agreement, a continuing security interest (the "Security Interest") in favor of the Initial Agent, in and to certain of Grantor's intellectual property, including, without limitation, the trademarks listed in **Schedule A** (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, as well as all proceeds and claims based on past, present, or future infringement.

WHEREAS pursuant to that certain First Amendment and Resignation and Appointment Agreement as of September 18, 2009, Wilmington Trust FSB ("First Successor Agent") replaced the Initial Agent as the administrative and collateral agent under the First Lien Credit Agreement and First Lien Security Agreement and therefore acquired all of Initial Agent's rights, title and interest in or to, the Grantor's intellectual property in order to hold collateral security for the full, prompt, and complete payment and performance of the secured obligations of the Grantor, as set forth in the First Lien Credit Agreement and First Lien Security Agreement.

WHEREAS, pursuant to that certain Third Amendment and Resignation and Appointment Agreement, dated as of September 1, 2010, notice of which was recorded on September 13, 2010 at the United States Patent and Trademark Office at Reel 4277, Frame 0227, **The Bank of New York Mellon**, a New York banking corporation, has replaced the First Successor Agent as the administrative and collateral agent under the First Lien Credit Agreement and First Lien Security Agreement (in such capacities, the "Second Successor Agent"), and therefore acquired all of the Initial Agent's and First Successor Agent's right, title and interest, in and to, the secured intellectual property in order to hold collateral security for the full, prompt, and complete payment and performance of the secured obligations of the Grantor, as set forth in the First Lien Credit Agreement and First Lien Security Agreement.

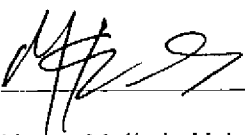
WHEREAS Grantor subsequently granted the Second Successor Agent a Security Interest in and to certain of Grantor's Trademarks, including, without limitation, the trademarks listed in Schedule A and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, notice of which was recorded at the United States Patent and Trademark Office at Reel/Frames: 4458/0155; 4499/0438; 4527/0232; 4602/0121; 4648/0189; 3974/0988; and 3975/0836.

WHEREAS, the Second Successor Agent has agreed to terminate and release its security interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Second Successor Agent, for itself and on behalf of the lenders under the First Lien Credit Agreement, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Trademarks and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest and any other liens. The Second Successor Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest.

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**The Bank of New York Mellon, as Administrative Agent
and Collateral Agent**

By:  _____

Name: Melinda Valentine

Title: Vice President

Date: August 30, 2012

(Release of Security Interest in Trademarks)

**TRADEMARK
REEL: 004861 FRAME: 0387**

Schedule A

Trademarks

Trademarks listed at Reel 4277, Frame 0227:

Mark	Application Number	Application Date	Registration No.	Registration Date
FRAME A NAME	75687420	4/20/1999	2376273	8/8/2000
STICKER STUDIO	76427505	7/5/2002	2818156	2/24/2004
NOT TOO SHABBY	76545645	9/22/2003	3011839	11/1/2005
RETROACTIVE	76568002	12/31/2003	3004820	10/4/2005
FRAME A NAME	77023132	10/17/2006	3273881	8/7/2007
STUDIO 112	77078859	1/9/2007	3623439	5/19/2009
KURIO	77078867	1/9/2007	NONE	
K & COMPANY	77122476	3/5/2007	NONE	
K & COMPANY	77122505	3/5/2007	NONE	
K & COMPANY	77122526	3/5/2007	NONE	
K & COMPANY	77122548	3/5/2007	NONE	
K	77122612	3/5/2007	3991436	7/12/2011
K	77122621	3/5/2007	3991437	7/12/2011
K	77122636	3/5/2007	3991438	7/12/2011
K	77122649	3/5/2007	3991439	7/12/2011
DAISY HILL	78268254	6/27/2003	3124228	8/1/2006
MARCELLA	78350861	1/12/2004	3283475	8/21/2007
BEYOND POSTMARKS	78441306	6/25/2004	3080676	4/11/2006
GRAND ADHESIONS	78502881	10/20/2004	3089592	5/9/2006
PAPER PAVILION	78836701	3/14/2006	NONE	
TO GO	78839279	3/16/2006	3364011	1/1/2008

Trademarks listed at Reel 4458, Frame 0155:

Mark	Application Number	Application Date	Registration No.	Registration Date
CHIPBOX	77525788	7/18/2008	3652461	7/7/2009
CLEARLY YOURS	77525795	7/18/2008	3580130	2/24/2009
RE- MAKE	77843589	10/7/2009	3792906	5/25/2010
LIFE'S LITTLE OCCASIONS	77902960	12/30/2009	4010053	8/9/2011
FRAME A NAME	85057093	6/8/2010	3907841	1/18/2011
CONNECTED CRAFTS	85058062	6/9/2010	NONE	
FOR THE MOMENTS AND MUSINGS THAT STICK	85058077	6/9/2010	4099732	2/14/2012
SWEET NECTAR	85068606	6/22/2010	4046359	10/25/2011

Trademarks listed at Reel 4499, Frame 0438:

Mark	Application Number	Application Date	Registration No.	Registration Date
SMASHMARK	85162845	10/27/2010	NONE	
SMASHCLIPS	85162854	10/27/2010	NONE	
SMASHBANDS	85162859	10/27/2010	NONE	
SMASHTAPE	85162865	10/27/2010	NONE	
SMASHPAD	85163267	10/28/2010	NONE	
SMASHTABS	85163268	10/28/2010	NONE	
SMASHSTICKIES	85163275	10/28/2010	NONE	
SMASHSTAMP	85163278	10/28/2010	NONE	
SMASHCAPTIONS	85163280	10/28/2010	NONE	
SMASHSTICK	85163282	10/28/2010	NONE	
SMASHPOCKETS	85166952	11/2/2010	NONE	
CONNECTED CRAFTS	85178621	11/17/2010	NONE	
CONNECT-A-CRAFT	85178629	11/17/2010	NONE	
VISIONS OF CHRISTMAS	85178637	11/17/2010	NONE	
THEMED ON-THE-GO PAD FOR LIFES LISTS AND	85201990	12/20/2010	4103093	2/21/2012
SMASHJOURNAL	85218903	1/17/2011	NONE	

Trademarks listed at Reel 4527, Frame 0232:

Mark	Application Number	Application Date	Registration No.	Registration Date
PRESERVE YOUR MEMORIES. PRESERVE YOUR EA	85273261	3/22/2011	4028914	9/20/2011
SMASH	85276600	3/25/2011	NONE	

Trademarks listed at Reel 4602, Frame 0121:

Mark	Application Number	Application Date	Registration No.	Registration Date
TAG PAD	85324708	5/19/2011	NONE	
SMASH	85335240	6/1/2011	4147820	5/22/2012
SMASH INSERTS	85335991	6/2/2011	NONE	
MERRYWEATHER	85348143	6/16/2011	4162354	6/19/2012
BLOOMSCAPE	85355733	6/24/2011	NONE	
CARTE DIEM	85355758	6/24/2011	NONE	

Trademarks listed at Reel 4648, Frame 0189:

Mark	Application Number	Application Date	Registration No.	Registration Date
K K&COMPANY	85413824	9/2/2011	NONE	
K&COMPANY SMASH	85424772	9/16/2011	NONE	

Trademarks listed at Reel 3974, Frame 0988, and Reel 3975, Frame 0836:

Mark	Application Number	Application Date	Registration No.	Registration Date
CLEARLY YOURS	77525795	7/18/2008	3580130	2/24/2009