

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:	Dimensions Crafts LLC
Street Address:	2240 West 75th Street
City:	Woodridge
State/Country:	ILLINOIS
Postal Code:	60517
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1165529	INKADINKADO
Registration Number:	1187817	SUNSET
Registration Number:	1174296	SUNSET
Registration Number:	1194015	SUNSET
Registration Number:	1176272	SUNSET
Registration Number:	1214121	DIMENSIONS
Registration Number:	1496866	NO COUNT
Registration Number:	1536491	FROM THE HEART
Registration Number:	1521059	STITCHABLES
Registration Number:	1695412	LEARN-A-CRAFT
Registration Number:	1909361	FASHIONART
Registration Number:	2027935	FELTWORKS
Registration Number:	2086904	PERLER
Registration Number:	2114808	CHARTS & CHARMS

CH \$1365.00 1165529

TRADEMARK

Registration Number:	2272959	CREATIVE ACCENTS
Registration Number:	2421474	DAYDREAMS
Registration Number:	2718783	GALERIE VERNISSAGE
Registration Number:	3779863	PERSONAL IMPRESSIONS
Registration Number:	3030072	EXCELLENCE BY DESIGN DIMENSIONS
Registration Number:	2938873	LIFE'S LITTLE MEMORIES
Registration Number:	2907345	ME! ETC.
Registration Number:	3068971	THINGAMAJIGS
Registration Number:	2968985	CLEAR ON CLEAR
Registration Number:	3024789	CREATIVE ACCENTS
Registration Number:	3221392	PERLER BEADS
Registration Number:	3225905	CREATIVE ACCENTS
Registration Number:	3651936	LI'L TOTS
Registration Number:	3709728	FUNFUSION
Registration Number:	3973805	PERLER BEADS BIGGIE BEADS
Registration Number:	4057502	FELTWORKS FUN
Registration Number:	4028323	PERLER BEADS
Registration Number:	4066325	PENCIL WORKS
Registration Number:	4127957	THE GOLD COLLECTION
Registration Number:	4127958	THE GOLD COLLECTION PETITES
Registration Number:	4127959	HANDMADE EMBROIDERY KIT
Registration Number:	4194465	DIMENSIONS
Serial Number:	85197140	PRINTED LINENS
Serial Number:	85260114	BEAD HINGE MOTIONATORS MAKE YOUR PROJECTS MOVE
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:	85262991	QUAD MOTIONATORS
Serial Number:	85263000	MOTIONATOR TOOL
Serial Number:	85263006	PERLERIZE YOUR PICTURES
Serial Number:	85263010	PERLER BEADS SNAPSHOTS

Serial Number:	85269563	MOTIONATOR
Serial Number:	85357728	PERLER
Serial Number:	85391772	PERLER SNAPSHOTS
Serial Number:	85416773	PERLER BIGGIE BEADS
Serial Number:	85553288	STAMPINGGEAR
Serial Number:	85574165	BEAD 'N CARRY

CORRESPONDENCE DATA

Fax Number:

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:	09/25/2012

Total Attachments: 6

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

WHEREAS **Dimensions Crafts 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., EK Success Ltd., K & Company LLC, 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: 4458/0180; 4499/0698; 4527/0227; 4602/0170; 4648/0201; and 4760/0092.

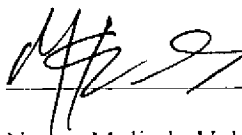
WHEREAS, the Second Successor Agent has agreed to terminate and release its security interest in all such Trademarks as herein provided.

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: 004865 FRAME: 0056

Schedule A

Trademarks

Trademarks listed at Reel 4277, Frame 0227:

Mark	Application Number	Application Date	Registration No.	Registration Date
INKADINKADO	73245055	1/3/1980	1165529	8/18/1981
SUNSET	73278206	9/16/1980	1187817	1/26/1982
SUNSET	73278207	9/16/1980	1174296	10/20/1981
SUNSET	73278208	9/16/1980	1194015	4/20/1982
SUNSET	73278209	9/16/1980	1176272	11/3/1981
DIMENSIONS	73333053	10/19/1981	1214121	10/26/1982
NO COUNT	73681607	8/31/1987	1496866	7/19/1988
FROM THE HEART	73689523	10/13/1987	1536491	4/25/1989
STITCHABLES	73727475	5/9/1988	1521059	1/17/1989
LEARN-A-CRAFT	74143815	3/4/1991	1695412	6/16/1992
FASHIONART	74432990	9/7/1993	1909361	8/1/1995
FELTWORKS	74711221	8/4/1995	2027935	12/31/1996
PERLER	75013434	10/23/1995	2086904	8/12/1997
CHARTS & CHARMS	75125651	6/26/1996	2114808	11/18/1997
CREATIVE ACCENTS	75364351	9/29/1997	2272959	8/24/1999
DAYDREAMS	75929889	2/28/2000	2421474	1/16/2001
GALERIE VERNISSAGE	76366271	1/31/2002	2718783	5/27/2003
PERSONAL IMPRESSIONS	77076102	1/4/2007	3779863	4/27/2010
EXCELLENCE BY DESIGN DIMENSIONS	78226323	3/17/2003	3030072	12/13/2005
LIFE'S LITTLE MEMORIES	78247922	5/9/2003	2938873	4/5/2005
ME! ETC.	78247926	5/9/2003	2907345	11/30/2004
THINGAMAJIGS	78262187	6/13/2003	3068971	3/14/2006
CLEAR ON CLEAR	78435459	6/15/2004	2968985	7/12/2005
CREATIVE ACCENTS	78450613	7/14/2004	3024789	12/6/2005
PERLER BEADS	78585434	3/11/2005	3221392	3/27/2007
CREATIVE ACCENTS	78677688	7/25/2005	3225905	4/3/2007

Trademarks listed at Reel 4458, Frame 0180:

Mark	Application Number	Application Date	Registration No.	Registration Date
LFL TOTS	77299450	10/9/2007	3651936	7/7/2009
FUNFUSION	77492607	6/6/2008	3709728	11/10/2009

Trademarks listed at Reel 4499, Frame 0698:

Mark	Application Number	Application Date	Registration No.	Registration Date
PERLER BEADS BIGGIE BEADS	85148102	10/8/2010	3973805	6/7/2011
FELTWORKS FUN	85161551	10/26/2010	4057502	11/15/2011
PRINTED LINENS	85197140	12/14/2010	NONE	
PERLER BEADS	85237485	2/9/2011	4028323	9/20/2011

Trademarks listed at Reel 4527, Frame 0227:

Mark	Application Number	Application Date	Registration No.	Registration Date
BEAD HINGE MOTIONATORS MAKE YOUR PROJECT	85260114	3/7/2011	NONE	
SINGLE MOTIONATORS	85262966	3/10/2011	NONE	
DOUBLE MOTIONATORS	85262975	3/10/2011	NONE	
PIVOT MOTIONATORS	85262979	3/10/2011	NONE	
MOTIONATOR STAND	85262983	3/10/2011	NONE	
SMALL POST MOTIONATORS	85262984	3/10/2011	NONE	
PEG MOTIONATORS	85262988	3/10/2011	NONE	
QUAD MOTIONATORS	85262991	3/10/2011	NONE	
MOTIONATOR TOOL	85263000	3/10/2011	NONE	
PERLERIZE YOUR PICTURES	85263006	3/10/2011	NONE	
PERLER BEADS SNAPSHOTS	85263010	3/10/2011	NONE	
PENCIL WORKS	85268103	3/16/2011	4066325	12/6/2011
MOTIONATOR	85269563	3/17/2011	NONE	
THE GOLD COLLECTION	85278248	3/28/2011	4127957	4/17/2012
THE GOLD COLLECTION PETITES	85278254	3/28/2011	4127958	4/17/2012
HANDMADE EMBROIDERY	85278263	3/28/2011	4127959	4/17/2012

Mark	Application Number	Application Date	Registration No.	Registration Date
KIT				

Trademarks listed at Reel 4602, Frame 0170:

Mark	Application Number	Application Date	Registration No.	Registration Date
PERLER	85357728	6/28/2011	NONE	

Trademarks listed at Reel 4648, Frame 0201:

Mark	Application Number	Application Date	Registration No.	Registration Date
PERLER SNAPSHOTS	85391772	8/8/2011	NONE	
PERLER BIGGIE BEADS	85416773	9/7/2011	NONE	

Trademarks listed at Reel 4760, Frame 0092:

Mark	Application Number	Application Date	Registration No.	Registration Date
DIMENSIONS	85514032	1/11/2012	4194465	8/21/2012
STAMPINGGEAR	85553288	2/27/2012	NONE	
BEAD 'N CARRY	85574165	3/20/2012	NONE	