

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THOSE CHARACTERS FROM CLEVELAND, INC.		08/09/2013	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERICAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 65**

Property Type	Number	Word Mark
Registration Number:	1271459	CARE BEARS
Registration Number:	1297507	BEDTIME BEAR
Registration Number:	1297506	BIRTHDAY BEAR
Registration Number:	2121749	HOLLY HOBBIE
Registration Number:	1564827	STRAWBERRY SHORTCAKE
Registration Number:	4062315	PLUM PUDDING
Registration Number:	3931764	PUPCAKE
Registration Number:	3926692	BERRYKIN
Registration Number:	4089654	PRETTY FREEKIN SCARY
Registration Number:	1198703	ORANGE BLOSSOM
Registration Number:	1201259	BLUEBERRY MUFFIN
Registration Number:	1297504	GRUMPY BEAR
Registration Number:	1294343	CARE BEARS

OP \$1640.00 1271459

Registration Number:	1780477	CARE BEARS
Registration Number:	1270509	CARE BEARS
Registration Number:	1285368	LOVE-A-LOT BEAR
Registration Number:	1285202	TENDERHEART BEAR
Registration Number:	1267116	STRAWBERRY SHORTCAKE
Registration Number:	926880	HOLLY HOBBIE
Registration Number:	1959123	STRAWBERRY SHORTCAKE
Registration Number:	1117262	STRAWBERRY SHORTCAKE
Registration Number:	1773296	CARE BEARS
Registration Number:	1010507	HOLLY HOBBIE
Registration Number:	1297503	CHEER BEAR
Registration Number:	1297505	GOOD LUCK BEAR
Registration Number:	1297508	WISH BEAR
Registration Number:	871354	HOLLY HOBBIE
Registration Number:	2309010	STRAWBERRY SHORTCAKE
Registration Number:	2759377	CUSTARD
Registration Number:	2640492	FUNSHINE BEAR
Registration Number:	2636552	FRIEND BEAR
Registration Number:	2901936	STRAWBERRY SHORTCAKE
Registration Number:	2716495	SHARE BEAR
Registration Number:	2925739	STRAWBERRY SHORTCAKE
Registration Number:	2887531	STRAWBERRY SHORTCAKE
Registration Number:	2803695	STRAWBERRY SHORTCAKE
Registration Number:	2856798	STRAWBERRY SHORTCAKE
Registration Number:	3171964	STRAWBERRY SHORTCAKE
Registration Number:	3538541	HOLLY HOBBIE
Registration Number:	3216265	LEMON MERINGUE
Registration Number:	3061171	LAUGH-A-LOT BEAR
Registration Number:	3294647	PERFECT PANDA
Registration Number:	348135	
Registration Number:	3336078	CARE BEARS
Registration Number:	3234825	TEA BLOSSOM
Registration Number:	3357270	LEMON ICE
Registration Number:	3234952	HUCKLEBERRY HASH
Registration Number:	3277103	CHERRY VANILLA

	3277102	BLUEBERRY SUNDAE
Registration Number:	3277100	MILKSHAKE
Registration Number:	3277099	BUTTER PECAN
Registration Number:	3286954	BONNET
Registration Number:	3286955	CHEDDAR
Registration Number:	3321101	CREPES SUZETTE
Registration Number:	3532578	MADBALLS
Registration Number:	3795128	MADBALLS
Registration Number:	3767824	CARE BEARS
Registration Number:	3775071	WATERMELON KISS
Registration Number:	3619736	OOPSY BEAR
Registration Number:	3477393	CANDY POPS
Registration Number:	3920022	MADBALLS
Registration Number:	4176397	CHERRY JAM
Registration Number:	3912353	HOLLY HOBBIE
Registration Number:	3912358	HOLLY HOBBIE
Registration Number:	4196032	STRAWBERRY SHORTCAKE

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR  
 Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	052248-0000
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	09/09/2013

**Total Attachments: 10**

source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page1.tif  
 source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page2.tif  
 source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page3.tif  
 source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page4.tif  
 source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page5.tif  
 source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page6.tif

**TRADEMARK**

source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page7.tif  
source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page8.tif  
source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page9.tif  
source=Project Century - Collateral Assignment of Trademarks - Those Characters From Cleveland Inc#page10.tif

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 9, 2013 (“Agreement”), between THOSE CHARACTERS FROM CLEVELAND, INC., an Ohio corporation (together with its successors and assigns, the “Assignor”), and PNC BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) Reference is made to that certain Collateral Assignment of Trademarks, dated as of April 4, 2006, made by the Assignor in favor of the Collateral Agent, as heretofore amended (as so amended, the “Existing Collateral Assignment of Trademarks”).

(2) This Agreement is made pursuant to the Credit Agreement, dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Century Merger Company, an Ohio corporation (“Merger Sub”, and upon consummation of the Closing Date Acquisition, American Greetings Corporation, an Ohio corporation, as successor by merger to Merger Sub) (together with its successors and assigns, the “Borrower”), Century Intermediate Holding Company, a Delaware corporation (“Holdings”), the Canadian borrowers from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), Bank of America, N.A., as global agent, and PNC Bank, National Association, as revolver agent and collateral agent for the Lenders.

(3) In connection with the Credit Agreement, the Assignor is a party to an Amended and Restated Pledge and Security Agreement, dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby (i) amends and restates in its entirety the Existing Collateral Assignment of Trademarks and (ii) covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (the “Trademark Collateral”):

(a) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(b) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(c) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(d) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(e) all registrations and recordings with respect to any of the foregoing;

(f) all reissues, extensions and renewals of any of the foregoing;

(g) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(h) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(i) all rights to sue for past, present or future infringements of any of the foregoing;

(j) all good will related to any of the foregoing;

(k) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(l) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no Trademark Collateral shall include any Excluded Assets.

3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

4. Amendment and Restatement; No Novation. The Existing Collateral Assignment of Trademarks is hereby amended and restated in its entirety as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens or security interests, under the Existing Collateral Assignment of Trademarks.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

THOSE CHARACTERS FROM CLEVELAND,  
INC.

By:   
Name: Gregory M. Steinberg  
Title: Treasurer


Signature page to Collateral Assignment of Trademarks

TRADEMARK  
REEL: 005107 FRAME: 0186



Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION, as Collateral  
Agent

By:   
Name: **Christian S. Brown**  
Title: **Senior Vice President**

[Signature Page to Collateral Assignment of Trademarks]

**TRADEMARK**  
**REEL: 005107 FRAME: 0187**

Schedule A  
to  
Collateral Assignment of Trademarks

See attached.

## THOSE CHARACTERS FROM CLEVELAND, INC.

### Trademarks

Mark	Reg. Owner	Application #	App. Date	Registration #	Reg. Date	TM_Class	TM_Status
CARE BEARS and design	THOSE CHARACTERS FROM CLEVELAND, INC.	73368136	6/7/1982	1271459	3/27/1984	28	Registered
BEDTIME BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398455	9/30/1982	1297507	9/25/1984	28	Registered
BIRTHDAY BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398455	9/30/1982	1297506	9/25/1984	28	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	75226201	1/16/1997	2121749	12/16/1997	21	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	73791750	4/7/1989	1564827	11/7/1989	28	Registered
PLUM PUDDING	THOSE CHARACTERS FROM CLEVELAND, INC.	85150709	10/12/2010	4062315	11/29/2011	28	Registered
PUPCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	77754998	6/9/2009	3931764	3/15/2011	28	Registered
BERRYKIN	THOSE CHARACTERS FROM CLEVELAND, INC.	77888891	12/8/2009	3926692	3/1/2011	28	Registered
PRETTY FREEKIN SCARY	THOSE CHARACTERS FROM CLEVELAND, INC.	85034550	5/10/2010	4089654	1/24/2012	41	Registered
ORANGE BLOSSOM	THOSE CHARACTERS FROM CLEVELAND, INC.	73307395	4/24/1981	1198703	6/22/1982	28	Registered
BLUEBERRY MUFFIN	THOSE CHARACTERS FROM CLEVELAND, INC.	244574	12/31/1979	1201259	7/13/1982	28	Registered
GRUMPY BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398445	9/30/1982	1297504	9/25/1984	28	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	73399521	10/1/1982	1294343	9/11/1984	28	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	74330849	11/13/1992	1780477	7/6/1993	30	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	73411237	1/27/1983	1270509	3/20/1984	16	Registered
LOVE-A-LOT BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398469	9/30/1982	1285368	7/10/1984	28	Registered
TENDERHEART BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398470	9/30/1982	1285202	7/10/1984	28	Registered

Mark	Reg. Owner	Application #	App. Date	Registration #	Reg. Date	TM Class	TM Status
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	73393580	9/29/1982	1267116	2/14/1984	16	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	72375798	11/12/1970	926880	1/11/1972	16	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	74062893	5/25/1990	1959123	2/27/1996	25	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	73178085	7/13/1978	1117262	5/1/1979	16	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	74062845	5/25/1990	1773296	5/25/1993	16, 25	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	73024879	6/21/1974	1010507	5/13/1975	28	Registered
CHEER BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398435	9/30/1982	1297503	9/25/1984	28	Registered
GOOD LUCK BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398453	9/30/1982	1297505	9/25/1984	28	Registered
WISH BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	73398468	9/30/1982	1297508	9/25/1984	28	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	72302378	7/10/1968	871354	6/17/1969	16	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	75/574758	10/21/1998	2309010	1/18/2000	25	Registered
CUSTARD	THOSE CHARACTERS FROM CLEVELAND, INC.	76/068560	6/12/2000	2759377	9/2/2003	28	Registered
FUNSHINE BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	76/093258	7/21/2000	2640492	10/22/2002	28	Registered
FRIEND BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	76/093257	7/21/2000	2636552	10/15/2002	28	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	76/209019	2/13/2001	2901936	11/9/2004	03	Registered
SHARE BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	76/342818	11/29/2001	2716495	5/13/2003	28	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/145689	7/19/2002	2925739	2/8/2005	09, 14, 18	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/145685	7/19/2002	2887531	9/21/2004	20, 21, 24	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/145693	7/19/2002	2803695	1/6/2004	28	Registered

Mark	Reg. Owner	Application #	App. Date	Registration #	Reg. Date	TM Class	TM Status
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78145692	7/19/2002	2856798	6/22/2004	16	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/145691	7/19/2002	3171964	11/14/2006	25, 26	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/364814	2/9/2004	3538541	11/25/2008	16, 18, 21, 28	Registered
LEMON MERINGUE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/398458	4/8/2004	3216265	3/6/2007	28	Registered
LAUGH-A-LOT BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	78/421620	5/19/2004	3061171	2/21/2006	28	Registered
PERFECT PANDA	THOSE CHARACTERS FROM CLEVELAND, INC.	78/428053	6/1/2004	3294647	9/18/2007	28	Registered
POLITE PANDA	THOSE CHARACTERS FROM CLEVELAND, INC.	78/428060	6/1/2004	348135	5/29/2007	28	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	78/563875	2/9/2005	3336078	11/13/2007	9	Registered
TEA BLOSSOM	THOSE CHARACTERS FROM CLEVELAND, INC.	78/627906	5/11/2005	3234825	4/24/2007	28	Registered
LEMON ICE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/653078	6/17/2005	3357270	12/18/2007	28	Registered
HUCKLEBERRY HASH	THOSE CHARACTERS FROM CLEVELAND, INC.	78/653080	6/17/2005	3234952	4/24/2007	28	Registered
CHERRY VANILLA	THOSE CHARACTERS FROM CLEVELAND, INC.	78/684900	8/3/2005	3277103	8/7/2007	28	Registered
BLUEBERRY SUNDAE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/684896	8/3/2005	3277102	8/7/2007		Registered
MILKSHAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/684885	8/3/2005	3277100	8/7/2007	28	Registered
BUTTER PECAN	THOSE CHARACTERS FROM CLEVELAND, INC.	78/684878	8/3/2005	3277099	8/7/2007	28	Registered
BONNET	THOSE CHARACTERS FROM CLEVELAND, INC.	78/712492	9/14/2005	3286954	8/28/2007	28	Registered
CHEDDAR	THOSE CHARACTERS FROM CLEVELAND, INC.	78/712495	9/14/2005	3286955	8/28/2007	28	Registered
CREPES SUZETTE	THOSE CHARACTERS FROM CLEVELAND, INC.	78/804337	2/1/2006	3321101	10/23/2007	28	Registered
MADBALLS	THOSE CHARACTERS FROM CLEVELAND, INC.	78/862332	4/15/2006	3532578	11/11/2008	28	Registered

Mark	Reg. Owner	Application #	App. Date	Registration #	Reg. Date	TM Class	TM Status
MADBALLS	THOSE CHARACTERS FROM CLEVELAND, INC.	78/913333	6/21/2006	3795128	5/25/2010	25	Registered
CARE BEARS	THOSE CHARACTERS FROM CLEVELAND, INC.	77/045766	11/16/2006	3767824	3/30/2010	18	Registered
WATERMELON KISS	THOSE CHARACTERS FROM CLEVELAND, INC.	77/036406	11/3/2006	3775071	4/13/2010	28	Registered
OOPSY BEAR	THOSE CHARACTERS FROM CLEVELAND, INC.	77/008870	9/27/2006	3619736	5/12/2009	28	Registered
CANDY POPS	THOSE CHARACTERS FROM CLEVELAND, INC.	77/106444	2/13/2007	3477393	7/29/2008		Registered
MADBALLS	THOSE CHARACTERS FROM CLEVELAND, INC.	77/170218	5/1/2007	3920022	2/15/2011	16	Registered
CHERRY JAM	THOSE CHARACTERS FROM CLEVELAND, INC.	85172806	11/9/2010	4176397	7/17/2012	28	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	77980931	10/10/2008	3912353	1/25/2011	9	Registered
HOLLY HOBBIE	THOSE CHARACTERS FROM CLEVELAND, INC.	77980955	10/10/2008	3912358	1/25/2011	41	Registered
STRAWBERRY SHORTCAKE	THOSE CHARACTERS FROM CLEVELAND, INC.	85976135	10/13/2010	4196032	8/21/2012	41	Registered