

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
AGCM, INC.		08/09/2013	CORPORATION: OHIO

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2604487	BEATGREETES
Registration Number:	2235248	E-GREETINGS
Registration Number:	2420488	E
Registration Number:	3819802	AGINTERACTIVE
Registration Number:	3015594	WEBSHOTS
Registration Number:	3017887	WEBSHOTS
Registration Number:	3015596	WEBSHOTS
Registration Number:	3015597	WEBSHOTS
Registration Number:	3015595	WEBSHOTS
Registration Number:	3015598	WEBSHOTS
Registration Number:	3623399	KIWEE
Registration Number:	3683514	KIWEE

CORRESPONDENCE DATA

900265657

**TRADEMARK**  
 REEL: 005109 FRAME: 0698

OP \$315.00 2604487

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: 7**

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AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 9, 2013 (“Agreement”), between AGCM, 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.

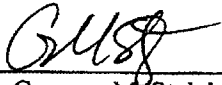
3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and 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.

AGCM, INC.

By:   
Name: Gregory M. Steinberg  
Title: Assistant Treasurer


Signature page to Collateral Assignment of Trademarks

TRADEMARK  
REEL: 005109 FRAME: 0703

2025 RELEASE UNDER E.O. 14176

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: 005109 FRAME: 0704**

Schedule A  
to  
Collateral Assignment of Trademarks

See attached.



**AGCM, Inc.**

**Trademarks**

<b>Mark</b>	<b>Reg. Owner</b>	<b>Application #</b>	<b>App. Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>TM Class</b>	<b>TM Status</b>
BEATGREETES	AGCM, Inc.	76/295354	8/6/2001	2604487	8/6/2002	38	Registered
E-GREETINGS	AGCM, Inc.	75/315994	6/27/1997	2235248	3/23/1999	35, 38	Registered
E and design	AGCM, Inc.	75/563790	10/5/1998	2420488	1/16/2001	35, 38, 42	Registered
AGINTERACTIVE	AGCM, Inc.	78/726669	10/5/2005	3819802	7/13/2010	9, 38, 41	Registered
WEBSHOTS	AGCM, Inc.	78/488859	9/23/2004	3015594	11/15/2005	9	Registered
WEBSHOTS	AGCM, Inc.	78/488867	9/23/2004	3017887	11/22/2005	38	Registered
WEBSHOTS	AGCM, Inc.	78/488869	9/23/2004	3015596	11/15/2005	40	Registered
WEBSHOTS	AGCM, Inc.	78/488871	9/23/2004	3015597	11/15/2005	41	Registered
WEBSHOTS	AGCM, Inc.	78/488863	9/23/2004	3015595	11/15/2005	35	Registered
WEBSHOTS	AGCM, Inc.	78/488874	9/23/2004	3015598	11/15/2005	42	Registered
KIWEE and Design (smile face)	AGCM, Inc.	77/047544	11/20/2006	3623399	5/19/2009	9, 41, 42	Registered
KIWEE	AGCM, Inc.	77047539	11/20/2006	3683514	9/15/2009	9, 41, 42	Registered