

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDSTORE, INC.		08/09/2013	CORPORATION: WASHINGTON
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3726818	PHOTOSTREAMER	
Registration Number:	3395388	PHOTOWORKS EMAIL-A-BOOK	
Registration Number:	3770053	CARDSTORE.COM	
Registration Number:	3793146	CARDSTORE.COM	
Registration Number:	3744594	CARDSTYLE	
Registration Number:	4269890	SEND A LITTLE YOU	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		

OP \$165.00 3726818

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 CARDSTORE, INC., a Washington 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.

CARDSTORE, INC.

By: _____




Name: Gregory M. Steinberg
Title: Assistant Treasurer

Signature page to Collateral Assignment of Trademarks

TRADEMARK
REEL: 005109 FRAME: 0783

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: 0784

Schedule A
to
Collateral Assignment of Trademarks

See attached.

Cardstore, Inc.

Trademarks

Mark	Reg. Owner	Application #	App. Date	Registration #	Reg. Date	TM Class	TM Status
PHOTOSTREAMER	Cardstore, Inc.	77/502137	6/19/2008	3726818	12/15/2009	9	Registered
PHOTOWORKS EMAIL- A-BOOK	Cardstore, Inc.	77013387		3395388	3/11/2008	38	Registered
CARDSTORE.COM and Design	Cardstore, Inc.	77682676	3/3/2009	3770053	4/6/2010	16, 35, 39, 40, 42	Registered
CARDSTORE.COM and Design	Cardstore, Inc.	77978475	3/3/2009	3793146	5/25/2010	35	Registered
CARDSTYLE	Cardstore, Inc.	77771347	6/30/2009	3744594	2/2/2010	41	Registered
SEND A LITTLE YOU with Envelope and Wing Design	Cardstore, Inc.	85977714	9/21/2011	4269890	1/1/2013	35	Registered