

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCWV ACQUISITION CORPORATION		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	580 WHITE PLAINS ROAD, SUITE 610		
City:	TARRYTOWN		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	3465183	BEAD BOUTIQUE	
Registration Number:	3506816	BEAD SHOP	
Registration Number:	3585409	BLUE MOON	
Registration Number:	3039005	BLUE MOON BEADS	
Registration Number:	3059867	BLUE MOON BEADS	
Registration Number:	3614310	BLUE MOON B E A D S	
Registration Number:	3222145	BLUE MOON BEADS SHOP	
Registration Number:	4172391	BLUE MOON JEWELRY	
Registration Number:	4267739	BLUE MOON JEWELRY	
Registration Number:	3714490	CARDSTOCK STACK	
Registration Number:	2987837	CREATIVITY INC.	
Registration Number:	3171161	CREATIVITY INC.	
Registration Number:	3480712	DCWV	
Registration Number:	4163530	DCWV	
Registration Number:	4191426	DCWV HOME	
Registration Number:	4156777	DCWV INK	
Registration Number:	4226704	DCWVDÉCOR	
Registration Number:	3445284	DIE CUTS WITH A VIEW	
Registration Number:	4277355	DOMESTIC BLISS DÉCOR	
TRADEMARK			

OP \$1190.00 3465183

Property Type	Number	Word Mark
Registration Number:	4077520	ESCRAP APP
Registration Number:	4272963	FASHION À LA CARTE
Registration Number:	4199769	LET US ACCESSORIZE YOUR LIFE!
Registration Number:	3714480	MAT STACK
Registration Number:	3714481	MAT STACKS
Registration Number:	4531902	MATCHMAKERS
Registration Number:	4023367	MY LIFE MY WALL
Registration Number:	4114369	MY LIFE MY WALL
Registration Number:	4060553	MY LIFE / MY WALL
Registration Number:	3649293	ONCE IN A BLUE MOON
Registration Number:	4023365	ONCE UPON A WALL
Registration Number:	4114368	ONCE UPON A WALL
Registration Number:	3714489	PAPER STACK
Registration Number:	3714488	PREMIUM STACK
Registration Number:	3714479	PREMIUM STACKS
Registration Number:	3453850	PRESSED PETALS
Registration Number:	3653517	SCRAPBOOK KIT IN A STACK
Registration Number:	4514456	SHORTCUTS
Registration Number:	3653209	STACK
Registration Number:	3688363	STACK
Registration Number:	4536150	STORY LOCKETS
Registration Number:	3714482	THE PAPER STACK
Registration Number:	4114059	THE STACK COMPANY
Serial Number:	86813436	CRAFT 60
Serial Number:	86952162	CREATING A LEGACY OF CRAFTING
Serial Number:	86390484	DIE CUTS WITH A VIEW
Serial Number:	86556803	EXPRESSIONS OF ME
Serial Number:	86721736	STACK

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F164280
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	07/14/2016

Total Attachments: 12

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**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

Title*	Application No.	Registration No.	Next Renewal Date	Owner
BEAD BOUTIQUE	77/069432	3465183	7/15/2018	DCWV Acquisition Corporation
BEAD SHOP	78/834808	3506816	9/23/2018	DCWV Acquisition Corporation
BLUE MOON	77/324656	3585409	3/10/2019	DCWV Acquisition Corporation
BLUE MOON BEADS	76/556348	3039005	1/10/2016	DCWV Acquisition Corporation
BLUE MOON BEADS	76/624699	3059867	2/21/2026	DCWV Acquisition Corporation
BLUE MOON BEADS	77/082410	3614310	5/5/2019	DCWV Acquisition Corporation
BLUE MOON BEADS SHOP	78/834798	3222145	3/27/2017	DCWV Acquisition Corporation
BLUE MOON JEWELRY	85/181061	4172391	7/10/2022	DCWV Acquisition Corporation
BLUE MOON JEWELRY	85/613248	4267739	1/1/2023	DCWV Acquisition Corporation
CARDSTOCK STACK	77/676084	3714490	11/24/2019	DCWV Acquisition Corporation
CREATIVITY INC.	76/537658	2987837	8/23/2015	DCWV Acquisition Corporation
CREATIVITY INC.	78/759681	3171161	11/14/2016	DCWV Acquisition Corporation
CRAFT 60	86/813436	N/A	N/A	DCWV Acquisition Corporation

Title*	Application No.	Registration No.	Next Renewal Date	Owner
CREATING A LEGACY OF CRAFTING	86/952162	N/A	N/A	DCWV Acquisition Corporation
DCWV	78/943527	3480712	8/5/2018	DCWV Acquisition Corporation
DCWV DESIGN LOGO	85/346736	4163530	6/26/2022	DCWV Acquisition Corporation
DCWV HOME	85/215284	4191426	8/14/2022	DCWV Acquisition Corporation
DCWV INK	85/337438	4156777	6/12/2022	DCWV Acquisition Corporation
DCWVDECOR	85/311992	4226704	10/16/2022	DCWV Acquisition Corporation
DIE CUTS WITH A VIEW	78/943534	3445284	6/10/2018	DCWV Acquisition Corporation
DIE CUTS WITH A VIEW	86/390484	N/A	N/A	DCWV Acquisition Corporation
DOMESTIC BLISS DECOR	85/977814	4277355	1/15/2023	DCWV Acquisition Corporation
ESCRAP APP	77/880282	4077520	12/27/2021	DCWV Acquisition Corporation
EXPRESSIONS OF ME	86/556803	N/A	N/A	DCWV Acquisition Corporation
FASHION A LA CARTE	85/378341	4272963	1/8/2023	DCWV Acquisition Corporation
LET US ACCESSORIZE YOUR LIFE!	85/356881	4199769	8/28/2022	DCWV Acquisition Corporation
MAT STACK	77/674525	3714480	11/24/2019	DCWV Acquisition Corporation
MAT STACKS	77/674529	3714481	11/24/2019	DCWV Acquisition Corporation
MATCHMAKERS	85/869162	4531902	5/20/2024	DCWV Acquisition Corporation

Title*	Application No.	Registration No.	Next Renewal Date	Owner
MY LIFE MY WALL	77/880274	4023367	9/6/2021	DCWV Acquisition Corporation
MY LIFE MY WALL	85/365227	4114369	3/20/2022	DCWV Acquisition Corporation
MY LIFE/MY WALL	77/880280	4060553	11/22/2021	DCWV Acquisition Corporation
ONCE IN A BLUE MOON	77/281470	3649293	7/7/2019	DCWV Acquisition Corporation
ONCE UPON A WALL	77/880238	4023365	9/6/2021	DCWV Acquisition Corporation
ONCE UPON A WALL	85/365220	4114368	3/20/2022	DCWV Acquisition Corporation
PAPER STACK	77/675744	3714489	11/24/2019	DCWV Acquisition Corporation
PREMIUM STACK	77/675717	3714488	11/24/2019	DCWV Acquisition Corporation
PREMIUM STACKS	77/674474	3714479	11/24/2019	DCWV Acquisition Corporation
PRESSED PETALS	78/943543	3453850	6/24/2018	DCWV Acquisition Corporation
SCRAPBOOK KIT IN A STACK	77/504165	3653517	7/14/2019	DCWV Acquisition Corporation
SHORTCUTS	86/060277	4514456	4/15/2024	DCWV Acquisition Corporation
STACK	77/415746	3653209	7/14/2019	DCWV Acquisition Corporation
STACK	77/562558	3688363	9/29/2019	DCWV Acquisition Corporation
STACK	86/721736	N/A	N/A	DCWV Acquisition Corporation
STORY LOCKETS	85/950641	4536150	5/27/2024	DCWV Acquisition Corporation

Title*	Application No.	Registration No.	Next Renewal Date	Owner
THE PAPER STACK	77/674550	3714482	11/24/2019	DCWV Acquisition Corporation
THE STACK COMPANY	85/290566	4114059	3/20/2022	DCWV Acquisition Corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "*Agreement*") made as of June 30, 2016, by DCWV Acquisition Corporation, a Delaware corporation ("*Grantor*"), in favor of ACF FINCO I LP, a Delaware limited partnership ("*Grantee*"), pursuant to (i) that certain Loan and Security Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Loan Agreement"), between Grantor and Grantee, and (ii) that certain Trademark Assignment and Security Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Trademark Assignment"), between Grantor and Grantee.

WHEREAS, pursuant to the Loan Agreement and the Trademark Assignment, the Grantor has granted in favor of the Grantee a security interest in certain Collateral and Trademark Collateral (as defined below), including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Loan Agreement and the Trademark Assignment. The Loan Agreement and the Trademark Assignment and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement or Trademark Assignment, as applicable. In the event of a conflict between the provisions of this Agreement and the Trademark Assignment, the Trademark Assignment shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Trademark Assignment of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter created, acquired or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A attached hereto; and

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark.

Notwithstanding the foregoing, "Trademark Collateral" shall not include, and any requirement to deliver, perfect or take any other action with respect to any Trademark Collateral referred to herein shall not extend to, any Excluded Property. The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Loan Agreement and the Trademark Assignment. The Loan Agreement and the Trademark Assignment (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their terms.

3. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

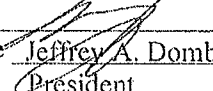
4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Release of Security Interests. The terms of Section 12 ("*Release of Security Interests*") of the Trademark Assignment are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DCWV ACQUISITION CORPORATION

By 
Name Jeffrey A. Dombcik
Its President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
as of the date first written above

ACF FINCO I LP

By Matthew Garmes
Name MATTHEW GARMES
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

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