

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E K SUCCESS LTD.		05/15/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Serial Number:	76457145	3D-DOTS	
Serial Number:	78581843	A TOUCH OF JOLEE'S	
Serial Number:	77716165	ALL THAT BLING	
Serial Number:	78951880	ART BLANCHE	
Serial Number:	74407602	ART WORX	
Serial Number:	78712227	BECAUSE YOU CARE	
Serial Number:	76461282	CHALKLETS	
Serial Number:	75801198	CIRCLE SCISSOR	
Serial Number:	85662569	CIRCLE SCISSOR PRO	
Serial Number:	76547187	COLOR BEE	
Serial Number:	76461279	CORNERADORNER	
Serial Number:	78773915	CURVY CUTTER	
Serial Number:	76353562	CUTTER BEE	
Serial Number:	78769817	CUTTERFLY	
Serial Number:	76419657	CUTTERPEDE	
Serial Number:	76547188	DOTTO	
Serial Number:	77616539	DREAM. MAKE. CELEBRATE.	
Serial Number:	85644573	EASY IMAGE	

CH \$1915.00 76457145

Property Type	Number	Word Mark
Serial Number:	78725428	EASY IMAGE
Serial Number:	77295113	EK SUCCESS
Serial Number:	77295109	EK SUCCESS
Serial Number:	77295105	EK SUCCESS
Serial Number:	78714729	EK SUCCESS
Serial Number:	85213773	EK TOOLS
Serial Number:	85213765	EK TOOLS
Serial Number:	85978665	EK TOOLS
Serial Number:	85697171	EK TOOLS
Serial Number:	85414065	EKSUCCESS BRANDS
Serial Number:	77607483	EKSUCCESS BRANDS
Serial Number:	76587163	EMBOSSIVES
Serial Number:	76515961	HONEY BEE
Serial Number:	85164397	INKADINKACLINGS RUBBER STAMPS THAT CLING
Serial Number:	76558677	INSCRIBLIO
Serial Number:	77402750	JOLEE'S
Serial Number:	76452649	JOLEE'S
Serial Number:	77908928	JOLEE'S
Serial Number:	77908950	JOLEE'S
Serial Number:	85644531	JOLEE'S BOUTIQUE
Serial Number:	76297063	JOLEE'S BOUTIQUE
Serial Number:	85370545	JOLEE'S BOUTIQUE
Serial Number:	76454154	JOLEE'S BY YOU
Serial Number:	77663101	JOLEE'S JEWELS
Serial Number:	77663160	JOLEE'S JEWELS
Serial Number:	77663090	JOLEE'S JEWELS
Serial Number:	77663082	JOLEE'S JEWELS
Serial Number:	78141959	JOLIE JEWELS
Serial Number:	85407368	KEEP AMERICA CRAFTING
Serial Number:	85979648	LALIBERI
Serial Number:	78721723	MAPLE LANE
Serial Number:	78721705	MAPLE LANE
Serial Number:	78721655	MAPLE LANE
Serial Number:	78721631	MAPLE LANE
Serial Number:	74728316	MAPLE LANE PRESS
Serial Number:	76438856	NOSTALGIQUES
Serial Number:	75766116	PAPER SHAPERS
Serial Number:	78599167	PEP RALLY

Property Type	Number	Word Mark
Serial Number:	76458222	PHRASE CAFE
Serial Number:	77474257	PRECIOUS FINDS
Serial Number:	77924901	PRINT YOUR OWN
Serial Number:	76573422	QUEEN BEE
Serial Number:	76326270	SCRAPBOOK DESIGN UNIVERSITY
Serial Number:	76610162	SELECTIVES
Serial Number:	77606880	SPOTTED CANARY
Serial Number:	85196188	
Serial Number:	85194960	SPOTTED CANARY SCHOOL
Serial Number:	76215290	STAMP-A-MA-JIG
Serial Number:	85757513	STICK IT TO ORDINARY
Serial Number:	76000738	STICKO
Serial Number:	85705224	STICKO FUNCTIONALITY
Serial Number:	85719423	STICKOFY
Serial Number:	85719425	STICKOFY UR LIFE
Serial Number:	76000134	STICKOPOTAMUS
Serial Number:	78647253	TITLE WAVES
Serial Number:	76454690	TWEEZER BEE
Serial Number:	76572723	VELLUM WRITER
Serial Number:	76309396	WHALE OF A PUNCH

CORRESPONDENCE DATA

Fax Number: 2128225096

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: 2125305096

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	05/16/2017

Total Attachments: 8

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First Lien Term Loan Trademark Security Agreement

First Lien Term Loan Trademark Security Agreement, dated as of May 15, 2017 (this, "Trademark Security Agreement"), by E K Success Ltd., (the "Pledgor"), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as collateral agent pursuant to the First Lien Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Term Loan Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement," capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of May 15, 2017, made by WILTON BRANDS LLC, a Delaware limited liability company, the other pledgors party thereto and the Collateral Agent in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Term Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the

Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

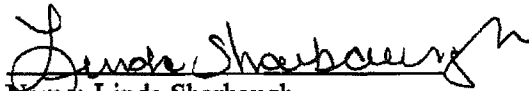
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

E K SUCCESS LTD.,
as Pledgor

By: 
Name: Linda Sharbaugh
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to First Lien Trademark Security Agreement (E K Success Ltd.)]

TRADEMARK
REEL: 006060 FRAME: 0007

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____

Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Applications and Registrations

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	3D-Dots	US	Registered	76/457145	10/9/2002	2832876	4/13/2004
EK Success Ltd.	A Touch of Jolee's	US	Registered	78581843	3/7/2005	3178256	11/28/2006
EK Success Ltd.	All that bling	US	Registered	77716165	4/17/2009	3829233	8/3/2010
EK Success Ltd.	Art Blanche	US	Registered	78/951880	8/14/2006	3433339	5/20/2008
EK Success Ltd.	Art Worx	US	Registered	74/407602	6/28/1993	1856731	10/4/1994
EK Success Ltd.	Because You Care	US	Registered	78/712227	9/13/2005	3432829	5/20/2008
EK Success Ltd.	Chalklets	US	Registered	76/461282	10/24/2002	2803454	1/6/2004
EK Success Ltd.	Circle Scissor	US	Registered	75/801198	9/16/1999	2670494	12/31/2002
EK Success Ltd.	Circle Scissor Pro	US	Registered	85662569	6/27/2012	2670494	7/23/2013
EK Success Ltd.	Color Bee	US	Registered	76/547187	9/26/2003	2972221	7/19/2005
EK Success Ltd.	Corner Adorner	US	Registered	76/461279	10/24/2002	2828446	3/30/2004
EK Success Ltd.	Curvy Cutter	US	Registered	78/773915	12/15/2005	3389960	2/26/2008
EK Success Ltd.	Cutter Bee	US	Registered	76/353562	12/28/2001	2744322	7/29/2003
EK Success Ltd.	Cutterfly	US	Registered	78/769817	12/8/2005	3341503	11/20/2007
EK Success Ltd.	Cutterpede	US	Registered	76/419657	6/12/2002	2900277	11/2/2004
EK Success Ltd.	Dotto	US	Registered	76/547188	9/26/2003	3009192	10/25/2005
EK Success Ltd.	Dream. Make. Celebrate	US	Registered	77/616539	11/18/2008	4115248	3/20/2012
EK Success Ltd.	Easy Image	US	Registered	85644573	6/6/2012	4913979	3/8/2016
EK Success Ltd.	Easy Image	US	Registered	78/725428	10/3/2005	3280758	8/14/2007

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	EK Success	US	Registered	77/295113	10/3/2007	3529988	11/11/2008
EK Success Ltd.	EK Success	US	Registered	77/295109	10/3/2007	3507468	9/30/2008
EK Success Ltd.	EK Success	US	Registered	77/295105	10/3/2007	3501054	9/16/2008
EK Success Ltd.	EK Success	US	Registered	78/714729	9/16/2005	3396017	3/11/2008
EK Success Ltd.	EK Tools	US	Registered	85213773	1/10/2011	4605746	9/16/2014
EK Success Ltd.	EK Tools	US	Registered	85213765	1/10/2011	4361762	7/2/2013
EK Success Ltd.	EK Tools	US	Registered	85/978665	1/10/2011	4348169	6/4/2013
EK Success Ltd.	EK Tools design	US	Registered	85697171	8/7/2012	4800034	8/25/2015
EK Success Ltd.	EK Success Brands	US	Registered	85414065	9/2/2011	4799934	8/25/2015
EK Success Ltd.	EK Success Brands	US	Registered	77/607483	11/5/2008	3934862	3/22/2011
EK Success Ltd.	Embossives	US	Registered	76/587163	4/16/2004	3002444	9/27/2005
EK Success Ltd.	Honey Bee	US	Registered	76/515961	5/21/2003	2971905	7/19/2005
EK Success Ltd.	InkaDinkaC lings Rubber Stamps that Cling	US	Registered	85164397	10/29/2010	4017179	8/23/2011
EK Success Ltd.	Inscriblio	US	Registered	76/558677	11/7/2003	2967940	7/12/2005
EK Success Ltd.	Jolee's	US	Registered	77/402750	2/21/2008	3680732	9/8/2009
EK Success Ltd.	Jolee's	US	Registered	76/452649	9/20/2002	2977071	7/26/2005
EK Success Ltd.	Jolee's	US	Registered	77908928	1/11/2010	4006935	8/2/2011
EK Success Ltd.	Jolee's	US	Registered	77908950	1/11/2010	3874846	11/9/2010
EK Success Ltd.	Jolee's Boutique	US	Pending	85644531	6/6/2012		
EK Success Ltd.	Jolee's Boutique	US	Registered	76/297063	8/8/2001	2583791	6/18/2002
EK Success Ltd.	Jolee's Boutique	US	Pending	85370545	7/13/2011		
EK Success Ltd.	Jolee's by You	US	Registered	76/454154	10/1/2002	2897772	10/26/2004

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	Jolee's Jewels	US	Registered	77663101	2/4/2009	4164862	6/26/2012
EK Success Ltd.	Jolee's Jewels	US	Registered	77663160	2/4/2009	3845982	9/7/2010
EK Success Ltd.	Jolee's Jewels	US	Registered	77663090	2/4/2009	3819289	7/13/2010
EK Success Ltd.	Jolee's Jewels	US	Registered	77663082	2/4/2009	3822740	7/20/2010
EK Success Ltd.	Jolie Jewels	US	Registered	78141959	7/8/2002	2758913	9/2/2003
EK Success Ltd.	Keep America Crafting	US	Pending	85407368	8/25/2011		
EK Success Ltd.	Laliberi	US	Registered	85979648	12/20/2010	4397886	9/3/2013
EK Success Ltd.	Maple Lane	US	Registered	78/721723	9/27/2005	3450956	6/17/2008
EK Success Ltd.	Maple Lane	US	Registered	78/721705	9/27/2005	3450955	6/17/2008
EK Success Ltd.	Maple Lane	US	Registered	78/721655	9/27/2005	3283740	8/21/2007
EK Success Ltd.	Maple Lane	US	Registered	78/721631	9/27/2005	3341359	11/20/2007
EK Success Ltd.	Maple Lane Press	US	Registered	74/728316	9/11/1995	2101969	9/30/1997
EK Success Ltd.	Nostalgiques	US	Registered	76/438856	8/7/2002	2897747	10/26/2004
EK Success Ltd.	Paper Shapers	US	Registered	75/766116	8/2/1999	2397552	10/24/2000
EK Success Ltd.	Pep Rally	US	Registered	78/599167	3/31/2005	3178353	11/28/2006
EK Success Ltd.	Phrase Café	US	Registered	76/458222	10/15/2002	2805648	1/13/2004
EK Success Ltd.	Precious Finds	US	Registered	77/474257	5/14/2008	3811439	6/29/2010
EK Success Ltd.	Print Your Own design	US	Registered	77/924901	2/1/2010	3952010	4/26/2011
EK Success Ltd.	Queen Bee	US	Registered	76/573422	1/29/2004	3029864	12/13/2005
EK Success Ltd.	Scrapbook Design University	US	Registered	76/326270	10/16/2001	2733542	7/1/2003
EK Success Ltd.	Selectives	US	Registered	76/610162	9/3/2004	3159504	10/17/2006
EK Success Ltd.	Spotted Canary	US	Registered	77/606880	11/4/2008	3732522	12/29/2009

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
EK Success Ltd.	Spotted Canary Bird Design (no hat)	US	Registered	85196188	12/13/2010	4084991	1/10/2012
EK Success Ltd.	Spotted Canary School	US	Registered	85194960	12/10/2010	4064659	11/29/2011
EK Success Ltd.	Stamp-A-Ma-Jig	US	Registered	76/215290	2/23/2001	2626395	9/24/2002
EK Success Ltd.	Stick It To Ordinary	US	Registered	85757513	10/18/2012	4649670	12/2/2014
EK Success Ltd.	Sticko	US	Registered	76/000738	3/15/2000	2431607	2/27/2001
EK Success Ltd.	Sticko Functionality	US	Registered	85705224	8/16/2012	4415875	10/8/2013
EK Success Ltd.	STICKOFY	US	Registered	85719423	9/4/2012	4415895	10/8/2013
EK Success Ltd.	Stickofy Ur Life	US	Registered	85719425	9/4/2012	4415896	10/8/2013
EK Success Ltd.	Stickopotamus	US	Registered	76/000134	3/15/2000	2410902	12/5/2000
EK Success Ltd.	Title Waves	US	Registered	78/647253	6/9/2005	3190143	12/26/2006
EK Success Ltd.	Tweezer Bee	US	Registered	76/454690	10/2/2002	2846007	5/25/2004
EK Success Ltd.	Vellum Writer	US	Registered	76/572723	1/29/2004	2993433	9/6/2005
EK Success Ltd.	Whale of a Punch	US	Registered	76/309396	9/4/2001	2698598	3/18/2003