

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K & Company LLC		05/15/2017	Limited Liability Company: DELAWARE
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: 35			
Property Type	Number	Word Mark	
Serial Number:	85115555	ABRIANNA	
Serial Number:	78441306	BEYOND POSTMARKS	
Serial Number:	86255980	CHALK IT NOW	
Serial Number:	77525788	CHIPBOX	
Serial Number:	77525795	CLEARLY YOURS	
Serial Number:	85092545	EDAMAME	
Serial Number:	85095489	ENGRAVED GARDEN	
Serial Number:	85058077	FOR THE MOMENTS AND MUSINGS THAT STICK	
Serial Number:	77023132	FRAME A NAME	
Serial Number:	85057093	FRAME A NAME	
Serial Number:	78502881	GRAND ADHESIONS	
Serial Number:	85092554	ISABELLA GRACE	
Serial Number:	77122612	K	
Serial Number:	77122621	K	
Serial Number:	77122636	K	
Serial Number:	77122649	K	
Serial Number:	85982376	K K&COMPANY	
Serial Number:	85413824	K K&COMPANY	
TRADEMARK			

CH \$890.00 85115555

Property Type	Number	Word Mark
Serial Number:	85424772	K&COMPANY SMASH
Serial Number:	77902960	LIFE'S LITTLE OCCASIONS
Serial Number:	85240194	LIVE IT UP, GLUE IT DOWN & SMASH IT IN.
Serial Number:	78350861	MARCELLA
Serial Number:	85348143	MERRYWEATHER
Serial Number:	86519966	MY FILL IN THE BLANK LIFE
Serial Number:	85901569	MY FILL IN THE BLANK LIFE
Serial Number:	85273261	PRESERVE YOUR MEMORIES. PRESERVE YOUR EA
Serial Number:	85335240	SMASH
Serial Number:	85276600	SMASH
Serial Number:	85095488	SMASH FOLIO
Serial Number:	85335991	SMASH INSERTS
Serial Number:	85621346	STUDIO 112
Serial Number:	77078859	STUDIO 112
Serial Number:	85068606	SWEET NECTAR
Serial Number:	85201990	THEMED ON-THE-GO PAD FOR LIFES LISTS AND
Serial Number:	78839279	TO GO

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: 7

source=HPS - K & Company - First Lien TL Trademark Security Agreement (Executed - May 15)#page1.tif
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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 K & Company LLC (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.

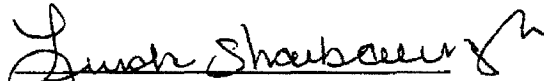
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

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,

K & COMPANY LLC,
as Pledgor

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


[Signature Page to First Lien Trademark Security Agreement (K & Company LLC)]

TRADEMARK
REEL: 006060 FRAME: 0017

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By:


Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement (K & Company LLC)]

TRADEMARK
REEL: 006060 FRAME: 0018

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications and Registrations:

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
K & Company LLC	Abrianna	US	Registered	85115555	8/25/2010	4046610	10/25/2011
K & Company LLC	Beyond Postmarks	US	Registered	78/441306	6/25/2004	3080676	4/11/2006
K & Company LLC	Chalk It Now	US	Pending	86255980	4/18/2014		
K & Company LLC	Chipbox	US	Registered	77/525788	7/18/2008	3652461	7/7/2009
K & Company LLC	Clearly Yours	US	Registered	77/525795	7/18/2008	3580130	2/24/2009
K & Company LLC	Edamame	US	Registered	85092545	7/26/2010	4154690	6/5/2012
K & Company LLC	Engraved Garden	US	Registered	85095489	7/29/2010	4154694	6/5/2012
K & Company LLC	For the Moments and Musings that Stick	US	Registered	85058077	6/9/2010	4099732	2/14/2012
K & Company LLC	Frame A Name	US	Registered	77/023132	10/7/2006	3273881	8/7/2007
K & Company LLC	Frame A Name	US	Registered	85057093	6/8/2010	3907841	1/18/2011
K & Company LLC	Grand Adhesions	US	Registered	78/502881	10/20/2004	3089592	5/9/2006
K & Company LLC	Isabella Grace	US	Registered	85092554	7/26/2010	4154691	6/5/2012
K & Company LLC	K design	US	Registered	77/122612	3/5/2007	3991436	7/12/2011

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
K & Company LLC	K design	US	Registered	77/122621	3/5/2007	3991437	7/12/2011
K & Company LLC	K design	US	Registered	77/122636	3/5/2007	3991438	7/12/2011
K & Company LLC	K design	US	Registered	77/122649	3/5/2007	3991439	7/12/2011
K & Company LLC	K K & Company Design	US	Registered	85982376	9/2/2011	4800213	8/25/2015
K & Company LLC	K K & Company logo	US	Pending	85413824	9/2/2011		
K & Company LLC	K & Company SMASH* design	US	Registered	85424772	9/16/2011	4459537	12/31/2013
K & Company LLC	Life's Little Occasions	US	Registered	77902960	12/30/2009	4010053	8/9/2011
K & Company LLC	Live it up, glue it down & smash it in.	US	Registered	85240194	2/11/2011	4165432	6/26/2012
K & Company LLC	Marcella	US	Registered	78/350861	1/12/2004	3283475	8/21/2007
K & Company LLC	Merryweather	US	Registered	85348143	6/16/2011	4162354	6/19/2012
K & Company LLC	MY FILL IN THE BLANK LIFE	US	Pending	86519966	1/30/2015		
K & Company LLC	My Fill In The Blank Life	US	Pending	85901569	4/11/2013		
K & Company LLC	Preserve Your Memories. Preserve Your Earth.	US	Registered	85273261	3/22/2011	4028914	9/20/2011
K & Company LLC	Smash	US	Registered	85335240	6/1/2011	4147820	5/22/2012
K & Company LLC	Smash	US	Pending	85276600	3/25/2011		
K & Company	Smash Folio	US	Registered	85095488	7/29/2010	4132559	4/24/2012

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
LLC							
K & Company LLC	Smash Inserts	US	Registered	85335991	6/2/2011	4272898	1/8/2013
K & Company LLC	Studio 112	US	Registered	85621346	5/10/2012	4377502	7/30/2013
K & Company LLC	Studio 112	US	Registered	77/078859	1/9/2007	3623439	5/19/2009
K & Company LLC	Sweet Nectar	US	Registered	85068606	6/22/2010	4046359	10/25/2011
K & Company LLC	Themed on-the-go pad for lifes lists and happenings	US	Registered	85201990	12/20/2010	4103093	2/21/2012
K & Company LLC	To Go	US	Registered	78/839279	3/16/2006	3364011	1/1/2008