FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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PATENT & TRADEMARK OFFICE

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents ... ed original documents or copy thereof.

1. Name of conveying party(ies):

Florists' Transworld Delivery, Inc.

10-2-01 Re

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Illinois banking
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: September 27, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Reedfax
Crystal Plaza One
Suite 1207
Internal Address: 2001 Jefferson Davis Hwy.
Arlington, Virginia 22202

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 131

7. Total fee (37 CFR 3.41).....$ 3,290.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/05/2001 GTBM11 00000141 74429231

01 FC:481 40.00 OP
02 FC:482 3250.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory T. Pealer — Name of Person Signing

Signature

September 27, 200 — Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT & TRADEMARK OFFICE

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
610000062	1-800-FTD-BLOOM	6/26/1995	74/694,187	1/14/1997	2,031,141	REGISTERED	38
610000206	1-800-SEND-FTD	8/27/1993	74/429,231	8/9/1994	1,848,732	REGISTERED	38
110004	1.877.SENDVNS	8/24/1999	75/782,712			PENDING	36,38,39
610000567	1800FTDFLOWERS.COM	8/11/2000	76/108,927			PENDING	39
610000346	A CUP OF TEA MAKES EVERYTHING BRIGHTER	10/22/1996	75/185,772	6/23/1998	2,168,430	REGISTERED	31
610000421	A WONDERFUL WAY TO MAKE IT A FRIENDLY DAY	6/6/1997	75/304,938	12/29/1998	2,215,404	REGISTERED	35
610000155	AUTUMN HARVEST	10/18/1995	75/007,524	12/3/1996	2,020,580	REGISTERED	31
610000571	AUTUMN SPLENDOR	10/20/2000	76/151,041			PENDING	31
110002	BASIC IS BETTER	9/7/1999	75/793,290			PENDING	36,38,39
610000499	BE A HERO	8/3/1999	75/767,038	5/22/2001	2,454,005	REGISTERED	35
610000338	BEAR ESSENTIALS	9/16/1996	75/166,539	10/13/1998	2,196,333	REGISTERED	31
9990598	BEARY HAPPY VALENTINE	7/7/1995	74/698,500	8/13/1996	1,993,078	REGISTERED	31
610000572	BEST BOSS	10/20/2000	76/151,040			PENDING	31
610000060	BEST SECRETARY	6/26/1995	74/694,180	7/23/1996	1,988,399	REGISTERED	31
610000205	BIG HUG	11/19/1991	74/223,214	9/1/1992	1,712,040	REGISTERED	31
610000285	BIG HUG	12/15/1978	73/197,039	2/24/1981	1,147,784	REGISTERED	31
610000573	BIRTHDAY ELEGANCE	11/3/2000	76/160,292			PENDING	31
610000300	BIRTHDAY PARTY	9/8/1975	62,460	5/25/1976	1,040,212	REGISTERED	31
610000059	BOO-QUET	1/15/1991	74/130,512	2/23/1993	1,754,588	REGISTERED	31
610000327	BUNDLE OF JOY	4/3/1991	74/153,616	10/20/1992	1,726,726	REGISTERED	31
610000517	BUNDLES OF JOY	4/30/1997	75/283,818	5/4/1999	2,242,418	REGISTERED	28
610000058	BUNNY BASKET	9/21/1993	74/438,531	1/17/1995	1,874,805	REGISTERED	31
610000056	CALICO ZOO	6/24/1994	74/542,088	12/31/1996	2,027,475	REGISTERED	16,20,21 28
610000552	CASH FLO & DESIGN	3/21/2000	76/006,211			ALLOWED	36
610000018	CHERISHED EXPRESSIONS	7/21/1995	74/708,653	4/29/1997	2,058,210	REGISTERED	31
610000055	CHICKEN SOUP	10/3/1989	73/829,160	6/12/1990	1,601,243	REGISTERED	31
9990500	CHRISTMAS TRADITIONS	12/14/2000	76/180,705			PENDING	31
610000548	DIRECTORY SERVICES FTD & DESIGN	3/21/2000	76/006,214			ALLOWED	16,42
610000471	DOLLARS & SCENTS	6/30/1998	75/511,222	5/9/2000	2,349,091	REGISTERED	36

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
610000151	ESPECIALLY FOR YOU!	3/23/1988	73/718,361	10/4/1988	1,507,234	REGISTERED	21
610000313	ESPECIALLY FOR YOU!	6/28/1996	75/126,966	6/23/1998	2,168,194	REGISTERED	31
610000291	FLORIST	7/21/1986	73/610,664	4/26/1988	1,486,082	REGISTERED	16
610000154	FLORISTS' TRANSWORLD DELIVERY	2/18/1988	73/711,904	2/7/1989	1,523,748	REGISTERED	35,a,42
610000114	FLOWERS AFTER HOURS	7/27/1990	74/082,434	6/9/1992	1,693,488	REGISTERED	35
9990523	FOL	1/26/2001	76/200,104			PENDING	42
610000422	FRIENDS 'N SUCH	6/6/1997	75/304,939	5/4/1999	2,243,531	REGISTERED	31
9990489	FTD	9/7/1999	75/793,297	9/12/2000	2,385,454	REGISTERED	35
610000052	FTD	5/1/1989	73/796,730	1/9/1990	1,576,429	REGISTERED	21,22,25 38,42
610000152	FTD	2/4/1966	238,070	2/20/1968	844,748	REGISTERED	35
610000321	FTD	12/19/1977	73/146,031	12/12/1978	1,108,614	REGISTERED	16
9990545	FTD CONNECTIONS	5/2/2001	76/249,947			PENDING	42
9990546	FTD EXCLUSIVES COLLECTION	5/2/2001	76/249,689			PENDING	35
610000054	FTD EXPRESSIONS COLLECTION	6/26/1995	74/694,193	2/4/1997	2,036,191	REGISTERED	35
610000535	FTD FAMILY	1/7/2000	75/892,685	4/10/2001	2,442,418	REGISTERED	16
610000153	FTD FAMILY	1/29/1988	73/708,270	9/13/1988	1,503,884	REGISTERED	16
9990498	FTD FLORIST'S BULLETIN BOARD	12/29/2000	76/188,280			PENDING	35
610000555	FTD FLOWERS AFTER HOURS & DESIGN	3/21/2000	76/006,207	5/1/2001	2,447,791	REGISTERED	35
610000549	FTD FRESHFLOWERS & DESIGN	3/21/2000	76/006,215			ALLOWED	35
610000051	FTD FRIENDSHIP BOUQUET	6/26/1995	74/694,188	5/13/1997	2,062,053	REGISTERED	31
9990560	FTD IN BLOOM	5/8/2000	76/043,091			ALLOWED	16
610000353	FTD INTERNET	10/22/1996	75/185,738	1/19/1999	2,219,418	REGISTERED	42
9990579	FTD LOGO	8/15/2000	76/109,308			PENDING	16,35,36 38,39,42
610000193	FTD MARKETPLACE	5/17/1991	74/167,562	3/17/1992	1,679,759	REGISTERED	42
9990497 35	FTD MEMBER SERVICES & DESIGN		12/29/2000			76/188,279	PENDING
610000551	FTD MERCURY TECHNOLOGY & DESIGN	3/21/2000	76/006,210			PENDING	9,35,36 38,42
610000355	FTD ONLINE	10/22/1996	75/185,741	5/25/1999	2,248,021	REGISTERED	35
610000150	FTD ROMANCE BOUQUET	9/26/1995	74/736,442	7/15/1997	2,080,013	REGISTERED	31
610000310	FTD SUNBURST	5/3/1996	75/098,294	8/30/1998	2,170,061	REGISTERED	31
610000520	FTD.COM	10/12/1999	75/820,658	11/14/2000	2,403,957	REGISTERED	36,38,39
9990527	FTD.COM GIFTSELECT	2/2/2001	76/203,999			PENDING	35

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
610000521	FTD.COM LOGO	10/20/1999	75/827,340	5/8/2001	2,450,168	REGISTERED	36,38,39
610000528	FTD.COM LOGO (COLOR)	11/2/1999	75/838,172	5/29/2001	2,456,393	REGISTERED	36,38,39
610000484	FTDA	1/15/1999	75/621,561	3/7/2000	2,325,994	REGISTERED	42
610000050	FUN IN THE SUN	10/23/1992	74/324,864	8/16/1994	1,850,397	REGISTERED	31
610000335	GARDEN PUPPETS	9/16/1996	75/166,812	6/23/1998	2,168,340	REGISTERED	31
610000488	GIFT CREATIONS BY FTD	5/26/1999	75/716,124	9/12/2000	2,386,578	REGISTERED	35
610000550 35	GIFT CREATIONS BY FTD & DESIGN		3/21/2000			76/006,212	ALLOWED
610000323	GOOD NEIGHBOR DAY	7/15/1996	75/134,299	4/22/1997	2,055,537	REGISTERED	42
610000348	HAPPY BUGDAY	10/22/1996	75/185,739	11/17/1998	2,204,349	REGISTERED	31
610000347	HEARD YOU CAUGHT A BUG	10/22/1996	75/185,740	11/17/1998	2,204,350	REGISTERED	31
610000004	HEARTS & FLOWERS	7/14/1995	74/702,372	2/11/1997	2,037,880	REGISTERED	31
610000382	HOLIDAY CELEBRATIONS	4/7/1997	75/270,138	8/4/1998	2,179,618	REGISTERED	31
610000557	HUGS TO GO	4/10/2000	76/022,334			ALLOWED	28
610000570	INSPIRED LIVING FOR EVERYDAY	9/26/2000	76/135,516			PENDING	16
610000554 35	INTERNATIONAL RETRANS BY FTD & DESIGN		3/21/2000			76/006,209	ALLOWED
9990583	IOS BRANDS CORPORATION & DESIGN	5/8/2000	76/043,092			PENDING	9,16,35 36,38,42
610000333	IRIS DESIGN	9/5/1996	75/161,459	7/14/1998	2,173,656	REGISTERED	35
610000021	IT'S TIME TO CELEBRATE	4/5/1999	75/674,696	10/31/2000	2,400,929	REGISTERED	31
610000073	JOY OF SPRING	6/26/1995	74/694,189	8/13/1996	1,993,034	REGISTERED	31
610000012	LANGUAGE OF THE HEART	5/30/1995	74/681,859	4/15/1997	2,053,380	REGISTERED	35
610000072	LOVING THOUGHTS	6/26/1995	74/694,192	7/23/1996	1,988,401	REGISTERED	31
610000426	MAP IT	3/23/1998	75/454,749	5/18/1999	2,246,011	REGISTERED	9
610000157	MERCURY	1/29/1988	73/708,271	9/6/1988	1,503,001	REGISTERED	16,35,42
610000385	MERCURY	12/9/1996	75/210,036	5/2/2000	2,346,281	REGISTERED	9
610000408	MERCURY	6/6/1997	75/304,956	3/27/2001	2,437,785	REGISTERED	38
610000580	MERCURY ADVANTAGE	11/27/2000	76/171,827			PENDING	9
610000070	MERCURY CONNECT	12/28/1993	74/482,555	10/31/1995	1,930,668	REGISTERED	9
9990572	MERCURY DIRECT	1/9/2000	75/894,192			PENDING	38
610000530	MERCURY FIGURE	12/6/1996	75/209,464	10/6/1998	2,194,180	REGISTERED	38
610000362	MERCURY MAIL	11/12/1996	75/196,676	2/1/2000	2,314,841	REGISTERED	42
9990565	MERCURY MAN EMBLEM	1/8/1998	75/415,216	6/1/1999	2,249,174	REGISTERED	14,16,18 21

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
9990118	MERCURY MAN EMBLEM	8/25/1995	74/720,920	1/20/1998	2,130,968	REGISTERED	6,8,16 20,21,25 28,35,38 41,42,14 18,36,39
9990117	MERCURY MAN EMBLEM	8/25/1995	74/720,919	4/15/1997	2,053,519	REGISTERED	31,42
9990292	MERCURY MAN EMBLEM	12/13/1995	75/032,103	5/12/1998	2,157,241	REGISTERED	8,16,20 21,25,35 38,41,42 14,36,39
9990486	MERCURY MAN EMBLEM	2/9/1999	75/639,639			ALLOWED	38
610000102	MERCURY MAN EMBLEM	5/7/1980	73/261,130	2/8/1983	1,226,443	REGISTERED	6,16,22 25,26,27
610000181	MERCURY MAN EMBLEM	6/9/1980	73/265,622	3/15/1983	1,231,300	REGISTERED	35
610000251	MERCURY MAN EMBLEM	10/23/1991	74/214,796	11/3/1992	1,729,683	REGISTERED	31,42
610000320	MERCURY MAN EMBLEM	1/21/1966	73/236,983	12/27/1966	821,318	REGISTERED	42
610000069 35,42	MERCURY MAN EMBLEM SQUARE DESIGN		10/24/1989	73/833,608	6/19/1990	1,602,751	REGISTERED
610000284	MERCURY MAN IN BOX DESIGN	6/23/1978	73/175,705	12/2/1980	1,142,116	REGISTERED	38
610000318	MERCURY NETWORK	6/23/1978	73/175,708	4/3/1979	1,116,187	REGISTERED	38
610000519	MERCURY WINGS	10/8/1999	75/818,921			PENDING	9,16,35 38,42
610000017	MERCURY WINGS & DESIGN	10/20/1998	75/574,244			PENDING	16,35,38 9,42
610000553	MERCURYDIRECT & DESIGN	3/21/2000	76/006,208			PENDING	38
610000518	NOBODY TURNS FEELINGS INTO FLOWERS FASTER	9/20/1999	75/803,486			ALLOWED	35
610000067	OUR HANDS MOVE HEARTS	8/2/1994	74/556,465	4/16/1996	1,967,777	REGISTERED	42
610000113	PERFECT PRESCRIPTION	7/21/1986	73/610,433	3/8/1988	1,479,854	REGISTERED	31
610000322	PICK-ME-UP	5/19/1978	73/171,015	6/17/1980	1,136,957	REGISTERED	31
610000340	PUZZLE FUN	9/16/1996	75/166,811	4/3/2001	2,439,731	REGISTERED	31
610000014	REMEMBRANCE BOUQUET	1/14/1974	73/010,814	5/27/1975	1,011,660	REGISTERED	31
610000013	REMEMBRANCE COLLECTION	5/30/1985	74/681,862	6/18/1996	1,980,949	REGISTERED	31
610000159	RETRANS	6/1/1982	73/367,314	3/6/1984	1,269,424	REGISTERED	35
610000384	SOLUTIONS FOR FLORAL PROFESSIONALS	2/20/1996	75/059,698	3/18/1997	2,045,779	REGISTERED	42
610000001	SPRING GARDEN	7/14/1995	74/702,378	3/11/1997	2,044,937	REGISTERED	31
610000312	STAY IN TOUCH	6/28/1996	75/126,963	8/4/1998	2,179,115	REGISTERED	31
610000339	SWEET DREAMS	9/16/1996	75/166,673	7/14/1998	2,173,677	REGISTERED	31
610000356	SWEET DREAMS	11/5/1996	75/193,339	7/7/1998	2,171,870	REGISTERED	21
610000065	SWEET SURPRISE	9/16/1993	74/436,242	4/4/1995	1,888,010	REGISTERED	31
610000336	TEA FOR TWO	9/16/1996	75/166,450	6/2/1998	2,162,738	REGISTERED	31

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
610000207	THANKS A BUNCH	4/6/1993	74/375,967	2/22/1994	1,823,059	REGISTERED	31
9990499	TOUCH OF SPRING	12/14/2000	76/180,706			PENDING	31
610000244	TRUE FRIENDS	12/1/1995	75/026,945	6/9/1998	2,164,350	REGISTERED	31
610000495	VALUE NETWORK SERVICE	7/13/1999	75/751,918			PENDING	9,16,21 25,35,36 39,42
110011	VALUE NETWORK SERVICE	12/29/2000	76/188,322			PENDING	36
610000496	VNS	7/13/1999	75/751,917			PENDING	9,16,21 25,35,36 38,39,42
110007	VNS & DESIGN	3/7/2000	75/937,277			PENDING	39,36,38
610000006	WE GET IT RIGHT	9/7/1993	74/432,513	8/8/1995	1,910,796	REGISTERED	35
610000563	WORLD CLASS BEARS	6/7/2000	76/065,100			PENDING	28,35
610000583	WORLD CLASS BEARS BY FTD & DESIGN	12/11/2000	76/179,105			PENDING	28
610000470	ZAP IT	3/23/1998	75/454,746	5/4/1999	2,242,784	REGISTERED	9

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PATENT & TRADEMARK OFFICE

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2001, Florists' Transworld Delivery, Inc., a Michigan corporation (*"Debtor"*) with its principal place of business and mailing address at 3113 Woodcreek Drive, Downers Grove, Illinois 60515, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation (*"HTSB"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLORISTS' TRANSWORLD DELIVERY, INC.

By _____
Name: Jon R. Burney
Title: Vice President & Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name: KIRBY M. LAW
Title: VICE PRESIDENT

TRADEMARK
REEL: 002418 FRAME: 0755

STATE OF Illinois)
) SS
COUNTY OF DuPage)

I, Jeanne Koester a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jon R. Burney, V.P. & Secretary of Florists' Transworld Delivery, Inc., a Michigan corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of September, 2001.

(NOTARIAL SEAL)

OFFICIAL SEAL
JEANNE KOESTER
Notary Public, State of Illinois
My Commission Expires March 1, 2005

Jeanne Koester
Notary Public

Jeanne Koester
(Type or Print Name)

My Commission Expires:

3/1/05

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kirby M. Law, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of September, 2001.

(NOTARIAL SEAL) OFFICIAL SEAL
NANCY J SKODA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 2,2004

Nancy J Skoda
Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires: Nov. 2, 2004

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PATENT & TRADEMARK OFFICE

COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

None

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None