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RE( Form PTO-1594

03-02-2005



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)  Tab settings	
To the Honorable Commissioner of Patents and Trademarks:	950660 Please record the attached onginal documents or copy thereof.
1. Name of conveying party(ies): Douglas Publications, LLC	Name and address of receiving party(ies)     Name: Commerce Bank, N.A.     Internal
Individual(s)  General Partnership  Corporation-State  Other  VA Limited Liability Co.	Address:
Additional name(s) of conveying party(ies) attached?  Yes No  3. Nature of conveyance:   Assignment	Association General Partnership Limited Partnership Corporation-State Other Bank
Other Execution Date: 01/19/2005	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  see attached  Additional number(s) at	B. Trademark Registration No.(s)  see attached  tached Yes No
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Amy Lee Brady	6. Total number of applications and registrations involved:
Internal Address: CSC	7. Total fee (37 CFR 3.41)\$\frac{790.00}{\text{\$\subset}}\$ Enclosed  \text{\$\subset\$ Authorized to be charged to deposit account}
Street Address: 80 State Street, 6th floor	8. Deposit account number:
City: Albany State: NY Zip: 12207	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.  To the best of my knowledge and belief, the foregoing inform copy of the original document.  Amy Lee Brady	nation of true and correct and any attached copy is a true  02/24/2005  ignature  Date

03/02/2005 JJALLAH2 00000001 1822422

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

01 FC:8521 02 FC:8522

40.00 DP 750.00 DP

# Schedule A to Trademark Security Agreement

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	FILING DATE
Communications Briefings	1822422	USA	10-05-92
Managers Edge	2231138	USA	02-03-97
The Competitive Advantage	1400295	USA 🚖	11-18-85
Team Management Briefings	1832536	UŜA	07-07-93
American Speaker	1993099	USA	07-11-95
Leadership Strategies	2202399	USA	10-21-97
The Organized Executive	2190962	USA	09-02-97
Trend Letter	2045442	USA	07-11-95
Office Hours	2385297	USA	06-21-99
Hiring the Best	78470927	USA	08-20-04
Success Workshop	2031332	USA	04-13-92
American Painting Contractor	772,860	USA	07-07-64
Association Meeting & Event Planners	2,841,925	USA	05-11-04
Compliance Magazine	2356532	USA	. 06-13-00
Corporate Meeting Planners	2,846,975	USA	05-25-04
Facility Care	2,837,945	USA	05-04-04
Flooring Magazine	2,905,593	USA	11-30-04
Gift, Housewares & Home Textiles Buyers	78,541,203	USA	1-03-05
Hospital Phone Book	2,846,976	USA	05-25-04
Human Capital	2,745,399	USA	07-29-03
Lifting & Transportation International	2,878,456	USA	08-31-04
Mass Merchandisers of Off-Price Apparel Buyers	2,841,926	USA	05-11-04
Medical Meeting & Event Planners	78,528,089	USA	12-07-04
Men's & Boys' Wear Buyers	78,541,171	USA	01-03-05
Premium Incentive & Travel Buyers	2,841,927	USA	05-11-04
Robotic World (stylized)	1,404,010	USA	08-05-86
Robotic World (words)	1,404,013	USA	08-05-86
Sales and Marketing Strategies & News	78,540,929	USA	01-03-05
The Salesman's Guide	2,846,977	USA	05-25-04

108275.01196/11390235v3

APPLICATION OR

TRADEMARK REGISTRATION NO. COUNTRY

OUNTRY FILING DATE

SG 2,880,781 Women's and Children's Wear 2,841,928

2,880,781 USA 09-07-04 2,841,928 USA 05-11-04

Buyers

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 19th day of January, 2005, by **DOUGLAS PUBLICATIONS, LLC**, a Virginia limited liability company having a mailing address of 2807 N. Parham Road, Suite 200, Richmond, Virginia 23294 ("Borrower") and delivered to COMMERCE BANK, N.A. having a mailing address of 1701 Route 70 East, Cherry Hill, New Jersey ("Lender").

#### **BACKGROUND**

- A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.
- B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").
- C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document i dentifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.
- 2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full.
  - 3. Borrower represents, warrants and covenants to Lender that:
- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

- (b) All of the Trademarks (other than any application for the registration thereof which have been filed) are registered, valid and enforceable;
- (c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;
- (d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;
- (f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and
- (g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

#### 4. Borrower further covenants that:

- (a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.
- (b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."
- 5. So long as (a) this Agreement is in effect and (b) Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.
- 6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

- Anything herein contained to the contrary notwithstanding, if and while an Event of 7. Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in the jurisdiction set forth in Section 9.1 of the Loan Agreement, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.
- 8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.
- 9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.
- 10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.
- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this A greement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the highest applicable rate prescribed in the Loan Agreement.
- 12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender.

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- 13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.
- 14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.
- 15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.
- 16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.
- 17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 9.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.
- 19. Borrower agrees to the jurisdiction of the state and federal courts of the jurisdiction set forth in Section 9.18 of the Loan Agreement and to service by certified mail, return receipt requested at the address of the Borrower so long as Lender simultaneously serves by mail Borrower's registered agent and Borrower's counsel at the address listed in Section 9.18 of the Loan Agreement.
- 20. Borrower (and Lender by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal extension, a mendment, modification, restructure, forbearance, w orkout, or enforcement of the transactions contemplated by the Loan Documents.

**[SIGNATURES ON NEXT PAGE]** 

4

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrower:

**DOUGLAS PUBLICATIONS, LLC** 

Name: Title:

(Corporate Seal)

Address:

2807 N. Parham Road, Suite 200 Richmond, Virginia 23294

**ISIGNATURES CONTINUE ON THE FOLLOWING PAGE** 

[Signature Page to Tradernark Security Agreement]

Approved and Accepted:

COMMERCE BANK, N.A. Share:

Name:

Title:

VP

[Signature Page to Trademark Security Agreement] S-2

### CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA STATE OF STATE OF COUNTY OF WIONISOMELY

:SS

On this 19 day of <u>Jal</u>, 2005, before me personally appeared <u>HAN M. Deucins</u> to me known and being duly sworn, deposes and says that he/she is an Authorized Person of Douglas Publications, LLC, the company described in the foregoing Agreement; that he/she knows the seal of the company; that the seal so affixed to the Agreement is such company seal; that he/she signed the agreement and affixed the seal of the company thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Sandmi Cluve
Notary Public
My Commission Expires: 8/1/05

[Notary Page to Trademark Security Agreement] S-3

CORPORATE ACKNOWLEDGMENT	
UNITED STATES OF AMERICA STATE OF CAMOSIV  On this 9 day of TAV, 200 Thefore me personally appeared Heart of Commerce Bank, to me known and being duly sworn, deposes and says that he/she is of Commerce Bank, N.A., the banking association described in the foregoing Agreement; that he/she signed the agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such banking association; and he/she desires the same to be recorded as such.	
Notary Public  Notary Public  State of New Aursey  My Commission & space 1.1(a) 22, 2009	
[Notary Page to Trademark Security Agreement] S-4	

# Schedule A to Trademark Security Agreement

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	FILING DATE
Communications Briefings	1822422	USA	10-05-92
Managers Edge	2231138	USA	02-03-97
The Competitive Advantage	1400295	USA	11-18-85
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Hiring the Best	78470927	USA	08-20-04
Success Workshop	2031332	USA	04-13-92
American Painting Contractor	772,860	USA	07-07-64
Association Meeting & Event Planners	2,841,925	USA	05-11-04
Compliance Magazine	2356532	USA	06-13-00
Corporate Meeting Planners	2,846,975	USA	05-25-04
Facility Care	2,837,945	USA	05-04-04
Flooring Magazine	2,905,593	USA	11-30-04
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Human Capital	2,745,399	USA	07-29-03
Lifting & Transportation International	2,878,456	USA	08-31-04
Mass Merchandisers of Off-Price Apparel Buyers	2,841,926	USA	05-11-04
Medical Meeting & Event Planners	78,528,089	USA	12-07-04
Men's & Boys' Wear Buyers	78,541,171	USA	01-03-05
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Robotic World (words)	1,404,013	USA	08-05-86
Sales and Marketing Strategies & News	78,540,929	USA	01-03-05
The Salesman's Guide	2,846,977	USA	05-25-04

108275.01196/11390235v3

APPLICATION OR

REGISTRATION NO.

**COUNTRY** 

**FILING DATE** 

SG

Women's and Children's Wear

**TRADEMARK** 

2,880,781

2,841,928

USA

USA

09-07-04

05-11-04

# **Exhibit 1 to Trademark Security Agreement**

### TRADEMARK ASSIGNMENT

the registered owner of the United States trademarl	ks, tradenames and registrations listed on Schedule "A" ademarks"), which are registered in the United States
	Grantee") having a place of business at irous of acquiring the Trademarks;
acknowledged, and intending to be legally bound har transfer, assign and set over unto Grantee, its suc	aluable consideration, receipt of which is hereby nereby, Grantor, its successors and assigns, does hereby necessors, transferees and assigns, all of its present and ademarks and all proceeds thereof and all goodwill
IN WITNESS WHEREOF, the undersign executed as of the day of, 200	gned has caused this Trademark Assignment to be
	DOUGLAS PUBLICATIONS, LLC
Witness:	By: As Attorney in-fact

### CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA	•
STATE OF	: SS
COUNTY OF	:
On this the day of	, 200 before me a Notary Public for the said County
and State, personally appeared	known to me or satisfactorily proven
to me to be attorney-in-fact on behal	known to me or satisfactorily proven of Douglas Publications, LLC ("Grantor"), and he/she
acknowledged to me that he/she executed as the act and deed of Grantor for the purp	the foregoing Trademark Assignment on behalf of Grantor, and
IN WITNESS WHEREOF, I here	unto set my hand and official seal.
	(Individual Notary)
	My Commission Expires:

## SCHEDULE A TO TRADEMARK ASSIGNMENT

TRADEMARKS
DATE

APPLICATION/
REGISTRATION NO. COUNTRY

**REGISTRATION** 

108275.01196/11390235v3

### **POWER OF ATTORNEY**

Douglas Publications, LLC, a Virginia limited liability company ("Grantor"), hereby authorizes COMMERCE BANK, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated as of even date herewith (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to that certain Loan and Security agreement dated as of even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

108275.01196/11391360v1

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 19 day of January, 2005.

DOUGLAS PUBLICATIONS, LLC

255:

Witness:

Name: ALAN on DOUGLO

Tale: MG

[SIGNATURE PAGE TO TRADEMARK POWER OF ATTORNEY]

#### CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA STATE OF MD COUNTY OF Montgomen

On this 19 day of January, 2005, before me personally appeared fund 11. DeuG. of me known and being duly sworn, deposes and says that he/she is the fundation fundation Douglas Publications, LLC, the Grantor company described in the foregoing Power of Attorney; that he/she knows the seal of the company; that the seal so affixed to the Power of Attorney is such company seal; that he/she signed the Power of Attorney and of the coal of the company seal; that he/she signed the Power of Attorney and affixed the seal of the company thereto as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company, and he/she desires the same to be recorded as such.

Notar Dublic

My Commission Expires: 9/1/05

[NOTARY PAGE TO TRADEMARK POWER OF ATTORNEY]

# **Amy Brady**

From:

Azure Willis

Sent:

Wednesday, February 23, 2005 3:36 PM

To:

Amy Brady

Subject:

FW: Commerce/Douglas





Commerce-D Commerce-D as Copyright Siglas TMSA.pc

PLEASE SEE ORDER NUMBER BELOW

----Original Message----

From: Tabatha Miller

Sent: Wednesday, February 23, 2005 3:26 PM

To: Azure Willis

Subject: FW: Commerce/Douglas

Attached are the documents to file for order number 221354...pls let me know if you have any questions. Thanks!

Tabatha Miller

Certified Customer Service Representative

Corporation Service Company

2004 Delaware Quality Award Winner

and Corporate Role Model in Customer Service

830 Bear Tavern Road, Suite 305

West Trenton, NJ 08628

800-631-2155 x2612

fax 609-530-0877

tmiller@cscinfo.com

www.incspot.com

----Original Message----

From: Kowalczyk, Mary Anne [mailto:Kowalczyk@BlankRome.com]

Sent: Wednesday, February 23, 2005 2:25 PM

To: Tabatha Miller

Cc: Sonnenberg, Heather
Subject: Commerce/Douglas

Borrower: Douglas Publications, LLC

Lender: Commerce Bank, N.A.

+

Attached are a Copyright Security Agreement (74 pages) and Trademark Security Agreement (16 pages) between the referenced parties to be filed in the U.S. Copyright Office and the U.S. Patent and Trademarks Office respectively.

Please send these filings out either by email or overnight Federal Express and return the acknowledgements and receipts to me by regular mail.

Thanks for your help; please call with questions.

Mary Anne Kowalczyk Paralegal Blank Rome LLP One Logan Sq, 130 N 18th St Philadelphia, PA 19103 Phone: (215)569-5478

Fax: (215)832-5478

Email: Kowalczyk@BlankRome.com <mailto:Kowalczyk@BlankRome.com>

This message and any attachments may contain confidential or privileged information and are intended only for the use of the intended recipients of this message. If you are not the intended recipient of this message, please notify the sender by return email, and delete this and all copies of this message and any attachments from your system. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful.