

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westrim, Inc.		05/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 S. Hope Street, Suite 1300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	2086435	AUTUMN LEAVES
Registration Number:	3208245	AUTUMN LEAVES
Registration Number:	3121268	BEAD IN STYLE
Registration Number:	3209216	BEAD IN STYLE
Registration Number:	3059867	BLUE MOON BEADS
Registration Number:	3039005	BLUE MOON BEADS
Registration Number:	3222145	BLUE MOON BEADS SHOP
Registration Number:	3024127	BRINGING CREATIVE PEOPLE AND PRODUCTS TOGETHER
Registration Number:	3181316	CIS
Registration Number:	3154521	CIS
Registration Number:	2710043	COLORS OF AMERICA
Registration Number:	2987837	CREATIVITY INC.
Registration Number:	3171161	CREATIVITY INC.
Registration Number:	2752068	CROP IN STYLE

CH \$1765.00 2086435

Registration Number:	2279310	CROP IN STYLE
Registration Number:	2720862	CROP IN STYLE
Registration Number:	2699948	CROP IN STYLE JR.
Registration Number:	2816846	CROP IN STYLE NA NAVIGATOR
Registration Number:	2975305	DISTINCT MARKETING DESIGNS
Registration Number:	2910021	DMD
Registration Number:	3012534	DMD DISTINCT MARKETING DESIGNS, INC.
Registration Number:	3201687	FOOF*A*LA
Registration Number:	2927349	FOOFALA
Registration Number:	2627209	IF YOU'RE GONNA CROP - DO IT IN-STYLE
Registration Number:	2807367	LETTER DEPOT
Registration Number:	2882737	LETTER DEPOT
Registration Number:	2116409	MEMORIES FOREVER
Registration Number:	2304863	MEMORIES FOREVER THE CHERISHED LINE
Registration Number:	1398664	MINITREE
Registration Number:	2822877	MOSAIC MAGIC
Registration Number:	2948724	PAPER BLISS
Registration Number:	2819263	PAPER BLISS
Registration Number:	2969317	PAPER REFLECTIONS
Registration Number:	2181955	PAPER REFLECTIONS
Registration Number:	3061908	PAPER REFLECTIONS
Registration Number:	2695288	PAPER TAKER
Registration Number:	2902971	PAPERBILITIES
Registration Number:	2495829	PSB PAPER/STICKER BINDER
Registration Number:	2798587	PUTTING ON THE GLITZ
Registration Number:	2815509	STAMP STORE
Registration Number:	2972455	STORE IN STYLE
Registration Number:	3132252	STORE IN STYLE
Registration Number:	3247065	STORE IN STYLE THINKNG INSIDE THE BOX
Registration Number:	2315012	THE CHERISHED LINE
Registration Number:	2987919	THE STOREHOUSE
Registration Number:	2511911	THE ULTIMATE IN ORGANIZATION
Registration Number:	2484324	TONS OF FUN
Registration Number:	1051225	WESTRIM
Registration Number:	2281513	WESTRIM

Registration Number:	2824728	WESTRIM
Registration Number:	2512227	WESTRIM CRAFTS
Registration Number:	2878845	WT
Registration Number:	1060725	WT
Registration Number:	2361368	WT
Registration Number:	3099478	XXL
Serial Number:	78884536	[DIGITAL-DESIGNS] MEMORIES MADE SIMPLE
Serial Number:	77069432	BEAD BOUTIQUE
Serial Number:	78834808	BEAD SHOP
Serial Number:	77082410	BLUE MOON B E A D S
Serial Number:	78944019	COLOR COORDINATES - RAINBOW OF CHOICES, DESIGNS CREATED TO INSPIRE!
Serial Number:	76609377	CRAFT IN STYLE
Serial Number:	78683754	CRAFTS-TO-GO BY WESTRIM
Serial Number:	76509122	FUN FOAM
Serial Number:	77081417	
Serial Number:	77129662	NATURAL ELEGANCE
Serial Number:	77059332	SNAP ITZ
Serial Number:	78882860	STORE IN STYLE THINKING INSIDE THE BOX
Serial Number:	77113443	TREASURE TINS
Serial Number:	77096219	WT
Serial Number:	77101995	WT

CORRESPONDENCE DATA

Fax Number: (312)269-1747
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.269.8000
Email: nwalker@ngelaw.com
Correspondent Name: Nicole M. Walker
Address Line 1: Two North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	012960-0099
NAME OF SUBMITTER:	Nicole M. Walker
Signature:	/Nicole M. Walker/
Date:	06/07/2007

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 31, 2007, is executed by WESTRIM, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. (the "Bank").

WITNESSETH:

WHEREAS, Grantor and Bank have entered into a Credit Agreement of even date herewith (the "Credit Agreement") pursuant to which Bank has agreed to make certain Credit Extensions to Grantor; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered to Bank a Security Agreement of even date herewith (the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Agreement" is defined in the Preamble.

"Bank" is defined in the Preamble.

"Credit Agreement" is defined in the Recitals.

"Grantor" is defined in the Preamble.

"Security Agreement" is defined in the Recitals.

"Trademark" is defined in Section 2.

"Trademark Property" is defined in Section 2.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the

Grantor hereby assigns and pledges to the Bank a security interest in all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Property"):

(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 (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, 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 Federal or state government, and corresponding offices in other countries of the world, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Property with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Credit Agreement, the Security Agreement and all other Collateral Documents (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. No Further Trademark Registrations Without Security Interest on File. The Grantor hereby covenants that it shall promptly, but no later than thirty days, after filing any new Trademark applications with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world, it shall execute and file (at its expense) a supplement substantially

identical to this Agreement covering such application in the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Bank shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of the Bank in such applications and related trademarks, such documents reflecting such security interests in favor of the Bank to be on file in any event in all requisite offices within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments of the Bank under the Credit Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property which has been granted hereunder.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Property granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Covenants. In addition to and not in limitation of the covenants and agreements contained in the Security Agreement, Grantor hereby covenants and agrees that it will not enter into any new Trademark licenses or any other new agreements that provide Grantor with the right to use Trademarks after the date hereof which would restrict the ability of Grantor to grant a security interest in favor of the Bank therein unless it obtains the prior written consent of the Bank. Grantor shall not, without the Bank's prior written consent, grant any new exclusive licenses, or otherwise transfer all or substantially all Grantor's rights, with respect to any item comprising Trademark Property, except as permitted under the Credit Agreement and the Security Agreement.

SECTION 8. Grant of License to Use Trademark Property. For the purpose of enabling the Bank to exercise rights and remedies under this Agreement, the Security Agreement, the Credit Agreement and all other Loan Documents, at such time as the Bank shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to the Bank, to the extent the Bank chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default, the Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Trademark Property now owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property consists of Trademark licenses or other agreements that provide Grantor with the right to use Trademarks the non-exclusive license granted hereby to the Bank shall be subject to the terms and conditions contained in such Trademark licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of the Bank under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Bank and the interest of the Bank in the Collateral, afford the Bank greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.


SECTION 11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

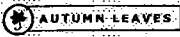


WESTRIM, INC.






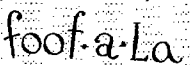

By: 
Title: Chief Financial Officer

Address: 7855 Hayvenhurst Avenue
Van Nuys, California 91406
Attention: Fred Gysi
Facsimile number: (818) 901-9677



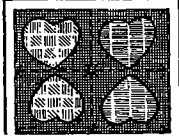

Item A. Trademarks






Registered Trademarks

COUNTRY	TRADEMARK	REG NO.
UNITED STATES	AUTUMN LEAVES	RN:2,086,435
UNITED STATES	AUTUMN LEAVES AND DESIGN 	RN:3,208,245
UNITED STATES	BEAD IN STYLE BEAD IN STYLE	RN:3,121,268
UNITED STATES	BEAD IN STYLE BEAD IN STYLE	RN:3,209,216
UNITED STATES	BLUE MOON BEADS BLUE MOON BEADS	RN:3,059,867
UNITED STATES	BLUE MOON BEADS AND DESIGN 	RN:3,039,005
UNITED STATES	BLUE MOON BEADS SHOP BLUE MOON BEADS SHOP	RN:3,222,145
UNITED STATES	BRINGING CREATIVE PEOPLE AND PRODUCTS TOGETHER	RN:3,024,127
UNITED STATES	CIS CIS	RN:3,181,316
UNITED STATES	CIS AND DESIGN 	RN:3,154,521
UNITED STATES	COLORS OF AMERICA	RN:2,710,043

COUNTRY	TRADEMARK	REG NO.
UNITED STATES	CREATIVITY INC.	RN:2,987,837
UNITED STATES	CREATIVITY INC. CREATIVITY INC.	RN:3,171,161
UNITED STATES	CROP IN STYLE	RN:2,752,068
UNITED STATES	CROP IN STYLE AND DESIGN 	RN:2,279,310
UNITED STATES	CROP IN STYLE AND DESIGN 	RN:2,720,862
UNITED STATES	CROP IN STYLE JR. AND DESIGN 	RN:2,699,948
UNITED STATES	CROP IN STYLE NA NAVIGATOR AND DESIGN 	RN:2,816,846
UNITED STATES	DISTINCT MARKETING DESIGNS <small>DISTINCT MARKETING DESIGNS</small>	RN:2,975,305
UNITED STATES	DMD	RN:2,910,021
UNITED STATES	DMD DISTINCT MARKETING DESIGNS, INC. AND DESIGN  <small>Distinct Marketing Designs, Inc.</small>	RN:3,012,534
UNITED STATES	FOOF*A*LA (STYLIZED) 	RN:3,201,687
UNITED STATES	FOOFALA	RN:2,927,349
UNITED STATES	IF YOU'RE GONNA CROP - DO IT IN- STYLE	RN:2,627,209
UNITED STATES	LETTER DEPOT	RN:2,807,367
UNITED STATES	LETTER DEPOT AND DESIGN 	RN:2,882,737
UNITED STATES	MEMORIES	RN:2,116,409

NGEDOCs: 012960.0099:1424313.2

COUNTRY	TRADEMARK	REG NO.
	FOREVER	
UNITED STATES	MEMORIES FOREVER THE CHERISHED LINE AND DESIGN 	RN:2,304,863
UNITED STATES	MINITREE	RN:1,398,664
UNITED STATES	MOSAIC MAGIC AND DESIGN 	RN:2,822,877
UNITED STATES	PAPER BLISS	RN:2,948,724
UNITED STATES	PAPER BLISS AND DESIGN Paper BLISS	RN:2,819,263
UNITED STATES	PAPER REFLECTIONS	RN:2,969,317
UNITED STATES	PAPER REFLECTIONS AND DESIGN  PAPER REFLECTIONS	RN:2,181,955
UNITED STATES	PAPER REFLECTIONS AND DESIGN 	RN:3,061,908
UNITED STATES	PAPER TAKER	RN:2,695,288
UNITED STATES	PAPERBILITIES	RN:2,902,971
UNITED STATES	PSB PAPER/STICKER BINDER	RN:2,495,829
UNITED STATES	PUTTING ON THE GLITZ	RN:2,798,587
UNITED STATES	STAMP STORE	RN:2,815,509
UNITED STATES	STORE IN STYLE	RN:2,972,455

COUNTRY	TRADEMARK	REG NO.
	STORE IN STYLE	
UNITED STATES	STORE IN STYLE AND DESIGN 	RN:3,132,252
UNITED STATES	STORE IN STYLE THINKNG INSIDE THE BOX AND DESIGN 	RN:3,247,065
UNITED STATES	THE CHERISHED LINE	RN:2,315,012
UNITED STATES	THE STOREHOUSE <small>THE STOREHOUSE</small>	RN:2,987,919
UNITED STATES	THE ULTIMATE IN ORGANIZATION	RN:2,511,911
UNITED STATES	TONS OF FUN AND DESIGN 	RN:2,484,324
UNITED STATES	WESTRIM	RN:1,051,225
UNITED STATES	WESTRIM	RN:2,281,513
UNITED STATES	WESTRIM	RN:2,824,728
UNITED STATES	WESTRIM CRAFTS	RN:2,512,227
UNITED STATES	WT	RN:2,878,845
UNITED STATES	WT AND DESIGN 	RN:1,060,725
UNITED STATES	WT AND DESIGN 	RN:2,361,368
UNITED STATES	XXL XXL	RN:3,099,478
AUSTRALIA	MEMORIES FOREVER	781162
AUSTRALIA	MEMORIES	781163

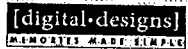
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COUNTRY	TRADEMARK	REG NO.
	FOREVER/THE CHERISHED LINE Logo	
AUSTRALIA	WESTRIM	781160
AUSTRALIA	WT Logo	781161
AUSTRALIA	PAPER BLISS	947839
AUSTRALIA	WESTRIM	1071082
AUSTRALIA	BLUE MOON	1071081
AUSTRALIA	CROP IN STYLE	1071080
CANADA	WESTRIM	520762
CANADA	WT LOGO	520765
CANADA	MEMORIES FOREVER	899163
CANADA	MINITREE	557967
CANADA	MEMORIES FOREVER/THE CHERISHED LINE LOGO	567708
CANADA	PAPER BLISS	597056
CANADA	LETTER DEPOT	633944
CANADA	CREATIVITY INC.	630453
CANADA	BRINGING CREATIVE PEOPLE AND PRODUCTS TOGETHER	630671
CANADA	PAPER REFLECTIONS	626876
CANADA	PAPERBILITIES	650934
CANADA	DISTINCT MARKETING DESIGNS	649029
CANADA	FOOFALA	686851
CANADA	CROP IN STYLE LOGO	593838
CTM	BEADY'S BY WESTRIM	1734896
CTM	MEMORIES FOREVER/THE CHERISHED LINE LOGO	1734920
CTM	WT LOGO	1734797
CTM	WESTRIM	1734888
CTM	WESTRIM CRAFTS	1822311
CTM	MEMORIES FOREVER	2941649
CTM	PAPER BLISS	3104163
CTM	CREATIVITY, INC.	3373149
CHINA	WESTRIM CRAFTS	3282379

NGEDOCs: 012960.0099:1424313.2




COUNTRY	TRADEMARK	REG NO.
CHINA	WT LOGO	3282378
CHINA	MEMORIES FOREVER	3282377
CHINA	LETTER DEPOT	3786840
HONG KONG	WT LOGO	B4506/2003
HONG KONG	WESTRIM CRAFTS	4232/2003
HONG KONG	LETTER DEPOT	300103373
HONG KONG	LETTER DEPOT LOGO	300144981
JAPAN	WESTRIM CRAFTS	4610942
JAPAN	WT LOGO	4610943
JAPAN	MEMORIES FOREVER	4610944
NEW ZEALAND	PAPER BLISS	677157
NEW ZEALAND	WESTRIM	677158
NEW ZEALAND	WT LOGO	677159
NEW ZEALAND	MEMORIES FOREVER	677160
NEW ZEALAND	MEMORIES FOREVER/THE CHERISHED LINE LOGO	677161
NEW ZEALAND	WESTRIM	734499
NEW ZEALAND	BLUE MOON	734500
NEW ZEALAND	CROP IN STYLE	734501
SOUTH KOREA	WESTRIM CRAFTS	551276
SOUTH KOREA	WT LOGO	551277
SOUTH KOREA	MEMORIES FOREVER	578185
TAIWAN	WT LOGO	1033633
TAIWAN	WESTRIM CRAFTS	1040767
TAIWAN	MEMORIES FOREVER	1042072


Pending Trademark Applications

COUNTRY	TRADEMARK	SERIAL NO.
UNITED STATES	[DIGITAL.DESIGNS] MEMORIES MADE SIMPLE AND DESIGN 	SN:78-884536

NGEDOCs: 012960.0099:1424313.2

**TRADEMARK
REEL: 003556 FRAME: 0614**

UNITED STATES	BEAD BOUTIQUE BEAD BOUTIQUE	SN:77-069432
UNITED STATES	BEAD SHOP BEAD SHOP	SN:78-834808
UNITED STATES	BLUE MOON B E A D S AND DESIGN 	SN:77-082410
UNITED STATES	COLOR COORDINATES - RAINBOW OF CHOICES, DESIGNS CREATED TO INSPIRE! <small>COLOR COORDINATES - RAINBOW OF CHOICES, DESIGNS CREATED TO INSPIRE!</small>	SN:78-944019
UNITED STATES	CRAFT IN STYLE CRAFT IN STYLE	SN:76-609377
UNITED STATES	CRAFTS-TO-GO BY WESTRIM <small>CRAFTS-TO-GO BY WESTRIM</small>	SN:78-683754
UNITED STATES	FUN FOAM (STYLIZED) FUN FOAM	SN:76-509122
UNITED STATES	MISCELLANEOUS DESIGN 	SN:77-081417
UNITED STATES	NATURAL ELEGANCE NATURAL ELEGANCE	SN:77-129662
UNITED STATES	SNAP ITZ AND DESIGN 	SN:77-059332
UNITED STATES	STORE IN STYLE THINKING INSIDE THE BOX AND DESIGN	SN:78-882860

		
UNITED STATES	TREASURE TINS TREASURE TINS	SN:77-113443
UNITED STATES	WT AND DESIGN 	SN:77-096219
UNITED STATES	WT AND DESIGN 	SN:77-101995
UNITED STATES		
CANADA	AUTUMN LEAVES	1275437
CANADA	BLUE MOON BEADS	1291882

Item B. Trademark Licenses

<u>*Country or</u> <u>Expiration</u> <u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>
None				