

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Amended & Restated Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultra Pro Corporation		11/26/2008	CORPORATION: CALIFORNIA
Hanover Accessories, LLC		11/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Plymouth International, LLC		11/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Courage Brands, Inc.		11/26/2008	CORPORATION: DELAWARE
Ultra Pro Acquisition, LLC		11/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
Furi Brands, Inc.		11/26/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Doing Business As:	DBA First Capital Western Region, LLC		
Street Address:	700 South Flower St., Suite 2325		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Siemens First Capital Commercial Finance, LLC		
Street Address:	700 S. Flower St., Suite 2325		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	1687833	ULTRA PRO	

CH \$1815.00 1687833

900121935

TRADEMARK
REEL: 003897 FRAME: 0523

Registration Number:	1696941	ULTRA PRO PLATINUM
Registration Number:	1760673	REMBRANDT
Registration Number:	1766700	STOR SAFE
Registration Number:	1772960	ULTRA PRO
Registration Number:	1857678	ULTRA PRO
Registration Number:	2143827	
Registration Number:	2168671	DECK PROTECTOR
Registration Number:	2482191	DECK BOX
Registration Number:	2747994	THE STANDARD IN SAFE STORAGE
Registration Number:	2938691	DECK VAULT
Registration Number:	2922483	E-LOCK
Registration Number:	3096005	LET'S DUEL!
Registration Number:	3098884	SATIN
Registration Number:	3108071	DIAMOND CORNER BOX
Registration Number:	3145043	97% COMPLETE
Registration Number:	2906541	7GYPSIES
Registration Number:	3289899	ONE-TOUCH
Registration Number:	2896029	CHATTERBOX
Registration Number:	2321581	THE JOURNALING GENIE
Registration Number:	2601735	SCRAPAHOLIC
Registration Number:	2543548	DAISY DOODLE
Registration Number:	2553892	WHIMSI-DOODLE
Registration Number:	1769272	GUM BALLS
Registration Number:	2278680	HANOVER ACCESSORIES
Registration Number:	1540416	HYPORIFIC
Registration Number:	2700544	IMPAWSTERS
Registration Number:	1709931	L.J. KIDS & CO.
Registration Number:	2689109	THE GREAT PRETENDEARS
Registration Number:	2174569	PRETENDEARS
Registration Number:	1112692	ROSECRAFT
Registration Number:	2280296	STAR STRUCK
Registration Number:	2701085	STAR STRUCK PRINCESS
Registration Number:	2755150	STICKY STONE
Registration Number:	1675001	STICKY STONES
Registration Number:	2756294	THE GREAT PRETENDEARS FOR PARTY PALS

Registration Number:	2687158	CONFETTI NAMZ
Registration Number:	2776033	MIRRORED REFLECTIONS
Registration Number:	2571174	MIRRORED REFLECTIONS
Registration Number:	3011858	MOCCASIN BABIES
Registration Number:	3004808	MOCCASIN BABIES
Registration Number:	2694044	STICK N' STAMP
Registration Number:	3040877	KOOKY KLICKERS
Registration Number:	3321172	THE KOOKY'S
Registration Number:	3280516	THE KOOKYS
Registration Number:	3506530	KOOKY
Registration Number:	3506531	KOOKY
Registration Number:	2740090	PLAY PENS
Registration Number:	2740089	WESTERN WRITERS
Registration Number:	3273024	
Registration Number:	2563823	FURI
Registration Number:	3360230	GUSTO-GRIP
Registration Number:	2766817	QÜ
Serial Number:	77466232	COLLECTIONS BY 7 GYPSIES
Serial Number:	77529789	AROUND THE BLOCK
Serial Number:	77550199	LM LIFE MOMENTS LIVE CAPTURE SHARE
Serial Number:	77550211	LM LIFE MOMENTS LIVE. CAPTURE. SHARE.
Serial Number:	77524231	AROUND THE BLOCK
Serial Number:	77524239	THE PAPER GATOR
Serial Number:	77037887	BLOOM BROTHERS
Serial Number:	78958574	FASHIONABLY ME
Serial Number:	78958578	PERSONALLY ME
Serial Number:	75674274	C O U R A G E
Serial Number:	78684143	THE KOOKYS
Serial Number:	78684137	THE KOOKYS
Serial Number:	78684146	THE KOOKYS
Serial Number:	77492088	KOOKY
Serial Number:	77492218	K KY
Serial Number:	77492185	KOOKY KLICKERS
Serial Number:	77504150	THE K KYS
Serial Number:	77492106	THE KOOKYS

Serial Number:

77120999

DIAMOND FINGERS

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Trademark@Buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

F0030-0070

NAME OF SUBMITTER:

Sandra P. Thompson

Signature:

/Sandra P. Thompson/

Date:

12/03/2008

Total Attachments: 30

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ultra Pro Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 26, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment to Amended & Restated Agt

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: FCC, LLC d/b/a First Capital Western Region, LLC

Internal

Address: _____

Street Address: 700 South Flower Street, #2325

City: Los Angeles

State: California

Country: USA Zip: 90017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,687,833 1,696,941 1,760,673 1,766,700 1,772,960 1,857,678
2,143,827 2,168,671

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Sandra P. Thompson

Internal Address: _____

Street Address: 18400 Von Karman Avenue, Suite 800

City: Irvine

State: California Zip: 92612

Phone Number: 949-224-6282

Fax Number: 949-720-0182

Email Address: Trademark@Buchalter.com

6. Total number of applications and registrations involved:

72

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,815.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

9. Signature:

Signature

Sandra P. Thompson

Name of Person Signing

December 3, 2008

Date

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

30

Additional names of conveying parties:

1. Hanover Accessories, LLC – Delaware Limited Liability Company
2. Plymouth International, LLC – Delaware Limited Liability Company
3. Courage Brands, Inc. – Delaware Corporation
4. Ultra Pro Acquisition, LLC – Delaware Limited Liability Company
5. Furi Brands, Inc. – A Delaware Corporation

Additional names and address of receiving party (ies) continued:

1. Siemens First Capital Commercial Finance, LLC – Delaware Limited Liability Company

4. Application number(s) or registration number(s) continued:

2,482,191
2,747,994
2,938,691
2,922,483
3,096,005
3,098,884
3,108,071
3,145,043
2,906,541
3,289,899
2,896,029
2,321,581
2,601,735
2,543,548
2,553,892
1,769,272
2,278,680
1,540,416
2,700,544
1,709,931
2,689,109
2,174,569
1,112,692
2,280,296
2,701,085
2,755,150
1,675,001
2,756,294
2,687,158
2,776,033
2,571,174
3,011,858
3,004,808
2,694,044
3,040,877
3,321,172
3,280,516
3,506,530
3,506,531
2,740,090
2,740,089
3,273,024
2,563,823
3,360,230

2,766,817

77/466,232
77/529,789
77/550,199
77/550,211
77/524,231
77/524,239
77/037,887
78/958,574
78/958,578
75/674,274
78/684,143
78/684,137
78/684,146
77/492,088
77/492,218
77/492,185
77/504,150
77/492,106
77/120,999

AMENDMENT TO
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of November 2nd, 2008 (the "Amendment Date"), is entered into by and among **ULTRA PRO CORPORATION**, a California corporation ("Ultra Pro"), **HANOVER ACCESSORIES, LLC**, a Delaware limited liability company ("Hanover"), **PLYMOUTH INTERNATIONAL, LLC**, a Delaware limited liability company ("Plymouth"), **COURAGE BRANDS, INC.**, a Delaware corporation formerly known as Courage International, Inc. ("Courage"), **ULTRA PRO ACQUISITION, LLC**, a Delaware limited liability company ("UPA"), and **FURI BRANDS, INC.**, a Delaware corporation ("Furi"; together with Ultra Pro, Hanover, Plymouth, Courage, and UPA, each individually, a "Borrower", and collectively, the "Borrowers"), **FCC, LLC D/B/A FIRST CAPITAL WESTERN REGION, LLC** ("FCC") and **SIEMENS FIRST CAPITAL COMMERCIAL FINANCE, LLC**, a Delaware limited liability company as administrative agent (the "Agent"). This Amendment is entered into in light of the following facts:

RECITALS

WHEREAS, Ultra Pro, Hanover, Plymouth, and Courage (collectively, the "Companies") as borrowers, on the one hand, Agent, as administrative agent and as a lender, and FCC, as lender, on the other hand, have previously entered into that certain Amended and Restated Loan and Security Agreement, dated as of April 9, 2008, as amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement dated as of July 9, 2008 (as so amended, the "Loan Agreement").

WHEREAS, Borrowers are concurrently herewith entering into that certain Amendment Number Two to Amended and Restated Loan and Security Agreement and Joinder Agreement, pursuant to which, among other things, Furi and UPA will each become a Borrower under the Loan Agreement and the other loan documents;

WHEREAS, the Companies, on the one hand, and Agent and FCC, on the other hand, entered into that certain Amended and Restated Patent and Trademark Security Agreement, dated as of April 9, 2008 (the "IP Security Agreement"), pursuant to which the Companies each granted to Agent, on behalf of Lenders, a security interest in such Customers' patents and trademarks, to secure payment of the Obligations under the Loan Agreement;

WHEREAS, as a condition to Lenders continuing to extend credit to or for the account of Borrowers, Borrowers have requested that Agent and FCC amend the IP Security Agreement to allow Furi and UPA to each grant to Agent on behalf of Lenders, a security interest in their respective patents and trademarks, if any, to further secure payment of the Obligations under the Loan Agreement;

WHEREAS, Agent and FCC have agreed to so amend the IP Security Agreement, as set forth in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS. All terms which are defined in the IP Security Agreement shall have the same definition when used herein unless a different definition is ascribed to such term under this Amendment, in which case, the definition contained herein shall govern.

2. AMENDMENTS. As of Amendment Date, the IP Security Agreement is amended as follows:

(a) Preamble. The preamble is amended, in part, as follows:

(i) To delete the definition of "Borrower" and replace it with the following:

"Borrower" shall mean, individually and collectively, as appropriate, Ultra Pro, Hanover, Plymouth, Courage, and Furi.

(ii) To add the definition of "Furi" and "UPA" as follows:

"Furi" shall mean **FURI BRANDS, INC.**, a Delaware corporation.

"UPA" shall mean **ULTRA PRO ACQUISITION, LLC**, a Delaware limited liability company.

(b) Replacement Exhibits. The Exhibits to the IP Security Agreement are replaced in their entirety with new the Exhibits which are attached to this Amendment. Upon the execution of this Amendment, the Exhibits attached to this Amendment shall be deemed to be the Exhibits to the IP Security Agreement.

3. REPRESENTATIONS AND WARRANTIES. Each Borrower hereby represents and warrants to Lenders as follows:

(a) As of Amendment Date, and after giving effect to the terms hereof, all representations and warranties in the IP Security Agreement are true and correct and complete.

(b) As of Amendment Date, and after giving effect to the terms hereof, there exists no Default under the Loan Agreement or any of the other Loan Documents.

4. CONDITIONS PRECEDENT. The effectiveness of this Amendment is subject to the Agent's receipt of a duly executed original of this Amendment from each Borrower.

5. LIMITED EFFECT. Except for the specific amendments contained in this Amendment, the Assignment shall remain unchanged and in full force and effect.

6. REAFFIRMATION OF ASSIGNMENT. Each Borrower hereby acknowledges and agrees that, except as expressly set forth herein, the Assignment remains in full force and effect as originally written and constitutes the legal, valid, binding and enforceable obligation of Borrowers to Agent and the Lenders.

7. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Amendment. This Amendment shall become effective upon the execution of this Amendment by each of the parties hereto, and satisfaction of the conditions precedent set forth in Section 4 above.


8. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

9. GOVERNING LAW. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California, other than its laws respecting choice of law.

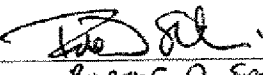
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IN WITNESS WHEREOF, Borrowers, Agent and Lenders have executed this Amendment as of the day and year first above written.

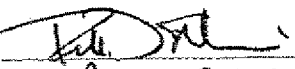
ULTRA PRO CORPORATION

By: 
Name: Robert D. Sarina
Title: CEO


HANOVER ACCESSORIES, LLC

By: 
Name: Robert D. Sarina
Title: CEO


PLYMOUTH INTERNATIONAL, LLC

By: 
Name: Robert D. Sarina
Title: CEO


COURAGE BRANDS, INC.

By: 
Name: Robert D. Sarina
Title: CEO

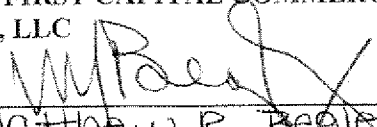
ULTRA PRO ACQUISITION, LLC

By: 
Name: Adam Lerner
Title: CEO

FURI BRANDS, INC.

By: 
Name: Robert D. Sarina
Title: CEO

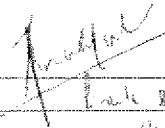
SIEMENS FIRST CAPITAL COMMERCIAL
FINANCE, LLC

By: 
Name: Matthew R. Begley
Title: SVP

By: _____
Name: _____
Title: _____

SIEMENS FIRST CAPITAL COMMERCIAL
FINANCE, LLC

By: _____
Name: _____
Title: _____

By:  _____
Name: Paul Evan
Title: CEO

REPLACEMENT EXHIBITS
TO
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT

**EXHIBIT A
UNITED STATES ISSUED PATENTS**

ULTRA PRO

Title	Patent Number	Issue Date
Photo Wallet or Similar Article	D317,675	06/25/1991
Photo Finisher Wallet	4,958,855	09/25/1990
Reinforced Pocket Structure for Thermo-Adhesive Materials	4,978,055	12/18/1990
Thermocontact Welding Method and Apparatus, and Welded Product	5,266,150	11/30/1993
Apparatus for Holding Photograph Albums and Method	5,360,234	11/01/1994 (expired – revive by 11/1/2008)
Protective Holders for Disks	5,595,797	01/21/1997 (fee due)
Thermocontact Welding Method and Welded Product	5,312,507	05/17/1994
Album Page for Displaying Disks	D353,837	12/27/1994
Protective Holders for Disks	5,595,798	01/21/1997 (fee due)
Wallet for Containing a Compact Disc, and Fabrication Method	5,595,293	01/21/1997 (fee due)
Case for the Holding and Dispensing of Cards	D381,703	07/29/1997
Device for Containing a Compact Disc	5,657,867	08/19/1997 (fee due)
Album and Fabrication Process	6,145,882	11/14/2000
Sleeves and Album Pages for Flat Items	6,796,426	09/28/2004
Pouch for a Collectible Card Protector	D 477,135	07/15/2003
Box for Containing Collectible Cards	D535,102	01/16/2007
Holder for Cards	D 546,400	07/10/2007

HANOVER

Title	Patent Number	Issue Date
Name stamper	D 393,481	04/14/1998
Christmas ornament	D 413,545	09/07/1999
Christmas ornament	D 415,714	10/26/1999
Decorative ruler	D 422,517	04/11/2000
Christmas ornament	D 461,428	08/13/2002
Christmas ornament	D 473,485	04/22/2003
Scissor holder with built in pencil sharpener	D 494,624	08/17/2004
Christmas ornament	D 497,568	10/26/2004
Scissor holder with built in pencil sharpener	D 497,646	10/26/2004
Christmas ornament	D 497,830	11/02/2004

PLYMOUTH

(none)

COURAGE

(none)

FURI

Title	Patent Number	Issue Date
Knife and Blade Sharpener	6,769,327	08/03/2004
Knife Sharpener	7,381,120	06/03/2008

UPA

(none)

UNITED STATES PATENT APPLICATIONS

ULTRA PRO

Title	Serial Number	Filing Date
Display Holders for Flat Items	10/662632	09/15/2003 (abandoned)
Sleeves and Album Pages for Flat Items	10/897505	07/22/2004

HANOVER

(none)

PLYMOUTH

(none)

COURAGE

(none)

FURI

Title	Serial Number	Filing Date
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	11/698,843	01/29/2007
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	10/881,656	06/30/2004 (abandoned)
Kitchen Utensil and Method of Manufacture	10/881,801	06/30/2004 (abandoned)
Knives	60/620,566	10/20/2004 (expired)
Food Chopping Device	29/285,722	05/04/2007

UPA

(none)

FOREIGN ISSUED PATENTS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE

(none)

FURI

Title	Country	Registration Number
Knife and Blade Sharpener	Australia	2002301512
Knife and Blade Sharpener	Germany	60222234.6
Knife and Blade Sharpener	Spain	EP(ES)1329291
Knife and Blade Sharpener	France	EP(FR)1329291
Knife and Blade Sharpener	UK	EP(GB)1329291
Knife and Blade Sharpener	Italy	EP(IT)1329291
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	Germany	602004002349.3-08
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	Spain	EP(ES)1504847
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	Ireland	EP(IR)1504847
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	Italy	EP(IT)1504847
Knife/Implement Handle	Australia	131975
Food Chopping Device	Australia	317620
Chopping devices, non-electric [kitchen]	Community Design Office	802285

UPA

(none)

FOREIGN PENDING PATENTS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE

(none)

FURI

Title	Country	Registration Number
Blade Sharpening System and an Edge Restoring Unit Capable of Use Therewith	Australia	2004203262
Implement Handle	Australia	200103246

UPA

(none)

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

ULTRA PRO

Mark	Registration Number	Registration Date
ULTRA PRO and Design	1,687,833	5/19/1992
ULTRA PRO PLATINUM	1,696,941	6/23/1992
REMBRANDT and Design	1,760,673	3/23/1993
STOR SAFE	1,766,700	4/20/1993
ULTRA PRO	1,772,960	5/25/1993
ULTRA PRO	1,857,678	10/11/1994
MISCELLANEOUS DESIGN (metallic foil hologram)	2,143,827	3/17/1998
DECK PROTECTOR	2,168,671	6/23/1998
DECK BOX	2,482,191	8/28/2001
THE STANDARD IN SAFE STORAGE	2,747,994	8/5/2003
DECK VAULT	2,938,691	4/5/2005
E-LOCK	2,922,483	2/1/2005
LET'S DUEL!	3,096,005	5/23/2006
SATIN	3,098,884	5/30/2006
DIAMOND CORNER BOX	3,108,071	6/20/2006
97% COMPLETE	3,145,043	9/19/2006
7GYPSIES (Stylized)	2,906,541	11/30/2004

Mark	Registration Number	Registration Date
ONE-TOUCH	3,289,899	09/11/2007
CHATTERBOX	2,896,029	10/19/2004
THE JOURNALING GENIE	2,321,581	02/22/2000
SCRAPAHOLIC	2,601,7350	07/30/2002
DAISY DOODLE	2,543,548	02/26/2002
WHIMSI-DOODLE	2,553,892	03/26/2002

HANOVER

Mark	Registration Number	Registration Date
GUM BALLS	1,769,272	05/04/1993
HANOVER ACCESSORIES	2,278,680	01/08/2006
HYPORIFIC	1,540,416	05/23/1989
IMPAWSTERS	2,700,544	03/25/2003
L.J. KIDS & Co (Stylized)	1,709,931	08/25/1992
THE GREAT PRETENDEARS	2,689,109	02/18/2003
PRETENDEARS	2,174,569	07/21/1998
ROSECRAFT	1,112,692	02/06/1979
STAR STRUCK	2,280,296	09/28/1999
STAR STRUCK PRINCESS	2,701,085	03/25/2003
STICKY STONE	2,755,150	08/26/2003
STICKY STONES (Stylized)	1,675,001	02/11/1992

Mark	Registration Number	Registration Date
THE GREAT PRETENDERS FOR PARTY PALS	2,756,294	08/26/2003
CONFETTI NAMZ	2,687,158	02/11/2003
MIRRORED REFLECTIONS	2,776,033	10/21/2003
MIRRORED REFLECTIONS & Design	2,571,174	05/21/2002
MOCCASIN BABIES	3,011,858	11/01/2005
MOCCASIN BABIES (Stylized)	3,004,808	10/04/2005
STICK N' STAMP (Stylized)	2,694,044	03/04/2003

PLYMOUTH

(none)

COURAGE

Mark	Registration Number	Registration Date
KOOKY KLICKERS	3,040,877	01/10/2006
THE KOOKY'S	3,321,172	10/23/2007
THE KOOKYS (and Design)	3,280,516	08/14/2007
KOOKY	3,506,530	9/23/2008
KOOKY	3,506,531	9/23/2008
PLAY PENS	2,740,090	07/22/2003
WESTERN WRITERS	2,740,089	07/22/2003

FURI

Mark	Registration Number	Registration Date
The color orange as applied to the handles of knives and related accessories	3,273,024	07/31/2007
EAST/WEST	3,302,909	10/02/2007
FURI (Stylized)	2,563,823	04/23/2002
GUSTO GRIP	3,360,230	12/25/2007
Qu (stylized)	2,766,817	09/23/2003

UPA

(none)

APPLICATIONS

ULTRA PRO

Mark	Serial Number	Filing Date
COLLECTIONS BY 7 GYPSIES	77/466,232	05/05/2008
AROUND THE BLOCK	77/529,789	07/23/2008
LM LIFE MOMENTS LIVE CAPTURE SHARE and Design	77/550,199	08/19/2008
LM LIFE MOMENTS LIVE CAPTURE SHARE and Design	77/550,211	08/19/2008
AROUND THE BLOCK	77/524,231	07/16/2008
THE PAPER GATOR	77/524,239	07/16/2008

HANOVER

Mark	Serial Number	Filing Date
BLOOM BROTHERS	77/037,887	11/06/2006
FASHIONABLY ME	78/958,574	08/23/2006
PERSONALLY ME	78/958,578	08/23/2006

PLYMOUTH

(none)

COURAGE

Mark	Serial Number	Filing Date
COURAGE (Stylized)	75/674,274	04/05/1999
THE KOOKYS	78/684,143	08/02/2005
THE KOOKYS	78/684,137	08/02/2005
THE KOOKYS	78/684,146	08/02/2005
KOOKY	77/492,088	06/05/2008
KOOKY (and Design)	77/492,218	06/05/2008
KOOKY KLICKERS	77/492,185	06/05/2008
THE KOOKYS (and Design)	77/504,150	06/20/2008
THE KOOKYS	77/492,106	06/05/2008

FURI

Mark	Serial Number	Filing Date
DIAMOND FINGERS	77/120,999	03/02/07

UPA

(none)

FOREIGN ISSUED TRADEMARKS

ULTRA PRO

Mark	Country	Registration Number
ULTRA PRO (Stylized)	Australia	613,817
ULTRA PRO (Stylized)	Benelux	581,954
ULTRA PRO (Stylized)	Brazil	820824321
ULTRA PRO (Stylized)	Denmark	VR01.506 1997
ULTRA PRO (Stylized)	Finland	140,610
ULTRA PRO (Stylized)	France	95,589,333
ULTRA PRO (Stylized)	Germany	2,906,854
ULTRA PRO (Stylized)	Greece	132,285
ULTRA PRO (Stylized)	Hong Kong	B7447/96(A-D)
ULTRA PRO (Stylized)	Indonesia	402,591
ULTRA PRO (Stylized)	Italy	754,908
ULTRA PRO	Japan	4,331,792
ULTRA PRO (Stylized)	Japan	4,331,793
ULTRA PRO	Madrid	968099
ULTRA PRO (Stylized)	New Zealand	231,037
ULTRA PRO	Peru	048613
ULTRA PRO (Stylized)	Peru	048612
ULTRA PRO (Stylized)	People's Republic of China	1,240,404
ULTRA PRO (Stylized)	South Africa	95/12604
ULTRA PRO (Stylized)	Singapore	T95/08817G

Mark	Country	Registration Number
ULTRA PRO (Stylized)	Spain	2,074,678
ULTRA PRO (Stylized)	Sweden	312,311
ULTRA PRO (Stylized)	Taiwan	678,007
ULTRA PRO (Stylized)	Taiwan	678,122
ULTRA PRO (Stylized)	United Kingdom	B1,569,146
ULTRA SAFE	Canada	436,764
ULTRA PRO	Canada	433,614

HANOVER

Mark	Country	Registration Number
THE GREAT PRETENDEARS	Canada	620,055
THE GREAT PRETENDEARS	European Community	2,829,182
THE GREAT PRETENDEARS	Germany	30 113 686
THE GREAT PRETENDEARS	United Kingdom	2,263,103

PLYMOUTH

(none)

COURAGE

(none)

<u>FURI</u>		
Mark	Country	Registration Number
CookInSitu (stylized)	Australia	855273
DIAMOND FINGERS	Australia	898524
EAST/WEST	Australia	1097688
FURI (Stylized)	Australia	772268
FURI (stylized)	Australia	1189063
FURITITAN (stylized)	Australia	828449
Qu (stylized)	Australia	901863
TECH EDGE	Australia	967970
FURITITAN (stylized)	EU	1784974
DIAMOND FINGERS	EU, China (through IR/WIPO)	0930008
EAST/WEST	US, (through IR/WIPO)	0897481
FURI (Stylized)	EU, CHINA (through IR/ WIPO)	0941952

UPA

(none)

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FOREIGN PENDING TRADEMARKS

ULTRA PRO

Mark	Country	Application Number
ULTRA PRO	China (through IR/WIPO)	
ULTRA PRO	Croatia (through IR/WIPO)	
ULTRA PRO	EU (through IR/WIPO)	
ULTRA PRO	Czech Republic (through IR/WIPO)	
ULTRA PRO	Estonia (through IR/WIPO)	
ULTRA PRO	Japan (through IR/WIPO)	
ULTRA PRO	North Korea (through IR/WIPO)	
ULTRA PRO	Norway (through IR/WIPO)	
ULTRA PRO	Russian Federation (through IR/WIPO)	
ULTRA PRO	Singapore (through IR/WIPO)	
ULTRA PRO	Slovakia (through IR/WIPO)	
ULTRA PRO	Slovenia (through IR/WIPO)	
ULTRA PRO	Switzerland (through IR/WIPO)	

HANOVER

Mark	Country	Application Number
FASHIONABLY ME	Canada	1315841
PERSONALLY ME	Canada	1315842

PLYMOUTH

(none)

COURAGE

Mark	Country	Application Number
KOOKY KLICKERS	Australia (through IR/WIPO)	
THE KOOKYS	Australia (through IR/WIPO)	
THE KOOKYS (and Design)	Australia (through IR/WIPO)	
KOOKY KLICKERS	Brazil	
THE KOOKYS	Canada	1,401,423
KOOKY KLICKERS	China (through IR/WIPO)	
THE KOOKYS	China (through IR/WIPO)	
THE KOOKYS (and Design)	China (through IR/WIPO)	
KOOKY (Stylized)	EU	6,969,612
KOOKY KLICKERS	EU	6,969,331
KOOKYS	EU	6,969,448
KOOKY	EU	6,969,091
THE KOOKYS (and Design)	EU (through IR/WIPO)	
THE KOOKYS	Hong Kong	301149822
KOOKY KLICKERS	Japan (through IR/WIPO)	
THE KOOKYS	Japan (through IR/WIPO)	
THE KOOKYS (and Design)	Japan (through IR/WIPO)	
KOOKY KLICKERS	Mexico	944,415

FURI

(none)

UPA

(none)

COLLECTIVE MEMBERSHIP MARKS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE

(none)

FURI

(none)

UPA

(none)

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UNREGISTERED MARKS

ULTRA PRO

(none)

HANOVER

(none)

PLYMOUTH

(none)

COURAGE

(none)

FURI

(none)

UPA

(none)

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