

**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
Thermos L.L.C.		05/19/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2000 S. Naperville Road
City:	Wheaton
State/Country:	ILLINOIS
Postal Code:	60187
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2644361	THERMOS
Registration Number:	2909238	THERMOS
Registration Number:	3291441	THERMOS
Registration Number:	3011222	THERMOS
Registration Number:	2819934	THERMOS
Registration Number:	3399848	RAYA
Registration Number:	2911684	B3BASICS
Registration Number:	2780405	COLDWARE
Registration Number:	3098836	HIDE 'N SNAK
Registration Number:	3259414	LUNCH LUGGER
Registration Number:	3362913	FOOGO
Registration Number:	3362914	FOOGO
Registration Number:	3398988	FOOGO

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Registration Number:	3362911	FOOGO
Serial Number:	78725916	THERMOS
Serial Number:	78895618	THERMOS
Serial Number:	77103384	FOOGO

**CORRESPONDENCE DATA**

Fax Number: (312)896-6787  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-443-1787  
Email: ipdocket-chi@lockelord.com  
Correspondent Name: Sean C. Fifield  
Address Line 1: 111 S. Wacker Dr.  
Address Line 4: Chicago, ILLINOIS 60606-4410

ATTORNEY DOCKET NUMBER:	THERMOS TMS
NAME OF SUBMITTER:	Ingrid J. Scheckel
Signature:	/Ingrid J. Scheckel/
Date:	05/21/2009

**Total Attachments: 11**

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**JPMORGAN CHASE BANK, N.A.**  
**FIRST SUPPLEMENTAL COLLATERAL ASSIGNMENT OF TRADEMARKS,  
PATENTS, COPYRIGHTS AND LICENSES**

**THIS FIRST SUPPLEMENTAL COLLATERAL ASSIGNMENT OF TRADEMARK, PATENTS, COPYRIGHTS AND LICENSES** (*this "Assignment"*) is made and entered into as of February ~~19~~<sup>May 19</sup>, 2009, by and among **JPMORGAN CHASE BANK, N.A.**, a national banking association ("*Lender*") and **THERMOS, L.L.C.**, a Delaware limited liability company (*the "Borrower"*).

**WITNESSETH**

**WHEREAS**, Lender has provided providing certain extensions of credit, loans and other financial accommodations (*the "Financial Accommodations"*) to Borrower pursuant to that certain Line of Credit Note in the original principal amount of \$18,000,000.00 dated as of August 17, 2005 by and between Lender and Borrower (*as amended or restated from time to time, the "Note"*) and the "*Related Documents*" (*as defined in the Note*) (*the Note, together with the Related Documents as amended from time to time, are collectively the "Loan Documents"*);

**WHEREAS**, pursuant to the Loan Documents, Borrower granted to Lender a first priority security interest and lien in and to substantially all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefore and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever;

**WHEREAS**, pursuant to the Loan Documents, Borrower executed and delivered to Lender that certain Collateral Assignment Of Trademark, Patents, Copyrights And Licenses dated as of August 29, 2005 between Lender and Borrower (*as amended or restated from time to time, the "Existing Assignment"*), which Existing Assignment was recorded with the United States Patent and Trademark Office at Reel/Frame 016630/0125 against certain of the Patents and was recorded with the United States Patent and Trademark Office at Reel/Frame 3227/0097 and at Reel/Frame 3227/0097 and Reel/Frame 3276/0514 against certain of the Trademarks;

**WHEREAS**, Borrower has filed or otherwise acquired rights in new Patents, Trademarks, Copyrights and Licenses since the date of the Existing Assignment and may otherwise hold rights in Intellectual Property Collateral not identified on the exhibits to the Existing Assignment or in any other Supplemental Collateral Assignment Of Trademarks, Patents, Copyrights And Licenses or similar agreement, instrument or documents (*together with the Existing Agreement, collectively the "Existing Assignments"*);

**WHEREAS**, pursuant to the Existing Assignments, Borrower is required to execute all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral; and

**WHEREAS**, Borrower is executing and delivering this Assignment to Lender pursuant to the requirements of the Existing Assignments.

**NOW, THEREFORE**, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower covenants and agrees with Lender as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Documents.

2. Collateral Assignment of Intellectual Property. To secure the full and timely payment and performance of all of Borrower's Advances under the Note, and of all other obligations of Borrower to Lender, JPMorgan Chase & Co. or any of their subsidiaries, affiliates or successors, now existing or hereafter arising, including, without limitation, all loans, advances, interest, fees, overdrafts, credit card indebtedness, lease obligations, rate management transactions, and all renewals, extensions, or amendments thereof, whether Borrower is liable jointly with others or individually, as a maker, guarantor or endorser, directly or indirectly, absolutely or on a contingent basis, and whether such obligations exist now or arise in the future (*collectively, all such obligations are referred to herein as the "Liabilities"*), Borrower hereby grants and conveys to Lender a first priority security interest and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (*collectively the "Intellectual Property Collateral"*):

- (A) (i) trademarks, trademark registrations and applications therefore, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and, hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (*collectively the "Trademarks"*);
- (B) (i) patents, patent registrations and applications therefore, including, without limitation, the inventions and improvement claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (*collectively the "Patents"*);

- (C) (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue far past, present and future its thereof, and (v) all rights corresponding thereto throughout the world (*collectively the "Copyrights"*);
- (D) all license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Exhibit D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Documents now or thereafter owned by Borrower and now or hereafter covered by such licenses (*collectively the "Licenses"*); provided, however, the Licenses assigned hereunder and the defined term "Licenses" shall not include those license agreements that are expressly prohibited by their terms from being pledged as security assigned, mortgaged or otherwise transferred or encumbered by Borrower or that terminate upon being pledged, assigned, mortgaged or otherwise transferred or encumbered by Borrower; and
- (E) the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to such Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2; provided, however, Lender shall not require Borrower to execute and deliver to Lender any agreements, instruments, documents or other written matter necessary to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral outside of the United States.

### 3. Restrictions on Future Agreements.

A. Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrower's obligations under this Assignment. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take

any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

B. Except as set forth on Exhibit D, Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any person in connection with Borrower's Trademarks. Borrower hereby covenants unto the Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with Borrower's Trademarks.

4. New Trademarks, Patents, Copyrights and Licenses. Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefore and Licenses now owned by Borrower, other than registrations of trademarks, patents and copyrights outside of the United States (*the "Foreign Registrations"*). If, prior to payment of the Liabilities in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or Licenses, other than Foreign Registrations, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or License renewal, other than Foreign Registrations, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorize Lender to modify this Assignment by amending Exhibits A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and Licenses, other than Foreign Registrations.

5. Royalties; Terms. Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. Lender's Right to Inspect. Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof except for changes deemed appropriate in Borrower's reasonable business judgment; and (iii) not to adversely change or alter the quality of said

products in anyway, except for changes deemed appropriate in Borrower's reasonable business judgment, without Lender's written consent.

7. Nature and Termination of Lender's Security Interest. This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 9 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any trademark, patent or copyright registration pending as of the date hereof or at any time hereafter, deemed appropriate in Borrower's reasonable business judgment, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as Borrower deems appropriate in its reasonable business judgment, and (iii) to preserve and maintain all Intellectual Property Collateral as Borrower deems appropriate in its reasonable business judgment. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral without the consent of Lender.

9. Lender's Right to Sue. Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. Waivers. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Assignment and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Nothing in this Assignment shall be deemed to modify or supersede the Existing Assignments, which shall remain in full force and effect in accordance with its terms. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. Binding Effect; Benefits. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. Notice. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Documents and shall be effective as set forth in the Loan Documents.

16. Governing Law. This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (*as opposed to conflicts of law provisions*) of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF**, Borrower's duly authorized officers have executed this Assignment as of the date first set forth above.

**BORROWER:**  
**THERMOS, L.L.C.,**  
a Delaware limited liability company

By: Robert L. Wagner  
Name: Robert L. WAGNER  
Title: TREASURER & SECRETARY

**ACCEPTANCE**

The undersigned, JPMorgan Chase Bank, N.A., accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

**LENDER:**  
**JPMORGAN CHASE BANK, N.A.**

By: JCV  
Name: JAMES C. VAIL  
Title: VICE PRESIDENT

**EXHIBIT A  
TRADEMARKS AND TRADEMARK REGISTRATIONS**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
THERMOS	2644361	October 29, 2002
THERMOS	2909238	December 7, 2004
THERMOS	3291441	September 11, 2007
THERMOS	3011222	November 1, 2005
THERMOS	2819934	March 2, 2004
RAYA	3399848	March 18, 2008
B3BASICS	2911684	December 14, 2004
COLDWARE	2780405	November 4, 2003
HIDE N' SNAK	3098836	May 30, 2006
LUNCH LUGGER	3259414	July 3, 2007
FOOGO	3362913	January 1, 2008
FOOGO	3362914	January 1, 2008
FOOGO	3398988	March 18, 2008
FOOGO	3362911	January 1, 2008

**Pending Applications to Register Trademarks**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
THERMOS	78/725,916	October 4, 2005
THERMOS	78/895,618	May 30, 2006
FOOGO	77/103,384	February 9, 2007

**EXHIBIT B  
PATENTS AND PATENT REGISTRATIONS**

**ISSUED PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>SERIAL #</b>	<b>PATENT NO.</b>
CONVERTIBLE CUP FOR VACUUM BOTTLE	UNITED STATES	09/216,176	6,126,024
DISPENSING STOPPER FOR A BOTTLE	UNITED STATES	09/437,995	6,269,984
WHEELED COOLER	UNITED STATES	09/616,296	6,311,991
INSULATED BEVERAGE CONTAINING DEVICE	UNITED STATES	09/909,381	6,419,108
CARRYING AND LUNCH BAG	UNITED STATES	29/014,913	D372,795
TRAVEL MUG	UNITED STATES	29/060,878	D386,948
TRAVEL MUG	UNITED STATES	29/073,212	D398,187
CONVERTIBLE TRAVEL CUP AND BOTTLE	UNITED STATES	29/092,113	D410,364
VACUUM FLASK	UNITED STATES	29/133,305	D450,982
LID FOR A MUG TUMBLER	UNITED STATES	29/213,475	D504,796
BOTTLE	UNITED STATES	29/219,758	D516,877
DOMELID FOR A MUG OR TUMBLER	UNITED STATES	29/219,763	D518,996
BOTTLE	UNITED STATES	29/224,221	D522,320
FOOD JAR	UNITED STATES	29/219,759	D522,816
HANDLE FOR A MUG/TUMBLER	UNITED STATES	29/219,761	D526,159
HANDLE FOR A MUG/TUMBLER	UNITED STATES	29/219,760	D527,578
TUMBLER	UNITED STATES	29/235,230	D529,337
HYDRATION BOTTLE	UNITED STATES	29/235,231	D529,339
BOTTLE	UNITED STATES	29/235,232	D529,342
MUG	UNITED STATES	29/217,330	D529,763
FOOD JAR	UNITED STATES	29/235,228	D530,161
MUG	UNITED STATES	29/217,328	D530,980
TRAVEL MUG	UNITED STATES	29/235,229	D554,435
SIPPY CUP	UNITED STATES	29/259,817	D559,622
SIPPY CUP WITH HANDLES	UNITED STATES	29/259,808	D559,624

**PENDING PATENT APPLICATIONS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>SERIAL #</b>
Insulated Cup Holder	UNITED STATES	10/345,595
Gauge To Indicate The Level Of Beverage In A Beverage Container	UNITED STATES	11/349,585
Spill Resistant Lid Assembly For A Drink Container	UNITED STATES	11/607,510
Food Jar	UNITED STATES	29/268,539
Telescoping Eating Utensil (Compact)	UNITED STATES	29/292,971
Telescoping Eating Utensil (Extended)	UNITED STATES	29/292,970
Lifting Pipe For The Liquid Container (Pump Pot)	UNITED STATES	11/668,902
Telescoping Eating Utensil	UNITED STATES	12/008,572
Mug/Tumbler With Handle	UNITED STATES	
Mug/Tumbler Without Handle	UNITED STATES	29/294,713
Bottle	UNITED STATES	29/294,706
Food Jar	UNITED STATES	29/294,700
Mug/Tumbler With Handle	UNITED STATES	29/294,717
Mug/Tumbler Without Handle	UNITED STATES	29/294,717
Small Bottle	UNITED STATES	29/294,719
Large Bottle	UNITED STATES	29/294,718
Food Jar	UNITED STATES	29/294,705
Food Jar	UNITED STATES	29/301,861
Bottle	UNITED STATES	29/301,862
Water Bottle	UNITED STATES	29/310,473
Lid For Water Bottle	UNITED STATES	29/310,474
Drink Container	UNITED STATES	29/323,320
Drink Container	UNITED STATES	29/327,887

JPMorgan Chase Bank, N.A.  
First Supplemental Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

CHI1 1572612v.1

**TRADEMARK**  
**REEL: 003991 FRAME: 0441**

**EXHIBIT C  
COPYRIGHTS AND COPYRIGHT APPLICATIONS**

NONE

**EXHIBIT D  
LICENSE AGREEMENTS**

NONE

JPMorgan Chase Bank, N.A.  
First Supplemental Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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**RECORDED: 05/21/2009**

**TRADEMARK  
REEL: 003991 FRAME: 0443**