

TO: NATALIE GROGAN COMPANY: 2030 HARRISON ST.

TRADEMARK ASSIGNMENT

Electronic Version v1.1 **06/25/2009**
 Stylesheet Version v1.1 **900137178**

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	<i>License Agreement</i>
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sababa Group	FORMERLY Sababa Toys and Front Porch Classics (merger, 2007)	12/05/2008	CORPORATION; NEW YORK

RECEIVING PARTY DATA

Name:	University Games Corporation
Street Address:	2030 Harrison St.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94110
Entity Type:	CORPORATION; CALIFORNIA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2821022	OLD CENTURY BASEBALL
Registration Number:	2850518	GAMES OF THE WORLD
Registration Number:	2838204	GRIZZLY CREEK
Registration Number:	3104477	LEAGUE OF PIRATES
Registration Number:	2519974	MOJO BOARD GAMES
Registration Number:	2821079	OLD CENTURY BASEBALL
Registration Number:	2519973	OLD CENTURY
Registration Number:	2808110	OLD CENTURY CLASSICS ARCHIVAL QUALITY
Registration Number:	2824135	RED TOP TOY COMPANY
Registration Number:	2817851	STRETCH RUN
Registration Number:	3124088	RACEWAY 57
Registration Number:	3112448	VALLEY OF THE PHARAOHS
Registration Number:	2850519	TORNADO TOPS

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Registration Number:	2920567	CIRCA KIDS
Registration Number:	2921021	AMERICAN FIELDS BASEBALL
Registration Number:	2921080	AMERICAN FIELDS BASEBALL
Registration Number:	2964683	AUTHENTIC FUN
Registration Number:	2804440	CIRCA CLASSICS
Registration Number:	2797428	CIRCA BASEBALL
Registration Number:	2958658	CIRCA CLASSICS
Registration Number:	2958548	ORIGINAL CIRCA BASEBALL
Registration Number:	2519972	DREAD PIRATE
Registration Number:	2859776	DREAD PIRATE
Registration Number:	2851388	FRONT PORCH CLASSICS

CORRESPONDENCE DATA

Fax Number: (415)503-0085

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

Phone: 415-934-3741

Email: natalieg@ugames.com

Correspondent Name: Natalie Grogan

Address Line 1: 2030 Harrison St.

Address Line 4: San Francisco, CALIFORNIA 94110

NAME OF SUBMITTER:

Natalie Grogan

Signature:

/Natalie Grogan/

Date:

06/25/2009

Total Attachments: 22

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TO: NATALIE GROGAN COMPANY: 2030 HARRISON ST.

License Agreement made as of this fifth day of December 2008 between OMNI COMMERCIAL, LLC ("Omni"), a New York limited liability company, and UNIVERSITY GAMES CORPORATION ("University"), a California corporation.

Background

WHEREAS:

A. Omni was the successful bidder for certain assets of Sababa Group, Inc. ("Sababa") including certain intellectual property owned by Sababa and the sale of the same to Omni has been approved by an *Order of the Bankruptcy Court for the Southern District of New York Approving (A) Sale of the Certain of Debtor's Assets, Free and Clear of Certain Liens, Claims and Encumbrances (B) Deferring Consideration of Debtor's Motion for Assumption and Assignment of Certain Licenses and Executory Contracts, and (C) Granting Related Relief*, dated September 29, 2008 (the "Bankruptcy Court Order"); and

B. University desires to license from Omni the right to use certain Sababa Intellectual Property acquired by Omni pursuant to the Bankruptcy Court Order and Omni desires to license the same to University on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. License.

(a) On the date the Sale Agreement closes (the "Effective Date", Omni will grant to University an exclusive worldwide license to use the Sababa Intellectual Property to manufacture, distribute, market and sell game and toy products (the "Licensed Products"). The Sababa Intellectual Property shall mean the trademarks, copyrights, patents and design patents owned of record by Sababa or pending applications therefor owned of record by Sababa as well

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as the rights, if any, of Sababa in any unregistered trademarks and copyrights used and owned by Sababa.

(b) Subject to prior termination by reason of the default of University hereunder, the license granted hereunder shall be perpetual. The foregoing notwithstanding, at any time after the Maximum Royalty Amount (defined below) has been indefeasibly paid to Omni, Omni may terminate this Agreement and require University to purchase the Sababa Intellectual Property and University may terminate this Agreement and require Omni to sell to it the Sababa Intellectual Property, in either case, without representation or warranty of any kind other than the same is free and clear of all liens except for the lien of Stroock, Stroock & Lavan for the sum of one (\$1.00) dollar plus all costs and expenses incurred by Omni with respect to such transfer. This Agreement will automatically terminate without any action on the part of Omni unless it affirms the same in writing if University has not paid the Maximum Royalty Amount and ceases selling Licensed Products for a period of six (6) months or if University files a petition for relief under the United States Bankruptcy Code or a petition for relief is filed against University and the same is not dismissed within sixty (60) days of the filing of the same. The indemnification obligations of University set forth herein shall survive the termination of this Agreement.

(c) University may sublicense or assign its rights hereunder without the consent of Omni provided it first pays to Omni the balance of the Maximum Royalty Amount due Omni.

2. Royalties.

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(a) University shall pay to Omni as guaranteed royalties the sum of Seven Hundred Thousand (\$700,000) Dollars (the "Guaranteed Royalty"). The Guaranteed Royalty shall be paid by wire transfer in same day funds as follows:

- (i) Three Hundred Thousand (\$300,000) Dollars on the Effective Date;
- (ii) One Hundred Thousand (\$100,000) Dollars on February 1, 2009;
- (iii) One Hundred Thousand (\$100,000) Dollars on May 1, 2009;
- (iv) One Hundred Thousand (\$100,000) Dollars on July 1, 2009; and
- (v) One Hundred Thousand (\$100,000) Dollars on October 1, 2009.

(b) In the event University fails to pay any of the installments of the Guaranteed Royalty when due hereunder and such failure shall continue for a period of seven (7) days after written notice of such failure shall have been received by University (an "Event of Default"), then such Guaranteed Royalty installment and the next installment of Guaranteed Royalty, if any, (the "Accelerated Installments") shall become immediately due and payable without further notice or action on the part of Omni. If an Event of Default occurs, then University shall reimburse Omni for all costs and expenses incurred by Omni in enforcing its rights hereunder including reasonable attorney fees. In addition, the Accelerated Installments owing shall bear interest from the date of the occurrence of the Event of Default until the date paid at the rate of eighteen (18%) percent per annum or the highest rate permitted by law, whichever is less.

(c) In addition, University shall pay to Omni by wire transfer in same day funds additional royalty (the "Additional Royalty") commencing February 15, 2010 equal to six (6%) percent of Qualifying Sales (defined below) made during the fourth quarter of 2009 and continuing quarterly thereafter until the Sababa Debt (defined below) is reduced to zero or until

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the sum of the Guaranteed Royalties plus Additional Royalties paid by University to Omni is equal to One Million Fifty Thousand (\$1,050,000) Dollars (the "Maximum Royalty Amount"), whichever first occurs. Each royalty payment shall be accompanied by a statement setting forth such Qualifying Sales for such calendar quarter in reasonable detail. If such statement and the payment due thereunder shall not be timely delivered and paid and such failure shall continue for a period of seven (7) days after written notice of such failure shall have been received by University (the "Extended Due Date"), then the amount so due shall bear interest from the Extended Due Date until the date paid at the rate of eighteen (18%) percent per annum or the highest rate permitted by law, whichever is less. In addition, University shall reimburse Omni for all costs and expenses incurred by Omni in enforcing its rights hereunder including reasonable attorneys' fees.

(i) All sums indefeasibly paid to Omni by University hereunder and all sums paid by University to Omni for certain inventory and certain other tangible assets previously owned by Sababa and acquired by Omni as well as all sums indefeasibly paid to Omni with respect to assets previously owned by Sababa and acquired by Omni which were not sold to University ("Excluded Assets") shall be applied to reduce the Sababa Debt net of expenses and other costs relating to such payments, but such payments shall not reduce the Maximum Royalty Amount unless the Sababa Debt is reduced to zero by virtue of such payments. If the Sababa Debt is reduced to zero and thereafter Omni receives further payments on account of any Excluded Assets, then such further payments shall be turned over to University. University acknowledges that it has been advised that the Sababa Debt will likely exceed One Million Seven Hundred Fifty Thousand (\$1,750,000) Dollars by reason of further expenses that will be incurred by Omni so that even after applying payments received and

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expected to be received by Omni with respect to the Excluded Assets it is likely that the Sababa Debt will exceed One Million Seven Hundred Fifty Thousand (\$1,750,000) Dollars and that if the Sababa Debt does equal or exceed One Million Seven Hundred Fifty Thousand (\$1,750,000) Dollars, then the Maximum Royalty Amount hereunder will be One Million Fifty Thousand (\$1,050,000) Dollars.

(ii) "Sababa Debt" means the amount owed to Omni by Sababa both pre and post Chapter 11 including pre and post Chapter 11 expenses and interest and other costs chargeable under the pre and post Chapter 11 financing agreements between Omni and Sababa including interest on the unpaid balance thereof at the rate of 7.5% per annum from and after the Closing Date until the Omni Debt has been paid in full. Omni will periodically provide statements to University reflecting the then current calculation of the Sababa Debt. University shall have the right to audit Omni's books and records to verify the amount of any such advances, charges and expenses and that the same are properly chargeable to Sababa.

(iii) "Qualifying Sales" means the net sales of products sold by University after September 30, 2009, that use, in whole or in part, any of the Sababa Intellectual Property. Omni shall have the right to audit University's books and records to verify the amount of Qualifying Sales.

3. **Quality Control.** At the written request of Omni from time to time, University will submit samples of its Licensed Products and all marketing materials it intends to use in connection with the sale of Licensed Products for Omni's approval which approval will not be unreasonably withheld. If Omni fails to approve or disapprove any Licensed Product or marketing materials within five (5) business days of its receipt of the same, then the same shall be deemed approved.

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4. No Representation or Warranty; Indemnification; Maintenance Costs

(a) Omni makes no representation or warranty as to the validity or enforceability of the Sababa Intellectual Property licensed to University hereunder or that the same does not infringe the rights of third parties or that third parties are not infringing upon the Sababa Intellectual Property rights and the obligation of University to pay the Total Royalties due hereunder shall continue notwithstanding that some or all of the Sababa Intellectual Property licensed to University is invalid or is not enforceable or infringes the rights of third parties or is being infringed by third parties.

(b) If a claim is made or legal proceedings are brought against Omni alleging that any of the Sababa Intellectual Property is not valid or is not enforceable or infringes the rights of third parties or that any Licensed Product caused injury to a third party, then Omni shall promptly notify University of such claim or legal proceeding and University shall defend and indemnify and hold Omni harmless with respect thereto including all legal fees and other expenses incurred by Omni in defending against any such claim or legal proceeding; provided, however, that such indemnity shall not be applicable with respect to any action taken by Omni with respect to the Sababa Intellectual Property prior to the date hereof. If University is required to make any indemnity payments to Omni pursuant to this Section (excluding, however, any indemnity payments with respect to product liability claims in connection with products sold by University), then University shall have the right to delay payment of future Additional Royalty payments that thereafter become due hereunder to Omni, if any, up to the amount of the indemnity payments so made by University to Omni; provided, however, such offsets shall not constitute payments to Omni that reduce the Maximum Royalty Amount due Omni hereunder.

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(c) University will engage attorneys of its own choosing and shall pay all costs and expenses including attorney's fees and filing fees that are incurred in transferring the registered Sababa Intellectual Property and the pending application for Sababa Intellectual Property into Omni's name. In addition, if University desires Omni to continue to pursue any pending applications or police unauthorized use of the Sababa Intellectual Property it shall engage and agree to pay the attorneys it chooses to pursue such applications or such infringers and shall pay all costs and expenses incurred in doing so. University shall be solely responsible for monitoring and maintaining all registrations and shall at its own cost and expense prepare all necessary legal documents and pay all fees required in order to maintain any such registrations. Omni agrees to fully cooperate with University (but shall not be required to expend any monies) in any of these actions if requested to do so by University.

5. Insurance. University shall obtain and maintain product liability insurance of no less than Six Million (\$6,000,000) Dollars per claim and Seven Million (\$7,000,000) Dollars in the aggregate and shall name Omni as an additional insured on its product liability insurance policies and shall deliver to Omni a certificate of insurance providing that such insurance may not be cancelled except upon thirty (30) days prior written notice to Omni.

6. General. This Agreement together with the Sale Agreement constitutes the entire understanding between the parties hereto relating to the subject matter hereof and may not be amended except by a further writing signed by the parties hereto. This Agreement shall be interpreted and enforced under the laws of the State of New York applicable to agreements executed in and to be performed wholly within the State of New York. The parties agree that any legal proceedings with respect to the enforcement of this Agreement shall be brought in the Supreme Court of the State of New York located in the County of New York or in the United

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States District Court for the Southern District of New York. The parties waive the right to a jury trial. This Agreement may be executed in counterparts and by facsimile signature.

OMNI COMMERCIAL LLC

By: Joseph Ryan

UNIVERSITY GAMES CORPORATION

By: Michelle Kelly

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TO: NATALIE GROGAN COMPANY: 2030 HARRISON ST.

SECOND AMENDED AND RESTATED AGREEMENT dated as of December 5, 2008, by and between OMNI COMMERCIAL, LLC ("Omni"), a New York limited liability company, and UNIVERSITY GAMES CORPORATION ("University"), a California corporation.

Background

WHEREAS:

A. Omni and University entered into an Amended and Restated Agreement dated October 1, 2008 (the "Prior Agreement") pursuant to which Omni agreed to sell and University agreed to purchase certain assets of Sababa Group, Inc. ("Sababa"), a debtor in a Chapter 11 case pending in the United States Bankruptcy Court for the Southern District of New York, if the same was acquired by Omni from Sababa;

B. Omni was the successful bidder for certain assets of Sababa and the sale of the same to Omni has been approved by an *Order Approving (A) Sale of the Certain of Debtor's Assets, Free and Clear of Certain Liens, Claims and Encumbrances (B) Deferring Consideration of Debtor's Motion for Assumption and Assignment of Certain Licenses and Executory Contracts, and (C) Granting Related Relief*, dated September 29, 2008 (the "Bankruptcy Court Order"); and

C. Upon Omni's acquisition of the Transferred Assets (as defined in paragraph 1 below) pursuant to the Bankruptcy Court Order, Omni will sell and University will purchase certain of the assets of Sababa acquired by Omni; and

D. University has requested Omni to amend and restate the Prior Agreement in its entirety and Omni has agreed to do so.

NOW, THEREFORE, the parties agree as follows:

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1. Sale.

(a) On the Closing Date (defined below), Omni will sell and transfer (or cause to be sold and transferred) to University and University will purchase from Omni all of the following assets acquired by Omni from Sababa pursuant to the Bankruptcy Court Order (the "Transferred Assets"):

(i) All of the furniture, equipment and other fixed assets of Sababa (receipt of which is hereby acknowledged by University) including Sababa's interest, if any, in tools, dies and molds located in factories that formerly produced products for Sababa subject to the rights of said factories, if any, in such tools, dies and molds and the rights of licensors to Sababa of various trademarks, if any, in such tools, dies and molds;

(ii) All of the inventory owned by Sababa, except for inventory bearing trademarks not owned by Sababa, consigned inventory and inventory located at Distribution Solutions, Inc. one of Sababa's public warehouses (the "Excluded Inventory");

(iii) All of the accounts receivable of Sababa resulting from shipments made after August 13, 2008, except for (i) accounts receivable generated by shipments made after August 13, 2008 to Back to Basics and to Flair Leisure Products with respect to orders received prior to the date hereof, (ii) accounts receivable generated by the sale of consigned inventory and (iii) accounts receivable arising from shipments made on or before August 13, 2008 (the "Excluded Accounts Receivable"); and

(iv) All customer orders received by Sababa through the Closing Date excluding orders by Back to Basics, Flair Leisure Products with respect to orders received prior to October 1, 2008 and cancelled orders.

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(b) Omni warrants and represents that it has good and valid title to the Transferred Assets and that the Transferred Assets are free and clear of all liens and security interests. Subject to University paying the sums due Sababa's public warehouse, Global, as provided in Section 3(c) below, Omni will take the necessary steps to cause any warehousemen's liens asserted by Global with respect to any Front Porch Classics inventory to be released. Except for such warranty and representation, the Transferred Assets are being sold AS IS and WHERE IS, without any other representation or warranty. The forgoing warranty and exclusion of warranties shall apply to all transfers by Omni to University of certain of the Transferred Assets that have taken place prior to the date hereof at University's request.

(c) The Excluded Inventory, the Excluded Accounts Receivable, the Sababa Intellectual Property as defined in the License Agreement annexed hereto as Exhibit A (the "License Agreement") and all other agreements of Sababa (except for certain customer orders under Section 1(a)(iv) above)) are not being sold by Omni to University (collectively, the "Excluded Assets").

(d) Omni has and will, at the request of University, issue specific invoices for the Transferred Assets the aggregate invoice amount of which will equal the Purchase Price. The issuance of such invoices shall not be construed as modifying this Agreement in any way and shall be subject to all of the terms and conditions of this Agreement.

(e) University agrees that if it inadvertently took or takes inventory bearing trademarks not owned by Sababa that it will return the same and if it does not, then it will indemnify and hold Omni harmless with respect to any claims made by the owners of such intellectual property or their licensees by reason of the sale of such inventory by University

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including all legal fees and other costs and expenses incurred by Omni in defending against any such claim.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Transferred Assets shall be equal to Seven Hundred Thousand (\$700,000) Dollars receipt of which is hereby acknowledged by Omni.

3. **Closing.**

(a) The Closing shall take place in the City of New York at the offices of Omni's counsel as of the date hereof (the "Closing Date").

(b) On the Closing Date:

(i) Omni shall deliver to University such bills of sale with respect to the Transferred Assets reasonably requested by University; and

(ii) The parties shall execute the License Agreement and University shall wire to Omni the sum of Three Hundred Thousand (\$300,000) Dollars as required under Section 2(a) thereof.

(c) All costs and expenses related to picking, packing and transporting the Transferred Assets as well as all storage charges incurred with respect to the Transferred Assets on or after October 7, 2008 shall be the sole responsibility of and shall be paid by University.

4. **General.**

(a) University shall without charge assist Omni in collecting the Excluded Accounts Receivable and Omni and University will cooperate with one another and use their best commercial reasonable efforts to maximize collection of the Excluded Accounts Receivable.

(b) This Agreement together with the License Agreement constitutes the entire understanding between the parties hereto relating to the subject matter hereof and may not

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be amended except by a further writing signed by the parties hereto. This Agreement shall be interpreted and enforced under the laws of the State of New York applicable to agreements executed in and to be performed wholly within the State of New York. The parties agree that any legal proceedings with respect to the enforcement of this Agreement shall be brought in the Supreme Court of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York. The parties waive the right to a jury trial. This Agreement may be executed in counterparts and by facsimile signature.

OMNI COMMERCIAL LLC

By: 

UNIVERSITY GAMES CORPORATION

By: 

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EXHIBIT A

See License Agreement Attached

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TO: NATALIE GROGAN COMPANY: 2030 HARRISON ST.

BILL OF SALE

THIS BILL OF SALE is made, executed and delivered as of December 5, 2008 by OMNI COMMERCIAL, LLC, a New York limited liability company ("Omni") in favor of UNIVERSITY GAMES CORPORATION ("University"), a California corporation.

RECITALS

WHEREAS, Omni and University are parties to that certain Second Amended and Restated Asset Purchase Agreement, dated as of December 5, 2008 (the "University Asset Purchase Agreement"); and

WHEREAS, pursuant to the University Asset Purchase Agreement, Omni has agreed, subject to all of the terms and conditions contained therein, to sell, set over, grant, convey, transfer, assign and deliver to University all of the assets Omni has acquired from Sababa of every kind and description and wheresoever located, including, without limitation, all of Sababa's right, title and interest, if any, in and to the assets described in Exhibit A, a copy of which is attached hereto, but excluding the assets described in Exhibit B, a copy of which is attached hereto, pursuant to the Order of the Bankruptcy Court for the Southern District of New York dated September 29, 2008 (the "Order") (the "University Purchased Assets").

NOW, THEREFORE, Sababa agrees as follows:

1. Effective as of 12:01 a.m. (Eastern Standard Time) on the date hereof, Omni does hereby irrevocably sell, set over, grant, convey, transfer, assign and deliver to University, forever, all of its right, title and interest in and to the University Purchased Assets, free and clear of all liens and security interests other than the liens set forth on Exhibit and C, a copy of which is attached hereto.

2. Omni does hereby irrevocably constitute and appoint University, as its true and lawful attorney(s), with full power of substitution, in University's name and stead on behalf and for the benefit of University, to demand and receive any and all of the University Purchased Assets and to give receipts and releases for and in respect of the University Purchased Assets, or any part thereof.

3. Omni does hereby covenant that, at University's expense, from time to time after the delivery of this instrument, at University's reasonable request, it will do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances as University may require to convey, transfer to and vest in University, and to put University in possession of, any of the University Purchased Assets.

4. This Bill of Sale shall be binding on and inure to the benefit of Omni, and University and their respective successors and assigns. Nothing contained herein or in the

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University Asset Purchase Agreement shall be deemed to create or imply any right or benefit in any person or entity other than Sababa, Omni and University and their respective successors and assigns.

OMNI COMMERCIAL, LLC

By: _____

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Exhibit A

1. Except as otherwise set forth in Exhibit B, all inventory of Sababa acquired by Omni.
2. All fixed assets of Sababa acquired by Omni.
3. Except as otherwise set forth in Exhibit B, all accounts receivable arising from shipments of Sababa inventory made by University after August 13, 2008.
4. Except as otherwise set forth in Exhibit B, all orders procured by University for the sale of Sababa inventory after August 13, 2008.

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Exhibit B**Excluded Assets**

1. All accounts receivable of Sababa arising from shipments of inventory (including consigned inventory) made on or before August 13, 2008, all accounts receivable arising from shipments of inventory made to Back to Basics and Flair Leisure Products at any time with respect to orders placed prior to October 1, 2008.
2. All inventory of Sababa bearing or using trademarks or other intellectual property not owned by Sababa, all inventory of Sababa located at Distribution Solutions, Inc. and all consigned inventory.
3. Orders received by Sababa from Back to Basics and Flair Leisure Products prior to October 1, 2008 and cancelled orders.
4. All trademarks, copyrights, patents, design patents and applications therefor and all other intellectual property and general intangibles owned by Sababa.

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Exhibit C**Permitted Liens**

1. The rights of factories in any Sababa equipment, tools, dies and molds in their possession and the rights of licensors to Sababa of various trademarks and/or other intellectual property in any Sababa equipment, tools, dies and molds.