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	
Gump's Corp.		10/14/2009	CORPORATION: CALIFORNIA	
Gump's Holdings, LLC		110/14/2009	LIMITED LIABILITY COMPANY: NEVADA	
Gump's By Mail, Inc.		10/14/2009	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	Seaker & Sons	
Street Address:	c/o Lew, Fong, Leung, Lee & Chan	
Internal Address:	456 Montgomery Street, Suite 700	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94104	
Entity Type:	PARTNERSHIP: CALIFORNIA	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2540352	GUMP'S
Registration Number:	1771023	GUMP'S
Registration Number:	0512182	GUMP'S
Registration Number:	0515064	GUMP'S
Registration Number:	0526051	GUMP'S
Registration Number:	0506525	GUMP'S
Registration Number:	0516418	GUMP'S
Registration Number:	0516417	GUMP'S
Registration Number:	0506994	GUMP'S
Registration Number:	1719091	GUMP'S GALLERY
Registration Number:	3315468	GUMP'S SAN FRANCISCO

REEL: 004095 FRAME: 0386

TRADEMARK

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900147527

CORRESPONDENCE DATA

Fax Number: (415)421-2922

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

Phone: (415) 421-6500
Email: joconnell@sflaw.com

Correspondent Name: Jeffrey A. O'Connell/Shartsis Friese LLP

Address Line 1: One Maritime Plaza

Address Line 2: 18th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	7836/001
NAME OF SUBMITTER:	Jeffrey A. O'Connell
Signature:	/Jeffrey A. O'Connell/
Date:	11/12/2009

Total Attachments: 12

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TRADEMARK REEL: 004095 FRAME: 0387

TRADEMARK SECURITY AGREEMENT

This instrument, the rights and obligations evidenced hereby and the security interests and liens created hereby, are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of October 14, 2009 among (a) SEAKER & SONS, a California partnership, as the "Subordinated Creditor"; (b) GUMP'S CORPORATION, a California corporation, GUMP'S BY MAIL, INC., a Delaware corporation and GUMP'S HOLDINGS, LLC, a Nevada limited liability company (collectively, the "Loan Parties"); and (c) WELLS FARGO RETAIL FINANCE, LLC, as the "Senior Lender", to the security interests and liens granted by the Loan Parties (or any of them) in favor of Senior Lender, whether now existing or hereafter arising, and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of October 14, 2009 (the "Effective Date") by and between SEAKER & SONS, a California partnership ("Secured Party"), and GUMP'S CORP., a California corporation ("Gump's") and GUMP'S BY MAIL, INC., a Delaware corporation (collectively, "Debtor"), with reference to the following facts:

- A. Secured Party as Landford and Debtor as Tenant entered into that certain Lease Agreement dated February 10, 1994, which Lease Agreement was amended by that certain Amendment to Lease Agreement dated as of March 6, 2000 (collectively, the "Lease").
- B. As of the Effective Date, Secured Party as Landlord and Debtor as Tenant have executed a Second Amendment to Lease (the "Second Amendment") to provide for (i) the extension of the Term for a period commencing March 6, 2010 and expiring March 5, 2012, (ii) the inclusion of Gump's By Mail, Inc. as a tenant under the Lease, (iii) the provision of a security deposit by Tenant to secure its obligations under the Lease, and (iv) for the modification of certain other terms, all as more particularly set forth therein.
- C. As a condition to entering into the Second Amendment, and as additional security for Debtor's performance of its obligations under the Lease, as amended by the Second Amendment, Secured Party has required that Debtor grant to Secured Party an interest in and to certain property of Debtor as more particularly described below and Debtor is willing to grant to Secured Party such an interest in and to such property that is junior and subordinate to the Senior Loan and to enter into this Agreement as an inducement to Secured Party to enter into the Second Amendment as Landlord.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

I. <u>Definitions</u>. As used in this Agreement:

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TRADEMARK REEL: 004095 FRAME: 0388 "Code" means the California Uniform Commercial Code—Secured Transactions, as amended.

"Collateral" means all right, title and interest of Debtor now owned or hereafter acquired in and to the property described in this Agreement.

"Lien" means any security interest, mortgage, pledge, lien, attachment, claim, charge, encumbrance, agreement retaining title, or lessor's interest covering or relating to any of the Collateral.

"Obligations" means all obligations of Debtor to Secured Party arising from this Agreement, the Lease as amended by the Second Amendment, and all amendments or extensions or renewals of the Lease and this Agreement.

"Permitted Encumbrances" means (i) all Liens in the Collateral, or portions thereof, or any other assets, whether now existing or hereafter arising, granted to the Senior Lender pursuant to any of the Senior Debt Documents; (ii) any prejudgment Lien or attachment or judgment Lien not exceeding \$250,000, which judgment is not satisfied or appealed from within thirty (30) days of its entry; and (iii) Liens not attaching to any Collateral.

"Senior Lender" means Wells Fargo Retail Finance, LLC, together each of its successors and assigns under the Senior Debt Documents, and any lender that takes the place of Wells Fargo Retail Finance, LLC pursuant to any other senior debt documents replacing the existing Senior Debt Documents.

"Senior Loan" means the loan made the Senior Lender that is secured by the Senior Debt Documents.

"Senior Debt Documents" shall have the meaning as set forth in the Subordination Agreement and any other senior debt documents replacing the existing Senior Debt Documents.

"Subordination Agreement" means that certain Subordination and Intercreditor Agreement dated as of even date herewith entered into among the Secured Party and Senior Lender, together with any replacements thereto or substitutions therefor, as each may be amended or otherwise modified from time to time.

"Territories" means the United States, Canada, and the European Union and any other countries in which Debtor applies for and/or obtains registrations for any Trademarks during the term of this Agreement.

"Trademark Licenses" means rights under any written agreement now in effect or hereafter entered into by Debtor granting any right to use any Trademark in the Territories.

"Trademarks" means all of the following now owned or existing or hereafter adopted or acquired by Debtor in the Territories: (a) all trademarks, trade names, corporate names, business names, service marks, logos or trade styles that contain or comprise the term GUMP's, including, without limitation, Gump's and Gump's By Mail and any variations or changes thereto (whether registered or unregistered), all registrations and recordings of any thereof, and all applications in connection with any thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory of the United States, or any other country or political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

Other terms defined in the Code and not otherwise defined in this Agreement have the meanings respectively ascribed to them in the Code, as in effect on the date of this Agreement.

2. Grant of Security Interest.

- (a) To secure the prompt and complete payment, performance and observance of all of the Obligations, Debtor hereby pledges to Secured Party and creates and grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the following property in the Territories, whether now owned by, existing or owing to, or hereafter acquired by, created by, adopted by or arising in favor of, Debtor, including under any trade names, styles or derivations of Debtor, and whether owned by Debtor or consigned by or to Debtor or leased from or to Debtor (all of which being hereinafter collectively called the "Collateral"):
 - (i) All Trademarks; and
 - (ii) All Trademark Licenses; and,
- (iii) To the extent not otherwise included in the foregoing, all proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of each and all of the foregoing.
- (b) Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency in the Territories it deems necessary or desirable in order to secure and perfect its rights under this Agreement.
- 3. <u>Debtor's Covenants</u>. In addition to and without limiting any covenant, promise or agreement elsewhere in this Agreement or the Lease, Debtor promises:
 - (a) To pay, perform and observe the Obligations when they are due;
- (b) To procure, execute and deliver from time to time any and all endorsements, assignments, consents, acknowledgements, financing statements and other writings and do all other acts and things, reasonably necessary to perfect, maintain and protect Secured Party's security interest hereunder and, subject to the Permitted Encumbrances, the priority thereof;
- (c) Debtor will use for the duration of this Agreement, proper statutory notice as is commercially reasonable in connection with its use of the Collateral, unless Debtor

determines that such Collateral is no longer useful in Debtor's business and discontinuance of such Collateral is in the best interests of Debtor; and

- (d) Debtor shall have the duty to prosecute diligently any material Trademark applications pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to do any and all commercially reasonable acts which are necessary to preserve and maintain all rights in the Collateral.
- (e) Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement relating to the Trademarks (for example, a license agreement) which is inconsistent with Debtor's obligations under this Agreement, without Secured Party's prior written consent; provided, that so long as no Event of Default exists, without the consent of Secured Party, Debtor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Debtor's and such third party on arm's length and customary business terms.
- (f) If, before the Obligations shall have been satisfied in full, Debtor shall obtain rights to any new Trademarks or any material rights that would come within the definition of Collateral had such rights existed on the date hereof, Debtor shall give Secured Party prompt written notice thereof and such Trademarks shall automatically be included as part of the Collateral.
- (g) Except as provided in Section 3(e), not to surrender (except to Secured Party), sell, encumber, lease, rent, transfer or otherwise dispose of any Collateral or right or interest therein;
- (h) To notify Secured Party immediately of (i) its receipt of any notice of default under the Senior Loan, and (ii) the release of the security interest granted in connection with the Senior Loan.
- 4. <u>Debtor's Warranties and Representations.</u> Debtor covenants, warrants and represents to Secured Party, as follows:
- (a) Gump's is a California corporation and Gump's By Mail is a Delaware corporation and each is duly organized, validly existing, and in good standing under the laws of the states in which they are incorporated and each has all necessary authority to own Debtor's properties, to enter into this Agreement, to perform Debtor's obligations hereunder and thereunder, and to conduct Debtor's business wherever it is conducted.
- (b) Debtor is duly authorized to execute and deliver this Agreement. This Agreement is the legal, valid and binding agreement of Debtor, enforceable against Debtor in accordance with its terms.
- (c) Except only for the Senior Loan and the Permitted Encumbrances as to which this security interest is subject and subordinate, this Agreement creates a perfected, first-priority security interest, enforceable against all Collateral in which Debtor now has rights, and will create a perfected, first-priority security interest enforceable against all Collateral in which Debtor later acquires rights, when Debtor acquires those rights.

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- (d) Neither the execution and delivery of this Agreement nor the taking of any action in compliance with it (1) violates or will violate, or breaches or will breach, any law, regulation, rule, order or judicial action of any governmental authority, any agreement or instrument to which Debtor is a party or subject or by which Debtor is bound, Debtor's articles of incorporation or bylaws or any other constitutional or governing document or instrument of Debtor; or (2) result in the oreation of any Lien except in favor of Secured Party.
- (e) Debtor is the owner of the Collateral, subject only to the Permitted Encumbrances (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and no other person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to any Collateral in the Territories.
- (f) Debtor owns the Trademark registrations and Trademark applications listed on, and is a party to the Trademark Licenses listed on, Schedule I hereto;
- (g) Schedule 1 to this Agreement is a true, complete and accurate list of all registered, and applied for Trademarks held by Debtor in the Territories.
- (h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to Collateral is, or will be when so supplied, true and complete in all material respects.
- 5. Event of Default. Debtor will be in default under this Agreement on the occurrence of any of the following:
- (a) Debtor fails to pay, perform or observe any Obligation, or any portion thereof, to Secured Party, when due, whether at stated maturity, on accelerated maturity, or otherwise, which failure continues uncured for a period of ten (10) days following written notice thereof;
- (b) An Event of Default (as defined in the Lease) occurs with respect to Debtor as Tenant under the Lease; or,
- (c) A default occurs under the Senior Loan which has not been cured within thirty (30) days following notice.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default, the parties shall have the following rights, duties and obligations:
- (a) Debtor shall pay to Secured Party all costs reasonably incurred by Secured Party for the purpose of enforcing Secured Party's rights hereunder, including, without limitation, costs of foreclosure, costs of obtaining money damages and reasonable fees of attorneys engaged or employed by Secured Party for any purpose related to this Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

- (b) Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Trustor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Trustor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.
- (c) Secured Party may pursue any remedy available at law (including, without limitation, those available under the Code) or in equity to collect, enforce or satisfy any Obligation then owing, whether by acceleration or otherwise.
- (d) Secured Party shall have the right to pursue any one or more of the following remedies separately, successively or simultaneously:
- (i) File any suit and obtain judgment and, in conjunction with any action, seek any ancillary remedies provided by law, including levy of attachment and garnishment;
- (ii) Take possession of any Collateral if not already in Secured Party's possession without demand and without legal process; and
- (iii) Without taking possession, sell, lease or otherwise dispose of Collateral at public or private sale in accordance with the Code.
 - (e) If applicable, Debtor shall:
- (i) Assemble the Collateral and make it and all records relating to it available to Secured Party as Secured Party directs; and
- (ii) Allow Secured Party and Secured Party's representatives and agents to enter the premises where all or any part of the Collateral or records relating to Collateral may be and to remove any or all of it.
- (f) Secured Party shall give Debtor such notice of any private or public sale as may be required by the Code.
- (g) Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, and Secured Party may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligations.

- (h) Secured Party may comply with any applicable requirements of state or federal law in connection with disposition of Collateral, and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of Collateral.
- (i) Secured Party may sell Collateral without giving any warranties. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to affect adversely the commercial reasonableness of any sale of Collateral.
- (j) If Secured Party sells any Collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party. If the purchaser fails to pay for any Collateral, Secured Party may resell such Collateral, and Debtor shall be credited with the proceeds of the sale.
- (k) If Secured Party purchases any of the Collateral being sold, Secured Party may pay for such Collateral by crediting some or all of the Obligations of Debtor.
- (I) Secured Party shall have no obligation to marshal any assets in favor of Debtor, or against or in payment of the Note, any of the other Obligations, or any other obligation owed to Secured Party by Debtor or any other person.
- (m) To the extent permitted by law, Debtor expressly waives any constitutional or other right to a judicial hearing before Secured Party takes possession or disposes of the Collateral on default as provided herein.
- 7. <u>Termination of Agreement</u>. This Agreement will terminate automatically and without further action upon Debtor's performance of all Obligations to Secured Party under this Agreement and the Lease.
- 8. <u>Survival of Representations and Warranties</u>. Debtor's representations and warranties in this Agreement shall survive the execution, delivery and termination of this Agreement.
- 9. <u>Notices</u>. Any notice, consent, authorization, waiver or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, or one business day after being sent by a nationally recognized overnight delivery service, charges and postage prepaid, properly addressed to the party to receive such notice, as follows:

If to Debtor:

If to Secured Party:

135 Post Street San Francisco, CA Attention: CEO

c/o Lew, Fong, Leung, Lee & Chan 456 Montgomery Street, Suite 700 San Francisco, CA 94104 Attention: William Leung

Either party may change such party's address for notices, by notice to the other.

- 10. <u>Joint and Several Obligations</u>. If more than one person executes this Agreement as Debtor, the term "Debtor" shall be deemed to refer to each of the undersigned as well as to all of them, and their obligations and agreements hereunder shall be joint and several.
- 11. <u>Waiver</u>. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time. All rights and remedies of Secured Party are cumulative.
- 12. <u>California Law</u>. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of laws.
- 13. <u>Assignment.</u> This Agreement shall bind and inure to the benefit of the respective successors and assignees of the parties, but Debtor shall not assign this Agreement or any of Debtor's rights under this Agreement or delegate any of Debtor's duties under this Agreement, without Secured Party's prior consent. Any attempted or purported assignment or delegation by Debtor without such consent shall be void.

14. Attorneys' Fees and Costs; Waiver of Jury Trial.

- (a) Attorneys' Fees. In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.
- (b) Waiver of Jury Trial. To the fullest extent permitted by law, including laws enacted after the Effective Date, the parties each hereby waives any right it may have to a jury trial in the event of litigation between the parties in any action or proceeding or counterclaim brought by any party hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement or the relationship of Secured Party and Debtor, or any claim of damage, or the enforcement of any remedy under any statute, emergency or otherwise, whether any of the foregoing is based on this Agreement or on tort law. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. Entire Agreement; Advice of Counsel; Authority.

- (a) <u>Entire Agreement</u>. This Agreement together with the Lease collectively constitute the entire agreement and understanding between the parties with respect to the subject thereof and shall supersede all prior written and oral agreements concerning this subject matter.
- (b) Advice of Counsel. Each party acknowledges that it has read this Agreement, fully understands all of this its terms and conditions, and executes this Agreement

freely, voluntarily and with full knowledge of its significance. This Agreement is entered into by the parties with and upon advice of counsel.

- (c) <u>Authority</u>. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.
- 16. <u>Amendments</u>. This Agreement may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Debtor and Secured Party.
- 17. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law.
- 18. Agreement to Perform Necessary Acts. Each party agrees that upon demand, it shall promptly perform all further acts and execute, acknowledge, and deliver all further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provisions of this Agreement.
- 19. <u>Counterparts</u>. This Agreement may be executed in counterparts, and such counterparts together shall constitute but one original of the Agreement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
- 20. <u>Captions and Headings</u>. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this Agreement.
- 21. SUBORDINATION AND INTERCREDITOR. THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTY PURSUANT TO THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY HEREUNDER, ARE EXPRESSLY SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL IN ALL RESPECTS.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Security Agreement has been duly executed by or on behalf of the parties as of the date first set forth above.

Deviot.
GUMP'S CORP.,
a California corporation
By: follow
Name: PollyBoe
lts: CFO/COO
GUMP'S BY MAIL, INC.,
a Delaware corporation
By: Jelffon
Name: PollyBoe
Name.
Its:
Secured Party:
SEAKER & SONS, a California partnership
By: Bonds Land Investment Co. Ltd., a California
corporation
Its: Managing Partner
By: Sue from
N 3.11 (511)

SCHEDULE 1

APPLICATIONS AND REGISTRATIONS:

Country	<u>Trademark</u>	Application No.	Registration No.	Status & Remarks
		Filing Date	Issue Date	
Canada	GUMP'S	887442	TMA552765	Registered
		. 8/14/1998		Next Renewal Due 10/22/2016
European Union	GUMP'S	917633	917633	Registered
		8/13/1998	3/10/2000	Next Renewal Due 08/13/2018
United States	GUMP'S	76/258416	2540352	Registered
		5/17/2001	2/19/2002	Next Renewal Due 02/19/2012
United States	GUMP'S	74/182803	1771023	Registered
		7/5/1991		Next Renewal Due 05/18/2013
United States	GUMP'S	71/541285	512182	Registered
		11/15/1947		Next Renewal Due 07/12/2019
United States	GUMP'S	71/541294	515064	Registered
		11/15/1947		Next Renewal Due 09/13/2019
Jnited States	GUMP'S (Stylized)	71/569889	526051	Registered
		12/3/1948		Next Renewal Due 06/06/2010
Jnited States	GUMP'S (Stylized)	71/541293	506525 F	Registered
		11/15/1947		Next Renewal Due 12/08/2019
Inited States	GUMP'S (Stylized)	71/541289	516418 F	Registered
		11/15/1947	10/18/1949 N	lext Renewal Due 0/18/2009

United States	GUMP'S (Stylized)	71/541288	516417	Registered
		11/15/1947	10/18/1949	Next Renewal Due 10/18/2009
United States	GUMP'S (Stylized)	71/541287	506994	Registered
		11/15/1947		Next Renewal Due 02/22/2019
United States	GUMP'S GALLERY	· 74/182798	1719091	Registered
		7/5/1991		Next Renewal Due 09/22/2012
United States	GUMP'S SAN FRANCISCO	77/007067	3315468	Registered
		9/25/2006	5	Section 8 & 15 Due 10/23/2013

TRADEMARK LICENSES:

<u>Trademark</u>	Territory	<u>Date</u>	Licensee	Termination
		<u>Granted</u>		Date

RECORDED: 11/12/2009