

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
XM International, Inc.		10/05/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	DBA First Growth Capital
Street Address:	4855 Technology Way, Suite 500
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3423011	TAP-CAP STAPLER BY X-CELL COLLATED FASTENERS
Registration Number:	3264821	X-CELL LIFESTYLE A STANDARD OF "EX-CELL-ENCE" IN QUALITY LIVING YOU DREAM ABOUT INNOVATION INSPIRATION BEAUTY FASHION CREATIVITY ETERNITY INSIGHT ELEGANCE VISION
Registration Number:	3080928	
Registration Number:	3072225	
Registration Number:	3083915	
Registration Number:	3083916	
Registration Number:	3083914	
Registration Number:	3089073	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089072	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

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Registration Number:	3089071	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089070	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089069	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	2954305	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

CORRESPONDENCE DATA

Fax Number: (914)288-0023
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (914) 821-9078
Email: tmdocket@leasonellis.com
Correspondent Name: Maren Perry/Leason Ellis
Address Line 1: 81 Main Street, Suite 503
Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	3503/8598-000
NAME OF SUBMITTER:	Maren C. Perry
Signature:	/mcp/
Date:	10/26/2010

Total Attachments: 13
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of October 5, 2010, is made by and among XM INTERNATIONAL, INC., a New Jersey corporation (the "Client") and FCC, LLC, a Florida limited liability company doing business as First Growth Capital (the "Purchaser").

Recitals

Client and Purchaser are parties to a Purchasing Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Purchasing Agreement") setting forth the terms on which Purchaser may now or hereafter extend credit to or for the account of Client. Jane J. Dong has guaranteed the validity of the collateral of Client to Purchaser.

As a condition to extending credit to or for the account of Client, Purchaser has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchasing Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Purchasing Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Purchasing Document (as defined in the Purchasing Agreement) which Client may now or at any time hereafter owe to Purchaser, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Purchasing Agreement).

"Patents" means all of Client's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Client's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Client hereby irrevocably pledges and assigns to, and grants Purchaser a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Purchasing Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Client. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Client represents, warrants and agrees as follows:

(a) **Patents**. **Exhibit A** accurately lists all Patents owned or controlled by the Client as of the date hereof, or to which the Client has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Client owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Client shall within 30 days provide written notice to Purchaser with a replacement **Exhibit A**, which upon acceptance by Purchaser shall become part of this Agreement.

(b) **Trademarks**. **Exhibit B** accurately lists all Trademarks owned or controlled by the Client as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Client's or any Affiliate's business(es). If after the date hereof, Client owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Client's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Client shall promptly provide written notice to Purchaser with a replacement **Exhibit B**, which upon acceptance by Purchaser shall become part of this Agreement.

(c) **Affiliates**. As of the date hereof, no Affiliate of the Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Client, constitute Patents or Trademarks. If after the date hereof any Affiliate of the Client owns, controls, or has a right to have assigned to it any such items, then Client shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Client; or (ii) notify Purchaser of such item(s) and cause such Affiliate to execute and deliver to Purchaser a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Client identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Client (i) will have, at the time such Client acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Client will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Purchaser's prior written consent.

(g) **Defense.** Client will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Client will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Client covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Purchaser: (i) sufficient written notice, of at least 30 days, to allow Purchaser to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Purchaser's Right to Take Action.** If Client fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Purchaser gives Client written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Client notifies Purchaser that they intend to abandon a Patent or Trademark, Purchaser may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Client (or, at Purchaser's option, in Purchaser's own name) and may (but need not) take any and all other actions which Purchaser may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Client shall pay Purchaser on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Purchaser in connection with or as a result of Purchaser's

taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Purchaser at the default rate of interest provided for in the Purchasing Agreement.

(k) **Power of Attorney.** To facilitate Purchaser's taking action under subsection (i) and exercising its rights under Section 6, each Client hereby irrevocably appoints (which appointment is coupled with an interest) Purchaser, or its delegate, as the attorney-in-fact of such Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Client under this Section 3, or, necessary for Purchaser, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Purchasing Agreement as provided therein and the payment and performance of all Obligations.

4. **Client's Use of the Patents and Trademarks.** Client shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Purchasing Agreement, shall occur; or (b) Client shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** While a Default exists, Purchaser may, at its option, take any or all of the following actions:

(a) Purchaser may exercise any or all remedies available under the Purchasing Agreement.

(b) Purchaser may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Purchaser may enforce the Patents and Trademarks and any licenses thereunder, and if Purchaser shall commence any suit for such enforcement, Client shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents required by Purchaser in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing

signed by Purchaser. A waiver signed by Purchaser shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Purchaser's rights or remedies. All rights and remedies of Purchaser shall be cumulative and may be exercised singularly or concurrently, at Purchaser's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Client under this Agreement shall be given in the manner and with the effect provided in the Purchasing Agreement. Purchaser shall not be obligated to preserve any rights the Client may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Client and Purchaser and their respective participants, successors and assigns and shall take effect when signed by Client and delivered to Purchaser, and each Client waives notice of Purchaser's acceptance hereof. Purchaser may execute this Agreement if appropriate for the purpose of filing, but the failure of Purchaser to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Florida without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

Reg. No. Mark

3423011 TAP-CAP STAPLER BY X-CELL COLLATED FASTENERS

3264821 X-CELL LIFESTYLE A STANDARD OF "EX-CELL-ENCE" IN QUALITY LIVING YOU
DREAM ABOUT INNOVATION INSPIRATION BEAUTY FASHION CREATIVITY ETERNITY
INSIGHT ELEGANCE VISION

3080928 (Color box design)

3072225 (Color box design)

3083916 (Color box design)

3083915 (Color box design)

3083914 (Color box design)

3089073 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

3089072 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

3089071 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

3089070 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

3089069 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

2954305 X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

TRADEMARK

REEL: 004304 FRAME: 0560

XM International Inc.

Patent Report by Invention
Status: ISSUED

Printed: 9/14/2010 Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
CONTAINER II							
UNITED STATES	67849-0006	CIP	10/31/2003	29/193,036	6/28/2005	D506,608 S	ISSUED
UNITED STATES	67849-0009	DIV	1/12/2005	29/221,196	8/15/2006	D526,481	ISSUED
UNITED STATES	67849-0010	CON	6/22/2005	29/232,687	2/6/2007	D536,171	ISSUED
CONTAINER II							
MEXICO	67849-1505	CEQ	4/29/2004	4000663	2/1/2006	20043	ISSUED
MEXICO	67849-1517	DIV	4/29/2004	PA/F/2005/001641	8/29/2006	21411	ISSUED
CANADA	67849-1504	CEQ	4/30/2004	106808	8/30/2007	106808	ISSUED
TAIWAN	67849-1506	CEQ	4/30/2004	93302518	10/21/2005	D107121	ISSUED
TAIWAN	67849-1511	DIV	4/30/2004	94303073	2/21/2006	D109242	ISSUED
TAIWAN	67849-1512	DIV	4/30/2004	94303074	2/21/2006	D109243	ISSUED
TAIWAN	67849-1513	DIV	4/30/2004	94303075	2/21/2006	D109244	ISSUED
TAIWAN	67849-1514	DIV	4/30/2004	94303076	2/21/2006	D109245	ISSUED
TAIWAN	67849-1515	DIV	4/30/2004	94303077	2/21/2006	D109246	ISSUED
TAIWAN	67849-1516	DIV	4/30/2004	94303079	2/21/2006	D109247	ISSUED
MEXICO	67849-1518	DIV	10/14/2005	PA/f/2005/001642	8/4/2006	21335	ISSUED
CONTAINER							
UNITED STATES	67849-0003	NEW	9/3/2003	29/189,372	4/5/2005	D503,534	ISSUED
FENCE							
UNITED STATES	67849-1001	NEW	12/30/2005	29/245,884	11/6/2007	D554,767 S	ISSUED
UNITED STATES	67849-1001A	DIV	11/2/2007	29/292,943	3/31/2009	D589,628	ISSUED
UNITED STATES	67849-1001B	DIV	3/30/2009	29/314,426	12/22/2009	D606,668	ISSUED
FENCE							
UNITED STATES	67849-1002	NEW	12/30/2005	29/245,909	11/6/2007	D554,768 S	ISSUED
MEXICO	67849-1009	CEQ	6/23/2006	PA/f/2006/001219	11/21/2007	24559	ISSUED
EUROPEAN UNION (CTM)	67849-1003	CEQ	6/24/2006	000553557-001	6/24/2006	000553557-001	ISSUED
SOUTH KOREA	67849-1008	CEQ	6/24/2006	2006-26876	10/29/2007	30-0455618	ISSUED
CANADA	67849-1004	CEQ	6/28/2006	116464	1/31/2008	116464	ISSUED
TAIWAN	67849-1006	CEQ	6/29/2006	95303633	2/11/2008	D121381	ISSUED
UNITED STATES	67849-1002A	DIV	10/26/2007	29/292,746	2/3/2009	D585,999	ISSUED
FENCE							
UNITED STATES	67849-1013	CEQ	1/16/2007	29/271,315	8/12/2008	D574,968	ISSUED
EUROPEAN PATENT CO	67849-1525	DCA	1/18/2007	000655832	1/18/2007	000655832-0001	ISSUED
UNITED STATES	67849-1013A	DIV	8/11/2008	29/310,351	7/7/2009	D595,864	ISSUED
UNITED STATES	67849-1013B	DIV	7/6/2009	29/315,563	8/24/2010	D622,409	ISSUED
PALLET							
JAPAN	67849-1521	CEQ	12/11/2006	2006-034063	10/26/2007	1315846	ISSUED
CANADA	67849-1524	CEQ	12/12/2006	118654	7/16/2008	118654	ISSUED
CANADA	67849-1524D	DIV	12/12/2006	126073	12/12/2006	126073	ISSUED

TRADEMARK

REEL: 004304 FRAME: 0561

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>PALLET continued . . .</i>							
EUROPEAN UNION (CTM)	67849-1520a	CEQ	12/12/2006	000638754-0001	12/12/2006	000638754-0001	ISSUED
EUROPEAN UNION (CTM)	67849-1520b	CEQ	12/12/2006	000638754-0002	12/12/2006	000638754-0002	ISSUED
EUROPEAN UNION (CTM)	67849-1520c	CEQ	12/12/2006	000638754-0003	12/12/2006	000638754-0003	ISSUED
SOUTH KOREA	67849-1523	CEQ	12/12/2006	2006-49336	10/30/2007	30-0467869	ISSUED
UNITED STATES	67849-1011A	FCA	12/12/2006	11/638,263	9/28/2010	7,802,527	ISSUED
SOUTH KOREA	67849-1523A	DIV	8/29/2007	2007-36885	7/2/2008	30-0497676	ISSUED
PALLET							
TAIWAN	67849-1519	NEW	8/15/2006	95304575	4/1/2008	D122160	ISSUED
PALLET							
UNITED STATES	67849-1010	NEW	8/16/2006	29/264,708	12/18/2007	D557,874 S	ISSUED
UNITED STATES	67849-1010A	DIV	11/7/2007	29/293,065	4/13/2010	D613,924	ISSUED
UNITED STATES	67849-1010B	DIV	4/13/2010	29/349,535	9/21/2010	D624,273	ISSUED
SWAN FENCE							
NEW ZEALAND	67849-1502	CEQ	2/9/2003	404549	8/8/2003	404549	ISSUED
UNITED STATES	67849-0005	NEW	8/8/2003	29/187,998	12/14/2004	D499,814 S	ISSUED
AUSTRALIA	67849-1501	CEQ	2/6/2004	448/2004	8/3/2004	D156,072	ISSUED
EUROPEAN UNION (CTM)	67849-1503	CEQ	2/9/2004	000141197	2/9/2004	000141197-0001	ISSUED
UNITED STATES	67849-0008	DIV	10/7/2004	29/214,717	9/12/2006	D528,217	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 47

XM International Inc.

Patent Report by Invention
Status: PENDING

Printed: 9/14/2010 Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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CONTAINERS FOR STORING ARTICLES

WIPO	67849-1510	CEQ	11/1/2004	PCT/US04/036463			PUBLISHED
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PALLET

CHINA	67849-1527	DCA	12/12/2006	200680055597.3			PUBLISHED
WIPO	67849-1522	OTH	12/12/2006	PCT/US2006/047457			PUBLISHED
HONG KONG	67849-1527A	CEQ	5/11/2010	10104614.6			PENDING

END OF REPORT

TOTAL ITEMS SELECTED = 4

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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PENDING APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
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COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
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PENDING APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Country</u>
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COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS