

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayside Gallo Acquisition, LLC		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bayside Gallo Recovery, LLC, as Administrative Agent
Street Address:	1450 Brickell Avenue
Internal Address:	31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4017630	ESQUIRE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917120	ESQUIRE DEPOSITION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917124	ESQUIRE LITIGATION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917111	ESQUIRE STAFFING SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77916791	ESQUIRE CORPORATE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917117	ESQUIRE CORPORATE SERVICES
Serial Number:	85125189	LEGAL REPROGRAPHICS
Registration Number:	3076680	WORD MERCHANTS
Registration Number:	3173868	VIDEOCONFERENCING CIRCUIT OF AMERICA
Serial Number:	77814266	PAYEXPRESS

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Registration Number:	1976572	QA
Registration Number:	2849968	ESQUIRE DEPOSITION SERVICES
Registration Number:	3297783	SETDEPO
Registration Number:	3297784	THE EVOLUTION OF DEPOSITION MANAGEMENT
Registration Number:	3369335	SD
Registration Number:	3450122	VERDICAL
Registration Number:	3686462	SANCTION SOLUTIONS
Registration Number:	3284527	SANCTION
Registration Number:	3284526	VERDICT SYSTEMS
Registration Number:	3580306	DEPONET
Registration Number:	3580385	

CORRESPONDENCE DATA

Fax Number: (215)655-2286
 Email: trademarks@dechert.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Jacob Bishop
 Address Line 1: Dechert LLP
 Address Line 2: Cira Centre, 2929 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	116368
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	12/13/2011

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 23, 2011 is made by and among Bayside Gallo Acquisition, LLC, a Delaware limited liability company (the "Borrower"), each entity identified as a "Grantor" on the signature pages hereto (together with the Borrower, collectively, the "Grantors" and each, individually, a "Grantor"), the Lenders (as defined in the Second Lien Credit Agreement referred to below) and Bayside Gallo Recovery, LLC, a Delaware limited liability company, as administrative agent (the "Agent" and, together with Lenders, the "Secured Parties").

WITNESSETH:

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among the Grantors, and the Secured Parties, pursuant to which the Lenders have agreed to make certain Loans (as defined in the Credit Agreement) to the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make the Loans are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which the Grantors grant to the Secured Parties a security interest in and to the IP Collateral, in order to secure the Credit Party Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the state of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the state of New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyright Licenses" shall mean any and all present and future agreements providing for the granting of any right in or to Copyrights (whether the applicable Grantor is licensee or licensor thereunder), including any thereof referred to in Exhibit A.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“General Intangible” shall have the meaning assigned to such term in the UCC as in effect on the date hereof.

“Grantors” shall have the meaning assigned to such term in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to it in the Credit Agreement, and includes the Licenses.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patent Licenses” shall mean any and all present and future agreements providing for the granting of any right in or to Patents (whether the applicable Grantor is licensee or licensor thereunder), including any thereof referred to in Exhibit B.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Parties” shall have the meaning assigned to such term in the preamble of this Agreement.

“Trademark Licenses” shall mean any and all present and future agreements providing for the granting of any right in or to Trademarks (whether the applicable Grantor is licensee or licensor thereunder), including any thereof referred to in Exhibit C.

1.3 Rules of Interpretation. The rules of interpretations specified in Section 1.2 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. Grantors, as security for the due and punctual payment of the Credit Party Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of any Grantor whether or not post-filing interest is allowed in such proceeding), hereby mortgage, pledge, hypothecate, transfer, collaterally assign and deliver to the Agent (for the benefit of the Secured Parties) and grant to the Agent (for the benefit of the Secured Parties) a security interest in all of their respective right, title and interest in, to and under all of the following property, and each item thereof, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantors (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantors, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses, including those listed on Exhibit A;
- (b) All Patents and Patent Licenses, including those listed on Exhibit B;
- (c) All Trademarks and Trademark Licenses, including those listed on Exhibit C;
- (d) All amendments, extensions and renewals of any of the foregoing;

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(e) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, all licenses for the foregoing, and all other Intellectual Property and proprietary rights;

(f) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including damages and payments for past or future infringements, misappropriations or dilutions thereof;

(h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(i) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, in no event shall the defined term "IP Collateral" include or the security interest granted under this Section 2 attach to the Excluded Assets (as defined in the Pledge and Security Agreement) or any application to register any trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, the Grantors shall undertake the following with respect to the Intellectual Property that is used or useful in the business operations of the Grantors and their Affiliates and that is the subject of registrations or applications therefor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property;

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way;

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts; and

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the

Intellectual Property from infringement, misappropriation or dilution, including the prosecution and defense of infringement actions.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantors represent and warrant that:

(a) Exhibit A sets forth a true, correct and complete list of all registrations and applications for Copyrights owned by the Grantors and all Copyright Licenses.

(b) Exhibit B sets forth a true, correct and complete list of all Patents owned by the Grantors and all Patent Licenses.

(c) Exhibit C sets forth a true, correct and complete list of all registrations and applications for Trademarks owned by the Grantors and all Trademark Licenses.

(d) Except as set forth in Exhibits A, B and C, none of the Copyrights, Patents and Trademarks owned by the Grantors is the subject of any licensing or franchise agreement pursuant to which the Grantors is the licensor or franchisor as of the date hereof.

(e) The Grantors own sole, exclusive and valid title to all Patents, Copyrights and Trademarks listed on Exhibits A, B and C, and to the Grantors' knowledge, all such Patents, Copyrights and Trademarks are valid and enforceable. No claim has been asserted in writing and is pending by any Person against Grantors challenging the use by the Grantors of any of their Intellectual Property, or the validity or effectiveness of any of its Intellectual Property. To the Grantors' knowledge, use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered in any governmental authority against the Grantors which would limit, cancel or question the validity of, or the Grantors' rights in, any Intellectual Property.

(f) The Grantors shall give the Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) The Grantors' acquiring ownership of any registered Intellectual Property or applications therefor, (other than (x) the acquisition by the Grantors of the right to sell products containing the trademarks or other intellectual property rights of others in the ordinary course of the Grantors' business and (y) implied licenses granted by or to the Grantors in the ordinary course of the Grantors' business).

(ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications, the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business and implied licenses granted by or to the Grantors in the ordinary course of the Grantors' business).

(iii) The Grantors' entering into any new Licenses with respect to the Intellectual Property (other than (x) commercially available off the shelf computer programs, products or applications, (y) the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business and (z) any implied licenses granted by or to the Grantors in the ordinary course of business of the Grantors' business).

(iv) The Grantors' knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal, but not in the ordinary course of prosecution) regarding the Grantors' ownership of, or the validity or enforceability of, any Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(f), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantors of any additional Intellectual Property, the Grantors shall promptly deliver to the Agent an updated Exhibit A, B and/or C (as applicable) to this Agreement and hereby authorizes the Agent to file, at the Grantors' expense, such updated Exhibit as set forth in SECTION 5(b).

(b) The Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Secured Parties' security interest in any Intellectual Property (including filings with the PTO, the Copyright Office or any similar office), and each Grantor hereby constitutes and appoints the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

(c) Grantors hereby authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, and any amendments thereto, or copies thereof.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors shall provide the Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, Grantors shall not sue on the Intellectual Property without the prior written consent of the Agent, which shall not be unreasonably withheld.

SECTION 7. Agent's Actions To Protect Intellectual Property. In the event of

(a) the Grantors' failure, within thirty (30) days of written notice from the Agent, to cure any material failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. In addition to the Agent's rights under the Credit Agreement, upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property.

SECTION 9. Agent As Attorney-In-Fact.

(a) Each Grantor hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for the Grantors' true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Agent shall have the right, with power of substitution for the Grantors and in the Grantors' name or otherwise, for the use and benefit of the Agent:

(i) to supplement and amend from time to time Exhibits A, B and C of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of the Grantors and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO;

(ii) to exercise any of the rights and powers referenced herein; and

(iii) to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 10. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, the Credit Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

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SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Secured Parties in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Pledge and Security Agreement. All provisions of the Credit Agreement, Pledge and Security Agreement or any other Loan Document (including the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Pledge and Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Pledge and Security Agreement shall control with respect to all other Collateral and all other matters.

SECTION 12. Further Assurances. The Grantors agree, at their own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Termination of the security interests granted under this Agreement shall terminate as set forth in the Pledge and Security Agreement.

SECTION 14. Choice of Laws. This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without reference to the conflicts or choice of laws principles thereof.

SECTION 15. Counterparts. This Agreement may be executed and delivered by exchange of facsimile signatures of the parties, and those signatures need not be affixed to the same copy. This Agreement may be executed in any number of counterparts.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantors and the Secured Parties have executed this Agreement as of the date first above written.

BAYSIDE GALLO ACQUISITION, LLC
By: BAYSIDE GALLO HOLDINGS, LLC, its Sole Member

By: 
Name: **Adam Schimel**
Title: **Authorized Signatory**

[Signature Page to Intellectual Property Security Agreement]

BAYSIDE GALLO RECOVERY, LLC,
as Administrative Agent

By: 

Name: **Richard Siegel**
Title: **Authorized Signatory**

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Document No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Computer Program (Sanction III)	V3573 D858 P1-3	TX 6-372-912	2009-01-16
Computer Program (Sanction III)	V3573 D858 P1-3	TX 5-733-854	2009-01-16
Computer Program (Sanction II)	V3573 D858 P1-3	TX 5-332-763	2009-01-16
Computer Program (VSVIEW)	V3573 D858 P1-3	TX 5-154-861	2009-01-16
Computer Program (Sanction)	V3573 D858 P1-3	TX 4-977-926	2009-01-16
CIS: Information System	N/A	TX 0-255-988	1986-09-29

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations and Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
Bayside Gallo Acquisition, LLC	Automated Production of Document Collections	N/A	Application no. 61/083,346	N/A
Bayside Gallo Acquisition, LLC	Approval and Payment Portal	N/A	Application no. 12/698,673	02/02/2010

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
Bayside Gallo Acquisition, LLC	Esquire Solutions, an Alexander Gallo Company (and design)	United States	4,017,630	08/30/2011
Bayside Gallo Acquisition, LLC	Esquire Deposition Solutions, an Alexander Gallo Company (and design)	United States	77/917120 (application)	01/21/2010
Bayside Gallo Acquisition, LLC	Esquire Litigation Solutions, an Alexander Gallo Company (and design)	United States	77/917124 (application)	01/21/2010
Bayside Gallo Acquisition, LLC	Esquire Staffing Solutions, an Alexander Gallo Company (and design)	United States	77/917111 (application)	01/21/2010
Bayside Gallo Acquisition, LLC	Esquire Corporate Solutions, an Alexander Gallo Company (and design)	United States	77/916791 (application)	01/21/2010
Bayside Gallo Acquisition, LLC	Esquire Corporate Services	United States	77/917117 (application)	01/21/2010
Bayside Gallo Acquisition, LLC	Legal Reprographics (Term Only)	United States	85/125189 (application)	09/08/2010
Bayside Gallo Acquisition, LLC	Word Merchants	United States	3,076,680	04/04/2006

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Bayside Gallo Acquisition, LLC	Videoconferencing Circuit of America	United States	3,173,868	11/21/2006
Bayside Gallo Acquisition, LLC	PAYEXPRESS (and design)	United States	77/814266 (application)	08/27/2009
Bayside Gallo Acquisition, LLC	Q.A. (and design)	United States	1,976,572	05/28/1996
Bayside Gallo Acquisition, LLC	Esquire Deposition Services	United States	2,849,968	06/08/2004
Bayside Gallo Acquisition, LLC	SETDEPO	United States	3,297,783	09/25/2007
Bayside Gallo Acquisition, LLC	The Evolution of Deposition Management	United States	3,297,784	09/25/2007
Bayside Gallo Acquisition, LLC	SD (and design)	United States	3,369,335	01/15/2008
Bayside Gallo Acquisition, LLC	Verdical	United States	3,450,122	06/17/2008
Bayside Gallo Acquisition, LLC	Sanction Solutions	United States	3,686,462	09/22/2009
Bayside Gallo Acquisition, LLC	Sanction	United States	3,284,527	08/28/2007
Bayside Gallo Acquisition, LLC	Verdict Systems	United States	3,284,526	08/28/2007
Bayside Gallo Acquisition, LLC	DEPONENT	United States	3,580,306	07/22/2008
Bayside Gallo Acquisition, LLC	DEPONENT	United States	3,580,306	07/22/2008
Bayside Gallo Acquisition, LLC	Miscellaneous design	United States	3,580,385	02/24/2009

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