

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
The Vermont Teddy Bear Co., Inc.		09/30/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	TD Bank, N.A., as Agent
Street Address:	111 Main Street
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85356707	PAJAMA PUPPET
Serial Number:	85191886	PERFORMANCE SLEEPWEAR TO HELP YOU FALL ASLEEP ... AND STAY ASLEEP
Serial Number:	85315979	PILLOW PUPPET
Serial Number:	85082437	BEARLY LEGAL BEARS
Serial Number:	85204824	WHISPERWEAVE
Serial Number:	85193334	8 STRAIGHT
Serial Number:	85193317	8 STRAIGHT
Serial Number:	85332188	HOODIE-FOOTIE
Serial Number:	78563322	CRAZY FOR YOU
Serial Number:	78669449	GIFT BAG BOUTIQUE
Serial Number:	77959640	PAJAMAJACK
Serial Number:	77959636	LAZYWEAR
Serial Number:	77890958	DORMISOFT
Serial Number:	77930953	

**TRADEMARK**

Serial Number:	77930937	PAJAMAS YOU LIVE IN. JEANS YOU SLEEP IN.
Serial Number:	77930932	PAJAMA JEANS
Serial Number:	77890971	HOODIE-FOOTIE
Serial Number:	77728380	PAJAMAJEANS
Serial Number:	77728377	HOODIE-FOOTIE SNUGGLE SUIT
Serial Number:	77100367	BE BEAR
Serial Number:	85652797	PJ COMFORT FROM FIESTA TO SIESTA
Serial Number:	85652791	PAJANCHO
Serial Number:	85652781	YOUR ANTI-STRESS DRESS
Serial Number:	85652765	GOJAMMA

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: jschalit@vtlaw1.com

Correspondent Name: Jonathan M. Schalit

Address Line 1: 30 Main Street Suite 210

Address Line 4: Burlington, VERMONT 05401

ATTORNEY DOCKET NUMBER:	80014
NAME OF SUBMITTER:	Jonathan M. Schalit, Esq.
Signature:	/Jonathan M. Schalit, Esq./
Date:	06/29/2012

**Total Attachments: 15**

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**PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Security Agreement") is entered into as of this 30th day of September 2005, by **The Vermont Teddy Bear Co., Inc.**, a New York corporation ("VTB"), **Hibernation Company, Inc.**, a Delaware corporation ("Hibernation"), **SendAMERICA, Inc.**, a Delaware corporation ("SA"), and **Calyx & Corolla, Inc.**, a Delaware corporation ("C&C"), each with a business address of 6655 Shelburne Road, P.O. Box 965, Shelburne, Vermont 05482 (jointly and severally, the "Borrower"), in favor of **TD Banknorth, National Association**, with an office at 111 Main St., P.O. Box 409, Burlington, VT 05402-0409 (the "Bank"), as Collateral Agent under the Loan Agreement (as defined below).

WHEREAS, the Borrower, Bank and the Lenders party thereto are parties to a certain Loan Agreement dated as of September 30, 2005 (the "Loan Agreement"), and the Borrower and the Bank are parties to one or more Security Agreements, each dated as of September 30, 2005, which provide: (i) for Lender to extend certain loans to or for the account of the Borrower, and (ii) for the grant by the Borrower to Bank of a security interest in all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of any of the foregoing, as set forth in the Loan Agreement and the other Loan Documents (capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement);

WHEREAS, VTB and SA each previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated September 27, 2002, and C&C previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated August 29, 2003, pursuant to which VTB, SA and C&C each collaterally assigned and granted security interests in all of their respective Patents, Trademarks and Copyrights (collectively, the "Prior Security Agreements");

WHEREAS, the collateral assignments were filed for recordation in the U.S. Patent and Trademark Office;

WHEREAS, in connection with the Loan Agreement, each Borrower shall collaterally assign all of their respective Patents, Trademarks and Copyrights, and confirm the prior collateral assignment and security interests previously granted to the Bank under the Prior Security Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each Borrower and the Bank agree as follows:

1. Security Interest in Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Borrower's "Obligations" (as that term is defined in the Loan Agreement) to the Lenders and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents (as defined in the Main Lease), each Borrower hereby grants and conveys to Bank a security interest (having priority over all other security interests) with power of sale, to the extent permitted by law, in all of its now owned or existing, and hereafter acquired or arising:

- (a) patents, patent applications, including, without limitation, any invention and improvement to a patent or patent application, and those patents and patent applications listed in Schedule A (referred to as individually and collectively as the "Patents");
- (b) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and dilutions thereof, and (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this Section 1(b), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (c) the goodwill of Borrower's business connected with and symbolized by the Trademarks;
- (d) all general intangibles, accounts, equipment, and contract rights;
- (e) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule C, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with

the enforcement of the rights of Bank under the Loan Agreement, any other Loan Document, the Main Lease or any Lease Collateral Document (all of the foregoing being hereinafter referred to collectively as the "Licenses");

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing.

2. Recording of Patents and Trademarks. Borrower represents and warrants that (1) the patents and patent applications listed in Schedule A, and (2) the trademark and trademark applications described in Schedule B, have each been duly filed in the U.S. Patent and Trademark Office (the "PTO"); and that no other patents, patent applications, trademarks, or trademark applications have been filed or recorded with the PTO in which the Borrower has an interest.

3. Recording of Copyrights. Borrower represents and warrants that no copyright, or copyright applications have been recorded in the U.S. Copyright Office, in which the Borrower has an interest.

4. Restrictions on Future Agreements. Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with those Patents, Trademarks and/or Licenses which are necessary or desirable in the operation of Borrower's business.

5. New Patents, Trademarks and Licenses. Borrower represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, include all of the patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) create or obtain rights to any new patents, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications, or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications or (ii) become entitled to the benefit of any patent, trademark, trademark registration, trademark application, trade name, trade style, service mark, service mark registration, service mark application, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by (a) amending Schedules A, B and /or C, as the case may be, to include any future patents, trademarks, trademark registrations, trademark applications, trade name, trade styles, service marks, service mark registrations, service mark applications and trade

names that are Patents, Trademarks or Licenses under Section 1 above, or under this Section 5 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for this Agreement, a supplement or addendum to this Agreement containing on Schedule B therein, as the case may be, such trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 1 above or this Section 5 and to take any action the Bank otherwise deems appropriate to perfect or maintain the rights and interest of the Bank under this Agreement with respect to such Patents, Trademarks and Licenses.

6. Royalties. Each Borrower hereby agrees that following the occurrence of an Event of Default and the exercise of the Bank's remedies with respect to the Patents, Trademarks and Licenses, the use by Bank of the Patents, Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to any Borrower or anyone.

7. Nature and Continuation of Security Interest; Notice to Third Parties. This Security Agreement has the effect of giving third parties notice of the Bank's Security Interest in Borrower's patents, patent applications, trademarks, trademark applications, Licenses, and general intangibles. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full, and until all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents have been performed. Each Borrower hereby confirms the validity and effectiveness of the Prior Security Agreements (as modified hereunder) and ratifies and confirms that the security interests granted under the Prior Security Agreements (as modified hereunder) remain valid and in full force and effect. Upon payment in full of the Obligations and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents, this Agreement, and the security interest granted hereunder, shall terminate.

8. Right to Inspect; Assignments and Security Interests. The Bank shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine each of Borrower's books, records and operations relating to the Patents and the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, under the Loan Agreement, or the Main Lease or any Lease Collateral Documents ("Event of Default"), each Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to take any action to renew or to apply for registration of any Trademarks as Bank or said conservator, on its sole judgment, may deem necessary or desirable in connection with the enforcement of the Bank's rights hereunder. Each Borrower agrees (i) not to sell or assign its respective interests in the Patents, Trademarks and/or Licenses without the prior written consent of the Bank and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

9. Duties of Borrower. Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, to (i) prosecute diligently any patent application, trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application for patents, trademarks and service marks as Borrower deems appropriate, and (iii) preserve and maintain all of Borrower's rights in the patents, patent applications, trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which, is or shall be necessary or economically desirable in the operation of the Borrower's business. The Bank shall not have any duty with respect to the Patents, Trademarks and/or Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Patents, Trademarks and/or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations and liabilities secured hereby, by the Loan Documents and by the Lease Collateral Documents.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Patents, Trademarks and Licenses and, if the Bank shall commence any such suit or take any such action, each Borrower shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' fees). If, for any reason whatsoever, the Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. Each Borrower waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any loans made, credit or other extensions granted, collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Borrower under this Agreement or any other document evidencing the Obligations under the Loan Agreement. With respect to both the Obligations and the Collateral, the Borrower assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank may exercise its rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for Obligations. The Bank shall not be deemed to have waived any of its rights with respect to the Obligations or the Collateral unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a

waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Bank in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement, and may be exercised separately or concurrently.

12. Successors and Assigns. This Agreement shall be binding upon each Borrower, their respective successors and assigns, and shall inure to the benefit of and be enforceable by the Bank and its successors and assigns. Without limiting the generality of the foregoing sentence, any Lender (including the Bank) may assign or otherwise transfer any agreement or any note held by it evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, as provided in the Loan Agreement.

13. General. This Agreement may not be amended or modified except by a writing signed by the Borrower and the Bank, nor may the Borrower assign any of its rights hereunder. This Agreement and the terms, covenants and conditions hereof shall be construed in accordance with, and governed by, the laws of The State of Vermont (without giving effect to any conflicts of law provisions contained therein). In the event that any Collateral stands in the name of the Borrower and another or others jointly, the Bank may deal with the same for all purposes as if it belonged to or stood in the name of the Borrower alone.

14. WAIVER OF JURY TRIAL; VENUE.

EACH BORROWER AND THE BANK HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR, ARISING OUT OF: (A) THIS AGREEMENT OR ANY OTHER INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE OBLIGATIONS; OR (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

EACH BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THE OBLIGATIONS, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT OR ANY TRANSACTION RELATING TO ANY LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF VERMONT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT AND TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN THE LOAN AGREEMENT. EACH BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT WAS BROUGHT IN AN INCONVENIENT COURT. THE BORROWER SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF VERMONT UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF VERMONT. NOTHING IN THIS SECTION SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE

RIGHT OF THE BANK TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER IN ANY JURISDICTION OR TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.

Each of the Borrowers shall be obligated for all of the Obligations on a joint and several basis, notwithstanding which of them may have directly received the proceeds of any particular Loan or Advance under the Loan Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**BORROWER:**

**THE VERMONT TEDDY BEAR CO., INC.**

Austin D. Ward  
Witness

By: Erick B. RLS  
Its President and duly authorized agent

**SENDAMERICA, INC.**

Austin D. Ward  
Witness

By: Erick B. RLS  
Its President and duly authorized agent

**HIBERNATION COMPANY, INC.**

[Signature]  
Witness

By: [Signature]  
Its President and duly authorized agent

**CALYX & COROLLA, INC.**

Austin D. Ward  
Witness

By: Erick B. RLS  
Its President and duly authorized agent

**BANK:**

**TD BANKNORTH, NATIONAL  
ASSOCIATION**

[Signature]  
Witness

By: [Signature]  
Its Vice-President and duly authorized agent

ACKNOWLEDGMENT

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared Elisabeth B. Robert, President and duly authorized agent of The Vermont Teddy Bear Co., Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of The Vermont Teddy Bear Co., Inc.

Before me,

*Chester D. Hart*

Notary Public

My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared *Elisabeth B. Robert* President and duly authorized agent of SendAMERICA, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of SendAMERICA, Inc.

Before me,

*Chester D. Hart*

Notary Public

My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared John Benjamin Cox President and duly authorized agent of Hibernation Company, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of Hibernation Company, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared Elizabeth B. Patel, President and duly authorized agent of Calyx & Corolla, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of Calyx & Corolla, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

ACKNOWLEDGMENT

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 29<sup>th</sup> day of September, 2005, personally appeared H. Ellery Perkinson, Vice-President and duly authorized agent of TD Banknorth, National Association, and he acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed and the free act and deed of TD Banknorth, National Association.

Before me,



Notary Public

My Commission Expires: 2-10-2007

Schedule A  
Patents and Patent Applications

The Vermont Teddy Bear Co., Inc.

#	Patent Number	Application Number	Description
1.	D656301	N/A	Apparel sleeve ends
2.	D537487	N/A	Stuffed teddy bear
3.	D425147	N/A	Hybrid bear-lion plush toy
4.	D413946	N/A	Hybrid bear-giraffe plush toy
5.	D413945	N/A	Hybrid bear-zebra plush toy
6.	D411595	N/A	Hybrid bear-feline plush toy
7.	N/A	29395237	Pillow with Animal Likeness
8.	N/A	29395236	Pillow with Animal Likeness
9.	N/A	29395240	Pillow with Animal Likeness
10.	N/A	29395238	Pillow with Animal Likeness

SendAmerica, Inc.

None

Calyx & Corolla, Inc.

None

Schedule B  
Trademarks and Trademark Applications

#	Record Owner	Serial Number	Reg. Number	Word Mark
1	Borrower	<u>85356707</u>	N/A	<u>Pajama Puppet</u>
2	Borrower/Pajamagram	<u>85191886</u>	N/A	<u>Performance Sleepwear To Help You Fall Asleep ... And Stay Asleep</u>
3	Borrower	<u>85315979</u>	N/A	<u>Pillow Puppet</u>
4	Borrower	<u>85082437</u>	N/A	<u>Bearly Legal Bears</u>
5	Borrower/Pajamagram	<u>85204824</u>	<u>4071876</u>	<u>Whisperweave</u>
6	Borrower/Pajamagram	<u>85193334</u>	<u>4071834</u>	<u>8 Straight</u>
7	Borrower/Pajamagram	<u>85193317</u>	<u>4071833</u>	<u>8 Straight</u>
8	Borrower/Pajamagram	<u>85332188</u>	N/A	<u>Hoodie-Footie</u>
9	Borrower	<u>78563322</u>	<u>3054906</u>	<u>Crazy For You</u>
10	Borrower	<u>78669449</u>	<u>3254234</u>	<u>Gift Bag Boutique</u>
11	Borrower/Pajamagram	<u>77959640</u>	N/A	<u>Pajamajack</u>
12	Borrower/Pajamagram	<u>77959636</u>	N/A	<u>Lazywear</u>
13	Borrower/Pajamagram	<u>77890958</u>	<u>4078503</u>	<u>Dormisoft</u>
14	Borrower	<u>77930953</u>	<u>3866118</u>	<u>(Symbol Only)</u>
15	Borrower/Pajamagram	<u>77930937</u>	<u>3859710</u>	<u>Pajamas You Live In. Jeans You Sleep In.</u>
16	Borrower/Pajamagram	<u>77930932</u>	<u>3913050</u>	<u>Pajama Jeans</u>
17	Borrower/Pajamagram	<u>77890971</u>	N/A	<u>Hoodie-Footie</u>
18	Borrower/Pajamagram	<u>77728380</u>	<u>3788547</u>	<u>Pajamajeans</u>
19	Borrower/Pajamagram	<u>77728377</u>	N/A	<u>Hoodie-Footie Snuggle Suit</u>
20	Borrower	<u>77100367</u>	<u>3873700</u>	<u>Be Bear</u>
21	Borrower	<u>76420456</u>	<u>2971438</u>	<u>Friend For Life</u>
22	Borrower	<u>76570373</u>	<u>3392250</u>	<u>Big Hero, Little Hero</u>
23	Borrower	<u>76570372</u>	<u>3265471</u>	<u>Little Hero</u>
24	Borrower	<u>76498204</u>	<u>3405846</u>	<u>Lovegram</u>
25	Borrower	<u>76492419</u>	<u>3329824</u>	<u>Babygram</u>
26	Borrower	<u>76488699</u>	<u>3169072</u>	<u>Say It With A Bear</u>
27	Borrower	<u>76366740</u>	<u>2680487</u>	<u>Vermont Teddy Bear</u>
28	Borrower	<u>76354946</u>	<u>2642700</u>	<u>Show You Care, Send A Bear</u>
29	Borrower/Pajamagram	<u>76209729</u>	<u>2722118</u>	<u>Pajamagram</u>
30	Borrower	<u>76204550</u>	<u>2847944</u>	<u>Prefur'd Member</u>
31	Borrower	<u>76109175</u>	<u>2732667</u>	<u>Bears To Business</u>
32	Borrower	<u>75896781</u>	<u>2568118</u>	<u>(Symbol Only)</u>
33	Borrower	<u>75911447</u>	<u>2553662</u>	<u>Bears Say It Best</u>
34	Borrower	<u>75892612</u>	<u>2518493</u>	<u>Love Is In The Bear</u>
35	Borrower	<u>75892611</u>	<u>2499043</u>	<u>The Creative Alternative To Flowers</u>
36	Borrower	<u>75750773</u>	<u>2430925</u>	<u>Bear-Gram</u>
37	Borrower	<u>75911598</u>	<u>2628819</u>	<u>Nothing Says You Care Like A Bear</u>
38	Borrower	<u>75837935</u>	<u>2769475</u>	<u>Sendvermont</u>

#	Record Owner	Serial Number	Reg. Number	Word Mark
39	Borrower	<u>75837934</u>	<u>2767086</u>	<u>Sendamerica</u>
40	Borrower	<u>75753153</u>	<u>2767056</u>	<u>Teddy Express</u>
41	Borrower	<u>75425720</u>	<u>2547579</u>	<u>Coffee Cub</u>
42	Borrower	<u>75403963</u>	<u>2324850</u>	<u>Bearanimal</u>
43	Borrower	<u>75301397</u>	<u>2201145</u>	<u>The Vermont Teddy Bear Co.</u>
44	Borrower	<u>75301396</u>	<u>2201144</u>	<u>Vermont Teddy Bear</u>
45	Borrower	<u>75136982</u>	<u>2131281</u>	<u>Make A Friend For Life</u>
46	Borrower	<u>75044360</u>	<u>2377833</u>	<u>The All-American Teddy Bear</u>
47	Borrower	<u>74442097</u>	<u>2012975</u>	<u>Bear-Gram</u>
48	Borrower	<u>74442089</u>	<u>1941986</u>	<u>The Vermont Teddy Bear Co.</u>
49	Borrower	<u>74442088</u>	<u>1941985</u>	<u>The Vermont Teddy Bear Company</u>
50	Borrower	<u>74442087</u>	<u>1885425</u>	<u>Bear Counselor</u>
51	Borrower	<u>74442081</u>	<u>1985986</u>	<u>Vermont Bear-Gram</u>
52	Borrower	<u>74270688</u>	<u>2012955</u>	<u>Teddygrams</u>
53	Borrower	<u>74068728</u>	<u>1646301</u>	<u>Teddy Bear-Gram</u>
54	CCI	<u>78809794</u>	<u>3240892</u>	<u>Luxury Roses</u>
55	CCI	<u>78809628</u>	<u>3372947</u>	<u>Calyx &amp; Corolla</u>
56	CCI	<u>78141555</u>	<u>2721500</u>	<u>The Flower Lover's Flower Company</u>
57	CCI	<u>77547822</u>	<u>3559328</u>	<u>Calyx Flowers</u>
58	CCI	<u>77169625</u>	<u>3300310</u>	<u>Gifts In A Hatbox</u>
59	CCI	<u>77156047</u>	<u>3300307</u>	<u>Plants In A Hatbox</u>
60	CCI	<u>77156009</u>	<u>3300306</u>	<u>Flowers In A Hatbox</u>
61	Borrower/Pajamagram	<u>85652797</u>	N/A	<u>PJ Comfort from Fiesta to Siesta</u>
62	Borrower/Pajamagram	<u>85652791</u>	N/A	<u>Pajancho</u>
63	Borrower/Pajamagram	<u>85652781</u>	N/A	<u>Your Anti-Stress Dress</u>
64	Borrower/Pajamagram	<u>85652765</u>	N/A	<u>GoJamma</u>
65	Borrower/Pajamagram	<u>85652758</u>	N/A	<u>The Little Black Dress<sup>+</sup></u>

<sup>+</sup> New filing pending to change name of mark to "The Little Black PJ"; Agent's security interest in new application to be recorded with USPTO

Schedule C  
Licenses