

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nichols, Inc.		02/21/2007	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Moss, Inc.		
Street Address:	2600 Elmhurst Road		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	CORPORATION: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3161054	PHOTO FABRIC	
CORRESPONDENCE DATA			
Fax Number:	3104791422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(310) 478-4100		
Email:	mmizrahi@wrslawyers.com		
Correspondent Name:	Mark B. Mizrahi		
Address Line 1:	11400 West Olympic Blvd.		
Address Line 2:	9th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	18550-005		
NAME OF SUBMITTER:	Mark B. Mizrahi		
Signature:	/mark b mizrahi/		

Date:

09/20/2012

**Total Attachments: 14**

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EXECUTION COPY

**STOCK PURCHASE AGREEMENT**

by and among

**MOSS INC.,**

and

**THE STOCKHOLDERS OF NICHOLS, INC.**

**LISTED ON ANNEX I ATTACHED HERETO**

Dated as of February 21, 2007

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "*Agreement*"), dated as of this 21<sup>st</sup> day of February, 2007 (the "*Closing Date*"), is by and among Moss, Inc., a Maine corporation (the "*Buyer*"), and the stockholders of Nichols, Inc., a Utah corporation (the "*Company*"), listed on Annex I attached hereto (each, a "*Stockholder*" and collectively, the "*Stockholders*").

### RECITALS

A. The Stockholders are the registered and beneficial owners of all of the issued and outstanding shares of common stock, no par value per share ("*Common Stock*"), of the Company; and

B. The Stockholders desire to sell to the Buyer, and the Buyer desires to purchase from the Stockholders, all of the Shares (as defined below), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1: DEFINITIONS

"*Actual Net Closing Cash Amount*" means an amount equal to actual Closing Cash minus actual Closing Float, each as determined in accordance with Section 2.2(d).

"*Affiliate*" of any Person means any person directly or indirectly Controlling, Controlled by, or under common Control with, any such Person and any officer, director or controlling person of such Person. The term "*Affiliate*" also includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person.

"*Agreement*" has the meaning set forth in the preamble.

"*Allocation Schedule*" has the meaning set forth in Section 6.5(b).

"*Ancillary Agreements*" means the Escrow Agreement, the Non-Competition Agreement, the Purchase Price Notes, and each agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Buyer or any of the Stockholders in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"*Arbitration Firm*" means ██████████, or if such firm is unable or unwilling to act in such capacity, the Arbitration Firm will be such other firm selected by agreement of the Buyer and the Stockholders Representative.

obligation relating to a letter of credit, bankers' acceptance or note purchase facility, or (iii) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation), or (iv) for the payment of money relating to leases that are required to be classified as a capitalized lease obligation in accordance with GAAP, or (v) for all or any part of the deferred purchase price of property or services (other than trade payables), including any "earnout" or similar payments or any non-compete payments, or (vi) under interest rate swap, hedging or similar agreements or (b) any liability of others described in the preceding clause (a) that such Person has Guaranteed, that is recourse to such Person or any of its assets or that is otherwise its legal liability or that is secured in whole or in part by the assets of such Person. For purposes of this Agreement, Indebtedness includes (A) any and all accrued interest, success fees, prepayment premiums, make-whole premiums or penalties and fees or expenses (including attorneys' fees) associated with the prepayment of any Indebtedness, and (B) any and all amounts owed by the Company to any of its Affiliates, including, without limitation, any of the Stockholders.

*"Indemnified Party"* has the meaning set forth in Section 7.2(a).

*"Indemnifying Party"* has the meaning set forth in Section 7.2(a).

*"Information Systems"* means all computer hardware, databases and data storage systems, computer, data, database and communications networks (other than the Internet), architecture interfaces and firewalls (whether for data, voice, video or other media access, transmission or reception) and other apparatus used to create, store, transmit, exchange or receive information in any form.

*"Intellectual Property"* means Copyrights, Domain Names, Patents, Software, Trademarks and Trade Secrets.

*"Investment"* means any equity interest (including any convertible debt, options, warrants and similar instruments), of record or beneficially, directly or indirectly, in any Person.

*"IRS"* means the Internal Revenue Service.

*"Knowledge of the Stockholders"* or *"Knowledge of the Company"* means the actual knowledge of any of the Stockholders or any of [REDACTED] or [REDACTED].

*"Law"* means any law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Authority.

*"Leased Real Property"* has the meaning set forth in Section 4.5(b).

*"Liability Claim"* has the meaning set forth in Section 7.2(a).

*"Liens"* has the meaning set forth in Section 2.1.

*"Litigation Conditions"* has the meaning set forth in Section 7.2(b).

*"Losses"* has the meaning set forth in Section 7.1(a).

*"Stockholder"* and collectively, *"Stockholders"* has the meaning set forth in the preamble.

*"Stockholders Representative"* means ██████████

*"Straddle Period"* has the meaning set forth in Section 6.1(a).

*"Straddle Period Tax Matter"* has the meaning set forth in Section 6.4.

*"Tax"* means (a) any foreign, United States federal, state or local net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Law or Taxing Authority, whether disputed or not, (b) any liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other Person, (c) any liability for the payment of any of the foregoing amounts as a result of being a party to any agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person, and (d) any liability for the payment of any of the foregoing types as a successor or transferee.

*"Taxing Authority"* means any Governmental Authority responsible for the administration of the imposition of any Tax.

*"Threat of Release"* means a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that might result from such Release.

*"Trademarks"* means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks, Internet domain names and uniform resource locators and alphanumeric designations associated therewith and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.

*"Trade Secrets"* means anything that would constitute a "trade secret" under applicable law, and certain other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, confidential information, proprietary information, customer lists, software and technical information; and moral and economic rights of authors and inventors in any of the foregoing to the extent such items (a) relate to the business of the Company or the Company's actual or demonstrably anticipated research or development, or (b) result from any work performed by any former or current director, officer, stockholder, employee, consultant, contractor, agent or other

representative of the Company, in such Person's capacity as a director, officer, stockholder, employee, consultant, contractor, agent or other representative of the Company.

"*Transfer Taxes*" has the meaning set forth in Section 6.2.

"*Unaudited Financial Statements*" has the meaning set forth in Section 4.18(a).

"*Working Capital Statement*" has the meaning set forth in Section 2.3(a).

## ARTICLE 2: PURCHASE AND SALE

2.1 Purchase and Sale of the Shares. On the Closing Date, the Buyer shall purchase, or cause to be purchased, from the Stockholders, and the Stockholders shall sell, transfer, assign, convey and deliver to the Buyer, all of the Shares, free and clear of any mortgage, pledge, hypothecation, rights of others, right of first refusal, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, community property interest, option, lien, charge or similar restrictions or limitations, including any restriction on the right to vote, sell or otherwise dispose of the Shares (collectively, "*Liens*").

### 2.2 Purchase Price

(a) In full consideration for the transfer of the Shares, on the Closing Date, the Buyer shall pay or cause to be paid to the Stockholders Representative, for the benefit of the Stockholders, by bank wire transfer of immediately available funds to an account designated in writing by the Stockholders Representative, an amount in cash equal to \$ [REDACTED] (as adjusted pursuant to Section 2.3, the "*Purchase Price*"), plus Estimated Closing Cash, minus the sum of (i) Estimated Closing Float, (ii) any and all outstanding Indebtedness of the Company as of the Closing Date; (iii) any and all Selling Expenses to be paid at Closing as directed by the Stockholders Representative; (iv) the Escrow Agreement; (v) the Note Amount; and (vi) the Employee Expenses, together with the employer portion of any payroll, social security, unemployment or similar Taxes related to the payment of such Employee Expenses (the foregoing computation being hereinafter referred to as the "*Closing Payment*"). In no event will the Buyer or the Company have any responsibility or liability for the allocation of the Purchase Price or any component thereof, including the Closing Payment, among the Stockholders by the Stockholders Representative or the distribution of the Purchase Price or any component thereof, including the Closing Payment, by the Stockholders Representative to the Stockholders. The Stockholders acknowledge and agree that the Note Amount shall only be deducted from the portion of the Purchase Price payable to [REDACTED] and [REDACTED].

(b) On or as soon as practicable after the Closing Date, except as set forth below, the Buyer shall (i) pay or cause to be paid (A) the Escrow Amount into an escrow account pursuant to the terms of the Escrow Agreement, (B) to the Persons entitled thereto, when due and payable, all of the Selling Expenses, (C) to the Persons entitled thereto, all of the Indebtedness to the extent it is to be repaid in connection therewith as determined by Buyer, which Indebtedness is set forth in the certificate referenced in

(x) containing a "most favored nation" pricing agreement, special warranties, agreements to take back or exchange goods, consignment arrangements or similar understandings with a customer or supplier; (xi) involving a distributor, sales representative, broker or advertising arrangement that by its express terms is not terminable by the Company at will or by giving notice of 30 days or less, without liability; (xii) involving a joint venture or partnership or involving the sharing of profits, losses, costs or liability by the Company with any other Person; (xiii) involving management services, consulting services, support services or any other similar services; (xiv) involving the acquisition of any business enterprise whether via stock or asset purchase or otherwise; (xv) granting a power of attorney to any Person; or (xvi) any other material contract or agreement (the contracts described in clauses (i)-(xvi) are each, a "Material Contract" and collectively, the "Material Contracts").

(b) The Company has provided to the Buyer true, correct and complete copies of each Material Contract, as amended through the Closing Date. Each Material Contract is a valid, binding and enforceable obligation of the Company and the other parties thereto, enforceable in accordance with its terms, subject to the General Enforceability Exceptions. With respect to the Material Contracts listed on Schedule 4.14 (or required to be listed on Schedule 4.14): (i) neither the Company nor, to the Knowledge of the Stockholders or the Company, any other party thereto, is in default under or in violation of any Material Contract; (ii) no event has occurred that, with notice or lapse of time or both, would constitute such a default or violation; (iii) the Company has not released any of its rights under any Material Contract and (iv) no party to a Material Contract has repudiated any of the terms thereof or threatened to terminate, cancel or not renew any Material Contract.

~~4.15~~ Permits. Schedule 4.15 sets forth a true and complete list and description of all Permits held by the Company and used by them in the conduct of their business. The Company is in compliance with the terms of such Permits and there is no pending or threatened termination, expiration, suspension, withdrawal or revocation of any of such Permits. Except for the Permits set forth on Schedule 4.15, there are no Permits, whether written or oral, necessary or required for the conduct of the business of the Company. Each Permit is valid and in full force and effect, and none of the Permits will lapse, terminate, expire or otherwise be impaired as a result of the performance of this Agreement or the Ancillary Agreements by the Stockholders or the consummation of the transactions contemplated hereby or thereby.

#### 4.16 Intellectual Property.

(a) Schedule 4.16(a) sets forth, with owner, countries, registration and application numbers and dates indicated, as applicable, ~~and in the case of unregistered Trademarks, country of use and date of first use, a true, correct and complete list of all~~ the following Owned Intellectual Property: (i) registered Patents and pending applications therefor, (ii) registered Copyrights and pending applications therefor; (iii) registered Trademarks, material unregistered Trademarks, and pending applications for registration of Trademarks; (iv) Software; and (v) Domain Name registrations and pending applications therefor. All fees associated with maintaining through the Closing Date any Owned Intellectual Property required to have been set forth on



Schedule 4.16(a) have been paid in full in a timely manner to the proper Governmental Authority. Except as set forth on Schedule 4.16(a), all of the registered Owned Intellectual Property required to be listed thereon has been duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office, the United States Copyright Office or other applicable filing office(s), domestic or foreign, to the extent necessary to ensure full protection under any applicable Intellectual Property law, and such registrations, filings, issuances and other actions remain in full force and effect as of the date of this Agreement.

(b) Except pursuant to a Material Contract set forth on Schedule 4.14 or as otherwise set forth on Schedule 4.16(b), all of the Intellectual Property used by the Company in the conduct of its business or otherwise in its possession is owned solely by the Company, and the Company has the exclusive right to use and possess such Intellectual Property for the life thereof for any purpose or, for licensed Intellectual Property, for the period and purpose contracted for in such Material Contract, free from (i) any Liens (except for Permitted Liens incurred in the Ordinary Course of Business) and (ii) any requirement of any past, present or future royalty payments, license fees, charges or other payments or conditions or restrictions whatsoever. Except pursuant to a Material Contract set forth on Schedule 4.14, the Company has not licensed or otherwise granted any right to any Person under any Owned Intellectual Property or has otherwise agreed not to assert any such Intellectual Property against any Person.

(c) Except as set forth on Schedule 4.16(c), all former and current consultants or contractors to the Company have executed and delivered valid written instruments that assign to the Company all rights to any Intellectual Property developed by them in the course of their performing services for the Company. All employees of the Company who participated in the creation or contributed to the conception or development of Intellectual Property relating to the business of the Company were employees of the Company at the time of rendering such services and such services were within the scope of their employment and such employees have otherwise validly assigned such Intellectual Property to the Company. Except as set forth on Schedule 4.16(c), no former or current director, officer, stockholder, employee, consultant, contractor, agent or other representative of the Company owns or, to the Knowledge of the Stockholders or the Company, claims any rights in (nor has any of them made application for) any Intellectual Property used, owned or purported to be owned by the Company.

(d) Except as set forth on Schedule 4.16(d), the Company has entered into confidentiality and nondisclosure agreements with its directors, officers, employees, consultants, contractors and agents and any other Person with access to the Trade Secrets of the Company, and to the Knowledge of the Stockholders or the Company, there has not been any breach by any of the listed parties to any such agreement. All of such agreements are listed on Schedule 4.14. To the Knowledge of the Stockholders or the Company, there has not been any breach of the secrecy of the Company's Trade Secrets.

(e) The operation of the Company's business as currently conducted or any part thereof, including the manufacture, use, sale and importation of products of the Company and the possession, use, disclosure, copying or distribution of any information,

data, products or other tangible or intangible in the possession of the Company, and the possession or use of the Owned Intellectual Property has and does not infringe, misappropriate, dilute, violate or otherwise conflict with any Intellectual Property right of any other Person nor does the operation of the Company's business constitute unfair competition or deceptive or unfair trade practice. To the Knowledge of the Stockholders or the Company, none of the Owned Intellectual Property is being infringed or otherwise used or available for use by any Person other than the Company, except pursuant to a Material Contract listed on Schedule 4.14.

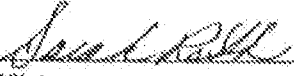
(f) Except as set forth on Schedule 4.16(f), no Proceeding is pending or threatened that (i) challenges the rights of the Company in respect of any Intellectual Property or the scope of Intellectual Property, (ii) asserts that the operation of the business of the Company is, was or will be infringing or otherwise in violation of any Intellectual Property, or is (except as set forth in a Material Contract listed on Schedule 4.14) required to pay any royalty, license fee, charge or other amount with regard to any Intellectual Property or (iii) claims that any default exists under any Material Contract set forth or required to be set forth on Schedule 4.14. Except as set forth on Schedule 4.16(f), none of the Owned Intellectual Property is or has been subject to any Order, and the Company has not been subject to any Order in respect of any other Person's Intellectual Property.

(g) No funding from any Governmental Authority or facilities of a university, college, other educational institution or non-profit organization was used in the development of the Owned Intellectual Property, and no Governmental Authority, university, college, other educational institution or non-profit organization has a claim or right to claim any right in the Owned Intellectual Property. To the Knowledge of the Stockholders or the Company, no employee or contractor of the Company who was involved and contributed to the creation or development of the Owned Intellectual Property has performed services for a Governmental Authority, university, college, other educational institution or non-profit organization during a time period when such employee or contractor also was involved in or contributed to the creation or development of the Owned Intellectual Property.

(h) Except as set forth in Schedule 4.16(h), the Company has complied at all times with all relevant requirements of any applicable data protection Law, Order or industry standard setting organizations, including, without limitation, compliance with the Company's own data protection principles, requests from data subjects for access to data held by the Company and any Law, Order or industry standard requirements relating to the registration of data users insofar as the same pertain to any aspect of the Company's business. The Company has not received any Order or other notification from a Governmental Authority regarding non-compliance or violation of any data protection principles or Law. No Person has claimed any compensation from the Company for the loss of or unauthorized disclosure or transfer of personal data, and no facts or circumstances exist that might give rise to such a claim insofar as the same relate to the Company.

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

MOSS INC.

By:   
Name: Sarah G. Roth  
Title: Vice President

\_\_\_\_\_  
JOHN A. NICHOLS

\_\_\_\_\_  
ROBERT M. FREY

\_\_\_\_\_  
ROB EVANS

\_\_\_\_\_  
BOB ZAPOLSKI

\_\_\_\_\_  
JUDY ZAPOLSKI

\_\_\_\_\_  
CYNTHIA S. KING

\_\_\_\_\_  
DON R. NICHOLS

\_\_\_\_\_  
JAMES J. NICHOLS

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

MOSS INC.

By: \_\_\_\_\_

Name:

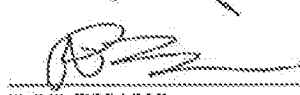
Title:



JOHN A. NICHOLS



ROBERT M. FREY



ROB EVANS

BOB ZAPOLSKI

JUDY ZAPOLSKI



CYNTHIA S. KING

DON R. NICHOLS



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MOSS INC.

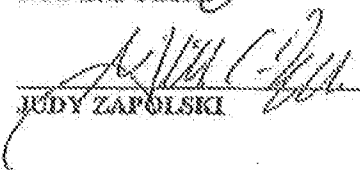
By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
JOHN A. NICHOLS

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ROBERT M. FREY

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JAMES J. NICHOLS

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MOSS INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
JOHN A. NICHOLS

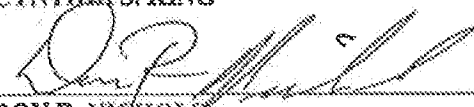
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CYNTHIA S. KING

  
\_\_\_\_\_  
DON R. NICHOLS

\_\_\_\_\_  
JAMES J. NICHOLS

Schedule 4.16(n) – Owned Intellectual Property

(i) Patent Applications

- Provisional Patent Application for “Cam Lock Tensioning Apparatus,” USPTO Serial No. 60/780,280, filed 3/7/2006 (Non-provisional application due by March 7, 2007)
- Provisional Patent Application for “Quick Release Clamp Apparatus,” USPTO Serial No. 60/743,428, filed 3/7/2006 (Non-provisional application due by March 7, 2007)
- Provisional Patent Application for “Adjustable Quick Release Connector Apparatus,” USPTO Serial No. 60/743,427, filed 3/7/2006 (Non-provisional application due by March 7, 2007)
- Regular Patent Application for “Portable Display Assembly,” USPTO Application No. 29/247,916, filed 7/19/2006
- Regular Patent Application for “Portable Display Assembly,” USPTO Application No. 29/247,917, filed 7/19/2006
- Regular Patent Application for “Portable Display Assembly,” USPTO Application No. 29/247,918, filed 7/20/2006
- Regular Patent Application for “Portable Display Assembly,” USPTO Application No. 29/247,919, filed 7/20/2006
- Regular Patent Application for “Portable Display Assembly,” USPTO Application No. 29/247,920, filed 7/20/2006

(ii) Registered Copyrights and Pending Applications

None.

(iii) Registered Trademarks, Material Unregistered Trademarks, and Pending Applications for Registration of Trademarks

- USPTO Supplemental Register Trademark Registration for the Mark “Photo Fabric” in Class 24, Reg. No. 3,161,054, Serial No. 78/467746, issued October 17, 2006

Disclosure Schedules to Stock Purchase Agreement  
Moss, Inc. and the Stockholders of Nichols Inc.  
Page 28 of 44

- USPTO Principal Register Trademark Registration for the Mark "Entasi" in Class 20, Reg. No. 3,060,039 issued February 21, 2006
- Pending Trademark Application for Serial No. 78/926719, latest Office Action dated December 29, 2006
- Pending Trademark Application for Serial No. 78/926718, latest Office Action dated December 30, 2006
- Pending Trademark Application for Serial No. 78/926722, latest Office Action dated December 29, 2006

(iv) Software

None

(v) Domain Name Registrations and Pending Applications

- The Company owns rights to the domain name "nicholsinc.net" registered at the registrar Network Solutions, LLC through January 13, 2013.
- The domain name "nicholsinc.com" has been apparently claimed by a cybersquatter. The Company, through its intellectual property counsel, has contacted this individual to discuss obtaining this domain name, but the cybersquatter has offered to relinquish rights only upon payment of \$15,000. The Company has not pursued this matter further.

RQN910262