

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                         |
|---------------------|----------|----------------|-------------------------------------|
| Otter Products, LLC |          | 08/01/2012     | LIMITED LIABILITY COMPANY: COLORADO |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | Wells Fargo Bank                    |
| Street Address: | 1700 Lincoln Street, 8th Floor      |
| City:           | Denver                              |
| State/Country:  | COLORADO                            |
| Postal Code:    | 80203                               |
| Entity Type:    | National Association: UNITED STATES |

**PROPERTY NUMBERS Total: 32**

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3632231 | ARMOR SERIES      |
| Registration Number: | 3791317 | COMMUTER          |
| Registration Number: | 3963182 | COMMUTER SERIES   |
| Registration Number: | 3623789 | DEFENDER SERIES   |
| Registration Number: | 3795187 | IMPACT SERIES     |
| Registration Number: | 4170062 | LATCH             |
| Registration Number: | 3788534 | OTTERBOX          |
| Registration Number: | 3788535 | OTTER BOX         |
| Registration Number: | 2287619 | OTTER BOX         |
| Registration Number: | 4101071 | OTTERCARES        |
| Registration Number: | 4116998 | OTTER CARES       |
| Registration Number: | 3791318 |                   |
| Registration Number: | 4053182 | PINK IS STRENGTH! |
| Registration Number: | 3972039 | REFLEX SERIES     |

OP \$815.00 3632231

**TRADEMARK**

|                      |          |                              |
|----------------------|----------|------------------------------|
| Registration Number: | 4111433  | REFLEX ZONE                  |
| Registration Number: | 4079672  | STRENGTH                     |
| Registration Number: | 4064940  | UTILITY SERIES               |
| Registration Number: | 4127073  | UTILITY SERIES               |
| Registration Number: | 3865367  | WE'VE GOT TECHNOLOGY COVERED |
| Serial Number:       | 85288182 | BRAIN BUMPER                 |
| Serial Number:       | 85505980 | CLEARLY PROTECTED            |
| Serial Number:       | 85531307 |                              |
| Serial Number:       | 85288187 | CRANIUM CAGE                 |
| Serial Number:       | 85505993 | ENABLE YOUR WORLD            |
| Serial Number:       | 85615411 | FLEX ZONE                    |
| Serial Number:       | 85416877 | IPROTECTION                  |
| Serial Number:       | 85619928 | PREFIX SERIES                |
| Serial Number:       | 85505999 | PROTECT YOUR CONNECTIONS     |
| Serial Number:       | 85505986 | PROTECT YOUR GAME            |
| Serial Number:       | 85428337 | PROTECTION FOR WHAT'S NEXT   |
| Serial Number:       | 85686606 | PURSUIITS                    |
| Serial Number:       | 85623176 | PURSUIT SERIES               |

**CORRESPONDENCE DATA**

Fax Number: 6127661600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3036073709  
Email: tmdnvr@faegrebd.com  
Correspondent Name: Faegre Baker Daniels LLP  
Address Line 1: 1700 Lincoln Street  
Address Line 2: 3200 Wells Fargo Center  
Address Line 4: Denver, COLORADO 80203-4532

|                         |                            |
|-------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 476623.000004              |
| NAME OF SUBMITTER:      | Dianna L. Gould, Paralegal |
| Signature:              | /dlg/                      |
| Date:                   | 09/26/2012                 |

Total Attachments: 24  
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**TRADEMARK**  
**REEL: 004867 FRAME: 0893**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

### OTTER PRODUCTS, LLC

This Agreement, dated as of August 1, 2012, is made by and between OTTER PRODUCTS, LLC, a Colorado limited liability company, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association, ( the "Secured Party") and having a business location at the address set forth below next to its signature.

#### Recitals

The Debtor and the Secured Party are parties to a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

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

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

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

"Patents" means all of the Debtor'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 the Debtor'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, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party 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 Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. 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. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor 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, the Debtor 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 the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor 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 Debtor's or any of Debtor's affiliate's or subsidiary business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any affiliate's or subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, none of Debtor's affiliates or subsidiaries owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any affiliates or subsidiaries owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such affiliate or subsidiary to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such

item(s) and cause such affiliate or subsidiary to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has good, absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens and other encumbrances other than a lien in favor of Secured Party. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, good, absolute title to each such Patent or Trademark free and clear of all liens and encumbrances other than a lien in favor of Secured Party, and (ii) will keep all Patents and Trademarks free and clear of all liens and encumbrances other than a lien in favor of Secured Party.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor 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.

(h) **Maintenance.** The Debtor 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. The Debtor covenants 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 the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party 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) **Secured Party's Right to Take Action.** If the Debtor 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 the Secured Party gives the Debtor 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 the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party 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 Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party 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, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at an interest rate equal to 4% above the rate of interest from time to time applicable to the Line of Credit Note.

(k) **Power of Attorney.** To facilitate the Secured Party taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor 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 the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of 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. The Debtor 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 Credit Agreement as provided therein and the payment of all Indebtedness and performance of all obligations under the Credit Agreement.

4. Debtor's Use of the Patents and Trademarks. The Debtor 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 Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor 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. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement and the Loan Documents.

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

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party 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 the Secured Party. A waiver signed by the Secured Party 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 the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party'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 Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor 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 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. An electronic, telefacsimile, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor 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 the State of Colorado 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.**



8. Arbitration.

(a) *Arbitration.* The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) any credit subject hereto, or any of the Loan Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

(b) *Governing Rules.* Any arbitration proceeding will (i) proceed in a location in Colorado selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "**Rules**"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) *No Waiver of Provisional Remedies, Self-Help and Foreclosure.* The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) *Arbitrator Qualifications and Powers.* Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and

deliberations. The arbitrator will be a neutral attorney licensed in the State of Colorado or a neutral retired judge of the state or federal judiciary of Colorado, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Colorado and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Colorado Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) *Discovery.* In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) *Class Proceedings and Consolidations.* No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Loan Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) *Payment Of Arbitration Costs And Fees.* The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) *Miscellaneous.* To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most

directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Otter Products, LLC.  
209 S. Meldrum Street  
Fort Collins, Colorado 80524  
Attention: Jane Everhart

OTTER PRODUCTS, LLC

By Jane Everhart, CPA  
Name: Jane Everhart  
Title: Director of Finance

STATE OF Colorado )  
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 30 day of July, 2012, by Jane Everhart, the Director of Finance of Otter Products, LLC, a Colorado limited liability company, on behalf of the company.



MY COMMISSION EXPIRES:  
August 3, 2015

Tonya Ashley Hoag  
Notary Public

(Signature Page 1 of 2 to Patent and Trademark Security Agreement)

Wells Fargo Bank  
1700 Lincoln Street, 8<sup>th</sup> Floor  
Denver, Colorado 80203  
Attention: Nathan Callister

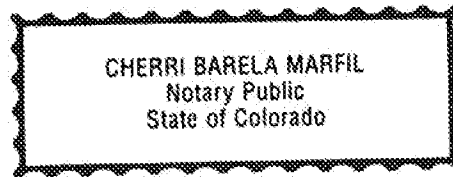
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By N. Callister  
Name: Nathan Callister  
Title: SVP

STATE OF COLORADO           )  
  )  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2012,  
by Nathan Callister, a Senior Vice President of Wells Fargo Bank, National  
Association, on behalf of the national association.

Cherry Barela Marfil  
Notary Public



My Commission Expires  
July 14, 2014

(Signature Page 2 of 2 to Patent and Trademark Security Agreement)

EXHIBIT A

UNITED STATES ISSUED PATENTS

| <u>Patent Number</u> | <u>Issue Date</u> |
|----------------------|-------------------|
| 6,646,864            | 11/11/2003        |
| 6,995,976            | 2/7/2006          |
| 7,158,376            | 1/2/2007          |
| 7,180,735            | 2/20/2007         |
| 7,230,823            | 6/12/2007         |
| 7,312,984            | 12/25/2007        |
| 7,449,650            | 11/11/2008        |
| 7,609,512            | 10/27/2009        |
| 7,663,879            | 2/16/2010         |
| 7,688,580            | 3/30/2010         |
| 7,889,489            | 2/15/2011         |
| 7,907,394            | 3/15/2011         |
| 7,933,122            | 4/26/2011         |
| D472,384             | 4/1/2003          |
| D513,123             | 12/27/2005        |
| D513,451             | 1/10/2006         |
| D514,808             | 2/14/2006         |
| D516,309             | 3/7/2006          |
| D516,553             | 3/7/2006          |
| D516,554             | 3/7/2006          |
| D516,807             | 3/14/2006         |
| D526,780             | 8/22/2006         |
| D530,079             | 10/17/2006        |
| D542,524             | 5/15/2007         |
| D557,264             | 12/11/2007        |
| D557,897             | 12/25/2007        |
| D581,155             | 11/25/2008        |
| D581,421             | 11/25/2008        |
| D587,008             | 2/24/2009         |
| D589,016             | 3/24/2009         |
| D593,319             | 6/2/2009          |
| D593,746             | 6/9/2009          |
| D597,301             | 8/4/2009          |
| D598,407             | 8/18/2009         |
| D600,908             | 9/29/2009         |
| D603,602             | 11/10/2009        |
| D605,850             | 12/15/2009        |

|          |            |
|----------|------------|
| D611,478 | 3/9/2010   |
| D613,282 | 4/6/2010   |
| D615,077 | 5/4/2010   |
| D615,535 | 5/11/2010  |
| D615,536 | 5/11/2010  |
| D615,967 | 5/18/2010  |
| D617,784 | 6/15/2010  |
| D617,785 | 6/15/2010  |
| D617,786 | 6/15/2010  |
| D617,787 | 6/15/2010  |
| D619,574 | 7/13/2010  |
| D620,487 | 7/27/2010  |
| D621,394 | 8/10/2010  |
| D621,395 | 8/10/2010  |
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| D623,639 | 9/14/2010  |
| D624,533 | 9/28/2010  |
| D624,910 | 10/5/2010  |
| D626,120 | 10/26/2010 |
| D626,121 | 10/26/2010 |
| D626,964 | 11/9/2010  |
| D628,568 | 12/7/2010  |
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| D636,386 | 4/19/2011  |
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| D637,590 | 5/10/2011  |
| D637,591 | 5/10/2011  |
| D637,592 | 5/10/2011  |
| D638,005 | 5/17/2011  |
| D638,411 | 5/24/2011  |
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| D638,830 | 5/31/2011  |
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| <u>Application Number</u> | <u>Filing Date</u> |
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| 12/895,150                | 09/30/2010         |
| 12/950,821                | 11/19/2010         |
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| 13/050,791                | 03/17/2011         |
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| 13/466,320                | 05/08/2012         |
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| 29/388,373                | 2011-03-28         |
| 29/388,927                | 2011-04-04         |
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| 29/394,722 | 2011-06-21 |
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| 29/397,175 | 2011-07-12 |
| 29/397,177 | 2011-07-12 |
| 29/397,211 | 2011-07-13 |
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| 29/399,365 | 2011-08-12 |
| 29/400,037 | 2011-08-23 |
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| 29/402,673 | 2011-09-26 |
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| 29/416,109 | 2012-03-19 |

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| 29/417,067 | 2012-03-29 |
| 29/417,070 | 2012-03-29 |
| 29/418,893 | 2012-04-23 |
| 29/418,895 | 2012-04-23 |
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| 29/423,008 | 2012-05-25 |
| 29/423,643 | 2012-06-04 |
| 29/423,645 | 2012-06-04 |
| 29/423,651 | 2012-06-04 |
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| CN             | ZL 201030000493.1    | 8/18/2010         |
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| CN             | ZL 201030000495.0    | 8/11/2010         |
| CN             | ZL 201030000496.5    | 8/18/2010         |
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| CN             | ZL 201030002509.2    | 8/18/2010         |
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| CN             | ZL 201030002512.4    | 8/18/2010         |
| CN             | ZL 201030002513.9    | 8/4/2010          |
| CN             | ZL 201030002515.8    | 8/11/2010         |
| CN             | ZL 201030111454.9    | 8/18/2010         |
| CN             | ZL 201030111467.6    | 8/18/2010         |
| CN             | ZL 201030111472.7    | 8/18/2010         |

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| CN | ZL 201030112224.4 | 8/11/2010 |
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| CN | ZL 201030112317.7 | 8/4/2010  |
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| CN | ZL 201030112347.8 | 8/18/2010 |
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| CN | ZL 201030271751.X | 1/19/2011 |

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

| <u>Mark</u>                  | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------------|----------------------------|--------------------------|
| Armor Series                 | 3,632,231                  | 06/02/2009               |
| Commuter                     | 3,791,317                  | 08/18/2010               |
| Commuter Series              | 3,963,182                  | 05/17/2011               |
| Defender Series              | 3,623,789                  | 05/19/2009               |
| Impact Series                | 3,795,187                  | 05/25/2010               |
| Latch                        | 4,170,062                  | 07/10/2012               |
| OtterBox                     | 3,788,534                  | 05/11/2010               |
| Otter Box                    | 3,788,535                  | 05/11/2010               |
| Otter Box                    | 2,287,619                  | 10/19/1999               |
| OtterCares                   | 4,101,071                  | 02/21/2012               |
| OtterCares & logo            | 4,116,998                  | 03/27/2012               |
| Otter logo                   | 3,791,318                  | 05/18/2010               |
| Pink is Strength!            | 4,053,182                  | 11/08/2011               |
| Reflex Series                | 3,972,039                  | 03/31/2011               |
| Reflex Zone                  | 4,111,433                  | 03/13/2012               |
| Strength                     | 4,079,672                  | 01/03/2012               |
| Utility Series               | 4,064,940                  | 11/29/2011               |
|                              | 4,127,073                  | 04/10/2012               |
| We've Got Technology Covered | 3,865,367                  | 10/19/2010               |

UNITED STATES PENDING TRADEMARK AND SERVICE MARK APPLICATIONS

| <u>Mark</u>                | <u>Serial Number</u> | <u>Filing Date</u> |
|----------------------------|----------------------|--------------------|
| Brain Bumper               | 85/288,182           | 08/16/2011         |
| Clearly Protected          | 85/505,980           | 12/29/2011         |
| color yellow (design)      | 85/531,307           | 02/01/2012         |
| Cranium Cage               | 85/288,187           | 04/06/2011         |
| Enable Your World          | 85/505,993           | 07/31/2012         |
| Flex Zone                  | 85/615,411           | 05/03/2012         |
| iProtection                | 85/416,877           | 09/07/2011         |
| Prefix Series              | 85/619,928           | 05/08/2012         |
| Protect Your Connections   | 85/505,999           | 12/29/2011         |
| Protect Your Game          | 85/505,986           | 12/29/2011         |
| Protection For What's Next | 85/428,337           | 09/21/2011         |
| Pursuits                   | 85/686,606           | 07/25/2012         |
| Pursuit Series             | 85/623,176           | 05/11/2012         |

FOREIGN TRADEMARKS AND SERVICE MARKS

| <u>Mark</u>              | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------------|----------------|----------------------------|--------------------------|
| Armor                    | China          | 8055887                    | 02/14/2011               |
| Commuter                 | China          | 8055891                    | 03/21/2011               |
| Commuter Series          | EU             | 1,072,677                  | 02/28/2012               |
| Impact Series            | EU             | 1,072,377                  | 03/05/2012               |
| Otter                    | China          | 7722083                    | 02/07/2011               |
| Otter Box                | Argentina      | 2476793                    | 11/17/2011               |
|                          | Australia      | 1,387,146                  | 05/13/2011               |
|                          | Canada         | TMA803990                  | 08/09/2011               |
|                          | Columbia       | 422855                     | 04/28/2011               |
|                          | Ecuador        | I-9023-2011                | 11/25/2011               |
|                          | Hong Kong      | 301591803                  | 04/20/2010               |
|                          | Mexico         | 1268762                    | 02/17/2012               |
|                          | Norway         | 1,069,074                  | 11/10/2011               |
|                          | Panama         | 196690-01                  | 01/12/2011               |
|                          | Russia         | 1,050,433                  | 04/03/2012               |
|                          | Ukraine        | 1,069,074                  | 03/21/2012               |
|                          | Vietnam        | 40162685000                | 04/27/2011               |
|                          | New Zealand    | 834801                     | 06/14/2011               |
| OtterBox                 | China          | 7722085                    | 02/07/2011               |
| OtterBox logo            | Argentina      | 2476791                    | 11/17/2011               |
|                          | Australia      | 1,387,082                  | 05/20/2011               |
|                          | Chile          | 923767                     | 07/06/2011               |
|                          | Columbia       | 422854                     | 04/28/2011               |
|                          | EU             | 1,022,540                  | 12/31/2009               |
|                          | Israel         | 1,069,075                  | 02/16/2012               |
|                          | Hong Kong      | 301591731                  | 04/20/2010               |
|                          | Malaysia       | 2010024379                 | 12/21/2010               |
|                          | Norway         | 1,069,075                  | 07/15/2011               |
|                          | Oman           | 1,069,075                  | 12/09/2010               |
|                          | Panama         | 196692-01                  | 01/12/2011               |
|                          | Russia         | 1,050,057                  | 07/18/2011               |
|                          | South Korea    | 1,069,075                  | 12/09/2010               |
|                          | Turkey         | 1,069,075                  | 07/10/2011               |
|                          | Ukraine        | 1,069,075                  | 03/21/2012               |
|                          | New Zealand    | 834800                     | 06/14/2011               |
| OtterBox & logo          | Hong Kong      | 301591731                  | 04/20/2010               |
| Protect Your Connections | China          | 1106430                    | 01/05/2012               |
|                          | EU             | 1106430                    | 01/05/2012               |
| Reflex Series            | EU             | 1,072,422                  | 03/15/2011               |
|                          | Taiwan         | 01502121                   | 02/01/2012               |
| Reflex Zone              | China          | 1106965                    | 01/05/2012               |
|                          | EU             | 1106965                    | 01/05/2012               |
| Tandem                   | China          | 8055888                    | 06/14/2011               |

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|----------------|--------|---------|------------|
| Utility Series | Mexico | 1259725 | 08/08/2011 |
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FOREIGN PENDING TRADEMARKS AND SERVICE MARKS

| <u>Mark</u>           | <u>Country</u> | <u>Application Number</u> | <u>Filing Date</u> |
|-----------------------|----------------|---------------------------|--------------------|
| Always Use Protection | Australia      | 1470367                   | 01/19/2012         |
| Armor Series          | Australia      | 3632231                   | 05/11/2012         |
|                       | Canada         | 157471200                 | 04/24/2012         |
|                       | China          | 3632231                   | 05/11/2012         |
|                       | Egypt          | 3632231                   | 05/11/2012         |
|                       | EU             | 3632231                   | 05/11/2012         |
|                       | Israel         | 3632231                   | 05/11/2012         |
|                       | Japan          | 3632231                   | 05/11/2012         |
|                       | Kenya          | 3632231                   | 05/11/2012         |
|                       | Mexico         | 1269029                   | 04/25/2012         |
|                       | Morocco        | 3632231                   | 05/11/2012         |
|                       | North Korea    | 3632231                   | 05/11/2012         |
|                       | Norway         | 3632231                   | 05/11/2012         |
|                       | Oman           | 3632231                   | 05/11/2012         |
|                       | Russia         | 3632231                   | 05/11/2012         |
|                       | Singapore      | 3632231                   | 05/11/2012         |
|                       | South Korea    | 3632231                   | 05/11/2012         |
|                       | Switzerland    | 3632231                   | 05/11/2012         |
| Turkey                | 3632231        | 05/11/2012                |                    |
| Ukraine               | 3632231        | 05/11/2012                |                    |
| Vietnam               | 3632231        | 05/11/2012                |                    |
| Clearly Protected     | Australia      | 85505980                  | 06/28/2012         |
|                       | Canada         | 158407100                 | 06/28/2012         |
|                       | China          | 85505980                  | 06/28/2012         |
|                       | EU             | 85505980                  | 06/28/2012         |
| Commuter              | Australia      | 3791317                   | 04/05/2012         |
|                       | Egypt          | 3791317                   | 04/05/2012         |
|                       | Israel         | 3791317                   | 04/05/2012         |
|                       | Japan          | 3791317                   | 04/05/2012         |
|                       | Kenya          | 3791317                   | 04/05/2012         |
|                       | North Korea    | 3791317                   | 04/05/2012         |
|                       | Norway         | 3791317                   | 04/05/2012         |
|                       | Oman           | 3791317                   | 04/05/2012         |
|                       | Russia         | 3791317                   | 04/05/2012         |
|                       | Singapore      | 3791317                   | 04/05/2012         |
|                       | South Korea    | 3791317                   | 04/05/2012         |
|                       | Switzerland    | 3791317                   | 04/05/2012         |
|                       | Syria          | 3791317                   | 04/05/2012         |
|                       | Turkey         | 3791317                   | 04/05/2012         |
| Ukraine               | 3791317        | 04/05/2012                |                    |

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|-------------------|-------------|------------|------------|
|                   | Vietnam     | 3791317    | 04/05/2012 |
| Commuter Series   | Australia   | 3963182    | 05/11/2012 |
|                   | Canada      | 157428800  | 04/20/2012 |
|                   | China       | 3963182    | 05/11/2012 |
|                   | Egypt       | 3963182    | 05/11/2012 |
|                   | Israel      | 3963182    | 05/11/2012 |
|                   | Japan       | 3963182    | 05/11/2012 |
|                   | Kenya       | 3963182    | 05/11/2012 |
|                   | Mexico      | 1269033    | 04/25/2012 |
|                   | Morocco     | 3963182    | 05/11/2012 |
|                   | North Korea | 3963182    | 05/11/2012 |
|                   | Norway      | 3963182    | 05/11/2012 |
|                   | Oman        | 3963182    | 05/11/2012 |
|                   | Russia      | 3963182    | 05/11/2012 |
|                   | Singapore   | 3963182    | 05/11/2012 |
|                   | South Korea | 3963182    | 05/11/2012 |
|                   | Switzerland | 3963182    | 05/11/2012 |
| Turkey            | 3963182     | 05/11/2012 |            |
| Ukraine           | 3963182     | 05/11/2012 |            |
| Vietnam           | 3963182     | 05/11/2012 |            |
| Defender Series   | Australia   | 1090370    | 08/04/2011 |
|                   | Canada      | 157428100  | 04/20/2012 |
|                   | China       | 3623789    | 04/05/2012 |
|                   | Egypt       | 3623789    | 04/05/2012 |
|                   | EU          | 1075783    | 03/17/2011 |
|                   | Israel      | 3623789    | 04/05/2012 |
|                   | Japan       | 3623789    | 04/05/2012 |
|                   | Kenya       | 3623789    | 04/05/2012 |
|                   | Mexico      | 1269027    | 04/25/2012 |
|                   | North Korea | 3623789    | 04/05/2012 |
|                   | Norway      | 3623789    | 04/05/2012 |
|                   | Oman        | 3623789    | 04/05/2012 |
|                   | Russia      | 3623789    | 04/05/2012 |
|                   | Singapore   | 3623789    | 04/05/2012 |
|                   | South Korea | 3623789    | 04/05/2012 |
|                   | Switzerland | 3623789    | 04/05/2012 |
| Turkey            | 3623789     | 04/05/2012 |            |
| Ukraine           | 3623789     | 04/05/2012 |            |
| Vietnam           | 3623789     | 04/05/2012 |            |
| Enable Your World | Australia   | 85505993   | 06/27/2012 |
|                   | Canada      | 158407000  | 06/28/2012 |
|                   | China       | 85505993   | 06/27/2012 |
|                   | EU          | 85505993   | 06/27/2012 |
| Impact Series     | Australia   | 3795187    | 05/11/2012 |
|                   | Canada      | 157428700  | 04/20/2012 |
|                   | China       | 3795187    | 05/11/2012 |



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|---------------|--------------------|-------------|------------|
|               | Egypt              | 3795187     | 05/11/2012 |
|               | Israel             | 3795187     | 05/11/2012 |
|               | Japan              | 3795187     | 05/11/2012 |
|               | Kenya              | 3795187     | 05/11/2012 |
|               | Mexico             | 1269031     | 04/25/2012 |
|               | Morocco            | 3795187     | 05/11/2012 |
|               | North Korea        | 3795187     | 05/11/2012 |
|               | Norway             | 3795187     | 05/11/2012 |
|               | Oman               | 3795187     | 05/11/2012 |
|               | Russia             | 3795187     | 05/11/2012 |
|               | Singapore          | 3795187     | 05/11/2012 |
|               | South Korea        | 3795187     | 05/11/2012 |
|               | Switzerland        | 3795187     | 05/11/2012 |
|               | Turkey             | 3795187     | 05/11/2012 |
|               | Ukraine            | 3795187     | 05/11/2012 |
|               | Vietnam            | 3795187     | 05/11/2012 |
| iProtection   | China              | 1107011     | 01/10/2012 |
|               | EU                 | 1007011     | 01/10/2012 |
| Otter         | China              | 7722082     | 09/24/2009 |
| Otter Box     | Australia          | 1050433     | 08/17/2010 |
|               | Brazil             | 903421488   | 02/28/2011 |
|               | Chile              | 934691      | 12/28/2010 |
|               | China              | 1018713     | 10/26/2009 |
|               | Dominican Republic | 10/30411    | 12/28/2010 |
|               | Ecuador            | 1876        | 03/29/2011 |
|               | Egypt              | 1069074     | 12/09/2010 |
|               | EU                 | 1018698     | 10/23/2009 |
|               | India              | 2012800     | 08/23/2010 |
|               | Israel             | 236609      | 12/09/2010 |
|               | Kenya              | 1069074     | 12/09/2010 |
|               | Malaysia           | 2010024378  | 12/21/2010 |
|               | North Korea        | 1069074     | 12/09/2010 |
|               | Norway             | 1069074     | 12/09/2010 |
|               | Oman               | 1069074     | 12/09/2010 |
|               | Panama             | 196690      | 01/12/2011 |
|               | Russia             | 1050433     | 08/17/2010 |
|               | Singapore          | 1069074     | 12/09/2010 |
|               | South Korea        | 1069074     | 12/09/2010 |
|               | Switzerland        | 1069074     | 12/09/2010 |
|               | Syria              | 1069074     | 12/09/2010 |
|               | Turkey             | 1069074     | 12/09/2010 |
|               | Ukraine            | 1069074     | 12/09/2010 |
|               | Venezuela          | 2011-005494 | 04/05/2011 |
| OtterBox logo | Australia          | 1050057     | 08/17/2010 |
|               | Brazil             | 903453142   | 03/14/2011 |
|               | China              | 1022541     | 10/26/2009 |

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|----------------------------|--------------------|-------------|------------|
|                            | Dominican Republic | 10/30410    | 12/28/2010 |
|                            | Egypt              | 1069075     | 12/09/2010 |
|                            | India              | 2012799     | 08/23/2010 |
|                            | Israel             | 236610      | 12/09/2010 |
|                            | Kenya              | 1069075     | 12/09/2010 |
|                            | Malaysia           | 2010024379  | 12/21/2010 |
|                            | Mexico             | 1138395     | 11/30/2010 |
|                            | North Korea        | 1069075     | 12/09/2010 |
|                            | Norway             | 1069075     | 12/09/2010 |
|                            | Oman               | 1069075     | 12/09/2010 |
|                            | Panama             | 196692      | 01/12/2011 |
|                            | Philippines        | 42012500798 | 03/30/2012 |
|                            | Russia             | 1050057     | 08/17/2010 |
|                            | Singapore          | 1069075     | 12/09/2010 |
|                            | South Korea        | 1069075     | 12/09/2010 |
|                            | Switzerland        | 1069075     | 11/09/2010 |
|                            | Syria              | 1069075     | 12/09/2010 |
|                            | Turkey             | 1069075     | 12/09/2010 |
|                            | Ukraine            | 1069075     | 12/09/2010 |
| OtterBox                   | Argentina          | 3159269     | 04/20/2012 |
|                            | Australia          | 3788534     | 04/04/2012 |
|                            | Canada             | 157429000   | 04/20/2012 |
|                            | China              | 7722084     | 09/24/2009 |
|                            | Egypt              | 3788534     | 04/04/2012 |
|                            | EU                 | 3788534     | 04/04/2012 |
|                            | India              | 2317314     | 04/18/2012 |
|                            | Israel             | 3788534     | 04/04/2012 |
|                            | Japan              | 3788534     | 04/04/2012 |
|                            | Kenya              | 3788534     | 04/04/2012 |
|                            | Mexico             | 1269023     | 04/25/2012 |
|                            | New Zealand        | 956758      | 04/04/2012 |
|                            | North Korea        | 3788534     | 04/04/2012 |
|                            | Norway             | 3788534     | 04/04/2012 |
|                            | Oman               | 3788534     | 04/04/2012 |
|                            | Philippines        | 42012500797 | 03/30/2012 |
|                            | Russia             | 3788534     | 04/04/2012 |
|                            | Singapore          | 3788534     | 04/04/2012 |
|                            | South Korea        | 3788534     | 04/04/2012 |
|                            | Switzerland        | 3788534     | 04/04/2012 |
|                            | Syria              | 3788534     | 04/04/2012 |
|                            | Turkey             | 3788534     | 04/04/2012 |
|                            | Ukraine            | 3788534     | 04/04/2012 |
|                            | Vietnam            | 3788534     | 04/04/2012 |
| OtterBox & logo            | Philippines        | 42012500799 | 03/30/2012 |
| Protection For What's Next | New Zealand        | 956010      | 03/21/2012 |
|                            | Philippines        | 42012500687 | 03/21/2012 |

|                              |             |            |            |
|------------------------------|-------------|------------|------------|
| Protect Your Connections     | Canada      | 158407600  | 06/28/2012 |
| Protect Your Game            | Australia   | 85505986   | 06/28/2012 |
|                              | Canada      | 158406900  | 06/28/2012 |
|                              | China       | 85505986   | 06/28/2012 |
|                              | EU          | 85505986   | 06/28/2012 |
| Reflex Series                | Australia   | 3972039    | 05/11/2012 |
|                              | Canada      | 157428900  | 04/20/2012 |
|                              | China       | 9319855    | 04/11/2011 |
|                              | Egypt       | 3972039    | 05/11/2012 |
|                              | Israel      | 3972039    | 05/11/2012 |
|                              | Japan       | 3972039    | 05/11/2012 |
|                              | Kenya       | 3972039    | 05/11/2012 |
|                              | Mexico      | 1269035    | 04/25/2012 |
|                              | Morocco     | 3972039    | 05/11/2012 |
|                              | North Korea | 3972039    | 05/11/2012 |
|                              | Norway      | 3972039    | 05/11/2012 |
|                              | Oman        | 3972039    | 05/11/2012 |
|                              | Russia      | 3972039    | 05/11/2012 |
|                              | Singapore   | 3972039    | 05/11/2012 |
|                              | South Korea | 3972039    | 05/11/2012 |
|                              | Switzerland | 3972039    | 05/11/2012 |
|                              | Turkey      | 3972039    | 05/11/2012 |
| Ukraine                      | 3972039     | 05/11/2012 |            |
| Vietnam                      | 3972039     | 05/11/2012 |            |
| Utility Series               | Australia   | 1090715    | 08/02/2011 |
|                              | China       | 1090715    | 08/02/2011 |
|                              | EU          | 1090715    | 08/02/2011 |
| We've Got Technology Covered | Australia   | 3865367    | 04/04/2012 |
|                              | China       | 3865367    | 04/04/2012 |
|                              | Egypt       | 3865367    | 04/04/2012 |
|                              | EU          | 3865367    | 04/04/2012 |
|                              | Israel      | 3865367    | 04/04/2012 |
|                              | Japan       | 3865367    | 04/04/2012 |
|                              | Kenya       | 3865367    | 04/04/2012 |
|                              | North Korea | 3865367    | 04/04/2012 |
|                              | Norway      | 3865367    | 04/04/2012 |
|                              | Oman        | 3865367    | 04/04/2012 |
|                              | Russia      | 3865367    | 04/04/2012 |
|                              | Singapore   | 3865367    | 04/04/2012 |
|                              | South Korea | 3865367    | 04/04/2012 |
|                              | Switzerland | 3865367    | 04/04/2012 |
|                              | Syria       | 3865367    | 04/04/2012 |
|                              | Turkey      | 3865367    | 04/04/2012 |
|                              | Ukraine     | 3865367    | 04/04/2012 |
| Vietnam                      | 3865367     | 04/04/2012 |            |