

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
Handi-Craft Company		03/19/2013	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

Name:	The Northern Trust Company
Street Address:	190 Carondelet Plaza
Internal Address:	Suite 100
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	4052725	A WHOLE NEW ANGLE IN NURSING PILLOWS
Registration Number:	4002922	BABYFACE
Registration Number:	4077455	BREASTFEEDING COMPANION
Registration Number:	4077456	CONTINUOUS COMFORT
Registration Number:	4199925	COOLEES
Registration Number:	3846723	DESIGNED BY WOMEN, FOR WOMEN.
Registration Number:	3846722	DESIGNED BY WOMEN, FOR WOMEN.
Registration Number:	3846721	DESIGNED BY WOMEN, FOR WOMEN.
Registration Number:	4144342	DESIGNED TO NOURISH
Serial Number:	85082521	DESIGNED TO NOURISH
Registration Number:	4199924	FLEXEES
Registration Number:	3963215	GIA
Registration Number:	2231674	HANDICRAFT

CH \$840.00 4052725

Serial Number:	85541443	HANDI-CRAFT
Serial Number:	85514283	HANDI-CRAFT
Registration Number:	3038489	HANDI-CRAFT
Registration Number:	4195318	MAKE-A-SMASH
Registration Number:	4172015	NATURALLY BETTER. BY DESIGN.
Registration Number:	3982006	NATURALLY BETTER. BY DESIGN.
Registration Number:	3894698	NATURALLY BETTER. BY DESIGN.
Registration Number:	3894697	NATURALLY BETTER. BY DESIGN.
Registration Number:	4199927	ORTHEES
Registration Number:	3978561	PREVENT
Registration Number:	3978627	SIMPLISSE
Registration Number:	4175924	SIMPLISSE
Registration Number:	3894636	SIMPLISSE
Registration Number:	3894635	SIMPLISSE
Registration Number:	3878287	SIMPLY THE BEST BABY BOTTLE.
Registration Number:	4109808	SNACK-A-PILLAR
Serial Number:	85668477	RIDGEES
Serial Number:	85771856	MY DOTS
Serial Number:	85751661	MYBANDS
Serial Number:	85541439	DESIGNED TO NOURISH

**CORRESPONDENCE DATA**

Fax Number: 6186559640

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

Phone: 618-692-2600

Email: rendsley@polsinelli.com

Correspondent Name: POLSINELLI SHUGHART PC

Address Line 1: 105 West Vandalia

Address Line 2: Suite 400

Address Line 4: Edwardsville, ILLINOIS 62025

ATTORNEY DOCKET NUMBER:	070704-451528
NAME OF SUBMITTER:	Rebecca L. Endsley, Paralegal
Signature:	/Rebecca L. Endsley/
Date:	03/20/2013

Total Attachments: 14

**TRADEMARK**  
**REEL: 004986 FRAME: 0182**

source=451528 Intellectual Property Security Agreement - TBF#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of March 14, 2013, by HANDI-CRAFT COMPANY, a Missouri corporation (including any successor or permitted assignee thereof, the "Grantor"), in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (including any successor, participant, assignee or transferee thereof, the "Bank"). Capitalized terms used herein without definition have the respective meanings assigned in that certain Loan and Security Agreement among the Bank, the Grantor and DLRS Development, LLC dated as of even date herewith (as may be amended, restated or modified, from time to time (the "Loan Agreement"). All terms, conditions, covenants, representations and warranties contained in the Loan Agreement are hereby incorporated herein by reference.

### RECITALS

**WHEREAS**, as a condition to the Bank entering into the Loan Agreement and providing the financial accommodations thereunder, the Bank has required that Grantor grant to the Bank a security interest in the Collateral (as defined herein) including a security interest in Collateral identified herein including, but not limited to, the patents, patent applications, inventions, and the like, listed on Schedule B attached hereto, to secure the payment of all amounts owing under the Indebtedness;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and the Bank hereby agree as follows:

1. Grant. Grantor hereby grants to the Bank an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter existing or in force throughout the world including, without limitation, all of Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, but not limited to, those set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses (granted by Grantor), together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses (granted by Grantor), royalties,

income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule B hereto (collectively, the "Patents"); and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses (granted by Grantor) therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule C hereto (collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the Bank's interests in, to and under the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Loan Agreement) and subject to foreclosure provisions of applicable law, Grantor shall immediately execute and deliver to the Bank an absolute assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith, to the Bank.

4. Power of Attorney. Grantor hereby irrevocably grants the Bank a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Bank's discretion, to take any action and to execute any instrument which the Bank may deem reasonably necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Bank's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in the Bank's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Bank's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect the Bank's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

#### 5. Covenants.

(a) Grantor (either itself or through licensees) will (A) provided that no Event of Default has occurred, have sole discretion over whether to continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, except when discontinuing the use of a Trademark could reasonably be expected to have a Material Adverse Effect (as defined in the Loan Agreement), (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, the Bank, for its benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) provided that no Event of Default has occurred, have sole discretion to do any act, or omit to do any act (and permit any licensee or sublicensee to do any act or omit to do any act) whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened, except when such action or omission could reasonably be expected to have a Material Adverse Effect.

(b) Provided that no Event of Default has occurred, Grantor will have sole discretion (except when the exercise of such discretion could reasonably be expected to have a Material Adverse Effect) to do any act, or omit to do any act, whereby any Patent may become abandoned, to timely pay all maintenance and annuity fees due in connection with each Patent, and to timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Grantor will promptly notify the Bank if Grantor knows, or has reason to

know, that any application relating to any Patent or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof in which the recordation of a security interest is permitted, Grantor shall: (i) promptly record the Bank's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to the Bank within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Bank, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as the Bank may request to evidence the Bank's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes the Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(f) Grantor will have sole discretion to take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate, except when failure to take such steps could reasonably be expected to have a Material Adverse Effect.

(g) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify the Bank after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

6. Representations and Warranties. Grantor represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (other than by any patent office in which a Patent is pending);

(b) To the best of Grantor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third person, (ii) no claims for

infringement have been commenced in connection with any of the Patents, Trademarks or Copyrights, nor is there a reasonable basis therefor;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third persons;

(e) To the best of Grantor's knowledge, Grantor has the unqualified right to enter into this IP Security Agreement and perform its terms; and

(f) Grantor has used, and will continue to use for the duration of this IP Security Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

7. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Bank (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to the Bank to evidence such termination.

8. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Bank under the Loan Agreement. The rights and remedies of Grantor and the Bank with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of this Agreement shall govern.

[Signature page follows.]





SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Handi-Craft Junior tool set	VA0000379889	9/20/1989
Fairy queen play phone: [no.] 325	VA0000298303 Supplemented by VA0000363933	2/19/1988 Supplemented: 6/1/1989
Fashion doll talking play phone	VA0000300161 Supplemented by VA0000364135	2/19/1988 Supplemented: 6/1/1989
Handi-Craft Junior handyman's tool set.	VA0000379890	9/20/1989
Handi-Craft Tub 'n Pool telephone.	VA0000379888	9/20/1989
HandiCraft Big big piggy bank.	VA0000401513	3/30/1990
Handi-Craft play 'n' shape beads: no. 6645	VA0000395723	3/29/1990
Hide 'n' seek periscope: [no.] 6095.	VA0000381988	9/19/1989
Junior shaving kit: [no.] 4115.	VA0000376550	9/18/1989
Touch tinkle play phone: [no.] 875.	VA0000295331 Supplemented by VA0000363932	2/19/1988 Supplemented: 6/1/1989
Touch tinkle talking play phone.	VA0000303716	2/19/1988

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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**V. Domain Names**

<u>Domain Name</u>	<u>Registrar</u>	<u>Date Created</u>	<u>Expiration Date</u>

**SCHEDULE B**

**PATENT COLLATERAL**

**I. Patents**

<u>Patent Number</u>	<u>Application Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Publication/Filing Date</u>	<u>Title</u>
7669721	11/564631	United States	3/2/2010	6/7/2007	DRYING RACK ASSEMBLY FOR BABY BOTTLES
7650896	11/411368	United States	1/26/2010	11/15/2007	APPARATUS FOR HOLDING NURSING BOTTLE COMPONENTS IN A DISHWASHER
7628163	11/841452	United States	12/8/2009	12/27/2007	APPARATUS FOR HOLDING NURSING BOTTLE COMPONENTS IN A DISHWASHER
7575126	11/046288	United States	8/18/2009	8/3/2006	LEAK RESISTANT DRINKING CUP
Published	11/852066	United States	Published	10/23/2008	PITCHER HAVING MIXING DEVICE
8333299	12/471124	United States	12/18/2012	11/25/2010	LEAK RESISTANT DRINKING CUP
Published	12/471133	United States	Published	11/25/2010	LEAK RESISTANT DRINKING CUP
5449098	08/217120	United States	9/12/1995	3/24/1994	FLUID FLOW CONTROLLER FOR BOTTLE
Published	12/879470	United States	Published	3/17/2011	CUP AND LID ASSEMBLY FOR A CUP
Published	12/703881	United States	Published	8/11/2011	BOTTLE ASSEMBLY HAVING BOTTOM VENT NIPPLE FOR AN INFANT
Published	13/112162	United States	Published	11/24/2011	BOTTLE ASSEMBLY HAVING A FLOW CONTROL VALVE AND AN INFANT BOTTLE ASSEMBLY HAVING SUCH A NIPPLE
Published	13/267501	United States	Published	4/12/2012	STACKABLE CUP ASSEMBLY
Published	13/267637	United States	Published	4/12/2012	FOOD STORAGE CONTAINER SYSTEM
Published	13/283923	United States	Published	2/23/2012	NIPPLE FOR AN INFANT BOTTLE ASSEMBLY AND AN INFANT BOTTLE ASSEMBLY HAVING SUCH A NIPPLE
8109901	12/613955	United States	2/7/2012	5/13/2010	BREAST PUMP

8323235	12/613884	United States	12/4/2012	5/13/2010	LINER FOR USE WITH A BREAST PUMP
7972297	12/613976	United States	7/5/2011	5/13/2010	BREAST CUP ASSEMBLY FOR A BREAST PUMP
Published	12/879476	United States	Published	3/17/2011	NIPPLE SHIELD
D561540	29/259041	United States	2/12/2008	5/1/2006	BABY SPOON
D619851	29/337517	United States	7/20/2010	5/22/2009	TRAINING CUP
D636634	29/343399	United States	4/26/2011	9/11/2009	LID ASSEMBLY
D661549	29/376592	United States	6/12/2012	10/8/2010	SET OF STACKABLE CUPS
D651872	29/376611	United States	1/10/2012	10/8/2010	COMBINED FOOD STORAGE CONTAINER SYSTEM WITH FOOD STORAGE CONTAINERS
Allowed	29/401902	United States	Allowed	9/16/2011	BEVERAGE CONTAINER
D662599	29/401908	United States	6/26/2012	9/16/2011	TEETHER
D662600	29/401909	United States	6/26/2012	9/16/2011	PACIFIER SHIELD
D662210	29/401915	United States	6/19/2012	9/16/2011	TEETHER
D637726	29/343404	United States	5/10/2011	9/11/2009	NIPPLE SHIELD
D568098	29/295634	United States	5/6/2008	10/2/2007	BABY SPOON
D642867	29/362416	United States	8/9/2011	5/25/2010	TRAINING CUP
D652146	29/388061	United States	1/10/2012	3/23/2011	NIPPLE SHIELD
D423107	29/099,178	United States	4/18/2000	1/15/1999	NURSING BOTTLE WITH INDENTED SIDES
D420448	29/099,179	United States	2/8/2000	1/15/1999	NURSING BOTTLE WITH INDENTED SIDES AND VENT TUBE

## II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Number</u>	<u>Serial Filing Date</u>	<u>Status</u>
DRYING RACK	27844-341	United States	61/735639	12/11/2012	Pending

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number/ Registration Number</u>	<u>Issued</u>
A WHOLE NEW ANGLE IN NURSING PILLOWS	United States	SN:85-287439 RN:4,052,725	November 8, 2011
BABYFACE	United States	SN:77-738177 RN:4,002,922	July 26, 2011
DESIGNED BY WOMEN, FOR WOMEN	United States	SN:77-738174 RN:4,077,455	December 27, 2011
CONTINUOUS COMFORT	United States	SN:77-738179 RN:4,077,456	December 27, 2011
<b>COOLEES</b>	United States	SN:85-400893 RN:4,199,925	August 28, 2012
DESIGNED BY WOMEN, FOR WOMEN	United States	SN:77-738193 RN:3,846,723	Registered Supplemental Register September 7, 2010
DESIGNED BY WOMEN, FOR WOMEN	United States	SN:77-738191 RN:3,846,722	Registered Supplemental Register September 7, 2010
DESIGNED BY WOMEN, FOR WOMEN	United States	SN:77-738180 RN:3,846,721	Registered Supplemental Register September 7, 2010
DESIGNED TO NOURISH	United States	SN:85-976471 RN:4,144,342	May 15, 2012
DESIGNED TO NOURISH	United States	SN:85-082521	Allowed - Intent to Use 3rd Extension of Time Granted January 31, 2013
<b>FLEXEES</b>	United States	SN:85-400892 RN:4,199,924	August 28, 2012
<b>GIA</b>	United States	SN:77-967528 RN:3,963,215	May 17, 2011
HANDICRAFT	United States	SN:75-355770 RN:2,231,674	Renewed March 16, 2009

HANDI-CRAFT	United States	SN:85-541443	Allowed - Intent to Use Statement of Use - Registration Review Complete February 13, 2013
HANDI-CRAFT	United States	SN:85-514283	Allowed - Intent to Use 1st Extension of Time Granted February 6, 2013
HANDI-CRAFT	United States	SN:78-976542 RN:3,038,489	Registered 8 & 15 February 15, 2012
MAKE-A-SMASH	United States	SN:85-183986 RN:4,195,318	August 21, 2012
NATURALLY BETTER BY DESIGN.	United States	SN:77-738198 RN:4,172,015	July 10, 2012
NATURALLY BETTER BY DESIGN.	United States	SN:77-738197 RN:3,982,006	June 21, 2011
NATURALLY BETTER BY DESIGN.	United States	SN:77-738187 RN:3,894,698	December 21, 2010
NATURALLY BETTER BY DESIGN.	United States	SN:77-738183 RN:3,894,697	December 21, 2010
ORTHEES	United States	SN:85-401063 RN:4,199,927	August 28, 2012
PREVENT	United States	SN:77-652841 RN:3,978,561	June 14, 2011
SIMPLISSE	United States	SN:77-712831 RN:3,978,627	June 14, 2011
SIMPLISSE	United States	SN:77-712810 RN:4,175,924	July 17, 2012
SIMPLISSE	United States	SN:77-712803 RN:3,894,636	December 21, 2010
SIMPLISSE	United States	SN:77-712801 RN:3,894,635	December 21, 2010
SIMPLY THE BEST BABY BOTTLE	United States	SN:77-903544 RN:3,878,287	Registered Supplemental Register November 16, 2010



SNACK-A-PILLAR	United States	SN:85-174532 RN:4,109,808	March 6, 2012
RIDGEES	United States	SN:85-668477	Allowed - Intent to Use Notice of Allowance Issued January 29, 2013

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
MY DOTS	27844-338	United States	SN:85-771856	November 5, 2012	Pending -- Non-final Action Mailed February 11, 2013 Pending
MYBANDS	27844-287	United States	SN:85-751661	October 11, 2012	February 8, 2013
DESIGNED TO NOERISH	27844-00203	United States	SN:85-541439	February 13, 2011	Suspended

**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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