

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Otter Products, LLC		05/17/2013	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1700 Lincoln Street, 4th Floor		
Internal Address:	Attention: Wholesale Loan Services (WLS)		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	3632231	ARMOR SERIES	
Registration Number:	4318258	CLEARLY PROTECTED	
Registration Number:	4293603		
Registration Number:	3791317	COMMUTER	
Registration Number:	3963182	COMMUTER SERIES	
Registration Number:	3623789	DEFENDER SERIES	
Registration Number:	3795187	IMPACT SERIES	
Registration Number:	4254952	IPROTECTION	
Registration Number:	4170062	LATCH	
Registration Number:	3788534	OTTERBOX	
Registration Number:	3788535	OTTER BOX	
Registration Number:	2287619	OTTER BOX	
Registration Number:	4101071	OTTERCARES	

OP \$1215.00 3632231

Registration Number:	4116998	OTTER CARES
Registration Number:	3791318	
Registration Number:	4053182	PINK IS STRENGTH!
Registration Number:	4262677	PREFIX SERIES
Registration Number:	4236509	PROTECT YOUR CONNECTIONS
Registration Number:	4280846	PURSUIT SERIES
Registration Number:	3972039	REFLEX SERIES
Registration Number:	4111433	REFLEX ZONE
Registration Number:	4079672	STRENGTH
Registration Number:	4317273	TAKE WHAT'S YOURS
Registration Number:	4064940	UTILITY SERIES
Registration Number:	4127073	UTILITY SERIES
Registration Number:	3865367	WE'VE GOT TECHNOLOGY COVERED
Serial Number:	85890908	100% DRY APPLICATION
Serial Number:	85890892	360 COVERAGE
Serial Number:	85894627	ADAPTABLE PROTECTION
Serial Number:	85803491	AGILE PROTECTION
Serial Number:	85825985	CLEARLY PROTECTED
Serial Number:	85896933	CLEARLY PROTECTED
Serial Number:	85890917	IMPACT PROTECTION
Serial Number:	85803531	MADE FOR ACTION
Serial Number:	85803523	MADE FOR ADVENTURE
Serial Number:	85898349	MADE FOR THE JOURNEY
Serial Number:	85803518	MADE FOR VERSATILITY
Serial Number:	85777475	OLIVIA THE OTTER
Serial Number:	85778452	
Serial Number:	85924136	OTTERBOX
Serial Number:	85924536	OTTERBOX
Serial Number:	85890928	OTTERBOX CASE COMPATIBLE
Serial Number:	85703117	
Serial Number:	85803450	RUGGED PROTECTION
Serial Number:	85890933	SCRATCH-RESISTANT
Serial Number:	85890942	SMUDGE-FREE
Serial Number:	85800549	STYLISH PROTECTION
Serial Number:	85890945	VISUAL PRIVACY

**TRADEMARK**

**REEL: 005042 FRAME: 0268**

Fax Number:

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049275-0030
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/06/2013

**Total Attachments: 39**

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**TERM LOAN IP SECURITY AGREEMENT**

This **TERM LOAN IP SECURITY AGREEMENT**, dated as of May 17, 2013 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Term Loan Credit Agreement dated as of May 17, 2013 by and among Otter Products, LLC, a Colorado limited liability company (the "Lead Borrower"), OtterBox Holdings, Inc., a Colorado corporation ("NewCo" and together with the Lead Borrower, each a "Borrower" and collectively, the "Borrowers"), Wells Fargo Bank, National Association, as administrative agent, the Agent, the lenders party thereto (the "Lenders") and other financial institutions party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Term Loan Pledge and Security Agreement dated as of May 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among each of the Grantors, NewCo, the Agent and the other parties party thereto, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the IP Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Copyright Office and the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Defined Terms**

(a) Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Copyright Collateral" shall mean all works of authorship and all intellectual property rights therein, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, and "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (1) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A

attached hereto, (2) all extensions, renewals, and restorations thereof, (3) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (4) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (5) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Copyrights").

"Patent Collateral" shall mean all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation:

- (i) each patent and patent application listed in Schedule B attached hereto;
- (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;
- (iii) all inventions and improvements described and claimed therein;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof;
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

"Trademark Collateral" shall mean, subject to the provisions of Section 2.2 below, all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

- (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule C attached hereto;
- (ii) all extension and renewals thereof;
- (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof;
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

## **SECTION 2. Grant of Security Interest in IP Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Copyright Collateral;
- (b) all Patent Collateral;
- (c) all Trademark Collateral; and
- (d) all Proceeds of the foregoing.

For the avoidance of doubt, the grant of a security in IP Collateral shall not be deemed an absolute assignment thereof to the Agent.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

## **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

**SECTION 5. Counterparts**

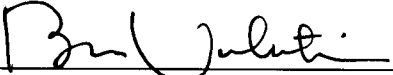
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]




**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OTTER PRODUCTS, LLC,  
as Grantor**

By:   
Name: Bruce Valentine  
Title: Chief Financial Officer and Secretary

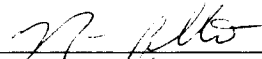
**TREEFROG DEVELOPMENTS, INC.,  
as Grantor**

By:   
Name: Bruce Valentine  
Title: Chief Financial Officer and Secretary

[Signature Page to Term Loan IP Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: *William Callister*  
Its Authorized Signatory

[Signature Page to Term Loan IP Security Agreement]

**TRADEMARK**  
**REEL: 005042 FRAME: 0276**

**SCHEDULE A**

**Copyright Collateral**

**I. OTTER PRODUCTS, LLC**

**a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date	Jurisdiction
RBB2-8500S	VA0001716717	2010-05-25	U.S.
OtterBox logo	VA0001813660	2012-03-22	U.S.

**b. COPYRIGHT APPLICATIONS**

None.

**II. TREEFROG DEVELOPMENTS, INC.**

**a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date	Jurisdiction
LIFEPROOF LET'S GO!	1102567 1102567	2013-03-01 2013-03-04	Canada

**b. COPYRIGHT APPLICATIONS**

Title	Registration Date	Jurisdiction
Shipping Carton Text and Graphics for LIFEPROOF LET'S GO! (and water, dirt, snow shock design)	Filed March 1, 2013	U.S.

**SCHEDULE B**

**Patent Collateral**

**I. OTTER PRODUCTS, LLC**

**a. PATENTS AND PATENT APPLICATIONS**

**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
8,395,894	3/12/2013
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

Schedule B-1

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**TRADEMARK**  
**REEL: 005042 FRAME: 0279**

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
D621,821	8/17/2010
D621,822	8/17/2010
D623,179	9/7/2010
D623,638	9/14/2010
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
D632,683	2/15/2011
D632,684	2/15/2011
D632,685	2/15/2011
D632,686	2/15/2011
D634,741	3/22/2011

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D636,386	4/19/2011
D636,387	4/19/2011
D637,588	5/10/2011
D637,589	5/10/2011
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
D638,413	5/24/2011
D638,414	5/24/2011
D638,828	5/31/2011
D638,829	5/31/2011
D638,830	5/31/2011
D640,679	6/28/2011
D640,680	6/28/2011
D641,013	7/5/2011
D641,014	7/5/2011
D642,170	7/26/2011
D642,171	7/26/2011
D642,558	8/2/2011
D643,028	8/9/2011
D643,422	8/16/2011
D643,423	8/16/2011
D643,424	8/16/2011
D643,836	8/23/2011
D643,837	8/23/2011
D644,216	8/30/2011
D644,217	8/30/2011
D644,635	9/6/2011
D644,636	9/6/2011
D644,637	9/6/2011
D644,638	9/6/2011
D644,639	9/6/2011
D645,031	9/13/2011
D649,347	11/29/2011
D649,536	11/29/2011
D649,537	11/29/2011
D649,538	11/29/2011

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**TRADEMARK**  
**REEL: 005042 FRAME: 0281**

D650,371	12/13/2011
D650,376	12/13/2011
D651,203	12/27/2011
D651,204	12/27/2011
D651,213	12/27/2011
D651,594	1/3/2012
D654,483	2/21/2012
D654,484	2/21/2012
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D657,137	4/10/2012
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D661,482	6/12/2012
D661,483	6/12/2012
D662,924	7/3/2012
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**TRADEMARK**  
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D673,569	1/1/2013
D673,936	1/8/2013
D673,938	1/8/2013
D673,939	1/8/2013
D673,940	1/8/2013
D673,941	1/8/2013
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D674,790	1/22/2013
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D675,603	2/5/2013
D675,624	2/5/2013
D676,035	2/12/2013
D676,036	2/12/2013
D676,433	2/19/2013
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D676,841	2/26/2013
D676,842	2/26/2013
D676,844	2/26/2013
D676,845	2/26/2013
D677,251	3/5/2013
D680,522	4/23/2013
D681,020	4/30/2013
D681,022	4/30/2013
D681,023	5/7/2013
D681,024	4/30/2013
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D681,026	4/30/2013
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D681,619	5/7/2013
D681,621	5/7/2013
D681,622	5/7/2013

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**TRADEMARK**  
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D681,623	5/7/2013
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UNITED STATES PENDING PATENT APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>
12/648,549	12/29/2009
12/687,390	1/14/2010
12/895,150	9/30/2010
12/950,821	11/19/2010
13/050,791	3/17/2011
13/050,826	3/17/2011
13/186,583	7/20/2011
13/218,676	8/26/2011
13/466,301	5/8/2012
13/466,320	5/8/2012
13/466,346	5/8/2012
13/689,714	11/29/2012
13/710,217	12/10/2012
13/801,487	3/13/2013
13/891,950	5/10/2013
29/392,493	5/23/2011
29/400,037	8/23/2011
29/400,043	8/23/2011
29/416,091	3/19/2012
29/416,097	3/19/2012
29/416,102	3/19/2012
29/416,103	3/19/2012
29/416,107	3/19/2012
29/417,064	3/29/2012
29/418,893	4/23/2012
29/422,972	5/25/2012
29/423,645	6/4/2012
29/423,654	6/4/2012
29/423,661	6/4/2012
29/429,671	8/15/2012
29/429,676	8/15/2012
29/429,691	8/15/2012
29/429,923	8/19/2012
29/429,924	8/19/2012
29/431,887	9/12/2012

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29/433,836	10/5/2012
29/434,019	10/9/2012
29/434,584	10/15/2012
29/435,199	10/21/2012
29/435,200	10/21/2012
29/435,201	10/21/2012
29/435,202	10/21/2012
29/435,203	10/21/2012
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29/435,206	10/21/2012
29/435,207	10/21/2012
29/440,843	12/27/2012
29/440,846	12/27/2012
29/440,864	12/28/2012
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29/441,596	1/7/2013
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29/441,657	1/8/2013
29/441,662	1/8/2013
29/441,665	1/8/2013
29/441,681	1/8/2013
29/447,505	3/4/2013
29/447,522	3/4/2013
29/447,537	3/4/2013
29/448,272	3/11/2013
29/450,828	3/24/2013
29/450,830	3/24/2013
29/454,070	5/6/2013
29/454,093	5/6/2013
29/454,130	5/7/2013
29/454,226	5/8/2013
29/454,229	5/8/2013

FOREIGN ISSUED PATENTS

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
CN	CN 201020107204.2	4/13/2011
CN	CN 201030002514.3	8/4/2010
CN	CN 201030002516.2	8/4/2010

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**TRADEMARK**  
**REEL: 005042 FRAME: 0285**

CN	CN 201030271757.7	1/19/2011
CN	ZL 201030000492.7	8/11/2010
CN	ZL 201030000493.1	8/18/2010
CN	ZL 201030000494.6	8/18/2010
CN	ZL 201030000495.0	8/11/2010
CN	ZL 201030000496.5	8/18/2010
CN	ZL 201030000497.X	8/25/2010
CN	ZL 201030000498.4	8/18/2010
CN	ZL 201030000499.9	8/11/2010
CN	ZL 201030000500.8	8/18/2010
CN	ZL 201030002506.9	8/11/2010
CN	ZL 201030002507.3	8/11/2010
CN	ZL 201030002508.8	8/18/2010
CN	ZL 201030002509.2	8/18/2010
CN	ZL 201030002510.5	8/18/2010
CN	ZL 201030002511.X	8/25/2010
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
CN	ZL 201030112204.7	8/18/2010
CN	ZL 201030112224.4	8/11/2010
CN	ZL 201030112236.7	8/11/2010
CN	ZL 201030112238.6	8/18/2010
CN	ZL 201030112249.4	8/18/2010
CN	ZL 201030112262.X	8/25/2010
CN	ZL 201030112299.2	8/18/2010
CN	ZL 201030112301.6	8/18/2010
CN	ZL 201030112305.4	8/18/2010
CN	ZL 201030112307.3	8/18/2010
CN	ZL 201030112309.2	8/25/2010
CN	ZL 201030112317.7	8/4/2010
CN	ZL 201030112320.9	8/25/2010
CN	ZL 201030112347.8	8/18/2010
CN	ZL 201030132396.8	8/18/2010
CN	ZL 201030271715.3	1/19/2011
CN	ZL 201030271731.2	1/19/2011
CN	ZL 201030271741.6	1/19/2011
CN	ZL 201030271751.X	1/19/2011
EU	2101725-0001	9/12/2012
EU	2101758-0001	10/16/2012
EU	2119578-0001	10/16/2012
EU	2189951-0001	02/22/2013

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EU	2189993-0001	02/22/2013
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**FOREIGN PENDING PATENTS**

<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
EU	2198416	03/07/2013
EU	2209353	03/26/2013
EU	2211540	03/28/2013
EU	2212944	04/03/2013
EU	2212951	04/03/2013

**II. TREEFROG DEVELOPMENTS, INC.**

**a. PATENTS AND PATENT APPLICATIONS**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Housing For Encasing An Electronic Device	PCT	PCT/US11/56040		10/12/2011	
Housing For Receiving and Encasing An Object	US	13/272156	8342325	10/12/2011	1/1/2013
Housing For Encasing An Object	US	13/355447	8393466	1/20/2012	3/12/2013
Housing For Encasing An Object	US	13/656658		10/19/2012	
Housing For Encasing A Device	US	13/707584		12/6/2012	
Housing Encasing A Device Having A Switch	US	13/681342		11/19/2012	
Housing For Encasing an Object Having a Headphone Port	US	13/689744		11/29/2012	
Housing For Encasing An Object Having an Electrical Connection	US	13/689663		11/29/2012	

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**TRADEMARK  
REEL: 005042 FRAME: 0287**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Housing For Encasing an Object Having a Proximity Sensor	US	13/689691		11/29/2012	
Housing For Encasing a Tablet Computer	PCT	PCT/US12/42334		6/13/2012	
Housing For Encasing a Tablet Computer	US	13/517583		6/13/2012	
Housing For Encasing a Tablet Computer	US	13/562219		7/30/2012	
Accessories for Use with Housing for an Electronic Device	US	61/649911	-	5/21/2012	-
Accessories for Use with Housing for an Electronic Device	US	61/694744	-	8/29/2012	-
Accessories for Use with Housing for an Electronic Device	US	61/708629	-	10/1/2012	-
Mounts for Use with Housing for an Electronic Device	US	61/759972	-	2/1/2013	-
Accessories for Use with Housing for an Electronic Device	US	13/726469		12/24/2012	
Accessories for Use with Housing for an Electronic Device	PCT	PCT/US12/71520		12/21/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0288**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Tracking and Control of Personal Effects	US	61/665278	-	6/27/2012	-
Housing for an Electronic Device with Camera, Microphone and Flash Isolation	US	61/654785	-	6/1/2012	-
Housing for an Object Having a Thin Profile	US	61/699239	-	9/10/2012	-
Housing for an Object Having a Thin Profile	US	61/711737	-	10/9/2012	-
Housing for an Object Having a Thin Profile	US	61/715830	-	10/18/2012	-
Housing for an Object Having a Thin Profile	US	61/723317	-	11/6/2012	-
Housing for an Object Having a Thin Profile	US	61/749870	-	1/7/2013	-
Applications for Use in Athletic Event	US	61/677450	-	7/30/2012	-
Weatherproof Speaker and Speaker Assembly	US	61/677444	-	7/30/2012	-
Strap System and Stand for a Case for a Tablet Computer	US	61/683178	-	8/14/2012	-
Case for an Electronic Device	JP	2012-002704	-	2/9/2012	-
Case for an Electronic Device	AU	10624/2012	341400	2/9/2012	2/9/2012
Case for an Electronic Device	CA	144341	-	2/9/2012	-

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**TRADEMARK**  
**REEL: 005042 FRAME: 0289**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Case for an Electronic Device	EU	001989666-0001	001989666-0001	2/9/2012	5/7/2012
Case for an Electronic Device	EU	001989666-0002	001989666-0002	2/9/2012	5/7/2012
Case for an Electronic Device	AU	11112/2012	341741	2/9/2012	2/9/2012
Case for an Electronic Device	JP	2012-022918		2/9/2012	
Case for an Electronic Device	US	29/399094		8/9/2011	
Case for an Electronic Device	US	29/399102		8/9/2011	
Case for an Electronic Device	US	29/399106		8/9/2011	
Case for an Electronic Device	US	29/399111		8/9/2011	
Case for an Electronic Device	US	29/399114		8/9/2011	
Case for an Electronic Device	US	29/399118	D670280	8/9/2011	11/6/2012
Electronic Connector and Aperture Plug	US	29/407688	D675161	12/1/2011	1/29/2013
Electronic Connector and Aperture Plug	US	29/438186		11/27/2012	
Headphone Adapter for a Case for an Electronic Device	US	29/416708		3/26/2012	
Case for an Electronic Device	US	29/429722		8/15/2012	
Case for an Electronic Device	US	29/430117		8/21/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0290**



Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Case for an Electronic Device	US	29/432150		9/13/2012	
Case for an Electronic Device	US	29/432166		9/13/2012	
Case for an Electronic Device	US	29/432168		9/13/2012	
Case for an Electronic Device	US	29/432470		9/14/2012	
Case for an Electronic Device	US	29/436523		11/6/2012	
Case for an Electronic Device	US	29/443956		1/24/2013	
Case for an Electronic Device	US	29/443946		1/24/2013	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0291**

**SCHEDULE C**

**Trademark Collateral**

**I. OTTER PRODUCTS, LLC**

**a. TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UNITED STATES REGISTERED TRADEMARKS AND SERVICE MARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Armor Series	3,632,231	02 Jun 2009
Clearly Protected	4,318,528	09 Apr 2013
color yellow with logo block	4,293,603	19 Feb 2013
Commuter	3,791,317	18 Aug 2010
Commuter Series	3,963,182	17 May 2011
Defender Series	3,623,789	19 May 2009
Impact Series	3,795,187	25 May 2010
iProtection	4,254,952	04 Dec 2012
Latch	4,170,062	10 Jul 2012
OtterBox	3,788,534	11 May 2010
Otter Box	3,788,535	11 May 2010
Otter Box	2,287,619	19 Oct 1999
Otter Cares	4,101,071	21 Feb 2012
Otter Cares logo	4,116,998	27 Mar 2012
Otter logo	3,791,318	18 May 2010
Pink is Strength!	4,053,182	08 Nov 2011
Prefix Series	4,262,677	18 Dec 2012
Protect Your Connections	4,236,509	06 Nov 2012
Pursuit Series	4,280,846	22 Jan 2013
Reflex Series	3,972,039	31 Mar 2011
Reflex Zone	4,111,433	13 Mar 2012
Strength	4,079,672	03 Jan 2012
Take What's Yours	4,317,273	09 April 2013
Utility Series	4,064,940	29 Nov 2011
	4,127,073	10 Apr 2012
We've Got Technology Covered	3,865,367	19 Oct 2010

**UNITED STATES PENDING TRADEMARK AND SERVICE MARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
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#1 Most Trusted in Smartphone Case Protection logo	85/850,548	14 Feb 2013
100% DRY APPLICATION logo	85/890,908	29 Mar 2013
2X Battery logo	85/851,297	15 Feb 2013
360° logo	85/849,384	13 Feb 2013
360 COVERAGE logo	85/890,892	29 Mar 2013
3D Commuter Series	85/809,708	21 Dec 2012
Absolute Protection	85/803,498	14 Dec 2012
Adaptable Protection	85/894,627	14 Dec 2012
Agile Protection	85/803,491	14 Dec 2012
Armor Lifestyle	85/922,747	03 May 2013
Case Closed	85/576,166	21 Mar 2012
Clean logo	85/849,393	13 Feb 2013
Clearly Protected	85/825,985	17 Jan 2013
Clearly Protected	85/896,933	05 Apr 2013
Commuter Lifestyle	85/922,809	03 May 2013
Decibel	85/769,525	01 Nov 2012
Decibel Series	85/769,357	01 Nov 2012
Defend the House	85/769,323	01 Nov 2012
Defender Lifestyle	85/922,762	03 May 2013
Defender Series With NFC Technology	85/924,344	06 May 2013
Effortless Protection	85/803,493	04 Dec 2012
Empowered	85/807,545	20 Dec 2012
Empowered Series	85/807,560	20 Dec 2012
Enable Your World	85/505,993	31 Jul 2012
Enforcer Series	85/800,158	11 Dec 2012
Flex Zone	85/615,411	03 May 2012
Impact Lifestyle	85/922,846	03 May 2013
Impact Protection logo	85/890,917	29 Mar 2013
Made for Action	85/803,531	14 Dec 2012
Made for Adventure	85/803,523	14 Dec 2012
Made for Confidence	85/803,508	14 Dec 2012
Made for Power	85/849,321	13 Feb 2013
Made for Simplicity	85/803,515	14 Dec 2012
Made for the Journey	85/898349	08 Apr 2013
Made for Versatility	85/803,518	14 Dec 2012
Meets U.S. Military Standards logo	85/850,508	14 Feb 2013
No Worries, It's an OtterBox	85/890,460	29 Mar 2013
Olivia the Otter	85/777,475	12 Nov 2012
Olivia the Otter logo	85/778,452	13 Nov 2012
Ollie the Otter	85/890,599	29 Mar 2013
OtterBox	85/924,282	06 May 2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0293**

OtterBox	85/924,136	06 May 2013
OtterBox	85/924,536	06 May 2013
OtterBox block logo	85/817,292	07 Jan 2013
OtterBox Case Compatible logo	85/890,928	29 Mar 2013
Otter face logo	85/703,117	14 Aug 2012
Prefix Lifestyle	85/922,824	03 May 2013
Privacy logo	85/849,403	13 Feb 2013
Protect Your Game	85/505,986	29 Dec 2011
Protection For What's Next	85/428,337	21 Sep 2011
Pursuit Lifestyle	85/922,940	03 May 2013
Pursuits	85/686,606	25 Jul 2012
Reflex Lifestyle	85/922,816	03 May 2013
Rugged Protection	85/803,450	14 Dec 2012
Scratch Resistant logo	85/890,933	29 Mar 2013
SoHo Lifestyle	85/922,951	03 May 2013
Smartphone Outsmarted	85/836,355	30 Jan 2013
Smudge-free logo	85/890,942	29 Mar 2013
SoHo Series	85/909,217	19 Apr 2013
Stylish Protection	85/800,549	12 Dec 2012
The Toughest Case Ever Built.	85/832,503	25 Jan 2013
Vibrant logo	85/849,412	13 Feb 2013
Visual Privacy logo	85/890,945	29 Mar 2013
Water Drop Dust Crush logo	85/801,444	12 Dec 2012

**FOREIGN REGISTERED TRADEMARKS AND SERVICE MARKS**

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Always Use Protection	Australia	1470367	19 Jan 2012
Armor	China	8055887	14 Feb 2011
Armor Series	Japan	1121775	11 May 2012
Commuter	Australia	1507104	05 Apr 2012
	China	8055891	21 Mar 2011
	Japan	1122372	05 Apr 2012
	Norway	1122372	05 Apr 2012
	South Korea	1122372	05 Apr 2012
Commuter Series	Australia	1505831	11 May 2012
	Canada	TMA849772	29 Apr 2013
	Japan	1121774	11 May 2012
	Norway	1121774	11 May 2012
	South Korea	1121774	11 May 2012
Defender Series	Canada	TMA849771	29 Apr 2013
	EU	1075783	26 May 2011
	Japan	1120498	05 Apr 2012

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**TRADEMARK**  
**REEL: 005042 FRAME: 0294**

	Norway	1120498	05 Apr 2012
Enable Your World	Australia	1512745	27 Jun 2012
	Hong Kong	302299122	28 Jun 2012
Impact Series	Australia	1504503	11 May 2012
	EU	1072377	21 Apr 2011
	Norway	1121207	11 May 2012
Otter	China	7722083	07 Feb 2011
OtterBox	China	7722085	n/a
OtterBox	Australia	1503078	03 Apr 2012
	China	G1120565	n/a
	Japan	1120565	03 Apr 2012
	New Zealand	956758	04 Apr 2012
	Norway	1120565	03 Apr 2012
	Singapore	T1210554J	03 Apr 2012
	South Korea	1120565	03 Apr 2012
Otter Box	Argentina	2476793	17 Nov 2011
	Australia	1387146	17 Aug 2010
	Canada	TMA803990	09 Aug 2011
	Chile	962503	13 Sep 2012
	China	G1018713	n/a
	Colombia	422855	28 Apr 2011
	Dominican Republic	186724	n/a
	Ecuador	I-9023-2011	25 Nov 2011
	Egypt	1069074	31 Mar 2011
	EU	1018698	26 Nov 2009
	Hong Kong	301591803	20 Aug 2010
	Indonesia	IDM000356946	24 May 2012
	Israel	236609	09 Dec 2010
	Kenya	1069074	31 Mar 2011
	Malaysia	2010024378	13 Mar 2012
	Mexico	1268762	17 Feb 2012
	New Zealand	834801	14 Dec 2010
	Norway	1069074	09 Dec 2010
	Oman	1069074	31 Mar 2011
	Panama	196690-01	12 Jan 2011
	Russia	1050433	15 Nov 2012
	South Africa	2011/06028	11 Mar 2011
	South Korea	1609074	12 Oct 2012
	Switzerland	1069074	19 Apr 2012
	Ukraine	1069074	12 Apr 2012
	Vietnam	162685	27 Apr 2011
	OtterBox logo	Argentina	2476791
Australia		1387082	17 Aug 2010
Chile		923767	06 Jul 2011
China		G1022541	n/a

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**TRADEMARK**  
**REEL: 005042 FRAME: 0295**

	Colombia	422854	28 Apr 2011
	Dominican Republic	187229	n/a
	Egypt	1069075	31 Mar 2011
	EU	1022540	24 Dec 2009
	Kenya	1069075	31 Mar 2011
	Indonesia	IDM000356826	24 May 2012
	Israel	236610	09 Dec 2010
	Malaysia	2010024379	21 Dec 2010
	Mexico	1278069	17 Feb 2012
	New Zealand	834800	14 Dec 2010
	Norway	1069075	09 Dec 2011
	Oman	1069075	31 Mar 2011
	Panama	196692-01	12 Jan 2011
	Russia	1050057	18 Aug 2011
	Singapore	T1103719C	09 Dec 2010
	Switzerland	1069075	19 Apr 2012
	Turkey	2011/28321	24 Jan 2013
	Ukraine	1069075	12 Apr 2012
OtterBox & logo	Hong Kong	301591731	20 Aug 2010
Prefix Series	New Zealand	966537	08 May 2012
Protection For What's Next	New Zealand	956010	21 Sep 2011
Protect Your Connections	Australia	1505986	28 Jun 2012
Protect Your Game	Australia	1512749	28 Jun 2012
Pursuit Series	Hong Kong	302396764	15 Mar 2013
	New Zealand	966539	11 May 2012
Reflex Series	Canada	TMA849773	29 Apr 2013
	EU	1072422	21 Apr 2011
	Taiwan	01502121	01 Feb 2012
Reflex Zone	China	G1106965	05 Jan 2012
	EU	1106965	01 Mar 2012
Tandem	China	8055888	14 Jun 2011
Utility Series	Australia	1450980	02 Aug 2011
We've Got Technology Covered	Australia	1507193	04 Apr 2012
	Japan	1122812	04 Apr 2012

FOREIGN PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
#1 Most Trusted logo	Canada	1618314	14 Mar 2013
2X Battery logo	Canada	1618318	14 Mar 2013
360° logo	Canada	1618307	14 Mar 2013
3D Commuter Series	Canada	1618315	14 Mar 2013
Absolute Protection	Canada	1618303	14 Mar 2013
Agile Protection	Canada	1618298	14 Mar 2013
Armor	China	8055892	n/a

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**TRADEMARK  
REEL: 005042 FRAME: 0296**

Armor Series	Australia	1505832	11 May 2012
	Canada	1574712	24 Apr 2012
	China	G1121775	09 Aug 2012
	Egypt	1121775	11 May 2012
	EU	1121775	11 May 2012
	Israel	248395	11 May 2012
	Norway	201207748	08 Feb 2012
	Singapore	T1211284I	11 May 2012
	Turkey	2012/70346	11 May 2012
Clean logo	Canada	1618309	14 Mar 2013
Clearly Protected	Australia	1512750	28 Jun 2012
	Canada	1584071	28 Jun 2012
	China	1126182	13 Sep 2012
	EU	1126182	28 Jun 2012
	Hong Kong	302299140	28 Jun 2012
Commuter	Egypt	1122372	16 Aug 2012
	Israel	248562	05 Apr 2012
	Turkey	2012/72357	05 Apr 2012
Commuter Series	China	1121774	09 Aug 2012
	Egypt	1121774	09 Aug 2012
	Israel	248394	11 May 2012
	Singapore	T1211283J	11 May 2012
	Turkey	2012/70345	11 May 2012
Defender	China	8055890	n/a
Defender Series	Australia	1450912	04 Aug 2011
	China	1120498	26 Jul 2012
	Egypt	1120498	26 Jul 2012
	Israel	248070	05 Apr 2012
	Singapore	T1210546Z	05 Apr 2012
	Turkey	2012/65288	04 May 2012
Effortless Protection	Canada	1618299	14 Mar 2013
Enable Your World	Canada	1584070	28 Jun 2012
	China	1126173	13 Sep 2012
	EU	1126173	27 Jun 2012
Impact	China	8055889	n/a
Impact Series	Canada	1574287	20 Apr 2012
	China	1121207	11 May 2012
	Egypt	1121207	02 Aug 2012
	Israel	248252	11 May 2012
	Turkey	2012/67854	11 May 2012
iProtection	Canada	1621362	05 Apr 2013
	China	1107011	10 Jan 2012
	EU	1107011	08 Mar 2012
Made for Action	Canada	1618308	14 Mar 2013
Made for Adventure	Canada	1618306	14 Mar 2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0297**

Made for Confidence	Canada	1618305	14 Mar 2013
Made for Power	Canada	1618305	14 Mar 2013
Made for Simplicity	Canada	1618304	14 Mar 2013
Made for Versatility	Canada	1618302	14 Mar 2013
Meets U.S. Military Standards logo	Canada	1618313	14 Mar 2013
No Worries Mate	Australia	1537725	25 Jan 2013
	New Zealand	971927	25 Jan 2013
Olivia the Otter	Canada	1624965	01 May 2013
	Hong Kong	302596780	n/a
Olivia the Otter logo	Canada	1624971	01 May 2013
	Hong Kong	302596771	n/a
Otter	China	7722082	n/a
Otter Box	Brazil	903421488	28 Feb 2011
	India	2012800	23 Aug 2010
	Lebanon	8626	n/a
	Saudi Arabia	186960	n/a
	Turkey	2011/28320	03 Apr 2012
OtterBox	China	10810748	n/a
OtterBox	Canada	1574290	20 Apr 2012
	Chile	1005956	04 May 2012
	Egypt	1120565	26 Jul 2012
	EU	1120565	26 Jul 2012
	India	2317314	18 Apr 2012
	Israel	248076	03 Apr 2012
	Lebanon	8629	n/a
	Malaysia	2012005600	n/a
	Philippines	PH/4/2012/500797	26 Jun 2012
	Saudi Arabia	186961	n/a
	Turkey	2012/65299	03 Apr 2012
	OtterBox face logo	Australia	1553593
Canada		1614186	14 Feb 2013
Chile		1045761	13 Feb 2013
China		1155776	02 May 2013
Egypt		1155776	02 May 2013
EU		1155776	04 Feb 2013
Hong Kong		302520530	n/a
Indonesia		D002013006693	n/a
Israel		255209	04 Feb 2013
New Zealand		976256	25 Apr 2013
Norway		201304986	25 Apr 2013
Philippines		T1306728F	04 Feb 2013
Otter Box logo		Brazil	903453142
	Philippines	PH/4/2012/500798	15 Aug 2012
OtterBox & logo	Indonesia	D002012018864	n/a

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	Lebanon	8627	n/a	
	Philippines	PH/4/2012/500799	15 Aug 2012	
	Saudi Arabia	186962	n/a	
	Turkey	2012/77145	11 Sep 2012	
Prefix Series	Australia	1549651	27 Sep 2012	
	Canada	1597409	09 Oct 2012	
	Egypt	1153109	27 Sep 2012	
	EU	1153109	11 Apr 2013	
	Hong Kong	302396773	n/a	
	India	2406397	05 Oct 2012	
	Indonesia	D002012051855	n/a	
	Israel	254635	27 Sep 2012	
	Malaysia	2012016841	n/a	
	Norway	201304022	04 Apr 2013	
	Singapore	T1305395A	27 Sep 2012	
	Turkey	2013/33336	27 Sep 2012	
	Privacy logo	Canada	1618312	14 Mar 2013
	Protection For What's Next	Hong Kong	302197594	n/a
Philippines		PH/4/2012/500687	05 Sep 2012	
Malaysia		2012004562	n/a	
Protect Your Connections	Canada	1584076	28 Jun 2012	
	China	1106430	01 Mar 2012	
	EU	1106430	01 Mar 2012	
	Hong Kong	302299113	n/a	
Protect Your Game	Canada	1584069	28 Jun 2012	
	China	1126181	13 Sep 2012	
	EU	1126181	28 Jun 2012	
	Hong Kong	302299131	n/a	
Pursuit Series	Australia	1549656	27 Sep 2012	
	Canada	1597411	09 Oct 2012	
	China	1153130	11 Apr 2013	
	Egypt	1153130	11 Apr 2013	
	EU	1153130	27 Sep 2012	
	Indonesia	D002012051856	n/a	
	Israel	254637	27 Sep 2012	
	Malaysia	2012016842	n/a	
	Norway	201304026	04 Apr 2013	
	Singapore	T1305397H	27 Sep 2012	
	Turkey	2013/33338	27 Sep 2012	
	Reflex Series	Australia	1537282	11 May 2012
China		9319855	n/a	
Egypt		1145013	31 Jan 2013	
Israel		252854	11 May 2012	
Norway		201300937	24 Jan 2013	
Singapore		T1301506E	11 May 2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0299**

	Turkey	2013/09156	11 May 2012
Rugged Protection	Canada	1618297	14 Mar 2013
Stylish Protection	Canada	1618296	14 Mar 2013
Take What's Yours	Canada	1624977	01 May 2013
The Toughest Case Ever Built	Canada	1618319	14 Mar 2013
Tough, Rugged, Sleek, Case Closed	Australia	1537726	25 Jan 2013
	New Zealand	971928	25 Jan 2013
Tough, Rugged, Sleek, Case Closed logo	Australia	1537729	25 Jan 2013
	New Zealand	971929	25 Jan 2013
Utility Series	China	1090715	06 Oct 2011
	EU	1090715	06 Oct 2011
	Hong Kong	301992907	n/a
Vibrant logo	Canada	1618311	14 Mar 2013
Water Drop Dust Crush logo	Canada	1618300	14 Mar 2013
We've Got Technology Covered	Canada	1621356	05 Apr 2013
	Norway	201208025	08 Sep 2012
	Israel	248604	04 Apr 2012
	Egypt	1122812	04 Apr 2012
	EU	1122812	16 Aug 2012
	China	1122812	16 Aug 2012
	Turkey	2012/72453	04 Apr 2012

## II. TREEFROG DEVELOPMENTS, INC.

### a. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
ALLPROOF	NZ	827106	07/12/2010	827106	01/13/2011
ALLPROOF	CA	1488229	07/12/2010		
ALLPROOF	TW	099038433	08/06/2010	01473070	09/16/2011
ALLPROOF	US	85/082496	07/12/2010		
ALLPROOF	EM	009241233	07/13/2010	009241233	12/24/2010
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	AU	4301438	11/02/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0300**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	CN	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	EM	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	JP	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	US	85/702238	08/13/2012	4301438	03/12/2013
DESIGN (Rain, Dirt, Snow, Shock Logo)	BR	840390319	01/09/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo)	BR	Not filing per the Company			
DESIGN (Rain, Dirt, Snow, Shock Logo)	MX	1323676	11/06/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	MX	1323677	11/06/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	TW	101065381	11/16/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	IB	4301438	11/02/2012	4301438	01/03/2013
DESIGN (Rain, Dirt, Snow, Shock Logo) --- Series Mark	HK	302449927	11/29/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	AU	to be assigned	12/18/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0301**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	CN	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	EM	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	JP	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	PH	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	RU	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	TR	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	US	85/803438	12/14/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	IB	to be assigned	12/18/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0302**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	BR	840391226	01/09/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	MX	1353656	03/01/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	TW	102002103	01/11/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	TH	Not yet filed			
DESIGN ONLY (LifeProof Logo --- series mark)	MY	2012060458	12/31/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	PY	59425	12/18/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	UY	441.657	12/17/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	KR	to be assigned	01/09/2013		
EVERYDAY, EVERYWHERE, EVERYTHING	US	85/568792	3/14/2012		
FLÄÄSH	US	85/665783	06/29/2012		
FLASHBACK	US	85/674250	07/11/2012		
FRE	US	85/665802	06/29/2012		
FRE	IB	1149716	12/28/2012		12/28/2012
FRE	CA	1,609,201	01/09/2013		
FRE	HK	302490462	01/09/2013		
FRE	MX	1338989	01/11/2013		
FRE	TW	102001277	01/09/2013		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0303**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	
FRE (Designation of IB)	CN	1149716	12/28/2012			
IPROOF	US	85372403	July 15, 2011			
JÖÖST	US	85/665794	06/29/2012			
JÖÖST	IB	to be assigned	12/28/2012			
JÖÖST (Designation of IB)	CN	to be assigned	12/28/2012			
LET'S GO!	US	85/542931	2/15/2012	4285129	2/5/2013	
LET'S GO!	IB	1136877	08/15/2012			
LET'S GO!	CA	1,590,209	08/15/2012			
LET'S GO!	TW	101046192	08/15/2012			
LET'S GO!	BR	840391218	01/09/2013			
LET'S GO!	BR	Not filing per the Company				
LET'S GO!	MX	1323678	11/06/2012			
LET'S GO!	MX	1323679	11/06/2012			
LET'S GO!	AU	1136877	08/15/2012			
LET'S GO! (Designation of IB)						
LET'S GO! (Designation of IB)	CN	1136877	08/15/2012			
LET'S GO! (Designation of IB)	EM	1136877	08/15/2012			
LET'S GO! (Designation of IB)	JP	1136877	08/15/2012			
LET'S GO! (in Chinese characters)	CN	Not yet filed				
LET'S GO! (in Chinese characters)	CN	Not yet filed				
LIFE PROOF	US	85/832930	01/25/2013			
LIFEPROOF	US	85/589634	4/5/2012			
LIFEPROOF	NZ	827105	07/12/2010	827105	01/13/2011	
LIFEPROOF	CA	1488225	07/12/2010			
LIFEPROOF	TW	99038431	08/06/2010	1473069	09/16/2011	
LIFEPROOF	US	85/082487	07/12/2010	4,057,201	11/15/2011	
LIFEPROOF	IB	1054602	10/06/2010	1054602	10/06/2010	
LIFEPROOF	BR	Not yet filed				

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**TRADEMARK**  
**REEL: 005042 FRAME: 0304**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	
LIFEPROOF	BR	Not filing per the Company				
LIFEPROOF	MX	1323680	11/06/2012			
LIFEPROOF	MX	1323681	11/06/2012			
LIFEPROOF	US	85/771178	11/05/2012			
LIFEPROOF	HK	302443040	11/22/2012			
LIFEPROOF	CN	11645779	10/24/2012			
LIFEPROOF	MY	2012060455	12/31/2012			
LIFEPROOF	MY	2012060456	12/31/2012			
LIFEPROOF	PY	59426	12/18/2012			
LIFEPROOF	PY	59427	12/18/2012			
LIFEPROOF	UY	441.658	12/17/2012			
LIFEPROOF	GB	2633749	09/05/2012	2633749	01/11/2013	
LIFEPROOF	KR	40-2013-1856	01/09/2013			
LIFE-PROOF	US	85/832902	01/25/2013			
LIFEPROOF (and Design)	PA	219654	01/03/2013			
LIFEPROOF (Designation of IB)	JP	1054602	10/06/2010	1054602	11/18/2011	
LIFEPROOF (Designation of IB)	AU	1054602	10/06/2010	1393652	03/17/2011	
LIFEPROOF (Designation of IB)	CN	1054602	10/06/2010	1054602	08/08/2011	
LIFEPROOF (Designation of IB)	GB	1054602	09/28/2012			
LIFEPROOF (expanded goods -- Designation of IB)	MA	to be assigned	12/18/2012			
LIFEPROOF (expanded goods -- Designation of IB)	NO	to be assigned	12/18/2012			
LIFEPROOF (expanded goods -- Designation of IB)	PH	to be assigned	12/18/2012			
LIFEPROOF (expanded goods -- Designation of IB)	RU	to be assigned	12/18/2012			

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**TRADEMARK**  
**REEL: 005042 FRAME: 0305**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
LIFEPROOF (expanded goods -- Designation of IB)	SG	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	CH	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	TR	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	AU	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	CN	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	EM	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	JP	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	NZ	to be assigned	12/18/2012		
LIFEPROOF (expanded goods)	US	85/803426	12/14/2012		
LIFEPROOF (expanded goods)	IB	to be assigned	12/18/2012		
LIFEPROOF (expanded goods)	BR	840390360	01/09/2013		
LIFEPROOF (expanded goods)	BR	840390327	01/09/2013		
LIFEPROOF (expanded goods)	CA	1,607,438	12/19/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0306**



Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
LIFEPROOF (expanded goods)	HK	302478691	12/24/2012		
LIFEPROOF (expanded goods)	MX	1353655	03/01/2013		
LIFEPROOF (expanded goods)	MX	1353653	03/01/2013		
LIFEPROOF (expanded goods)	TW	102002102	01/11/2013		
LIFEPROOF (expanded goods)	TH	Not yet filed			
LIFEPROOF (in Chinese characters)	CN	Not yet filed			
LIFEPROOF (in Chinese characters)	CN	Not yet filed			
LIFEPROOF (Subsequent Designation of IB)	EM	1054602	09/28/2012		
NÜÜD	US	85/604621	04/21/2012		
NÜÜD	CA	1,609,207	01/09/2013		
NÜÜD	HK	302490471	01/09/2013		
NÜÜD	MX	1338988	01/11/2013		
NÜÜD	TW	102001276	01/11/2013		
NÜÜD	IB	1149731	01/08/2013	1149731	02/28/2013
NÜÜD (Designation of IB)	AU	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	CN	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	EM	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	JP	to be assigned	01/08/2013		
NUUDIST	US	85/669095	07/05/2012		
NÜÜDIST	US	85/669093	07/05/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0307**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
PRÉM	US	85/720373	9/4/2012		
Qlir	US	85/740748	9/28/2012		
SÖND	US	85/674255	07/11/2012		
SÖND	IB	to be assigned	12/28/2012		
SÖND (Designation of IB)	CN	1150301	12/28/2012		
SÖNIK	US	85/665799	06/29/2012		
SÖNIK	IB	to be assigned	12/28/2012		
SÖNIK (Designation of IB)	CN	1150302	12/28/2012		
SOUND ENHANCEME NT SYSTEM	US	85/682610	07/20/2012		
THE FOUR PROOFS	US	85/542929	2/15/2012		
THE FOUR PROOFS	IB	1131390	08/15/2012	1131390	10/18/2012
THE FOUR PROOFS	CA	1,590,206	08/15/2012		
THE FOUR PROOFS	TW	101046191	08/15/2012		
THE FOUR PROOFS (Designation of IB)	AU	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	CN	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	EM	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	JP	1131390	08/15/2012		
THE FREEDOM MOVEMENT	US	85/720385	09/04/2012		
THE WORLD WIDE FREEDOM MOVEMENT	US	85/720379	09/04/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0308**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
TRÄVL	US	85/665789	06/29/2012		
WRAPZ	US	85/634557	05/24/2012		

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RECORDED: 06/06/2013

TRADEMARK  
REEL: 005042 FRAME: 0309