

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
Crosman Corporation		12/30/2013	CORPORATION: Delaware
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4282563	UNDEAD APOCALYPSE	
Registration Number:	4308000	FIREPOW'R	
Registration Number:	4213751	UNDEAD APOCALYPSE	
Registration Number:	4157365	CAMO AMMO	
Registration Number:	4020712	MAYHEM	
Registration Number:	4053760	EPCP	
Registration Number:	4016844	ROGUE	
Registration Number:	3438416	CENTERPOINT	
Registration Number:	3606123	VISIBLE IMPACT	
Registration Number:	3175600	PHANTOM	
Registration Number:	3158715	CROSMAN	
Registration Number:	3280737	SUMMIT	
Registration Number:	3157534	PULSE	
Registration Number:	3192193	GENESIS	

CH \$1265.00 4282563

Registration Number:	3132917	QUEST
Registration Number:	3192069	POWERLET
Registration Number:	3868841	TRAIL NP
Registration Number:	3820364	NITRO PISTON
Registration Number:	3769157	VERDICT
Registration Number:	3868248	NITRO PISTON
Serial Number:	77675494	GAME FACE
Registration Number:	3732584	VANTAGE
Registration Number:	3723411	RECRUIT
Registration Number:	3710040	MARAUDER
Registration Number:	3607370	RAVEN
Registration Number:	3609646	SUPER STREAK
Registration Number:	3522195	TETON
Registration Number:	3517857	BRISTOL
Registration Number:	3522143	DISCOVERY
Registration Number:	3429555	SUMMER HOUSE
Registration Number:	3463329	DUAL FUEL
Registration Number:	2818954	AIRSOURCE
Registration Number:	2479041	REPEATAIR
Registration Number:	2182963	CROSBLOCK
Registration Number:	2054289	COPPERHEAD
Registration Number:	1984684	SPRINGMASTER
Registration Number:	1860855	POWERMASTER
Registration Number:	1866921	PUMPMASTER
Registration Number:	1785446	BLUE STREAK
Registration Number:	1789292	SHERIDAN
Registration Number:	1716028	VISIBLE IMPACT
Registration Number:	1336551	CHALLENGER
Registration Number:	1163642	COPPERHEAD
Registration Number:	1156061	PELLGUNOIL
Registration Number:	0975285	CROSMAN
Registration Number:	0639534	BENJAMIN
Serial Number:	85905979	PROWLER
Serial Number:	85903926	TORMENTOR
Serial Number:	85849561	CHRISTMAS IN AMERICA

85742895

DUTY CALLS

CORRESPONDENCE DATA

Fax Number: 6508134848

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

Phone: 650-813-4800

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2440 W. El Camino Real

Address Line 2: Suite 700

Address Line 4: Mountain View, CALIFORNIA 94040-1499

ATTORNEY DOCKET NUMBER:

384631-131616

NAME OF SUBMITTER:

Charles Lee

Signature:

/Charles Lee/

Date:

12/30/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 30, 2013, is entered into between CROSMAN CORPORATION, a Delaware corporation (the “**Grantor**”), and PROSPECT CAPITAL CORPORATION, a Maryland corporation, as the Administrative Agent (the “**Administrative Agent**”) for the ratable benefit of the Lenders described in the Credit Agreement described below, with reference to the following:

WHEREAS, CROSMAN CORPORATION, a Delaware corporation (the “**Debtor**”) has entered into a Second Lien Credit Agreement dated as of December 30, 2013 (as amended, restated, or replaced and in effect from time to time, the “**Credit Agreement**”), with the Administrative Agent and the Lenders defined therein, pursuant to which the Lenders, subject to the terms and conditions contained therein, is to make credit facilities available to the Debtor; and

WHEREAS, Debtor has entered into the Intercreditor Agreement; and

WHEREAS, it is a condition precedent to the Lenders’ making credit facilities available to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent named above for the ratable benefit of the Secured Parties; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in Section 2.

“*PTO*” means the United States Patent and Trademark Office.

“*UCC*” means the Uniform Commercial Code as in effect in the State of New York.

2. Construction. In this Agreement. The following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation

applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

3. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to the Administrative Agent a security interest in, and a mortgage upon, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section attach to, nor shall "Collateral" include, (a) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights of interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unlawfulness, or unenforceability of any right, title or interest of any Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or government regulation (including the Bankruptcy Code) or principles of

equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specified in (i) or (ii) above, including, without limitation, any Proceeds of such lease, license, contract, property right or agreement; or (b) any application to register trademarks in the PTO based upon Grantor's "intent to use" such trademark (but only if the grant of a security interest in such "intent to use" trademark violates 15 U.S.C. §1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed with the PTO with respect thereto, at which point the Collateral shall include, and the security interest granted hereunder shall be attached to, such application.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

4. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent under the Credit Agreement or other Security Documents referred to therein. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Loan Documents, all terms and provisions of which are incorporated herein by reference.

5. Representations and Warranties. Grantor represents and warrants to the Administrative Agent that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of registered trademarks, trademark registrations or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

6. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes the Administrative Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Administrative Agent. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall promptly notify the Administrative Agent in a writing signed by the Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

7. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 7, Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Administrative Agent and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

10. Entire Agreement; Amendment. This Agreement and the Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Administrative Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Administrative Agent under the Credit Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart.

12. Termination. The security interests created by this Agreement shall terminate as set forth in the Credit Agreement and, upon such termination, the Administrative Agent (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Administrative Agent hereunder, including cancellation of this Agreement by written notice from the Administrative Agent to the PTO.

13. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.


15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

16. Intercreditor Agreement. The Liens and security interest granted to the Administrative Agent pursuant to this Agreement and the rights and obligations (including the Obligations and the Liens in favor of the Administrative Agent and the Secured Parties) evidenced hereby and thereby are subject to the provisions of the Intercreditor Agreement as set forth therein and each of the Administrative Agent and each Lender agrees to bound by the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of this Agreement or any other Loan Document and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control and govern.

[Signature Page Follows]

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

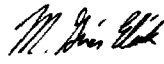
CROSMAN CORPORATION

By: 
Name: Robert A. Beckwith
Title: Vice President of Finance and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005185 FRAME: 0305



PROSPECT CAPITAL CORPORATION

By: 
Name: Grier Eliasek
Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT
MADE BY CROSMAN CORPORATION (“GRANTOR”)

U.S. Trademarks of Grantor

Trademark	Serial No.	App. Date	Registration	Registration Date
UNDEAD APOCALYPSE	85/651,822	6/14/2012	4,282,563	1/29/2013
FIREPOW'R	85/616,018	5/3/2012	4,308,000	3/26/2013
UNDEAD APOCALYPSE	85/548,219	2/21/2012	4,213,751	9/25/2012
CAMO AMMO	85/445,786	10/12/2011	4,157,365	6/12/2012
MAYHEM	85/194,802	12/10/2010	4,020,712	8/23/2011
ePCP	85/066,047	6/18/2010	4,053,760	11/8/2011
ROGUE	85/048,963	5/27/2010	4,016,844	8/23/2010
CENTERPOINT	78/980054	8/30/2006	3438416	5/27/2008
VISIBLE IMPACT	78/859,533	4/13/2006	3,606,123	4/14/2009
PHANTOM	78/781,609	12/28/2005	3,175,600	11/21/2006
CROSMAN 	78/777,154	12/20/2005	3,158,715	10/17/2006
SUMMIT	78/718,193	9/22/2005	3,280,737	8/14/2007
PULSE	78/716,937	9/20/2005	3,157,534	10/17/2006
GENESIS	78/716,929	9/20/2005	3,192,193	1/2/2007
QUEST	78/716,917	9/20/2005	3,132,917	8/22/2006
POWERLET	78/697,330	8/22/2005	3,192,069	1/2/2007
TRAIL NP	77/789,964	7/27/2009	3,868,841	10/26/2010
NITRO PISTON 	77/739,177	5/18/2009	3,820,364	7/20/2010
VERDICT	77/725,805	4/30/2000	3,769,157	3/30/2010
NITRO PISTON	77/725,803	4/30/2009	3,868,248	10/26/2010
GAME FACE	77/675,494	2/22/2009		
VANTAGE	77/640,780	12/29/2008	3,732,584	12/29/2009
RECRUIT	77/561,924	9/4/2008	3,723,411	12/8/2009
MARAUDER	77/550,345	8/19/2008	3,710,040	11/10/2009
RAVEN	77/456,664	4/24/2008	3,607,370	4/14/2009
SUPER STREAK	77/324,861	11/8/2007	3,609,646	4/21/2009
TETON	77/324,824	11/8/2007	3,522,195	10/21/2008
BRISTOL	77/324,780	11/8/2007	3,517,857	10/14/2008

Trademark	Serial No.	App. Date	Registration	Registration Date
DISCOVERY	77/308,641	10/19/2007	3,522,143	10/21/2008
SUMMER HOUSE	77/124,051	3/7/2007	3,429,555	5/20/2008
DUAL FUEL	77/113,123	2/22/2007	3,463,329	7/8/2008
AIRSOURCE	76/445,717	8/30/2002	2,818,954	3/2/2004
REPEATAIR	75/752,052	7/15/1999	2,479,041	8/21/2001
CROSBLOCK	75/240,072	2/11/1997	2,182,963	8/18/1998
COPPERHEAD	75/013,703	11/1/1995	2,054,289	4/22/1997
SPRINGMASTER	74/589,165	10/21/1994	1,984,684	7/2/1996
POWERMASTER	74/472,449	12/22/1993	1,860,855	11/1/1994
PUMPMASTER	74/472,448	12/22/1993	1,866,921	12/13/1994
BLUE STREAK	74/280,540	6/01/1992	1,785,446	8/03/1993
SHERIDAN	74/280,539	6/1/1992	1,789,292	8/24/1993
VISIBLE IMPACT	74/186,786	7/22/1991	1,716,028	9/15/1992
CHALLENGER	73/501,401	9/27/1984	1,336,551	5/21/1985
COPPERHEAD	73/252,573	3/4/1980	1,163,642	8/4/1981
PELLGUNOIL	73/233,595	9/28/1979	1,156,061	6/2/1981
CROSMAN	72/431,821	8/7/1972	975,285	12/25/1973
BENJAMIN	72/007,741	5/7/1956	639,534	1/8/1957

Pending U.S. Trademark Applications of Grantor

Trademark	Serial No.	App. Date	Registration	Registration Date
PROWLER	85/905,979	4/16/2013	N/A	N/A
TORMENTOR	85/903,926	4/15/2013	N/A	N/A
CHRISTMAS IN AMERICA	85/849,561	2/14/2013	N/A	N/A
DUTY CALLS	85/742,895	10/1/2012	N/A	N/A

Foreign Trademarks of Grantor and Pending Foreign Trademark Applications of Grantor

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
CROSMAN	Australia	N/A	9/25/1998	A473382	4/6/1990
CROSMAN LOGO	Australia	1125615	7/24/2006	1125615	4/19/2007
AIRSOURCE	Canada	1169270	2/26/2003	TMA622995	10/20/2004
BONE DADDY	Canada	1151961	9/6/2002	TMA604979	3/11/2004
COPPERHEAD	Canada	4716580	6/19/1981	TMA266267	2/5/1982
CROSMAN	Canada	592779	11/10/1989	TMA362722	11/10/1989
CROSMAN & DESIGN	Canada	206933	5/9/1975	TMA206933	5/9/1975
CROSMAN LOGO (TARGET DESIGN)	Canada	1289647	2/2/2006	TMA689643	6/13/2007

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
GAME FACE LOGO	Canada	1151340	8/30/2002	TMA611397	5/28/2004
PUMPMASTER	Canada	503746	5/17/1983	317,172	8/8/1986
CROSMAN	Chile	249723	9/4/1981	614402	9/4/1981
CROSMAN	China	970049690	8/23/1997	1277205	5/21/1999
CROSMAN	Czech Republic	120759	3/26/1997	211942	8/25/1998
BENJAMIN	EU	11894581	6/12/2013	N/A	N/A
GAME FACE	EU	10286995	9/23/2011	10286995	3/1/2012
COPPERHEAD	EU	3106408	3/24/2003	3106408	6/8/2005
CROSMAN	EU	827725	5/19/1998	827725	12/23/1999
CROSMAN & TARGET LOGO	EU	3505377	10/31/2003	3505377	5/10/2005
GAME FACE LOGO	EU	2830735	8/28/2002	2830735	12/17/2003
NITRO PISTON	EU	12044277	6/1/2013	N/A	N/A
POWERLET	EU	619619	8/29/1997	619,619	7/27/1999
UNDEAD APOCALYPSE	EU	11074747	7/26/2012	11,074,747	12/25/2012
CROSMAN	Hong Kong	N/A	3/24/1992	3820/93	3/24/1992
CROSMAN	Hungary	M9701143	4/1/1997	151373	4/23/1998
CROSMAN	Indonesia	N/A	2/7/1992	512240	7/4/2002
CROSMAN	Indonesia	271399	2/7/1992	512241	7/4/2002
CROSMAN	Indonesia	N/A	2/7/1992	512242	2/7/1992
CROSMAN	Indonesia	271397	2/7/1992	512243	7/4/2002
CROSMAN	Japan	1148817	4/28/1973	1148817	8/25/1975
CROSMAN	Japan	N/A	11/30/1990	2282383	11/30/1990
CROSMAN (KATAKANA)	Japan	N/A	10/18/1976	1226325	10/18/1976
CROSMAN (KATAKANA)	Japan	N/A	6/13/1988	1356312	6/13/1988
COPPERHEAD	Mexico	N/A	1/14/1983	292805	1/14/1983
CROSMAN	Mexico	225257	3/16/1984	225257	3/16/1984
CROSMAN	New Zealand	132450	5/6/1980	132450	4/14/1983
CROSMAN	Norway	N/A	12/22/1988	134739	12/22/1988
CROSMAN	Russian Federation	97705009	4/4/1997	171316	1/18/1999
CROSMAN	Slovak Republic	POZ931-97	3/27/1997	187152	9/20/1999
CROSMAN	Taiwan	7604840	9/8/1987	392403	3/1/1988
CROSMAN	Ukraine	97040935	4/4/1997	19715	6/15/2001
CROSMAN	United Kingdom	1319916	8/27/1987	1319916	4/10/1990

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
RABBITSTOPPER	United Kingdom	2468769	10/8/2007	2468769	4/25/2008
KING RATCATCHER	United Kingdom	2468768	10/8/2007	2468768	4/25/2008
RATCATCHER	United Kingdom	2468767	10/8/2007	2468767	4/25/2008