TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLIO DESIGNS INCORPORATED		02/06/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	MIDCAP CAPITAL INVESTMENTS, LLC
Also Known As:	CANTARO INTERESTS, LLC
Street Address:	3345 BEE CAVES RD., SUITE 206
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4428461	BUSHEL & PECK
Registration Number:	4394882	MUMSIE
Registration Number:	4394881	BUSHEL & PECK
Registration Number:	4355434	MWAH
Registration Number:	4355433	CORE CLARITY
Registration Number:	4355432	CORE CLARITY
Registration Number:	4351354	PERFECTLY POUTABLE
Registration Number:	4351336	CORE CLARITY
Registration Number:	4351227	BUSHEL & PECK
Registration Number:	4351144	MUMSIE
Registration Number:	4351143	MWAH
Registration Number:	4351142	ORIGIN
Registration Number:	4219762	SUPER STICKY BODY WASH
Registration Number:	4132612	HYPERGROOM
Registration Number:	4112612	PIXIE
Registration Number:	4052173	BEAUTYTRIM
Registration Number:	3326755	POWERFACE
Registration Number:	3291900	BAREALL

OP $915.00 4428461

Property Type	Number	Word Mark
Registration Number:	3105262	LIGHTSPEED
Registration Number:	3386821	C
Registration Number:	3386621	C
Registration Number:	3389992	POWERLINE
Registration Number:	3386603	CLIO
Registration Number:	3345054	SLIMTRIM
Registration Number:	3419787	LONGNECK
Registration Number:	3112735	PALMPERFECT
Registration Number:	3357071	DIY
Registration Number:	3340887	DO IT YOURSELF
Registration Number:	2940767	PRO TRIM
Registration Number:	2929701	TWIST-N-GO
Registration Number:	2936890	GOSHAVE
Registration Number:	2872818	SOFT&SMOOTH
Registration Number:	2858909	CLIO DESIGNS
Registration Number:	4125973	SHOWER GLU
Registration Number:	4125932	PALMPERFECT SPLASH
Registration Number:	4053656	PALMPERFECT SPLASH

CORRESPONDENCE DATA

Fax Number:

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

Email: TBGRIFFEN@GMAIL.COM

Correspondent Name: THOMAS B. GRIFFEN

Address Line 1: 1047 VILLORRIO DR S

Address Line 4: PALM SPRINGS, CALIFORNIA 92262

NAME OF SUBMITTER:	Thomas B. Griffen
SIGNATURE:	/thomas b griffen/
DATE SIGNED:	06/16/2014

Total Attachments: 12

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INVESTMENT AGREEMENT

This INVESTMENT AGREEMENT (this "Agreement"), dated as of February 6, 2013 (the "Effective Date"), is made by and between CANTARO INTERESTS, LLC, a Texas limited liability company (the "Lender"), and CLIO DESIGNS INCORPORATED, a Massachusetts corporation (the "Company").

RECITALS

WHEREAS, each of the Company and Lender desires that Lender purchase and acquire that certain loan (the "Loan") made by Bank of America, N.A. ("Original Lender") to the Company in the original principal amount of $500,000.00 as evidenced by that certain Loan Agreement dated March 20, 2007 between the Company and Original Lender and amended on December 14, 2007, January 12, 2009, July 16, 2009, June 10, 2010, September 27, 2011 and November 2, 2011 (collectively, the "Loan Agreement"), together with those certain other documents and instruments described on Schedule 1 attached hereto and incorporated herein by this reference (together with the Loan Agreement, collectively, the "Loan Documents"); and

WHEREAS, immediately prior to the effectiveness of this Agreement, the Company was in default of its obligations under the Loan, with such defaults including the failure to pay all obligations outstanding under the existing Loan Documents on June 30, 2012, the maturity date under the existing Loan Documents (collectively, the "Existing Defaults"); and

WHEREAS, in connection with Lender's purchase of the Loan, the parties desire to modify the terms and conditions of the Loan and the Company desires to issue to Lender a Warrant for the acquisition of the shares of the Common Stock of the Company representing in the aggregate 5% of all issued and outstanding Equity Interests of the Company on a Fully-Diluted Basis.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. DEFINITIONS

"Affiliate" or "Affiliated" means, as applied to (i) any Person, directly or indirectly, in which such Person holds, beneficially or of record, ten percent (10%) or more of the equity of voting securities; (ii) any Person that holds, of record or beneficially, ten percent (10%) or more of the equity or voting securities of such Person; (iii) any director, officer, partner or individual holding a similar position in respect of such Person; (iv) as to any natural Person, any Person related by blood, marriage or adoption and any Person owned by such Persons, including any spouse, parent, grandparent, aunt, uncle, child, grandchild, sibling, cousin or in-law of such Person; or (v) any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

"Collateral" means all right, title, interest, claims and demands of the Company in and to all assets and personal property of the Company, whether now owned or hereafter acquired, including without limitation, all of the following (to the extent any of the following terms are defined in the UCC, such terms shall have the meanings ascribed to them in the UCC):

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(a) All goods and equipment, including, without limitation, all machinery, fixtures, vehicles and any interest in any of the foregoing, wherever located.

(b) All inventory, including, without limitation, all merchandise, raw materials, parts, tools, supplies, packing and shipping materials, work-in-process and finished products including such inventory as is temporarily out of the Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above.

(c) All contract rights and general intangibles, including, without limitation, goodwill, license agreements, franchise agreements, supply agreements, manufacturing agreements, service agreements, processing agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind and all other general intangibles.

(d) All accounts, receivables, royalties, license rights, license fees and all other forms of obligations owing to the Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Company (subject, in each case, to the contractual rights of third parties to require funds received by the Company to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by the Company.

(e) All documents, money, bank accounts, anything constituting a deposit account, letters of credit (whether or not the letter of credit is evidenced by a writing), letter of credit rights, certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located.

(f) All patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, design rights, trade names, assumed names, trade secrets and licenses owned or utilized by the Company (collectively, the "Intellectual Property") including all accounts receivables, accounts, and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, any Intellectual Property.

(g) All rights under warranties, guaranties, insurance contracts or other supporting obligations covering the items of collateral described herein, and any causes of action relating to any such items.

(h) All attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing items, wherever located

(i) All lease rights in favor of the Company whether as lessor or lessee;

(j) All proceeds, products, income, rents and profits of any of the foregoing items of collateral in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

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(k) All books and records pertaining to any of the above-described items of collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.

"Common Stock" means the shares, no par value, of the common stock of the Company.

"Equity Interest" shall mean the interest of (i) a shareholder in a corporation, (ii) a partner (whether general or limited) in a partnership (whether general, limited or limited liability), (iii) a member in a limited liability company, or (iv) any other Person having any other form of equity security or ownership interest in any Person.

"Fiscal Year" means the fiscal year of the Company.

"Fiscal Month" means any of the twelve consecutive monthly fiscal accounting periods collectively forming a Fiscal Year of the Company.

"Fiscal Quarter" means any of the four consecutive three-month fiscal accounting periods collectively forming a Fiscal Year of the Company.

"Fully-Diluted Basis" means, as applied to the calculation of the number of Shares outstanding at any time, after giving effect to (a) all Shares outstanding at the time of determination, (b) all Shares issuable upon the exercise of any option, warrant (including the Warrants) or similar right to purchase Equity Interests granted and outstanding at the time of determination and (c) all Shares issuable upon the conversion or exchange of any issued and outstanding security convertible into or exchangeable for Shares. Such calculation will not be made in accordance with the "treasury method."

"Guarantor" shall mean James M. Leventhal, an individual.

"Insolvency Proceeding" shall mean any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim, encumbrance or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset or property of any kind or nature whatsoever, including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the UCC or comparable law of any jurisdiction.

"Obligations" shall mean and include any and all loans, advances, debts, liabilities, obligations, covenants, agreements and duties owing by Company to the Lender or any Affiliate of the Lender of every kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document (including this Agreement and the other Transaction Documents), whether or not for the payment of money, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, any and all of Company's indebtedness, liabilities and/or obligations under this Agreement, the Warrants, the other Transaction Documents or under any other agreement between Lender and

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and will hold the Lender harmless without limitation as to time against any and all liabilities with respect to any and all such taxes. The obligations of the Company under this Section shall survive the payment or prepayment of the Obligations, the exercise of the Warrant(s) and the termination of this Agreement.

Section 4. COLLATERAL

4.1 Security Agreement. The Company grants and re-grants, as applicable, to Lender a valid and continuing first-priority Lien and security interest in and to all existing and after created, acquired or arising Collateral in order to secure prompt, full and complete payment and performance by the Company of each of its Obligations.

4.2 Financing Statements. The Company authorizes the Lender to file financing statements with respect to the security interest of the Lender, continuation statements with respect thereto, and any amendments to such financing statements. The Company agrees that, notwithstanding any provision in the Uniform Commercial Code in the applicable jurisdiction (the "UCC") to the contrary, the Company shall not file a termination statement of any financing statement filed by the Lender in connection with any security interest granted under this Agreement without Lender's written consent.

Section 5. WARRANT

5.1 Closing Warrant. On the Effective Date, the Company will issue a Warrant, which shall be substantially in the form attached hereto as Exhibit "A", and shall be exercisable for a number of Warrant Shares representing in the aggregate 5% of all issued and outstanding Equity Interests of the Company on a Fully-Diluted Basis.

5.2 Incentive Warrant. In the event that the Obligations under the Loan have not been paid in full on or before March 31, 2014, the Company will issue an additional Warrant, which shall be substantially in the form attached hereto as Exhibit "A", and shall be exercisable for a number of Warrant Shares representing in the aggregate 5% of all issued and outstanding Equity Interests of the Company on a Fully-Diluted Basis (in addition to the 5% referenced in Section 5.1 above).

5.3 Rights Agreement. As a condition to the effectiveness of this Agreement, on the Effective Date Lender and the Company shall enter into a Warrantholder's Rights Agreement, substantially in the form of Exhibit "B" attached hereto and incorporated herein by this reference (the "Warrantholder's Rights Agreement"). The holder of Warrant Shares will have certain registration rights with respect to the Warrant Shares as set forth in the Warrantholder's Rights Agreement. The terms and provisions contained in the Warrants shall constitute, and are hereby expressly made, a part of this Agreement and, to the extent applicable, the Company and the Lender, by their execution and delivery of this Agreement, expressly agree to such terms and provisions and to be bound thereby.

Section 6. FEES, COSTS AND EXPENSES

6.1 Structuring Fee. As a condition to the effectiveness of this Agreement, the Company shall pay to the Lender an investment structuring fee of $6000 upon execution of this Agreement by the Company.

6.2 Management Fee. Commencing with the first Fiscal Quarter which ends following the Effective Date, the Company shall pay to Lender a management fee each Fiscal Quarter, payable in arrears, in an amount equal to 0.5% of the average outstanding principal balance of the Loan during the immediately preceding Fiscal Quarter.

6.3 Closing Fees/Expenses. Upon execution of this Agreement, the Company shall pay to the Lender or to such other Persons as the Lender shall direct, all reasonable fees and expenses relating to this Agreement and the other Transaction Documents, including: (A) the Lender's out-of-pocket expenses incurred

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under this Agreement and the other Transaction Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

11.6 Severability. In case any provision in or obligation under this Agreement or the other Transaction Documents shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

11.7 Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

11.8 Governing Law; Submission to Jurisdiction; Service of Process. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS RULES AND PRINCIPLES.

11.9 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lender.

11.10 Counterparts; Effectiveness. This Agreement and any amendments, restatements, waivers, consents or supplements hereto or in connection herewith may be executed in any number of 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. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by the Company of written or telephonic notification of such execution and authorization of delivery thereof.

11.11 Entire Agreement. This Agreement, together with the other Transaction Documents, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, together with the other Transaction Documents, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

11.12 Confidentiality. This existence and terms of this Agreement shall remain confidential and shall not be disclosed by either party except to employees and advisors who need to know the contents of this Agreement for purposes of fulfilling their responsibilities. Neither party shall make a public announcement of this Agreement or the transaction hereunder without the prior written approval of the other party.

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LENDER:

CANTARO INTERESTS, LLC,
a Texas limited liability company

By: _____
William J. Black, Manager

COMPANY:

CLIO DESIGNS INCORPORATED,
a Massachusetts corporation

By: _____
James M. Leventhal, President

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UCC-1 Form

FILER INFORMATION

Full name: **UCCDIRECT SERVICES** *Phone:* **(800)331-3282**

CONTACT INFORMATION

Contact name: **GISELLA MELENDEZ**
Street #1: **330 N. BRAND BLVD., SUITE 700**
Street #2: **MA-0-24216967**
City: **GLENDALE** *State:* **CA** *ZIP:* **91203** *Country:* **USA**
Notification Method: **E-Mail** *Email:* **sosack@uccdirect.com**

DEBTOR INFORMATION

Org. Name: **CLIO DESIGNS INCORPORATED**
Org. Type: **CORPORATION** *Jurisdiction:* **MA** *Org. ID:* **NONE**
Mailing Address1: **1 GROVE STREET SUITE 2**
City: **WATERTOWN** *State:* **MA** *ZIP:* **02472-2047** *Country:* **USA**

SECURED PARTY INFORMATION

Org. Name: **BANK OF AMERICA, N.A.**
Mailing Address1: **1075 MAIN STREET, 2ND FLOOR**
City: **WALTHAM** *State:* **MA** *ZIP:* **02451** *Country:* **USA**

TRANSACTION TYPE: **STANDARD**

COLLATERAL

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper. (b) All inventory, including all materials, work in process and finished goods. (c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any). (d) All negotiable and nonnegotiable documents of title covering any Collateral. (e) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral. (f) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral. (g) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

UCC-3 Form - CONTINUATION

Original File Number: **200755810840** *Original File Date:* **04-02-2007 02:07 PM**

FILER INFORMATION

Full name: **GISELLA MELENDEZ** *Phone:* **800-331-3282**

CONTACT INFORMATION

Contact name: **CT LIEN SOLUTIONS**

Street #1: **P.O. BOX 29071**

City, State Zip Country: **GLENDALE, CA 91209-9071 USA**

Notification Method: **XML** *Email:* **EFILING@WOLTERSKLUWER.COM**

TRANSACTION TYPE: STANDARD
AMENDMENT ACTION: CONTINUATION
Customer Ref: MA-0-30178745-45937381

UCC-3 Form - ASSIGNMENT

Original File Number: **200755810840** *Original File Date:* **04-02-2007 02:07 PM**

FILER INFORMATION

Full name: **THOMAS B. GRIFFEN** *Phone:* **949-872-7659**

CONTACT INFORMATION

Contact name: **GRIFFEN, THOMAS BEDFORD**

Street #1: **1047 VILLORRIO DR. S.**

City, State Zip Country: **PALM SPRINGS, CA 92262 USA**

Notification Method: **E-MAIL** *Email:* **TBGRIFFEN@GMAIL.COM**

SECURED PARTY INFORMATION

Org. Name: **BANK OF AMERICA, N.A.**

Mailing Address 1: **1075 MAIN STREET, 2ND FLOOR**

City, State Zip Country: **WALTHAM, MA 02451 USA**

ASSIGNEE INFORMATION

Org. Name: **CANTARO INTERESTS, LLC**

Mailing Address 1: **3345 BEE CAVE RD., SUITE 206**

City, State Zip Country: **AUSTIN, TX 78746 USA**

TRANSACTION TYPE: **STANDARD**
AMENDMENT ACTION: **ASSIGNMENT**

UCC-3 Form - AMENDMENT

Original File Number: **200755810840** *Original File Date:* **04-02-2007 02:07 PM**

FILER INFORMATION

Full name: **THOMAS B. GRIFFEN** *Phone:* **949-872-7659**

CONTACT INFORMATION

Contact name: **GRIFFEN, THOMAS**

Street #1: **1047 VILLORRIO DR. S.**

City, State Zip Country: **PALM SPRINGS, CA 92262 USA**

Notification Method: **E-MAIL** *Email:* **TBGRIFFEN@GMAIL.COM**

TRANSACTION TYPE: STANDARD
AMENDMENT ACTION: COLLATERALRESTATE

All right, title, interest, claims and demands of the Debtor in and to all assets and personal property of the Debtor, whether now owned or hereafter acquired, including without limitation, all of the following (to the extent any of the following terms are defined in the Uniform Commercial Code ("UCC"), such terms shall have the meanings ascribed to them in the UCC):

(a) All goods and equipment, including, without limitation, all machinery, fixtures, vehicles and any interest in any of the foregoing, wherever located.

(b) All inventory, including, without limitation, all merchandise, raw materials, parts, tools, supplies, packing and shipping materials, work-in-process and finished products including such inventory as is temporarily out of the Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above.

(c) All contract rights and general intangibles, including, without limitation, goodwill, license agreements, franchise agreements, supply agreements, manufacturing agreements, service agreements, processing agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind and all other general intangibles.

(d) All accounts, receivables, royalties, license rights, license fees and all other forms of obligations owing to the Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Debtor (subject, in each case, to the contractual rights of third parties to require funds received by the Debtor to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by the Debtor.

(e) All documents, money, bank accounts, anything constituting a deposit account, letters of credit (whether or not the letter of credit is evidenced by a writing), letter of credit rights, certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located.

(f) All patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, design rights, trade names, assumed names, trade secrets and licenses owned or utilized by the Debtor (collectively, the "Intellectual Property") including all accounts receivables, accounts, and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, any Intellectual Property.

(g) All rights under warranties, guaranties, insurance contracts or other supporting obligations covering the items of collateral described herein, and any causes of action relating to any such items.

(h) All attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing items, wherever located

(i) All lease rights in favor of the Debtor whether as lessor or lessee;

(j) All proceeds, products, income, rents and profits of any of the foregoing items of collateral in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised

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solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

(k) All books and records pertaining to any of the above-described items of collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.