

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Vermont Teddy Bear Co., Inc.		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	111 Main Street		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Bank: VERMONT		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85740965	DAYDREAM	
Serial Number:	85693417	HIDDEN SECRETS	
Serial Number:	85673628	BIG HUNKA LOVE	
Serial Number:	85673061	GIANT HUNKA LOVE	
Serial Number:	85673048	LIL' HUNKA LOVE	
Serial Number:	85673024	FREE RANGE	
Serial Number:	78141555	THE FLOWER LOVER'S FLOWER COMPANY	
Serial Number:	85671326	FUNTASY PJS	
Serial Number:	85850783	BEARS WITH BENEFITS	
Serial Number:	86097741	COZY POD	
Serial Number:	85850777	PAJAMAGRAM - THE VERMONT COMFORT COMPANY	
Serial Number:	85663682	THE LITTLE BLACK PJ	
CORRESPONDENCE DATA			
Fax Number:	8028628176		
<i>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.</i>			
Phone:	802-862-0500		
Email:	dlehmann@vtlaw1.com		
Correspondent Name:	Thomas R. Melloni, Esq.		
Address Line 1:	30 Main Street		
900295554		TRADEMARK	
		REEL: 005325 FRAME: 0041	

OP \$315.00 85740965

Address Line 2:	Suite 210
Address Line 4:	Burlington, VERMONT 05401

NAME OF SUBMITTER:	Thomas R. Melloni
SIGNATURE:	/Thomas R. Melloni/
DATE SIGNED:	07/18/2014

Total Attachments: 22

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**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Security Agreement") is entered into as of this 30th day of September 2005, by **The Vermont Teddy Bear Co., Inc.**, a New York corporation ("VTB"), **Hibernation Company, Inc.**, a Delaware corporation ("Hibernation"), **SendAMERICA, Inc.**, a Delaware corporation ("SA"), and **Calyx & Corolla, Inc.**, a Delaware corporation ("C&C"), each with a business address of 6655 Shelburne Road, P.O. Box 965, Shelburne, Vermont 05482 (jointly and severally, the "Borrower"), in favor of **TD Banknorth, National Association**, with an office at 111 Main St., P.O. Box 409, Burlington, VT 05402-0409 (the "Bank"), as Collateral Agent under the Loan Agreement (as defined below).

WHEREAS, the Borrower, Bank and the Lenders party thereto are parties to a certain Loan Agreement dated as of September 30, 2005 (the "Loan Agreement"), and the Borrower and the Bank are parties to one or more Security Agreements, each dated as of September 30, 2005, which provide: (i) for Lender to extend certain loans to or for the account of the Borrower, and (ii) for the grant by the Borrower to Bank of a security interest in all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of any of the foregoing, as set forth in the Loan Agreement and the other Loan Documents (capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement);

WHEREAS, VTB and SA each previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated September 27, 2002, and C&C previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated August 29, 2003, pursuant to which VTB, SA and C&C each collaterally assigned and granted security interests in all of their respective Patents, Trademarks and Copyrights (collectively, the "Prior Security Agreements");

WHEREAS, the collateral assignments were filed for recordation in the U.S. Patent and Trademark Office;

WHEREAS, in connection with the Loan Agreement, each Borrower shall collaterally assign all of their respective Patents, Trademarks and Copyrights, and confirm the prior collateral assignment and security interests previously granted to the Bank under the Prior Security Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each Borrower and the Bank agree as follows:

1. Security Interest in Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Borrower's "Obligations" (as that term is defined in the Loan Agreement) to the Lenders and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents (as defined in the Main Lease), each Borrower hereby grants and conveys to Bank a security interest (having priority over all other security interests) with power of sale, to the extent permitted by law, in all of its now owned or existing, and hereafter acquired or arising:

- (a) patents, patent applications, including, without limitation, any invention and improvement to a patent or patent application, and those patents and patent applications listed in Schedule A (referred to as individually and collectively as the "Patents");
- (b) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and dilutions thereof, and (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this Section 1(b), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks";
- (c) the goodwill of Borrower's business connected with and symbolized by the Trademarks;
- (d) all general intangibles, accounts, equipment, and contract rights;
- (e) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule C, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with

the enforcement of the rights of Bank under the Loan Agreement, any other Loan Document, the Main Lease or any Lease Collateral Document (all of the foregoing being hereinafter referred to collectively as the "Licenses");

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing.

2. Recording of Patents and Trademarks. Borrower represents and warrants that (1) the patents and patent applications listed in Schedule A, and (2) the trademark and trademark applications described in Schedule B, have each been duly filed in the U.S. Patent and Trademark Office (the "PTO"); and that no other patents, patent applications, trademarks, or trademark applications have been filed or recorded with the PTO in which the Borrower has an interest.

3. Recording of Copyrights. Borrower represents and warrants that no copyright, or copyright applications have been recorded in the U.S. Copyright Office, in which the Borrower has an interest.

4. Restrictions on Future Agreements. Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with those Patents, Trademarks and/or Licenses which are necessary or desirable in the operation of Borrower's business.

5. New Patents, Trademarks and Licenses. Borrower represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, include all of the patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) create or obtain rights to any new patents, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications, or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications or (ii) become entitled to the benefit of any patent, trademark, trademark registration, trademark application, trade name, trade style, service mark, service mark registration, service mark application, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by (a) amending Schedules A, B and/or C, as the case may be, to include any future patents, trademarks, trademark registrations, trademark applications, trade name, trade styles, service marks, service mark registrations, service mark applications and trade

names that are Patents, Trademarks or Licenses under Section 1 above, or under this Section 5 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for this Agreement, a supplement or addendum to this Agreement containing on Schedule B therein, as the case may be, such trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 1 above or this Section 5 and to take any action the Bank otherwise deems appropriate to perfect or maintain the rights and interest of the Bank under this Agreement with respect to such Patents, Trademarks and Licenses.

6. Royalties. Each Borrower hereby agrees that following the occurrence of an Event of Default and the exercise of the Bank's remedies with respect to the Patents, Trademarks and Licenses, the use by Bank of the Patents, Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to any Borrower or anyone.

7. Nature and Continuation of Security Interest; Notice to Third Parties. This Security Agreement has the effect of giving third parties notice of the Bank's Security Interest in Borrower's patents, patent applications, trademarks, trademark applications, Licenses, and general intangibles. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full, and until all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents have been performed. Each Borrower hereby confirms the validity and effectiveness of the Prior Security Agreements (as modified hereunder) and ratifies and confirms that the security interests granted under the Prior Security Agreements (as modified hereunder) remain valid and in full force and effect. Upon payment in full of the Obligations and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents, this Agreement, and the security interest granted hereunder, shall terminate.

8. Right to Inspect; Assignments and Security Interests. The Bank shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine each of Borrower's books, records and operations relating to the Patents and the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, under the Loan Agreement, or the Main Lease or any Lease Collateral Documents ("Event of Default"), each Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to take any action to renew or to apply for registration of any Trademarks as Bank or said conservator, on its sole judgment, may deem necessary or desirable in connection with the enforcement of the Bank's rights hereunder. Each Borrower agrees (i) not to sell or assign its respective interests in the Patents, Trademarks and/or Licenses without the prior written consent of the Bank and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

9. Duties of Borrower. Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, to (i) prosecute diligently any patent application, trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application for patents, trademarks and service marks as Borrower deems appropriate, and (iii) preserve and maintain all of Borrower's rights in the patents, patent applications, trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which, is or shall be necessary or economically desirable in the operation of the Borrower's business. The Bank shall not have any duty with respect to the Patents, Trademarks and/or Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Patents, Trademarks and/or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations and liabilities secured hereby, by the Loan Documents and by the Lease Collateral Documents.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Patents, Trademarks and Licenses and, if the Bank shall commence any such suit or take any such action, each Borrower shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' fees). If, for any reason whatsoever, the Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. Each Borrower waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any loans made, credit or other extensions granted, collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Borrower under this Agreement or any other document evidencing the Obligations under the Loan Agreement. With respect to both the Obligations and the Collateral, the Borrower assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank may exercise its rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for Obligations. The Bank shall not be deemed to have waived any of its rights with respect to the Obligations or the Collateral unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a

waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Bank in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement, and may be exercised separately or concurrently.

12. Successors and Assigns. This Agreement shall be binding upon each Borrower, their respective successors and assigns, and shall inure to the benefit of and be enforceable by the Bank and its successors and assigns. Without limiting the generality of the foregoing sentence, any Lender (including the Bank) may assign or otherwise transfer any agreement or any note held by it evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, as provided in the Loan Agreement.

13. General. This Agreement may not be amended or modified except by a writing signed by the Borrower and the Bank, nor may the Borrower assign any of its rights hereunder. This Agreement and the terms, covenants and conditions hereof shall be construed in accordance with, and governed by, the laws of The State of Vermont (without giving effect to any conflicts of law provisions contained therein). In the event that any Collateral stands in the name of the Borrower and another or others jointly, the Bank may deal with the same for all purposes as if it belonged to or stood in the name of the Borrower alone.

14. WAIVER OF JURY TRIAL; VENUE.

EACH BORROWER AND THE BANK HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR, ARISING OUT OF: (A) THIS AGREEMENT OR ANY OTHER INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE OBLIGATIONS; OR (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

EACH BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THE OBLIGATIONS, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT OR ANY TRANSACTION RELATING TO ANY LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF VERMONT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT AND TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN THE LOAN AGREEMENT. EACH BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT WAS BROUGHT IN AN INCONVENIENT COURT. THE BORROWER SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF VERMONT UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF VERMONT. NOTHING IN THIS SECTION SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE

RIGHT OF THE BANK TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER IN ANY JURISDICTION OR TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.

Each of the Borrowers shall be obligated for all of the Obligations on a joint and several basis, notwithstanding which of them may have directly received the proceeds of any particular Loan or Advance under the Loan Agreement.

[Signature Page Follows]

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

BORROWER:

THE VERMONT TEDDY BEAR CO., INC.

Austin D. Hart
Witness

By: Eliot H. B. RLS
Its President and duly authorized agent

SENDAMERICA, INC.

Austin D. Hart
Witness

By: Eliot H. B. RLS
Its President and duly authorized agent

HIBERNATION COMPANY, INC.

[Signature]
Witness

By: [Signature]
Its President and duly authorized agent

CALYX & COROLLA, INC.

Austin D. Hart
Witness

By: Eliot H. B. RLS
Its President and duly authorized agent

BANK:

**TD BANKNORTH, NATIONAL
ASSOCIATION**

[Signature]
Witness

By: [Signature]
Its Vice-President and duly authorized agent

ACKNOWLEDGMENT

STATE OF VERMONT
County of Chittenden, SS.

At Burlington, in said County, on this 30th day of September, 2005, personally appeared Elisabeth B. Robert, President and duly authorized agent of The Vermont Teddy Bear Co., Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of The Vermont Teddy Bear Co., Inc.

Before me,

Christine D. Hart
Notary Public
My Commission Expires: 2-10-2007

STATE OF VERMONT
County of Chittenden, SS.

At Burlington, in said County, on this 30th day of September, 2005, personally appeared Elisabeth B. Robert President and duly authorized agent of SendAMERICA, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of SendAMERICA, Inc.

Before me,

Christine D. Hart
Notary Public
My Commission Expires: 2-10-2007

STATE OF VERMONT
County of Chittenden, SS.

At Burlington, in said County, on this 30th day of September, 2005, personally appeared John Benjamin Lee President and duly authorized agent of Hibernation Company, Inc., and she acknowledged this instrument, by ^{him}her, sealed and subscribed, to be ^{his}her free act and deed and the free act and deed of Hibernation Company, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

STATE OF VERMONT
County of Chittenden, SS.

At Burlington, in said County, on this 30th day of September, 2005, personally appeared Elizabeth B. Patel, President and duly authorized agent of Calyx & Corolla, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of Calyx & Corolla, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

ACKNOWLEDGMENT

STATE OF VERMONT
County of Chittenden, SS.

At Burlington, in said County, on this 29th day of September, 2005, personally appeared H. Ellery Perkinson, Vice-President and duly authorized agent of TD Banknorth, National Association, and he acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed and the free act and deed of TD Banknorth, National Association.

Before me,



Notary Public

My Commission Expires: 2-10-2007

Schedule A
Patents and Patent Applications

The Vermont Teddy Bear Co., Inc.

#	Patent Number	Application Number	Description
1.	D656301	N/A	Apparel sleeve ends
2.	D537487	N/A	Stuffed teddy bear
3.	D425147	N/A	Hybrid bear-lion plush toy
4.	D413946	N/A	Hybrid bear-giraffe plush toy
5.	D413945	N/A	Hybrid bear-zebra plush toy
6.	D411595	N/A	Hybrid bear-feline plush toy
7.	N/A	29395237	Pillow with Animal Likeness
8.	N/A	29395236	Pillow with Animal Likeness
9.	N/A	29395240	Pillow with Animal Likeness
10.	N/A	29395238	Pillow with Animal Likeness

SendAmerica, Inc.

None

Calyx & Corolla, Inc.

None

Schedule B
Trademarks and Trademark Applications

#	Record Owner	Serial Number	Reg. Number	Word Mark
1	Borrower	<u>85356707</u>	N/A	<u>Pajama Puppet</u>
2	Borrower/Pajamagram	<u>85191886</u>	N/A	<u>Performance Sleepwear To Help You Fall Asleep ... And Stay Asleep</u>
3	Borrower	<u>85315979</u>	N/A	<u>Pillow Puppet</u>
4	Borrower	<u>85082437</u>	N/A	<u>Bearly Legal Bears</u>
5	Borrower/Pajamagram	<u>85204824</u>	<u>4071876</u>	<u>Whisperweave</u>
6	Borrower/Pajamagram	<u>85193334</u>	<u>4071834</u>	<u>8 Straight</u>
7	Borrower/Pajamagram	<u>85193317</u>	<u>4071833</u>	<u>8 Straight</u>
8	Borrower/Pajamagram	<u>85332188</u>	N/A	<u>Hoodie-Footie</u>
9	Borrower	<u>78563322</u>	<u>3054906</u>	<u>Crazy For You</u>
10	Borrower	<u>78669449</u>	<u>3254234</u>	<u>Gift Bag Boutique</u>
11	Borrower/Pajamagram	<u>77959640</u>	N/A	<u>Pajamajack</u>
12	Borrower/Pajamagram	<u>77959636</u>	N/A	<u>Lazywear</u>
13	Borrower/Pajamagram	<u>77890958</u>	<u>4078503</u>	<u>Dormisoft</u>
14	Borrower	<u>77930953</u>	<u>3866118</u>	<u>(Symbol Only)</u>
15	Borrower/Pajamagram	<u>77930937</u>	<u>3859710</u>	<u>Pajamas You Live In. Jeans You Sleep In.</u>
16	Borrower/Pajamagram	<u>77930932</u>	<u>3913050</u>	<u>Pajama Jeans</u>
17	Borrower/Pajamagram	<u>77890971</u>	N/A	<u>Hoodie-Footie</u>
18	Borrower/Pajamagram	<u>77728380</u>	<u>3788547</u>	<u>Pajamajeans</u>
19	Borrower/Pajamagram	<u>77728377</u>	N/A	<u>Hoodie-Footie Snuggle Suit</u>
20	Borrower	<u>77100367</u>	<u>3873700</u>	<u>Be Bear</u>
21	Borrower	<u>76420456</u>	<u>2971438</u>	<u>Friend For Life</u>
22	Borrower	<u>76570373</u>	<u>3392250</u>	<u>Big Hero, Little Hero</u>
23	Borrower	<u>76570372</u>	<u>3265471</u>	<u>Little Hero</u>
24	Borrower	<u>76498204</u>	<u>3405846</u>	<u>Lovegram</u>
25	Borrower	<u>76492419</u>	<u>3329824</u>	<u>Babygram</u>
26	Borrower	<u>76488699</u>	<u>3169072</u>	<u>Say It With A Bear</u>
27	Borrower	<u>76366740</u>	<u>2680487</u>	<u>Vermont Teddy Bear</u>
28	Borrower	<u>76354946</u>	<u>2642700</u>	<u>Show You Care, Send A Bear</u>
29	Borrower/Pajamagram	<u>76209729</u>	<u>2722118</u>	<u>Pajamagram</u>
30	Borrower	<u>76204550</u>	<u>2847944</u>	<u>Prefur'd Member</u>
31	Borrower	<u>76109175</u>	<u>2732667</u>	<u>Bears To Business</u>
32	Borrower	<u>75896781</u>	<u>2568118</u>	<u>(Symbol Only)</u>
33	Borrower	<u>75911447</u>	<u>2553662</u>	<u>Bears Say It Best</u>
34	Borrower	<u>75892612</u>	<u>2518493</u>	<u>Love Is In The Bear</u>
35	Borrower	<u>75892611</u>	<u>2499043</u>	<u>The Creative Alternative To Flowers</u>
36	Borrower	<u>75750773</u>	<u>2430925</u>	<u>Bear-Gram</u>
37	Borrower	<u>75911598</u>	<u>2628819</u>	<u>Nothing Says You Care Like A Bear</u>
38	Borrower	<u>75837935</u>	<u>2769475</u>	<u>Sendvermont</u>

#	Record Owner	Serial Number	Reg. Number	Word Mark
39	Borrower	<u>75837934</u>	<u>2767086</u>	<u>Sendamerica</u>
40	Borrower	<u>75753153</u>	<u>2767056</u>	<u>Teddy Express</u>
41	Borrower	<u>75425720</u>	<u>2547579</u>	<u>Coffee Cub</u>
42	Borrower	<u>75403963</u>	<u>2324850</u>	<u>Bearanimal</u>
43	Borrower	<u>75301397</u>	<u>2201145</u>	<u>The Vermont Teddy Bear Co.</u>
44	Borrower	<u>75301396</u>	<u>2201144</u>	<u>Vermont Teddy Bear</u>
45	Borrower	<u>75136982</u>	<u>2131281</u>	<u>Make A Friend For Life</u>
46	Borrower	<u>75044360</u>	<u>2377833</u>	<u>The All-American Teddy Bear</u>
47	Borrower	<u>74442097</u>	<u>2012975</u>	<u>Bear-Gram</u>
48	Borrower	<u>74442089</u>	<u>1941986</u>	<u>The Vermont Teddy Bear Co.</u>
49	Borrower	<u>74442088</u>	<u>1941985</u>	<u>The Vermont Teddy Bear Company</u>
50	Borrower	<u>74442087</u>	<u>1885425</u>	<u>Bear Counselor</u>
51	Borrower	<u>74442081</u>	<u>1985986</u>	<u>Vermont Bear-Gram</u>
52	Borrower	<u>74270688</u>	<u>2012955</u>	<u>Teddygrams</u>
53	Borrower	<u>74068728</u>	<u>1646301</u>	<u>Teddy Bear-Gram</u>
54	CCI	<u>78809794</u>	<u>3240892</u>	<u>Luxury Roses</u>
55	CCI	<u>78809628</u>	<u>3372947</u>	<u>Calyx & Corolla</u>
56	CCI	<u>78141555</u>	<u>2721500</u>	<u>The Flower Lover's Flower Company</u>
57	CCI	<u>77547822</u>	<u>3559328</u>	<u>Calyx Flowers</u>
58	CCI	<u>77169625</u>	<u>3300310</u>	<u>Gifts In A Hatbox</u>
59	CCI	<u>77156047</u>	<u>3300307</u>	<u>Plants In A Hatbox</u>
60	CCI	<u>77156009</u>	<u>3300306</u>	<u>Flowers In A Hatbox</u>
61	Borrower/Pajamagram	<u>85652797</u>	N/A	<u>PJ Comfort from Fiesta to Siesta</u>
62	Borrower/Pajamagram	<u>85652791</u>	N/A	<u>Pajancho</u>
63	Borrower/Pajamagram	<u>85652781</u>	N/A	<u>Your Anti-Stress Dress</u>
64	Borrower/Pajamagram	<u>85652765</u>	N/A	<u>GoJamma</u>
65	Borrower/Pajamagram	<u>85652758</u>	N/A	<u>The Little Black Dress⁺</u>

⁺ New filing pending to change name of mark to “The Little Black PJ”; Agent’s security interest in new application to be recorded with USPTO

Schedule C
Licenses

Vermont Teddy Bear Co., Inc.
6655 Shelburne Road
P.O. Box 965
Shelburne, Vermont 05482

June 30, 2014

TD Bank, N.A.
111 Main Street
Burlington, VT 05401

Re: Amended and Restated Loan Agreement, dated as of June 30, 2014

Ladies and Gentlemen:

Reference is made to the Patent, Trademark and Copyright Security Agreement dated September 30, 2005 (the "Patent, Trademark and Copyright Security Agreement"; capitalized terms used herein and not otherwise defined shall have the respective meanings given in the Patent, Trademark and Copyright Security Agreement) by The Vermont Teddy Bear Co., Inc. ("VTB"), SendAMERICA, Inc. ("SA"), and Calyx & Corolla, Inc. ("C&C"), in favor of TD Bank, N.A. (f/k/a TD Banknorth, National Association) (the "Bank"). The Patent, Trademark and Copyright Security Agreement was made to secure all Obligations (as defined in the Patent, Trademark and Copyright Security Agreement, the "Obligations") of each of VTB, SA and C&C to the Bank, including all Obligations under, and as defined in, the Loan Agreement dated as of September 30, 2005 by and among VTB, SA, C&C, the Lenders party thereto and the Bank (the "Prior Loan Agreement").

The undersigned have requested that the Bank amend and restate the Prior Loan Agreement to, among other things, extend the current maturity date for the Line of Credit, make changes in certain covenants contained therein, and to allow a restricting of the Subordinated Debt. The Bank, VTB, as borrower, SA, C&C, and Hibernation Holding Company, Inc., each as Credit Parties, will enter into an Amended and Restated Loan Agreement dated on or about the date hereof amending and restating the Prior Loan Agreement (as amended and restated and as the same may be further amended, restated, supplemented or renewed, the "Loan Agreement"). As a condition to providing such extension and modification, the Bank requires that VTB, SA and C&C each confirm that the Patent, Trademark and Copyright Security Agreement remains in full force and effect and secures all of the Obligations to the Bank, as set forth and defined in the Loan Agreement.

Reference to the "Obligations" in the Patent, Trademark and Copyright Security Agreement shall mean and refer to the term "Obligations" in the Loan Agreement, as amended and restated. The term "Obligations" shall include the obligations and indebtedness of each of SA and C&C's to the Bank under their Unlimited Guaranty dated as of June 30, 2014 in favor of the Bank.

Attached hereto are revised Schedules updating Schedules A through and including C of the Patent, Trademark and Copyright Security Agreement as of the date hereof, and such schedules

contain true, correct and complete listings of all patents, patent applications, trademarks, trademark applications, copyrights, and copyright applications in which the undersigned has an interest.

We hereby reaffirm, ratify and confirm that the Patent, Trademark and Copyright Security Agreement secures the Obligations, acknowledge that all the terms and conditions in the Patent, Trademark and Copyright Security Agreement, as may be updated by the Schedules attached hereto, remain in full force and effect and that the continuing security interest in the Collateral granted to the Bank in the Patent, Trademark and Copyright Security Agreement is valid and perfected and secured all Obligations, whether of VTB, as borrower, or of SA or C&C. We understand that the Bank is relying on the representations and warranties made herein and on the updated Schedules attached hereto, as a condition to the grant of the additional extension of credit to the undersigned Borrower under the Loan Agreement.

[signature page follows]

Sincerely,

VERMONT TEDDY BEAR CO., INC.

By: W.C.A. J.
Name: William Shaldree
Title: President

SENDAMERICA, INC.

By: W.C.A. J.
Name: _____
Title: _____

CALYX & COROLLA, INC.

By: W.C.A. J.
Name: _____
Title: _____

**Updated Schedule A
to
Patent, Trademark and Copyright Security Agreement dated September 30, 2005**

Patents

#	Record Owner	Patent Number	Application Number	Description
1.	VTB	0656301	N/A	Apparel sleeve ends
2.	VTB	0537487	N/A	Stuffed teddy bear
3.	VTB	0425147	N/A	Hybrid bear-lion plush toy
4.	VTB	0413946	N/A	Hybrid bear-giraffe plush toy
5.	VTB	0413945	N/A	Hybrid bear-zebra plush toy
6.	VTB	0411595	N/A	Hybrid bear-feline plush toy
7.	VTB	0672994	29395237	Pillow with Animal Likeness
8.	VTB	0673406	29395236	Pillow with Animal Likeness
9.	VTB	0673408	29395240	Pillow with Animal Likeness
10.	VTB	0673407	29395238	Pillow with Animal Likeness

Updated Schedule B
to
Patent, Trademark and Copyright Security Agreement dated October 31, 2005

Trademarks and Trademark Applications

	Record Owner	Serial Number	Reg. Number	Word Mark
1.	VTB	85740965	NA	Daydream
2.	VTB	85693417	NA	Hidden Secrets
3.	VTB	85673628	4283075	Big Hunka Love
4.	VTB	85673061	85673061	Giant Hunka Love
5.	VTB	85673048	85673048	Lil' Hunka Love
6.	VTB	85673024		Free Range
7.	VTB	85356707	4187900	Pajama Puppet
8.	VTB	85191886	4313496	Performance Sleepwear To Help You Fall Asleep ... And Stay Asleep
9.	VTB	85082437	N/A	Bearly Legal Bears
10.	VTB	85204824	4071876	Whisperweave
11.	VTB	85193334	4071834	8 Straight
12.	VTB	85193317	4071833	8 Straight
13.	VTB	85332188	N/A	Hoodie-Footie
14.	VTB	78563322	3054906	Crazy For You
15.	VTB	78669449	3254234	Gift Bag Boutique
16.	VTB	77890958	4078503	Dormisoft
17.	VTB	77930953	3866118	(Symbol Only)
18.	VTB	77930937	3859710	Pajamas You Live In. Jeans You Sleep In.
19.	VTB	77930932	3913050	Pajama Jeans
20.	VTB	77890971	N/A	Hoodie-Footie
21.	VTB	77728380	3788547	Pajamajans
22.	VTB	77728377	N/A	Hoodie-Footie Snuggle Suit
23.	VTB	77100367	3873700	Be Bear
24.	VTB	76420456	2971438	Friend For Life
25.	VTB	76570373	3392250	Big Hero, Little Hero
26.	VTB	76570372	3265471	Little Hero
27.	VTB	76498204	3405846	Lovegram
28.	VTB	76492419	3329824	Babygram
29.	VTB	76488699	3169072	Say It With A Bear
30.	VTB	76366740	2680487	Vermont Teddy Bear
31.	VTB	76354946	2642700	Show You Care, Send A Bear
32.	VTB	76209729	2722118	Pajamagram
33.	VTB	76204550	2847944	Prefur'd Member

	Record Owner	Serial Number	Reg. Number	Word Mark
34.	VTB	76109175	2732667	Bears To Business
35.	VTB	75896781	2568118	(Symbol Only)
36.	VTB	75911447	2553662	Bears Say It Best
37.	VTB	75892612	2518493	Love Is In The Bear
38.	VTB	75892611	2499043	The Creative Alternative To Flowers
39.	VTB	75750773	2430925	Bear-Gram
40.	VTB	75911598	2628819	Nothing Says You Care Like A Bear
41.	VTB	75837935	2769475	Sendvermont
42.	VTB	75837934	2767086	Sendamerica
43.	VTB	75753153	2767056	Teddy Express
44.	VTB	75425720	2547579	Coffee Cub
45.	VTB	75403963	2324850	Bearanimal
46.	VTB	75301397	2201145	The Vermont Teddy Bear Co.
47.	VTB	75301396	2201144	Vermont Teddy Bear
48.	VTB	75136982	2131281	Make A Friend For Life
49.	VTB	75044360	2377833	The All-American Teddy Bear
50.	VTB	74442097	2012975	Bear-Gram
51.	VTB	74442089	1941986	The Vermont Teddy Bear Co.
52.	VTB	74442088	1941985	The Vermont Teddy Bear Company
53.	VTB	74442087	1885425	Bear Counselor
54.	VTB	74442081	1985986	Vermont Bear-Gram
55.	VTB	74270688	2012955	Teddygrams
56.	CCI	78809794	3240892	Luxury Roses
57.	CCI	78809628	3372947	Calyx & Corolla
58.	CCI	78141555	2721500	The Flower Lover's Flower Company
59.	CCI	77547822	3559328	Calyx Flowers
60.	CCI	77169625	3300310	Gifts In A Hatbox
61.	CCI	77156047	3300307	Plants In A Hatbox
62.	CCI	77156009	3300306	Flowers In A Hatbox
63.	VTB	85652797	85652797	PJ Comfort from Fiesta to Siesta
64.	VTB	85652791	85652791	Pajancho
65.	VTB	85652781	4419482	Your Anti-Stress Dress
66.	VTB	85652765	N/A	GoJamma
67.	VTB	85671326	N/A	FUNTASY PJS
68.	VTB	85850783		Bears with Benefits
69.	VTB	86097741		Cozy Pod
70.	VTB	85850777		Pajamagram – The Vermont Comfort Company
71.	VTB	85663682		The Little Black PJ

**Updated Schedule C
to
Patent, Trademark and Copyright Security Agreement dated October 31, 2005
Licenses**