

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incipio Technologies, Inc.		12/26/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 65			
Property Type	Number	Word Mark	
Registration Number:	4598935	FOCAL	
Registration Number:	4480666	INCIPIO	
Registration Number:	4467488	MAJOR	
Registration Number:	4544232	DRONE	
Registration Number:	4389525	ATLAS	
Registration Number:	4389469	STASHBACK	
Registration Number:	4389463	FREQUENCY	
Registration Number:	4463578	66/33	
Registration Number:	4463577	PENTRY	
Registration Number:	4463576	DIGITS	
Registration Number:	4452211	FLETCH	
Registration Number:	4312747	CORE CASES	
Registration Number:	4463483	PHENOM	
Registration Number:	4366938	FEATHER	
Registration Number:	4369857	DUALPRO	
Registration Number:	4261493	HIGHWIRE	
Registration Number:	4261343	DOZER	
Registration Number:	4261301	FOREMAN	
Registration Number:	4348742	OFFGRID	

CH \$1640.00 4598935

Property Type	Number	Word Mark
Registration Number:	4188095	SPECIALIST
Registration Number:	4227383	RESPONSE
Registration Number:	4227056	CODE
Registration Number:	4140370	STOWAWAY
Registration Number:	4313814	KICKSNAP
Registration Number:	4073802	PLEX
Registration Number:	4019505	DELTA
Registration Number:	4132885	STEP
Registration Number:	4129637	TRIAD
Registration Number:	4132882	INVERT
Registration Number:	3981657	BOMBPROOF
Registration Number:	4092131	BIGSHOW
Registration Number:	3957767	HIVE
Registration Number:	3957491	MICROTEXTURE
Registration Number:	3937909	UNDERGROUND
Registration Number:	3937907	THE OX
Registration Number:	3925674	QUICKCHECK
Registration Number:	3923159	XENON
Registration Number:	3956082	DESTROYER
Registration Number:	3925668	TEK-NICAL
Registration Number:	3923156	DOTTIES
Registration Number:	4099806	PREDATOR
Registration Number:	3925296	EDGE
Registration Number:	3606017	DERMASHOT
Registration Number:	3853590	BOOMBOOMS
Registration Number:	3933606	HONU
Registration Number:	3888923	1337
Registration Number:	3888922	NGP
Registration Number:	3852264	INCIPIO LAB
Registration Number:	3725551	TRIBAL
Registration Number:	3725550	AREA
Registration Number:	3887150	THE ART OF PROTECTION
Registration Number:	3887149	THE ART OF PROTECTION
Registration Number:	4024376	HIPSTER
Registration Number:	3623013	EASYREACH
Registration Number:	3623012	[PERFORMANCE]
Registration Number:	3626944	[OVRMLD]
Registration Number:	3622872	FEATHER

Property Type	Number	Word Mark
Registration Number:	3622870	THEDUKE
Registration Number:	3606060	DUROSHOT
Registration Number:	3606058	TONIC
Registration Number:	3602443	ECO CASE
Registration Number:	3606035	SILICRYLIC
Registration Number:	3606026	
Registration Number:	3791922	KICKSTAND
Registration Number:	3638230	INCIPIO

CORRESPONDENCE DATA

Fax Number: 2127557306
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.
Phone: 212.326.3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Nathan J. Hoepfner
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	035613-600006
NAME OF SUBMITTER:	Nathan J. Hoepfner
SIGNATURE:	/Nathan J. Hoepfner/
DATE SIGNED:	01/05/2015

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 26, 2014, is made by INCIPIO TECHNOLOGIES, INC., a California corporation (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders"), Wells Fargo Bank, National Association, as Revolver Agent, and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Agents, the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

1. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

2. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

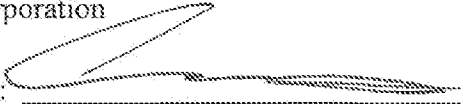
3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

INCIPIO TECHNOLOGIES, INC., a California corporation

By: 
Name: Andy Fathollahi
Title: President + CEO

[Signature Page to Trademark Security Agreement]

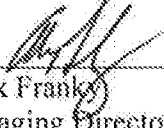
TRADEMARK
REEL: 005434 FRAME: 0369

AGREED AND ACCEPTED:

this ___ day of December, 2014

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

By:  _____

Name: Alex Frank

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005434 FRAME: 0370

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
FOCAL	United States	86117176	4598935	11/12/13	09/02/14
INCIPIO	United States	85969267	4480666	06/25/13	02/11/14
MAJOR	United States	85733001	4467488	09/19/12	01/14/14
DRONE	United States	85732981	4544232	09/19/12	06/03/14
ATLAS	United States	85722288	4389525	09/06/12	08/20/13
STASHBACK	United States	85704621	4389469	08/15/12	08/20/13
FREQUENCY	United States	85701857	4389463	08/13/12	08/20/13
66/33	United States	85699012	4463578	08/08/12	01/07/14
PENTRY	United States	85699010	4463577	08/08/12	01/07/14
DIGITS	United States	85699009	4463576	08/08/12	01/07/14
FLETCH	United States	85699007	4452211	08/08/12	12/17/13
CORE CASES	United States	85697311	4312747	08/07/12	04/02/13
PHENOM	United States	85650687	4463483	06/13/12	01/07/14
FEATHER	United States	85636147	4366938	05/25/12	07/16/13
DUALPRO	United States	85635025	4369857	05/24/12	07/16/13
HIGHWIRE	United States	85616418	4261493	05/03/12	12/18/12
DOZER	United States	85614502	4261343	05/02/12	12/18/12
FOREMAN	United States	85613825	4261301	05/01/12	12/18/12
OFFGRID	United States	85437903	4348742	10/03/11	06/11/13
SPECIALIST	United States	85430508	4188095	09/23/11	08/07/12
RESPONSE	United States	85422351	4227383	09/14/11	10/16/12
CODE	United States	85375602	4227056	07/19/11	10/16/12
STOWAWAY	United States	85375556	4140370	07/19/11	05/08/12
KICKSNAP	United States	85374401	4313814	07/18/11	04/02/13
PLEX	United States	85311143	4073802	05/03/11	12/20/11
DELTA	United States	85238215	4019505	02/09/11	08/30/11
STEP	United States	85237184	4132885	02/08/11	04/24/12
TRIAD	United States	85236604	4129637	02/08/11	04/17/12
INVERT	United States	85236534	4132882	02/08/11	04/24/12
BOMBPROOF	United States	85186767	3981657	11/29/10	06/21/11
BIGSHOW	United States	85186729	4092131	11/29/10	01/24/12
HIVE	United States	85133997	3957767	09/20/10	05/10/11
MICROTEXTURE	United States	85124921	3957491	09/08/10	05/10/11
UNDERGROUND	United States	85097350	3937909	07/30/10	03/29/11
THE OX	United States	85097327	3937907	07/30/10	03/29/11
QUICKCHECK	United States	85097320	3925674	07/30/10	03/01/11
XENON	United States	85096760	3923159	07/30/10	02/22/11
DESTROYER	United States	85096354	3956082	07/29/10	05/03/11

Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
TEK-NICAL	United States	85095193	3925668	07/28/10	03/01/11
DOTTIES	United States	85094837	3923156	07/28/10	02/22/11
PREDATOR	United States	85094236	4099806	07/27/10	02/14/12
EDGE	United States	85080600	3925296	07/08/10	03/01/11
DERMASHOT	United States	77573758	3606017	09/18/08	04/14/09
BOOMBOOMS	United States	77962162	3853590	03/18/10	09/28/10
HONU	United States	77941429	3933606	02/22/10	03/22/11
1337	United States	77898673	3888923	12/21/09	12/14/10
NGP	United States	77898666	3888922	12/21/09	12/14/10
INCIPIO LAB	United States	77792095	3852264	07/29/09	09/28/10
TRIBAL	United States	77765630	3725551	06/22/09	12/15/09
AREA	United States	77765622	3725550	06/22/09	12/15/09
THE ART OF PROTECTION	United States	77700458	3887150	03/26/09	12/07/10
THE ART OF PROTECTION	United States	77700446	3887149	03/26/09	12/07/10
HIPSTER	United States	77664043	4024376	02/05/09	09/13/11
EASYREACH	United States	77629855	3623013	12/09/08	05/19/09
[PERFORMANCE]	United States	77629840	3623012	12/09/08	05/19/09
[OVRMLD]	United States	77629815	3626944	12/09/08	05/26/09
FEATHER	United States	77592677	3622872	10/14/08	05/19/09
THEDUKE	United States	77592662	3622870	10/14/08	05/19/09
DUROSHOT	United States	77592571	3606060	10/14/08	04/14/09
TONIC	United States	77592188	3606058	10/14/08	04/14/09
ECO CASE and design	United States	77585680	3602443	10/04/08	04/07/09
SILICRYLIC	United States	77582576	3606035	09/30/08	04/14/09
[Incipio Squirrel Logo]	United States	77578169	3606026	09/24/08	04/14/09
KICKSTAND	United States	77573756	3791922	09/18/08	05/25/10
INCIPIO	United States	77565173	3638230	09/08/08	06/16/09
INCIPIO	Australia	1168159	1570795	06/25/13	01/31/14
INCIPIO	Brazil	840621639	N/A	08/26/13	N/A
INCIPIO	Switzerland	1168159	1168159	06/25/13	08/07/14
INCIPIO	China P.R.	7236728	7236728	03/06/09	11/07/10
INCIPIO	Colombia	11160640	454704	11/23/11	06/29/12
INCIPIO	European CTM	009994054	009994054	05/25/11	10/28/11
INCIPIO	Hong Kong	301297837	301297837	03/05/09	03/05/09
INCIPIO	India	2579317	2579317	08/13/13	08/13/13
INCIPIO	Iceland	1168159	MP-1168159	06/25/13	06/25/13

INCIPIO	Japan	201123599	5419773	04/04/11	06/17/11
INCIPIO	South Korea	4020122464	40-1020245	01/13/12	01/29/14
INCIPIO	Norway	1168159	201309012	06/25/13	03/21/14
INCIPIO	New Zealand	1168159	981598	06/25/13	01/04/14
INCIPIO	Venezuela	17982011	N/A	02/03/11	N/A
INCIPIO	WIPO	1168159	N/A	06/25/13	N/A
INCIPIO and Logo Mark	Honduras	28802/2012	126313	08/16/12	10/31/13
INCIPIO and Logo Mark	Honduras	28803/2012	126087	08/16/12	10/08/13
INCIPIO and Logo Mark	Honduras	28804/2012	126833	08/16/12	11/28/13
INCIPIO AND DESIGN	China P.R.	9180118	N/A	03/07/11	N/A
INCIPIO AND DESIGN	China P.R.	9180117	N/A	03/07/11	N/A
INCIPIO	China P.R.	10011867	N/A	03/07/11	N/A
INCIPIO AND DESIGN	Honduras	16031/2012	126226	05/08/12	10/24/13
INCIPIO AND DESIGN	Honduras	16030/2012	126221	05/08/12	10/24/13
INCIPIO AND DESIGN	Honduras	16029/2012	126220	05/08/12	10/24/13
INCIPIO	Argentina	3293798	N/A	11/26/13	N/A
INCIPIO	Antigua and Barbuda	1182298	N/A	10/15/13	N/A
INCIPIO	Albania	1182298	N/A	10/15/13	N/A
INCIPIO	Armenia	1182298	N/A	10/15/13	N/A
INCIPIO	Austria	1182298	1182298	10/15/13	05/27/14
INCIPIO	Australia	1182298	1592480	10/15/13	02/17/14
INCIPIO	Azerbaijan	1182298	N/A	10/15/13	N/A
INCIPIO	Bosnia and Herzegovina	1182298	N/A	10/15/13	N/A
INCIPIO	Bulgaria	1182298	N/A	10/15/13	N/A
INCIPIO	Bahrain	1182298	N/A	10/15/13	N/A
INCIPIO	Bonaire, Saint Eustatius and Saba	1182298	N/A	10/15/13	N/A
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INCIPIO	Botswana	1182298	N/A	10/15/13	N/A
INCIPIO	Benelux	1182298	1182298	10/15/13	04/10/14
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INCIPIO	Switzerland	1182298	N/A	10/15/13	N/A
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INCIPIO	Greece	1182298	N/A	10/15/13	N/A
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INCIPIO	India	1182298	N/A	10/15/13	N/A
INCIPIO	Islamic Republic of Iran	1182298	N/A	10/15/13	N/A
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INCIPIO	Lesotho	1182298	N/A	10/15/13	N/A

INCIPIO	Lithuania	1182298	1182298	10/15/13	08/08/14
INCIPIO	Latvia	1182298	1182298	10/15/13	06/06/14
INCIPIO	Morocco	1182298	N/A	10/15/13	N/A
INCIPIO	Monaco	1182298	1182298	10/15/13	03/24/14
INCIPIO	Republic of Moldova	1182298	N/A	10/15/13	N/A
INCIPIO	Montenegro	1182298	N/A	10/15/13	N/A
INCIPIO	Madagascar	1182298	N/A	10/15/13	N/A
INCIPIO	Macedonia	1182298	N/A	10/15/13	N/A
INCIPIO	Mongolia	1182298	1182298	10/15/13	06/24/14
INCIPIO	Mexico	1182298	N/A	10/15/13	N/A
INCIPIO	Mozambique	1182298	N/A	10/15/13	N/A
INCIPIO	Republic of Namibia	1182298	N/A	10/15/13	N/A
INCIPIO	Norway	1182298	201313980	10/15/13	07/11/14
INCIPIO	New Zealand	1182298	988311	10/15/13	04/16/14
INCIPIO	Sultanate of Oman	1182298	N/A	10/15/13	N/A
INCIPIO	Philippines	1182298	N/A	10/15/13	N/A
INCIPIO	Poland	1182298	1182298	10/15/13	08/08/14
INCIPIO	Portugal	1182298	1182298	10/15/13	07/16/14
INCIPIO	Romania	1182298	N/A	10/15/13	N/A
INCIPIO	Serbia	1182298	N/A	10/15/13	N/A
INCIPIO	Russian Federation	1182298	1182298	10/15/13	10/15/14
INCIPIO	Rwanda	1182298	N/A	10/15/13	N/A
INCIPIO	Sudan	1182298	N/A	10/15/13	N/A
INCIPIO	Sweden	1182298	N/A	10/15/13	N/A
INCIPIO	Singapore	1182298	1182298	10/15/13	10/01/14
INCIPIO	Slovenia	1182298	1182298	10/15/13	06/12/14
INCIPIO	Slovakia	1182298	N/A	10/15/13	N/A
INCIPIO	Sierra Leone	1182298	N/A	10/15/13	N/A
INCIPIO	San Marino	1182298	1182298	10/15/13	08/28/14
INCIPIO	Sao Tome and Principe	1182298	N/A	10/15/13	N/A
INCIPIO	Sint Maarten (Dutch part)	1182298	1182298	10/15/13	02/12/14
INCIPIO	Syria	1182298	N/A	10/15/13	N/A
INCIPIO	Swaziland	1182298	N/A	10/15/13	N/A
INCIPIO	Tajikistan	1182298	N/A	10/15/13	N/A
INCIPIO	Turkmenista n	1182298	N/A	10/15/13	N/A

INCIPIO	Tunisia	1182298	N/A	10/15/13	N/A
INCIPIO	Turkey	1182298	2013/96324/ DY	10/15/13	11/10/14
INCIPIO	Ukraine	1182298	N/A	10/15/13	N/A
INCIPIO	Uzbekistan	1182298	N/A	10/15/13	N/A
INCIPIO	Viet Nam	1182298	N/A	10/15/13	N/A
INCIPIO	Zambia	1182298	N/A	10/15/13	N/A
INCIPIO	WIPO	1182298	N/A	10/15/13	N/A
INCIPIO	United Arab Emirates	203336	N/A	12/25/13	N/A
INCIPIO	Indonesia	D00 2013 062307	N/A	12/24/13	N/A
INCIPIO	Malaysia	2013017398	N/A	12/24/13	N/A
INCIPIO	Saudi Arabia	1435007510	1435007510	02/23/14	07/25/14
INCIPIO	Thailand	922235	N/A	12/25/13	N/A
INCIPIO	South Africa	2014/00250	N/A	01/06/14	N/A
INCIPIO	Canada	1633517	N/A	07/02/13	N/A
Incipio stylized mark and logo	Mexico	1409651	N/A	09/03/13	N/A
Incipio stylized mark and logo	Mexico	1409652	N/A	09/03/13	N/A
Incipio stylized mark and logo	Philippines	4-2013- 006388	N/A	06/04/13	N/A
Incipio stylized mark and logo	India	2802570	N/A	09/04/14	N/A
Incipio logo	India	2802582	N/A	09/03/14	N/A
incipio logo	India	2802580	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802578	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802571	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802574	N/A	09/03/14	N/A
incipio logo	India	2802579	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802594	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802593	N/A	09/03/14	N/A
stylized Incipio	India	2802590	N/A	09/03/14	N/A
stylized Incipio	India	2802589	N/A	09/03/14	N/A
stylized Incipio	India	2802586	N/A	09/03/14	N/A
stylized Incipio	India	2802588	N/A	09/03/14	N/A
INCIPIO	India	2802585	N/A	09/03/14	N/A

INCIPIO	India	2802584	N/A	09/03/14	N/A
INCIPIO	India	2802583	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802593	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802592	N/A	09/03/14	N/A
Incipio stylized mark and logo	India	2802591	N/A	09/03/14	N/A

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RECORDED: 01/05/2015

**TRADEMARK
REEL: 005434 FRAME: 0377**