

Re: 700516547 08/22/2014

Form PTO-1594 (Rev. 04/04)  
OMB Collection 0851-0027 (ex p. 6/30/2005)

12/30/2014

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103670179

To the director of the U. S. Patent and Trademark Office  
1. Name of conveying party(ies)/Executive

Documents or the new address(es) below  
of receiving party(ies)

COSRISH GROUP, INC.

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 2450 Colorado Avenue, Suite 3000 West

City: Santa Monica

State: CA

Country: USA

Zip: 90404

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) June 23, 2014

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:  
Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 3/17

b. Deposit Account Number  
Authorized User Name:

9. Signature:

Signature

Joanne BL Arnold  
Name of Person Signing

August 20, 2014

Date

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6983, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2140.00 85995665

TRADEMARK  
REEL: 005460 FRAME: 0508

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS**

1.	Cosrich Group, Inc.	Boy Bands	3,332,661	11/6/2007		
2.	Cosrich Group, Inc.	Eco-Wedge	4,296,673	2/26/2013		
3.	Cosrich Group, Inc.	Girl Bands	3,332,662	11/6/2007		
4.	Cosrich Group, Inc.	Make Your Own - Ages	3,332,740	11/6/2007		
5.	Cosrich Group, Inc.	Ouchies	3,336,112	11/13/2007		
6.	Cosrich Group, Inc.	Ouchies (Stylized)	3,309,004	10/9/2007		
7.	Cosrich Group, Inc.	Teenages	3,332,552	11/6/2007		
8.	Cosrich Group, Inc.	Contempl8	3,781,556	4/27/2010		
9.	Cosrich Group, Inc.	Immun8	3,723,057	12/8/2009		
10.	Cosrich Group, Inc.	Vital8	3,521,688	10/21/2008		
11.	Cosrich Group, Inc.	Heartgr8	3,785,879	5/4/2010		
12.	Cosrich Group, Inc.	Ouchies for Others			85/995,665	6/10/2013
13.	Custom Cutlery, Inc.	GREENTREE ENVIRONMENT FRIENDLY DINNERWARE Stylized & Design	3,780,639	4/27/2010		
14.	Direct Pack, Inc.	Pyra-Pak	4,019,900	8/30/2011		
15.	Direct Pack, Inc.	Bottlebox	3,917,690	2/8/2011		
16.	Direct Pack, Inc.	Pyrabowl	4,019,800	8/30/2011		
17.	Direct Pack, Inc.	Twist-ware			77/625,705	
18.	Direct Pack, Inc.	Bottle Bowl			77/891,423	8/9/2011
19.	Direct Pack, Inc.	Bottle Blend			77/891,431	
20.	Gedney Foods Company	Crickles (Stylized)	924,777	11/30/1971		
21.	Gedney Foods Company	Devil's Fire	2,134,812	2/3/1998		
22.	Gedney Foods Company	Gedney (Word only)	57000	10/30/2006		
23.	Gedney Foods Company	Gedney (Word only)	2,652,008	11/19/2002		
24.	Gedney Foods Company	Gedney Since 1881 (Word & Design)	2,588,605	7/2/2002		

3276286.6

A-1

**TRADEMARK  
REEL: 005460 FRAME: 0509**

25.	Gedney Foods Company	Gedney Since 1881 (Word & Design)	2,309,476	1/18/2000		
26.	Gedney Foods Company	Pickle People	2,652,281	12/16/1997		
27.	Gedney Foods Company	Sugar Loaf (word only)	897,936	9/1/1970		
28.	Gedney Foods Company	Zingers (word only)	2,259,638	7/6/1999		
29.	Gedney Foods Company	State Fair			78/076454	7/30/2001
30.	General Plastics North Corporation	Sergene	734,409	7/17/1962		
31.	General Plastics North Corporation	GP & Design	1,728,217	10/27/1992		
32.	Plastics Color Corporation	Plastics Color PMC	4894733	12/29/2005		
33.	Plastics Color Corporation	Plastics Color PMC	4894735	12/29/2005		
34.	Plastics Color Corporation	Plastics Color PMC	4894734	12/7/2005		
35.	PMC Specialties Group, Inc.	Cobratec	190461			
36.	PMC Specialties Group, Inc.	Cobratec	3046404	5/31/2005		
37.	PMC Specialties Group, Inc.	Cobratec	96634784	4/16/2008		
38.	PMC Specialties Group, Inc.	Cobratec	742412			
39.	PMC Specialties Group, Inc.	Cobratec	1017318			
40.	PMC Specialties Group, Inc.	Cobratec	112393			
41.	PMC Specialties Group, Inc.	Cobratec	887984	6/17/2000		
42.	PMC Specialties Group, Inc.	Cobratec	786511	11/30/2007		
43.	PMC Specialties Group, Inc.	Cobratec	398465	3/6/2008		
44.	PMC Specialties Group, Inc.	Cobratec	159351	5/17/2007		
45.	PMC Specialties Group, Inc.	Cobratec	878010			
46.	PMC Specialties Group, Inc.	Cobratec	792037	1/15/2008		
47.	PMC Specialties Group, Inc.	Cobratec	3211016	3/21/2004		
48.	<del>PMC Specialties Group, Inc.</del>	<del>Cobratec</del>	<del>810544717</del>	<del>6/29/1981</del>		
49.	PMC Specialties Group, Inc.	Cobratec	40946			
50.	PMC Specialties Group, Inc.	Cobratec HSA	4,425,011	10/29/2013		
51.	PMC Specialties Group, Inc.	Dyphene	0384679	1/28/2001		
52.	PMC Specialties Group, Inc.	Rejex-it	2,515,268	4/12/2001		
53.	PMC Specialties Group, Inc.	Sherbrite				
54.	PMC Specialties Group, Inc.	Syncal	1,248,036	8/16/1983		
55.	PMC Specialties Group, Inc.	Syncal	1,158,715	8/1/2012		
56.	PMC Specialties Group, Inc.	Versatyl	799,305			
57.	PMC Specialties Group, Inc.	Xbinx	1,831,032	4/19/2004		

58.	PSC Industries, Inc.	Thermo-saver	2,797,644	12/23/2003		
59.	PSC Industries, Inc.	Packaging Service PMC	4894750			
60.	<del>PSC Industries, Inc.</del>	<del>Packaging Service PMC</del>	<del>4894751</del>			
61.	PSC Industries, Inc.	Packaging Service PMC	4894746			
62.	PSC Industries, Inc.	Packaging Service PMC	4894747			
63.	PSC Industries, Inc.	Packaging Service PMC	4894748			
64.	PSC Industries, Inc.	Packaging Service PMC	4894749			
65.	PSC Industries, Inc.	PSC Industries	4894745			
66.	PSC Industries, Inc.	PSC Industries	4894744			
67.	PSC Industries, Inc.	PSC Industries	4894740			
68.	PSC Industries, Inc.	PSC Industries	4894741			
69.	PSC Industries, Inc.	PSC Industries	4894742			
70.	PSC Industries, Inc.	PSC Industries	4894743			
71.	PSC Industries, Inc.	PSC	4894756			
72.	PSC Industries, Inc.	PSC	4894757			
73.	PSC Industries, Inc.	PSC	4894752			
74.	PSC Industries, Inc.	PSC	4894753			
75.	PSC Industries, Inc.	PSC	4894754			
76.	PSC Industries, Inc.	PSC	4894755			
77.	Raschig USA, Inc.	Design of Globe	63,716	5/28/1981		
78.	Raschig USA, Inc.	Globe Design	1,216,589	11/16/1982		
79.	Raschig USA, Inc.	Jaeger Tri-Packs	1,216,588	11/16/1982		
80.	Raschig USA, Inc.	Jaeger Tri-Packs	63,661	5/28/1981		
81.	Raschig USA, Inc.	Tri-Packs	1,156,875	6/9/1981		
82.	Raschig USA, Inc.	Raschig USA, inc.			86/024,392	7/31/2013
83.	Raschig USA, Inc.	Raschig USA, inc.			86/024,396	7/31/2013
84.	Raschig USA, Inc.	Raschig USA, inc.			86/024,403	7/31/2013
85.	Raschig USA, Inc.	Raschig USA, inc.			86/024,410	7/31/2013
86.	Raschig USA, Inc.	Raschig USA, inc.			86/024,447	7/31/2013
87.	Raschig USA, Inc.	Raschig USA, inc.			86/024,429	7/31/2013
88.	Raschig USA, Inc.	Raschig USA, inc.			85/931,027	5/14/2013

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated June 23 2014, is by and between Cosrich Group, Inc., a Delaware corporation ("Cosrich"), Custom Cutlery, Inc., a Delaware corporation ("Cutlery"), Direct Pack, Inc., a Delaware corporation ("Direct"), Gedney Foods Company, a Minnesota corporation ("Gedney"), General Plastics North Corporation, a Delaware corporation ("General Plastics North"), Plastics Color Corporation, a Delaware corporation ("PCC"), PMC Specialties Group, Inc., a Delaware corporation ("Specialties"), PSC Industries, Inc., a Delaware corporation ("PSC Industries"), Raschig USA, Inc., a Delaware corporation ("Raschig", and together with Cosrich, Cutlery, Direct, Gedney, General Plastics North, PCC, Specialties, and PSC Industries, each individually a "Debtor", and collectively, jointly and severally, the "Debtors"), with their chief executive offices as set forth in each Debtors' respective signature block, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of the parties thereto as lenders and other parties as provided therein ("Agent"), having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404.

WITNESSETH:

WHEREAS, Each Debtor has adopted, used and are using, and are the owners of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtors and their affiliates as set forth in the Second Amended and Restated Loan and Security Agreement, dated as April 15, 2008, as amended by Amendment No. 1 to Second Amended and Restated Loan and Security Agreement and Consent, dated as of September 24, 2008, by Amendment No. 2 to Second Amended and Restated Loan and Security Agreement, dated as of July 15, 2010, by Amendment No. 3 to Second Amended and Restated Loan and Security Agreement, dated as of March 31, 2011, by Amendment No. 4 to Second Amended and Restated Loan and Security Agreement, dated as of September 28, 2012, by Amendment No. 5 to Second Amended and Restated Loan and Security Agreement, dated as of September 24, 2013, and by Amendment No. 6 to Second Amended and Restated Loan and Security Agreement, dated as of February 26, 2014 ("Amendment No. 6"), by and among Agent, Lenders, Debtors and certain affiliates of Debtors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to continue to induce Agent and Lenders to make loans and advances and provide other financial accommodations to Debtors pursuant thereto, each Debtor has agreed to grant to Agent, for itself and the benefit of the other Secured Parties (as defined in the Loan Agreement), certain collateral security as set forth herein;

3276286.6

TRADEMARK  
REEL: 005460 FRAME: 0512

WHEREAS, pursuant to Section 17 of the Amendment No. 6, each Debtor agrees to execute and deliver this Agreement to further evidence and perfect Agent's security interest in the trademarks identified on Exhibit A granted by the Loan Parties to the Agent.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), each Debtor hereby grants to Agent, for itself and the benefit of the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) each of the Debtors' now existing or hereafter acquired right, title, and interest in and to: (i) each of the Debtors' respective trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to each Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein); (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by the Debtors against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants and covenants with and to Agent and the other Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Each Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and each Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Each Debtor shall, at such Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) hereof.

(c) Each Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Each Debtor shall, at such Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Each Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtors do not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in the Perfection Certificate (as defined in the Loan Agreement), dated as of February 26, 2014, provided by each Debtor.

(f) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other

disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Each Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to such Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Each Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless such Debtor has given Agent thirty (30) days prior written notice of such action. If, after the date hereof, any Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, such Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) No Debtor has abandoned any of the Trademarks and each Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Each Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Each Debtor shall render any assistance, as Agent shall determine is necessary, to Agent and the other Secured Parties in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as such Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. Each Debtor shall promptly notify Agent if such Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, each Debtor, at such Debtor's expense, shall join with Agent in such action as Agent, in



Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtors assume all responsibility and liability arising from the use of their respective Trademarks and each Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Each Debtor shall promptly pay Agent and the other Secured Parties for any and all expenditures made by Agent and the other Secured Parties pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. Events of Default. All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent and the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent and the other Secured Parties shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtors nor any affiliate or subsidiary of Debtors make any use of their respective Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent, for itself and the benefit of the other Secured Parties, by Debtors or any subsidiary or affiliate of Debtors or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to any

Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to such Debtor of any proposed disposition shall be deemed reasonable notice thereof and such Debtor waives any other notice with respect thereto. Agent and the other Secured Parties shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of each Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtors, jointly and severally, agree to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Each Debtor agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtors, jointly and severally, shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall supply to Agent or to Agent's designee, such Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtors, jointly and severally, and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtors and Agent and the other Secured Parties in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtors or its property, jointly and severally, in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtors or its property, jointly and severally).

(c) Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon any Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, each Debtor shall appear in answer to such process, failing which such Debtor shall be deemed in default and judgment may be entered by Agent against such Debtor for the amount of the claim and other relief requested.

(d) EACH DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY DEBTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SUCH DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and the other Secured Parties shall not have any liability to any Debtor (whether in tort, contract, equity or otherwise) for losses suffered by any Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or any other Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Agent and the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with

the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:                   PMC Global, Inc.  
12243 Branford Street,  
Sun Valley, California 91352  
Attention: Tina Toy  
Telephone No.: 818-896-1101  
Telecopy No.: 818-897-0180

If to Agent:                   Wells Fargo Capital Finance, LLC,  
as Agent  
2450 Colorado Avenue, Suite 3000 West,  
Santa Monica, California 90404  
Attention: Dennis King  
Telephone No.: (310) 453-7220  
Telecopy No.: (866) 615-7803

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtors, Lender, Secured Party and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon each Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Agent or Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or any Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

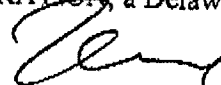
(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Debtors and Agent have executed this Agreement as of the day and year first above written.

Debtors

COSRICH GROUP, INC., a Delaware Corporation  
CUSTOM CUTLERY, INC., a Delaware Corporation  
DIRECT PACK, INC. a Delaware Corporation  
GEDNEY FOODS COMPANY, F/K/A M.A.  
GEDNEY CORPORATION, a Minnesota Corporation  
GENERAL PLASTICS NORTH CORPORATION, a Delaware Corporation  
PLASTICS COLOR CORPORATION, a Delaware Corporation  
PMC SPECIALTIES GROUP, INC., a Delaware Corporation  
PSC INDUSTRIES, INC., a Delaware Corporation  
RASCHIG USA INC., F/K/A RASCHIG JAEGER TECHNOLOGIES CORPORATION, F/K/A JAEGER PRODUCTS ACQUISITION CORPORATION, a Delaware Corporation

BY:   
TITLE: Exec. Vice President of each  
Address: 12243 Branford Street, SunValley, California 91352

WELLS FARGO CAPITAL FINANCE, LLC, as Agent and Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE §8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California  
County of Los Angeles} ss.

Subscribed and sworn to (or affirmed) before me

on this 23<sup>rd</sup> day of June, 2014.

Date Month Year

By

(1) T. C. Cheong  
Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (,) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

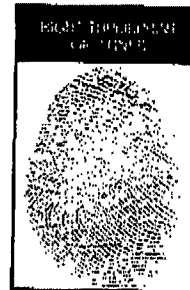


Place Notary Seal Above

Signature Trisha Ryder  
Signature of Notary

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.



Title or Type of Document: Trademark Collateral Assignment and Security Agreement  
Document Date: June 23, 2014 Number of Pages 10 (Ten)  
Signer is representing PMC Global, Inc., a Delaware Corporation

IN WITNESS WHEREOF, Debtors and Agent have executed this Agreement as of the day and year first above written.

Debtors

COSRICH GROUP, INC., a Delaware Corporation  
CUSTOM CUTLERY, INC., a Delaware Corporation  
DIRECT PACK, INC. a Delaware Corporation  
GEDNEY FOODS COMPANY, F/K/A M.A.  
GEDNEY CORPORATION, a Minnesota Corporation  
GENERAL PLASTICS NORTH CORPORATION, a Delaware Corporation  
PLASTICS COLOR CORPORATION, a Delaware Corporation  
PMC SPECIALTIES GROUP, INC., a Delaware Corporation  
PSC INDUSTRIES, INC., a Delaware Corporation  
RASCHIG USA INC., F/K/A RASCHIG JAEGER TECHNOLOGIES CORPORATION, F/K/A JAEGER PRODUCTS ACQUISITION CORPORATION, a Delaware Corporation

BY:  
TITLE: \_\_\_\_\_ of each  
Address: 12243 Branford Street, SunValley,  
California 91352

WELLS FARGO CAPITAL FINANCE, LLC, as  
Agent and Lender

By: Don King  
Title: Vice President



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

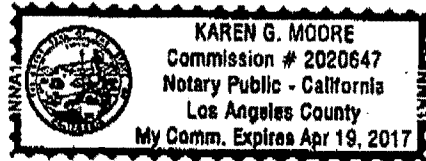
State of CALIFORNIA  
County of Los Angeles

On August 8, 2014, before me, Karen G. Moore, Notary Public, personally appeared Dennis King, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen G. Moore* (Seal)



**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

INDIVIDUALS

CORPORATE OFFICER: DENNIS KING - Vice President

PARTNERS ( ) LIMITED ( ) GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING  
WELLS FARGO CAPITAL  
FINANCE**

NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

**THIS  
CERTIFICATE  
MUST BE  
ATTACHED TO  
THE  
DOCUMENT  
DESCRIBED AT  
RIGHT:**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT: Trademark Collateral Assignment and Security Agreement

DATE OF DOCUMENT: \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE: \_\_\_\_\_

**Foreign Marks**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>App/Serial #</u></b>	<b><u>App. Dt</u></b>	<b><u>Reg. #</u></b>	<b><u>Reg. Dt</u></b>
Andorra	LERNER NEW YORK	7236	7/4/1997	6876	7/4/1997
Andorra	NY & CO AND DESIGN	14355	3/24/2000	14355	4/6/2000
Argentina	LERNER NEW YORK	2840673	7/21/2008	2306535	8/13/2009
Argentina	LERNER NEW YORK	3079174	7/15/2008	2531622	10/12/2012
Argentina	NY & CO AND DESIGN	2275341	3/21/2000	2031616	6/16/2005
Argentina	NY & CO AND DESIGN	3098039	6/28/2011	2537639	11/9/2012
Argentina	NY & CO NEW YORK & COMPANY AND DESIGN02	3177106	7/12/2012		
Aruba	NY & CO AND DESIGN	IM-2000/0316.1	3/16/2000	20455	4/11/2000
Australia	LERNER	443663	4/11/1986	B443663	7/4/1990
Australia	LERNER	443665	4/11/1986	B443665	7/4/1990
Australia	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Australia	NY & CO AND DESIGN	826672	3/7/2000	A826672	4/5/2001
Austria	LERNER NEW YORK	AM 3638/94	7/21/1994	155919	12/22/1994
Austria	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Austria	NY & CO AND DESIGN	AM 1734/2000	3/13/2000	189173	6/15/2000
Bahamas	LERNER	16594	7/15/1994	16594	12/7/1995

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Bahamas	LERNER NEW YORK	16594	7/15/1994	16594	12/7/1995
Bahamas	NY & CO AND DESIGN	22701	5/11/2000	22701	2/4/2003
Bahamas	NY & CO AND DESIGN	22702	5/11/2000	22702	2/17/2003
Bahamas	NY & CO AND DESIGN	22703	5/11/2000	22703	3/26/2009
Bahrain	NEW YORK & COMPANY	61028	11/13/2007	61028	3/23/2011
Bahrain	NEW YORK & COMPANY	61029	11/13/2007	TM61029	6/16/2010
Bahrain	NEW YORK & COMPANY	61030	11/13/2007	TM61030	6/16/2010
Bahrain	NEW YORK & COMPANY	61031	11/13/2007	TM61031	6/16/2010
Bahrain	NY & CO AND DESIGN	1112/2000	5/15/2000	27598	4/7/2003
Bahrain	NY & CO AND DESIGN	1110/2000	5/15/2000	SM3627	11/19/2001
Bahrain	NY & CO. AND RECTANGULAR DESIGN	1111/2000	5/15/2000	27599	4/7/2003
Bangladesh	LERNER NEW YORK	40456	4/27/1994	40456	9/23/2003
Bangladesh	NY & CO AND DESIGN	64231	4/2/2000		
Bangladesh	NY & CO AND DESIGN	64232	4/2/2000		
Bangladesh	NY & CO AND DESIGN	64227	4/2/2000		
Barbados	NY & CO AND DESIGN		3/24/2000	81/015098	11/27/2000

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Barbados	NY & CO AND DESIGN		3/24/2000	81/15099	11/27/2000
Barbados	NY & CO AND DESIGN		3/24/2000	81/015100	11/27/2000
Benelux	LERNER	684304	6/3/1986	418590	6/3/1986
Benelux	LERNER		1/7/1987	424555	1/7/1987
Benelux	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Benelux	NY & CO AND DESIGN	961522	4/4/2000	682310	8/1/2001
Bermuda	NY & CO AND DESIGN	31617	3/23/2000	31617	1/30/2002
Bermuda	NY & CO AND DESIGN	31618	3/23/2000	31618	1/30/2002
Bermuda	NY & CO AND DESIGN	31619	3/23/2000	31619	1/30/2002
Bolivia	LERNER		4/9/1986	A-51353	6/23/1987
Bolivia	LERNER		4/9/1986	81959-A	6/23/1987
Bolivia	NY & CO AND DESIGN		4/18/2000	78520	3/27/2001
Bolivia	NY & CO AND DESIGN		4/18/2000	78519	3/27/2001
Bolivia	NY & CO AND DESIGN		4/18/2000	78518	3/27/2001
Brazil	LERNER	812694384	7/10/1986	812694384	10/30/1990
Brazil	LERNER	819174602	4/15/1996	819174602	10/6/1998
Brazil	LERNER	812694376	7/10/1986	812694376	2/25/1997
Brazil	NEW YORK & COMPANY02	831247053	10/24/2011		
Brazil	NEW YORK &	831247070	10/24/2011		

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	COMPANY02				
Brazil	NY & CO	822421747	1/28/2000		
Brazil	NY & CO	822421763	1/28/2000	822421763	12/6/2005
Bulgaria	LERNER NEW YORK	26937	4/13/1994	26627	8/24/1995
Bulgaria	LERNER NEW YORK	26938	4/13/1994	4341Y	8/24/1995
Bulgaria	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Bulgaria	NY & CO AND DESIGN	49225	3/14/2000	40296	7/25/2001
Cambodia (Kampuchea)	NEW YORK & COMPANY	19938/04	1/19/2004	KH/20237/04	9/9/2004
Cambodia (Kampuchea)	NEW YORK & COMPANY	19939/04	1/19/2004	KH/20238/04	9/9/2004
Cambodia (Kampuchea)	NEW YORK & COMPANY	19940/04	1/19/2004	20239/04	9/9/2004
Canada	CITY STRETCH	1489606	7/22/2010	882661	7/23/2014
Canada	LERNER	423797	4/21/1978	262235	9/4/1981
Canada	LERNER	423798	4/21/1978	262236	9/4/1981
Canada	NEW YORK & COMPANY	1487263	7/2/2010	880324	6/18/2014
Chile	LERNER	347474	6/19/1986	778705	10/7/1996
Chile	LERNER		6/19/1986	777132	10/7/1996
Chile	LERNER		1/7/1987	798392	4/9/1987
Chile	NY & CO AND DESIGN	489690	6/9/2000	1079159	9/16/2003
Chile	NY & CO AND DESIGN	488772	6/2/2000	1046869	8/8/2003

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
China (People's Republic Of)	LERNER	93/068880	8/14/1993	776376	1/21/1995
China (People's Republic Of)	LERNER		10/7/1986	288874	5/30/1987
China (People's Republic Of)	NY & C AND DESIGN02	12965762	7/24/2013		
China (People's Republic Of)	NY & C AND DESIGN02	12965761	7/24/2013		
China (People's Republic Of)	NY & CO AND DESIGN	2000047617	4/13/2000	1595953	6/28/2001
China (People's Republic Of)	NY & CO AND DESIGN	2000047616	4/13/2000	1589200	6/21/2001
China (People's Republic Of)	NY & CO AND DESIGN	2000047615	4/13/2000	1596375	7/7/2001
Colombia	LERNER	255743	4/29/1986	127086	12/14/1989
Colombia	LERNER NEW YORK	024439	6/7/1994	173073	1/25/1995
Colombia	NY & CO AND DESIGN	26584	4/11/2000	233704	3/29/2001
Colombia	NY & CO AND DESIGN	26582	4/11/2000	233702	3/29/2001
Colombia	NY & CO AND DESIGN	26583	4/11/2000	233703	3/29/2001
Colombia	NY & CO AND DESIGN	09-001130	1/7/2009	383092	7/16/2009
Costa Rica	LERNER	89911	8/22/1994	90099	2/6/1995
Costa Rica	LERNER NEW YORK AND DESIGN	89970	8/22/1994	90104	2/6/1995
Costa Rica	NY & CO AND DESIGN	2002-346	1/17/2002	170195	9/14/2007
Czech Republic	NEW YORK &	926844	1/3/2007	926844	7/19/2007

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	COMPANY				
Czech Republic	NY & CO AND DESIGN	153799	3/31/2000	234336	6/25/2001
Denmark	LERNER	2709-1986	4/24/1986	VR 198801685	4/25/1988
Denmark	LERNER	2887-1987	5/6/1987	VR198902052	5/5/1989
Denmark	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Denmark	NY & CO AND DESIGN	VA 2000 01315	3/23/2000	VR 2000 02381	5/31/2000
Dominican Republic	LERNER NEW YORK	26326	7/7/1994	74353	10/15/1994
Dominican Republic	NEW YORK & COMPANY	2007-22845	4/9/2007	161627	7/17/2007
Dominican Republic	NY & CO AND DESIGN	19087	4/12/2000	114250	8/15/2000
Dominican Republic	NY & CO AND DESIGN	19085	4/12/2000	114278	8/15/2000
Dominican Republic	NY & CO AND DESIGN	19086	4/12/2000	114334	8/30/2000
Ecuador	LERNER NEW YORK	48351	6/17/1994	699-IEPI	11/10/1995
Ecuador	LERNER NEW YORK	48349	6/17/1994	705-IEPI	11/16/1995
Ecuador	NY & CO AND DESIGN	103585	4/28/2000	3022-IEPI	8/28/2000
Ecuador	NY & CO AND DESIGN	103586	4/28/2000	3023-IEPI	8/28/2000
Ecuador	NY & CO AND DESIGN	103584	4/28/2000	3021-IEPI	8/10/2000
Egypt	LERNER NEW YORK	144516	8/13/2001	144516	10/10/2006

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0530**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Egypt	NEW YORK & COMPANY	195561	1/10/2007	195561	6/5/2008
Egypt	NEW YORK & COMPANY	195562	1/10/2007	195562	6/5/2008
Egypt	NEW YORK & COMPANY	203433	7/1/2007	203433	3/11/2009
Egypt	NEW YORK & COMPANY	203434	7/1/2007	203434	9/15/2009
Egypt	NY & CO AND DESIGN	132741	5/10/2000	132741	11/9/2004
Egypt	NY & CO AND DESIGN	132739	5/10/2000	132739	1/15/2005
Egypt	NY & CO AND DESIGN	132740	5/10/2000	132740	12/12/2004
El Salvador	LERNER NEW YORK	1566/94	5/2/1994	69 Book 107	6/23/2000
El Salvador	LERNER NEW YORK	1568/94	5/2/1994	3 Book 49 Pages	2/17/1997
El Salvador	LERNER NEW YORK	1567/94	5/2/1994	237 Book 104 P	5/25/2000
El Salvador	LERNER NEW YORK	1564/94	5/2/1994	105 Book104	5/16/2000
El Salvador	NY & CO AND DESIGN	2306/2000	3/28/2000	109 Book 187	10/13/2004
El Salvador	NY & CO AND DESIGN	2304/2000	3/28/2000	108 Book 187	10/13/2004
European Union	LERNER NEW YORK	325431	8/13/1996	325431	12/4/1998
European Union	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Finland	LERNER NEW YORK	3154/94	6/21/1994	140801	11/20/1995

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0531**



<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Finland	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Finland	NY & CO AND DESIGN	T200000859	3/14/2000	219910	12/29/2000
France	LERNER		5/22/1986	1355689	5/22/1986
France	LERNER		7/21/1986	1386464	7/21/1986
France	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
France	NY & CO AND DESIGN	00 3015839	3/21/2000	00 3015839	3/21/2000
Gaza District	LERNER NEW YORK	4903	7/24/1997	4903	6/3/1998
Gaza District	LERNER NEW YORK	4904	7/24/1997	4904	6/3/1998
Gaza District	NY & CO AND DESIGN	6991	3/30/2000	6991	8/4/2001
Gaza District	NY & CO AND DESIGN	6992	3/30/2000	6992	8/4/2001
Gaza District	NY & CO AND DESIGN	6993	3/30/2000	6993	8/4/2001
Germany	LERNER	L 29287/25 Wz	7/28/1986	1103100	4/3/1987
Germany	LERNER NEW YORK	395 46 914.7	11/17/1995	395 46 914	7/3/1996
Germany	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Germany	NY & CO AND DESIGN	300 19 077.8/03	3/13/2000	300 19 077	10/16/2000
Greece	LERNER		7/2/1986	83091	4/18/1989
Greece	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Guatemala	LERNER			115671	2/21/2002

3484010 4

**TRADEMARK**  
**REEL: 005460 FRAME: 0532**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Guatemala	LERNER NEW YORK		4/21/1994	78737	4/30/1996
Guatemala	NEW YORK & COMPANY	2245-07	3/15/2007	153288	11/26/2007
Guatemala	NEW YORK & COMPANY	2244-07	3/15/2007	153277	11/26/2007
Guatemala	NY & CO AND DESIGN			108877	1/19/2001
Guatemala	NY & CO AND DESIGN			108906	1/22/2001
Guatemala	NY & CO AND DESIGN			108908	1/22/2001
Haiti	LERNER NEW YORK		6/17/1994	39/152	10/15/1996
Haiti	LERNER NEW YORK		6/17/1994	40/152	10/15/1996
Haiti	NY & CO AND DESIGN	316-V	3/24/2000	103/171	1/30/2001
Haiti	NY & CO AND DESIGN	322-V	3/24/2000	101/171	1/30/2001
Haiti	NY & CO AND DESIGN	315-V	3/24/2000	102/171	1/30/2001
Honduras	LERNER NEW YORK	2770/94	4/13/1994	61511	5/12/1995
Honduras	LERNER NEW YORK	2771/94	4/13/1994	1935	1/12/1995
Honduras	NY & CO AND DESIGN	5726/2000	4/10/2000	80240	12/27/2000
Honduras	NY & CO. AND DESIGN	5725/2000	4/10/2000	80064	12/13/2000
Honduras	NY & CO. AND DESIGN	5724/2000	4/10/2000	7341	12/27/2000

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Hong Kong	LEARNER	12445/1995	10/4/1995	B10848/1997	11/5/1997
Hong Kong	LEARNER		9/30/1987	1989B0781	3/17/1989
Hong Kong	NY & CO AND DESIGN	5222/2000	4/4/2003	300126116AA	12/29/2003
Hungary	LERNER		5/26/1986	126001	2/6/1987
Hungary	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Hungary	NY & CO AND DESIGN	M0001545	3/17/2000	172142	9/23/2002
India	LERNER NEW YORK	625620	4/19/1994	625620	7/15/2003
India	NEW YORK & COMPANY	1523588	1/15/2007		
India	NY & CO AND DESIGN	912079	3/24/2000	912079	1/29/2007
India	NY & CO AND DESIGN	912077	3/24/2000	912077	10/21/2005
India	NY & CO AND DESIGN	912078	3/24/2000	912078	2/2/2006
India	NY & CO AND DESIGN	1250055	11/17/2003	1250055	12/29/2005
Indonesia	LERNER	D96-9111	5/7/1996	IDM000113209	8/15/1997
Indonesia	LERNER NEW YORK	J00-2004-05091-05134	3/1/2004	IDM000050333	9/14/2005
Indonesia	NEW YORK & COMPANY	J00-2007-001249	1/15/2007	IDM000172992	8/11/2008
Indonesia	NEW YORK & COMPANY	D00-2007-001248	1/15/2007	IDM000172991	8/11/2008
Indonesia	NY & CO AND DESIGN	DOO-5125	5/29/2000	IDM000308812	6/21/2001
Indonesia	NY & CO AND	D00.5126	5/29/2000	IDM000243515	5/25/2001

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0534**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	DESIGN				
Indonesia	NY & CO and Design	J00-5127	5/29/2000	IDM000243517	5/25/2001
Ireland	LERNER NEW YORK	94/3591	6/14/1994	161697	11/23/1995
Ireland	LERNER NEW YORK	95/3611	7/1/1996	205951	7/7/1999
Ireland	LERNER NEW YORK	98/3073	7/28/1998	210091	4/27/2000
Ireland	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Ireland	NY & CO AND DESIGN	2000/00926	3/20/2000	222496	9/11/2002
Israel	LERNER NEW YORK	92118	4/12/1994	92118	5/1/1996
Israel	LERNER NEW YORK	92119	4/12/1994	92119	5/1/1996
Israel	NY & CO AND DESIGN	136075	3/21/2000	136075	9/5/2001
Israel	NY & CO AND DESIGN	136076	3/21/2000	136076	9/5/2001
Israel	NY & CO AND DESIGN	136077	3/21/2000	136077	9/5/2001
Italy	LERNER		7/4/1986	1215532	3/18/1987
Italy	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Italy	NY & CO AND DESIGN	M12000C003247	3/21/2000	1291543	3/26/2008
Jamaica	NY & CO and Design	3/4078	3/16/2000	38732	5/14/2002
Jamaica	NY & CO and Design	16/3001	3/16/2000	38708	5/15/2002

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0535**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Jamaica	NY & CO and Design	25/2269	3/16/2000	38769	6/11/2002
Jamaica	NY & CO AND DESIGN	41390	10/12/2001	41390	5/16/2003
Japan	LERNER		5/15/1986	2114688	2/21/1989
Japan	LERNER NEW YORK	73507/94	7/20/1994	3357873	11/7/1997
Japan	LERNER NEW YORK	73508/94	7/20/1994	3352532	10/17/1997
Japan	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Japan	NY & CO AND DESIGN	2000-038466	3/22/2000	4477894	5/25/2001
Japan	NY & CO AND DESIGN	2000-038465	3/22/2000	4446389	1/19/2001
Jordan	LERNER NEW YORK	35872	8/15/1994	35872	6/29/1995
Jordan	LERNER NEW YORK	61905	5/11/2000	61905	10/27/2002
Jordan	NEW YORK & COMPANY	94189	7/19/2007	94189	4/10/2008
Jordan	NEW YORK & COMPANY	94230	7/19/2007	94230	4/10/2008
Jordan	NEW YORK & COMPANY	93878	7/19/2007	93878	3/9/2008
Jordan	NEW YORK & COMPANY	94188	7/19/2007	94188	4/10/2008
Jordan	NY & CO AND DESIGN	61448	5/11/2000	61448	9/15/2002
Jordan	NY & CO AND DESIGN	57894	5/11/2000	57894	12/10/2001
Jordan	NY & CO AND	57893	5/11/2000	57893	12/10/2001

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	DESIGN				
Kenya	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Kosovo	LERNER		5/14/1986	1811	9/5/1988
Kosovo	NEW YORK & COMPANY		1/3/2007	5914	10/5/2011
Kosovo	NY & CO AND DESIGN	6780	4/14/2000	3353	11/18/2008
Kuwait	NEW YORK & COMPANY	89088	10/16/2007	76295	1/18/2009
Kuwait	NEW YORK & COMPANY	89089	10/16/2007	74549	12/7/2008
Kuwait	NEW YORK & COMPANY	89090	10/16/2007	74550	12/7/2008
Kuwait	NEW YORK & COMPANY	89091	10/16/2007	76296	1/18/2009
Kuwait	NY & CO AND DESIGN	47028	6/21/2000	44249	5/7/2003
Kuwait	NY & CO AND DESIGN	47029	6/21/2000	44248	5/7/2003
Kuwait	NY & CO. AND RECTANGULAR DESIGN	47030	6/21/2000	44247	5/5/2003
Lebanon	NEW YORK & COMPANY IN LATIN CHARACTERS		7/16/2007	111931	7/16/2007
Lesotho	NEW YORK & COMPANY	LS/M/04/00156	1/21/2004	LS/M/04/00156	7/19/2005
Macao	LERNER NEW YORK	13.526-M	4/18/1994	13.526-M	4/12/1995
Macao	LERNER NEW YORK	13.527-M	4/18/1994	13.527-M	4/12/1995

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Macao	NEW YORK & COMPANY	N/28945	5/21/2007	N/28945	7/24/2009
Macao	NEW YORK & COMPANY	N/28944	5/21/2007	N/28944	7/24/2009
Madagascar	NEW YORK & COMPANY	2004/0059	2/13/2004	0292/13	1/3/2005
Malaysia	LERNER NEW YORK	94/07748	8/27/1994	94/07748	10/11/1996
Malaysia	LERNER NEW YORK	97/18386	12/1/1997	97018386	3/30/2002
Malaysia	NY & CO AND DESIGN	2000/05121	4/25/2000		
Mauritius	LERNER		6/19/1986	A/27 No. 112	10/30/1986
Mauritius	NY & CO AND DESIGN		4/6/2000	A/47 No. 235	2/25/2002
Mexico	LERNER	790486	6/23/2006	946937	7/31/2006
Mexico	LERNER	996433	3/19/2009	1130097	11/11/2009
Mexico	NEW YORK & COMPANY	1062106	1/22/2010	1205548	3/8/2011
Mexico	NEW YORK & COMPANY	1062108	1/22/2010	1175364	8/24/2010
Mexico	NEW YORK & COMPANY	1188351	6/21/2011	1288383	5/31/2012
Mexico	NEW YORK & COMPANY AND DESIGN	1344907	1/31/2013	1369770	5/23/2013
Mexico	NY & CO	1039891	10/9/2009	1128806	10/29/2009
Mexico	NY & CO NEW YORK & COMPANY AND DESIGN	1343463	1/28/2013	1430148	1/28/2014
Mexico	NY & CO NEW YORK &	1256733	3/9/2012	1346867	2/7/2013

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	COMPANY AND DESIGN02				
Mexico	NY&CO	289480	3/12/1997	546571	4/24/1997
Monaco	NY & CO AND DESIGN	21707	4/25/2000	R00.21473	6/20/2000
Mongolia	NEW YORK & COMPANY	4923	1/16/2004	4870	1/16/2004
Montenegro (Republic of)	LERNER		5/14/1986	04145PP	9/5/1988
Montenegro (Republic of)	LERNER		5/14/1986	04145PP	9/5/1988
Montenegro (Republic of)	NY & CO AND DESIGN	Z-358/2000	4/14/2000	06006PP	12/1/2003
Morocco	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Morocco	NY & CO AND DESIGN	72818	3/20/2000	72818	6/28/2000
Nepal	LERNER NEW YORK			11377/052	2/16/1996
Nepal	LERNER NEW YORK			11518/052	4/11/1996
Nepal	LERNER NEW YORK			11519/052	4/11/1996
Nepal	LERNER NEW YORK			11520/052	4/11/1996
Nepal	NY & CO.			15414/057	6/15/2000
New Zealand	LERNER NEW YORK	238130	6/21/1994	238130	4/15/1997
New Zealand	LERNER NEW YORK	238131	6/21/1994	238131	4/15/1997
New Zealand	NY & CO AND DESIGN	610336	3/14/2000	610336	9/14/2000

3484010 4



<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
New Zealand	NY & CO AND DESIGN	610337	3/14/2000	610337	9/14/2000
New Zealand	NY & CO AND DESIGN	610338	3/14/2000	610338	9/14/2000
Nicaragua	LERNER		10/3/1994	27890	3/7/1995
Nicaragua	LERNER NEW YORK	2007-04153	11/15/2007	0802197 LM	8/27/2008
Nicaragua	NY & CO AND DESIGN	2000/01852	4/27/2000	51053	9/11/2001
Nicaragua	NY & CO AND DESIGN	2000/01851	4/27/2000	51054	9/11/2001
Nicaragua	NY & CO AND DESIGN	2000/01853	4/27/2000	51052	9/11/2001
Norway	LERNER		4/11/1986	129602	7/23/1987
Norway	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Norway	NY & CO AND DESIGN	2000 03114	3/15/2000	206761	2/1/2001
Oman	NEW YORK & COMPANY		11/30/2007	964551 (1R)	6/19/2008
Oman	NY & CO AND DESIGN	22476	5/15/2000	22476	6/12/2004
Oman	NY & CO AND DESIGN	22477	5/15/2000	22477	8/1/2004
Oman	NY & CO AND DESIGN	22478	5/15/2000	22478	6/12/2004
Oman	NY & CO AND DESIGN	22479	5/15/2000	22479	6/12/2004
Pakistan	NY & CO AND DESIGN	162207	4/13/2000	162207	12/28/2006
Pakistan	NY & CO AND DESIGN	161736	3/21/2000		

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0540**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Pakistan	NY & CO AND DESIGN	161735	3/21/2000		
Pakistan	NY & CO AND DESIGN	201229	9/21/2004	201229	6/15/2012
Panama	LERNER		3/10/1987	43689-02	11/24/1987
Panama	LERNER		3/10/1987	43690	11/24/1987
Panama	LERNER		3/10/1987	43691	11/24/1987
Panama	LERNER		3/11/1987	43695	11/24/1987
Panama	NY & CO AND DESIGN	109369	8/11/2000	109369	10/15/2001
Panama	NY & CO AND DESIGN	109370	8/11/2000	109370	3/22/2005
Panama	NY & CO AND DESIGN	109371	8/11/2000	109371	10/15/2001
Paraguay	LERNER		6/19/1986	292153	10/28/1986
Paraguay	LERNER		6/19/1986	292154	10/28/1986
Paraguay	NY & CO and Design	8507-2000	4/13/2000	355641	9/10/2001
Paraguay	NY & CO and Design	8506-2000	4/13/2000	355640	9/10/2001
Paraguay	NY & CO and Design	8508-2000	4/13/2000	355642	9/10/2001
Peru	LERNER NEW YORK	250581	9/13/1994	003318	1/18/1995
Peru	LERNER NEW YORK	247082	7/19/1994	11223	11/3/1994
Peru	LERNER NEW YORK	136777	10/22/2001	28269	1/16/2002
Peru	NEW YORK & COMPANY	310827	4/4/2007	135225	1/11/2008

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Peru	NEW YORK & COMPANY	310828	4/4/2007	47353	9/6/2007
Peru	NY & CO AND DESIGN	105816	5/9/2000	66068	9/8/2000
Peru	NY & CO AND DESIGN	106505-2000	5/18/2000	78796	3/11/2002
Philippines	NEW YORK & COMPANY	4-2007-000374	1/11/2007	4-2007-000374	11/11/2007
Poland	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Poland	NY & CO AND DESIGN	Z-216047	3/29/2000	149292	12/15/2003
Portugal	LERNER	234716	5/5/1986	234716	12/3/1991
Portugal	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Portugal	NY & CO AND DESIGN	344857	3/17/2000	344857	3/22/2001
Puerto Rico	LERNER		7/24/1986	27285	12/23/1986
Puerto Rico	LERNER		7/24/1986	27286	12/23/1986
Puerto Rico	LERNER		5/15/1990	7507	3/10/1987
Puerto Rico	LERNER	76810	6/16/2011		
Puerto Rico	LERNER	76809	6/16/2011		
Puerto Rico	LERNER	76808	6/16/2011		
Puerto Rico	NEW YORK & COMPANY	79873	3/26/2012		
Puerto Rico	NEW YORK & COMPANY	79875	3/26/2012		
Puerto Rico	NEW YORK & COMPANY	79874	3/26/2012		
Puerto Rico	NEW YORK &	80214	5/1/2012		

3484010 4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	COMPANY				
Puerto Rico	NEW YORK & COMPANY	80213	5/1/2012		
Puerto Rico	NEW YORK & COMPANY	80217	5/1/2012		
Puerto Rico	NEW YORK & COMPANY	80215	5/1/2012		
Puerto Rico	NEW YORK & COMPANY	80216	5/1/2012		
Qatar	NEW YORK & COMPANY	43197	2/12/2007	43197	9/14/2009
Qatar	NEW YORK & COMPANY	43198	2/12/2007	43198	11/18/2009
Qatar	NEW YORK & COMPANY	45644	7/16/2007	45644	4/28/2009
Qatar	NEW YORK & COMPANY	45645	7/16/2007	45645	4/28/2009
Qatar	NY & CO AND DESIGN	22572	4/1/2000	22572	7/5/2007
Qatar	NY & CO AND DESIGN	22570	4/1/2000	22570	7/5/2007
Qatar	NY & CO AND DESIGN	22571	4/1/2000	22571	7/5/2007
Romania	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Romania	NY & CO AND DESIGN	M 2000 01204	3/14/2000	R042317	3/14/2000
Russian Federation	LERNER NEW YORK	94019044	6/1/1994	134936	11/24/1995
Russian Federation	NY & CO AND DESIGN	2000705692	3/15/2000	217209	7/17/2002
Saudi Arabia	NEW YORK &	119239	7/4/2007	1322/19	2/4/2012

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	COMPANY				
Saudi Arabia	NEW YORK & COMPANY	119240	7/4/2007	1322/20	2/4/2012
Saudi Arabia	NEW YORK & COMPANY	119241	7/4/2007	1322/21	2/4/2012
Saudi Arabia	NEW YORK & COMPANY	119242	7/4/2007	1322/22	2/4/2012
Saudi Arabia	NY & CO AND DESIGN	64157	5/1/2000	572/64	5/29/2001
Saudi Arabia	NY & CO AND DESIGN	64048	4/26/2000	742/33	8/25/2004
Saudi Arabia	NY & CO AND DESIGN	64049	4/26/2000	742/34	8/25/2004
Serbia (Republic of)	LERNER		5/14/1986	32063	9/5/1988
Serbia (Republic of)	NY & CO AND DESIGN	Z-358/2000	4/14/2000	46538	12/1/2003
Serbia and Montenegro	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Singapore	LERNER NEW YORK	10330/96	9/26/1996	T96/10330G	9/26/1996
Singapore	LERNER NEW YORK	T99/004701	1/15/1999	T99004701	1/15/1999
Singapore	LERNER NEW YORK AND LADY DESIGN	448/97	1/15/1997	T97/00448E	1/15/1997
Singapore	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Singapore	NY & CO AND DESIGN	T00/04987Z	3/28/2000	T00/04987Z	10/28/2002
Singapore	NY & CO AND DESIGN	T00/04986A	3/28/2000	T00/04986A	3/28/2000
Singapore	NY & CO AND	T00/04988H	3/28/2000	T00/04988H	2/13/2003

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
	DESIGN				
Slovak Republic	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Slovak Republic	NY & CO AND DESIGN	POZ 1318-2000	5/2/2000	196141	7/16/2001
South Africa	LERNER	2000/02683	2/21/2000	2000/02683	7/11/2003
South Africa	NEW YORK & COMPANY	2007/00437	1/9/2007	2007/00437	5/20/2010
South Africa	NEW YORK & COMPANY	2007/00438	1/9/2007	2007/00438	5/20/2010
South Africa	NY & CO AND DESIGN	2000/04509	3/14/2000	2000/04509	2/18/2005
South Africa	NY & CO AND DESIGN	2000/04510	3/14/2000	2000/04510	2/18/2005
South Africa	NY & CO AND DESIGN	2000/04511	3/14/2000	2000/04511	2/18/2005
South Korea	LERNER	86-734	5/14/1986	7100	6/10/1987
South Korea	LERNER	86-8748	5/14/1986	143701	7/30/1987
South Korea	LERNER NEW YORK	93-2091	4/20/1993	32539	7/29/1996
South Korea	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
South Korea	NY & CO AND DESIGN	2000-1324	3/21/2000	5471	5/29/2002
Spain	LERNER	1188761	4/7/1987	1188761	10/2/1989
Spain	LERNER NEW YORK	1910655	6/27/1994	1910655	3/5/1995
Spain	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Spain	NY & CO AND DESIGN	2302982	3/24/2000	2302982	2/5/2001

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0545**

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Spain	NY & CO AND DESIGN	2302983	3/24/2000	2302983	2/5/2001
Spain	NY & CO AND DESIGN	2302984	3/24/2000	2302984	4/20/2001
Sri Lanka	LERNER	51351	5/14/1986	51351	3/19/1992
Sri Lanka	LERNER	51353	5/14/1986	51353	9/10/1990
Sri Lanka	NEW YORK & COMPANY	137090	1/12/2007	137090	12/13/2013
Sri Lanka	NEW YORK & COMPANY	137091	1/12/2007		
Sri Lanka	NY & CO AND DESIGN	96999	3/23/2000	96999	4/28/2006
Sri Lanka	NY & CO AND DESIGN	96998	3/23/2000	96998	9/14/2004
Sri Lanka	NY & CO AND DESIGN	96996	3/23/2000	96996	11/17/2011
Sweden	LERNER NEW YORK	94-06793	6/29/1994	302523	6/2/1995
Sweden	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Sweden	NY & CO AND DESIGN	00-02356	3/23/2000	348299	8/31/2001
Switzerland	LERNER		6/4/1986	P348915	11/21/1986
Switzerland	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Switzerland	NY & CO AND DESIGN	02987/2000	3/14/2000	477497	10/26/2000
Taiwan	LERNER	85053968	10/23/1996	783341	11/1/1997
Taiwan	LERNER	85053969	10/23/1996	774403	9/1/1997
Taiwan	LERNER	78021889		492681	8/1/1990

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Taiwan	LERNER	89007339	2/14/2000	942268	6/1/2001
Taiwan	LERNER NEW YORK	84065884	12/30/1995	91398	6/1/1997
Taiwan	NEW YORK & COMPANY	96036175	3/9/2006	1388625	12/1/2009
Taiwan	NEW YORK & COMPANY	96001392	1/10/2007	1388624	12/1/2009
Taiwan	NEW YORK & COMPANY	96036176	3/9/2006	1388626	12/1/2009
Taiwan	NY & CO AND DESIGN	89016393	3/27/2000	991763	4/1/2002
Taiwan	NY & CO AND DESIGN	89016385	3/27/2000	150290	10/16/2001
Thailand	LERNER	309914	6/13/1986	46404	12/30/1986
Thailand	NY & CO AND DESIGN	415518	3/28/2000	148214	11/22/2001
Turkey	LERNER		6/15/1987	100004	6/15/1987
Turkey	NEW YORK & COMPANY	2004/01330	1/21/2004	2004/01330	1/21/2004
Ukraine	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Ukraine	NY & CO AND DESIGN	2000041478	4/11/2000	26696	8/15/2002
United Arab Emirates	LERNER NEW YORK	8902	12/25/1994	8166	12/22/1996
United Arab Emirates	LERNER NEW YORK	8903	12/25/1994	7442	12/22/1996
United Arab Emirates	NEW YORK & COMPANY	97119	7/5/2007	95256	6/9/2009
United Arab Emirates	NEW YORK & COMPANY	97120	7/5/2007	95257	6/9/2010

3484010.4

**TRADEMARK**  
**REEL: 005460 FRAME: 0547**



<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
United Arab Emirates	NEW YORK & COMPANY	97121	7/5/2007	95258	6/9/2009
United Arab Emirates	NEW YORK & COMPANY	97122	7/5/2007	95259	6/9/2009
United Arab Emirates	NY & CO AND DESIGN	36973	6/18/2000	28862	10/15/2001
United Arab Emirates	NY & CO AND DESIGN	36971	6/18/2000	28860	10/15/2001
United Arab Emirates	NY & CO AND DESIGN	36972	6/18/2000	28861	10/15/2001
United Kingdom	LERNER	2025502	6/29/1995	2025502	1/3/1997
United Kingdom	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
United Kingdom	NY & CO AND DESIGN	2225601	3/13/2000	2225601	8/25/2000
Uruguay	LERNER		5/20/1986	381580	10/13/1987
Uruguay	NY & CO AND DESIGN	321188	3/14/2000	321188	10/10/2000
Venezuela	LERNER NEW YORK	1994-007935	6/16/1994	P-231269	9/10/1999
Venezuela	LERNER NEW YORK	1994-007936	6/3/1994	S-016607	1/13/2000
Venezuela	NY & CO AND DESIGN	2000-001738	2/7/2000		
Venezuela	NY & CO AND DESIGN	2000-001739	2/7/2000		
Venezuela	NY & CO AND DESIGN	2000-001737	2/7/2000		
Vietnam	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
Vietnam	NY & CO AND DESIGN	45632	3/14/2000	37733	7/11/2001

3484010.4

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
Virgin Islands (US)	LERNER		4/2/1996	7559	4/2/1996
Virgin Islands (US)	LERNER NEW YORK			7915	9/1/2011
West Bank	LERNER NEW YORK	5509	8/30/1997	5509	9/11/2001
West Bank	LERNER NEW YORK	5510	8/30/1997	5510	9/11/2001
West Bank	NY & CO AND DESIGN	8056	4/5/2000	8056	12/1/2004
West Bank	NY & CO AND DESIGN	8058	4/5/2000	8058	12/1/2004
West Bank	NY & CO AND DESIGN	8057	4/5/2000	8057	12/1/2004
WIPO	NEW YORK & COMPANY	926844	1/3/2007	926844	7/19/2007
WIPO	NEW YORK & COMPANY	964551	11/30/2007	964551	6/19/2008
Zimbabwe	NY & CO AND DESIGN	375/2000	3/28/2000	375/2000	10/7/2002
Zimbabwe	NY & CO AND DESIGN	377/2000	3/28/2000	377/2000	10/7/2002
Zimbabwe	NY & CO AND DESIGN	376/2000	3/28/2000	376/2000	10/7/2002



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE §8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California  
County of Los Angeles) ss.

Subscribed and sworn to (or affirmed) before me

on this 23<sup>rd</sup> day of June, 2014.

Date Month Year

By

(1) T. C. Cheong  
Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.) (and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Place Notary Seal Above

Signature Trisha Ryder  
Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Title or Type of Document: Trademark Collateral Assignment and Security Agreement  
SPECIAL POWER OF ATTORNEY (TRADEMARKS)

Document Date: June 23, 2014 Number of Pages 1 (One)

Signer is representing PMC Global, Inc., a Delaware Corporation

