

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CVSL INC.		11/20/2015	CORPORATION: FLORIDA
UPPERCASE ACQUISITION, INC.		11/20/2015	CORPORATION: TEXAS
HAPPENINGS COMMUNICATIONS GROUP, INC.		11/20/2015	CORPORATION: TEXAS
SPICE JAZZ LLC		11/20/2015	LIMITED LIABILITY COMPANY:
THE LONGABERGER COMPANY		11/20/2015	COMPANY: TEXAS
PAPERLY, INC.		11/20/2015	CORPORATION: TEXAS
AGEL ENTERPRISES INC.		11/20/2015	CORPORATION: TEXAS
CVSL TBT LLC		11/20/2015	LIMITED LIABILITY COMPANY: TEXAS
AGEL AGILITY, LLC		11/20/2015	LIMITED LIABILITY COMPANY: TEXAS
TMRCL HOLDINGS LLC		11/20/2015	LIMITED LIABILITY COMPANY: TEXAS
TMRCL HOLDINGS COMPANY		11/20/2015	COMPANY: TEXAS
C3 PULSE TECHNOLOGIES, LLC		11/20/2015	LIMITED LIABILITY COMPANY: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	DOMINION CAPITAL LLC
<b>Street Address:</b>	341 WEST 38TH STREET
<b>Internal Address:</b>	SUITE 800
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 85

Property Type	Number	Word Mark
Registration Number:	4636013	

CH \$2140.00 4636013

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3334078	AGEL
Registration Number:	3300107	PAPERLY
Registration Number:	3695047	UL
Registration Number:	3678953	UL
Registration Number:	3678952	UL
Registration Number:	3374878	UPPERCASE LIVING
Registration Number:	3817241	UPPERCASE LIVING
Registration Number:	2638794	TOMBOY TOOLS
Registration Number:	2709112	
Registration Number:	3470923	TOOL PARTY
Registration Number:	3492385	HAMMER OUT BREAST CANCER
Registration Number:	3696675	PINK FOR POSITIVE
Registration Number:	4224877	TOOL SCHOOL
Serial Number:	86402964	PROJECT HOME
Serial Number:	86403011	MAKING YOUR VISION REAL
Registration Number:	1836823	ALL-AMERICAN COLLECTION
Registration Number:	2945373	AMERICAN CRAFT ORIGINALS
Registration Number:	3940324	AMERICAN CRAFT ORIGINALS
Registration Number:	3845970	AMERICAN HOME POTTERY
Registration Number:	1842978	
Registration Number:	2788882	BEE BASKET
Registration Number:	2089418	BEE
Registration Number:	1938746	BEE
Registration Number:	2817301	BOARDWALK
Registration Number:	2247874	BONNIE LONGABERGER
Registration Number:	2526187	CLASSIC BASKETS
Registration Number:	2948019	COLLECTORS CLUB
Registration Number:	2416608	COLLECTORS CLUB
Registration Number:	2270572	COLLECTORS CLUB
Registration Number:	2073946	COLLECTORS CLUB
Registration Number:	1946189	
Registration Number:	1858638	"HANDMADE TO BE HANDED DOWN."
Registration Number:	1836822	HEARTLAND
Registration Number:	2021439	HORIZON OF HOPE
Registration Number:	1586801	J.W. COLLECTION
Registration Number:	3119208	LONGABERGER
Registration Number:	2711463	LONGABERGER
Registration Number:	2702643	LONGABERGER

Property Type	Number	Word Mark
Registration Number:	2764456	LONGABERGER
Registration Number:	2719387	LONGABERGER
Registration Number:	2218078	LONGABERGER
Registration Number:	2218089	LONGABERGER
Registration Number:	2172615	LONGABERGER
Registration Number:	1813749	LONGABERGER
Registration Number:	3049041	LONGABERGER
Registration Number:	2349607	LONGABERGER
Registration Number:	2294739	LONGABERGER AT HOME
Registration Number:	1596466	LONGABERGER BASKETS
Registration Number:	2050552	LONGABERGER EXPRESS
Registration Number:	2410257	LONGABERGER GOLF CLUB
Registration Number:	2537864	LONGABERGER GOLF CLUB
Registration Number:	2590743	LONGABERGER GOLF CLUB
Registration Number:	2345649	LONGABERGER GOLF CLUB
Registration Number:	2637348	FORECOMM "TELECOMMUNICATIONS SIMPLIFIED"
Registration Number:	2590733	LONGABERGER GOLF CLUB
Registration Number:	2198580	LONGABERGER HEARTLAND FOODS
Registration Number:	3727264	LONGABERGER HOME
Registration Number:	2362876	LONGABERGER HOMESTEAD
Registration Number:	2349617	LONGABERGER
Registration Number:	2349619	LONGABERGER
Registration Number:	1662516	LONGABERGER POTTERY
Registration Number:	2297505	LONGABERGER POTTERY MADE IN THE U.S.A.
Registration Number:	4022061	LONGABERGER POTTERY VITRIFIED · FREEZER
Registration Number:	1907384	LONGABERGER WOODCRAFTS
Registration Number:	3782360	MADE IN AMERICA MATTERS
Registration Number:	3078622	MAY SERIES
Registration Number:	2817040	PROUDLY AMERICAN
Registration Number:	3490557	SO RACHEL
Registration Number:	3490558	SOR
Registration Number:	3490563	SOR
Registration Number:	3490562	SOR SO RACHEL BY LONGABERGER
Registration Number:	2023773	SWEETHEART BASKET
Registration Number:	3809641	TEAM SPIRIT
Registration Number:	2224046	THE PLACE
Registration Number:	4168452	TLC THE LONGABERGER COMPANY
Registration Number:	3633580	WARM.RICH.DEEP.

Property Type	Number	Word Mark
Registration Number:	2700359	WISHLIST
Registration Number:	1926875	WOVEN TRADITIONS
Registration Number:	2901495	WOVEN TRADITIONS
Registration Number:	2817089	WOVEN TRADITIONS
Registration Number:	4310482	LONGABERGER FLAMEWARE
Registration Number:	4198996	SISTERS
Registration Number:	4357234	WISHLIST
Registration Number:	4518619	LONGABERGER VITRIFIED POTTERY · FREEZER

**CORRESPONDENCE DATA**

**Fax Number:** 2023428451  
*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:** 202-342-8400  
**Email:** DCPatentDocket@KelleyDrye.com  
**Correspondent Name:** KELLEY DRYE & WARREN LLP  
**Address Line 1:** 3050 K STREET, NW  
**Address Line 2:** SUITE 400  
**Address Line 4:** WASHINGTON, D.C. 20007

<b>ATTORNEY DOCKET NUMBER:</b>	024462-0001
<b>NAME OF SUBMITTER:</b>	David R. Yohannan
<b>SIGNATURE:</b>	/s/ David R. Yohannan
<b>DATE SIGNED:</b>	12/02/2015

**Total Attachments: 20**

source=CVSL Intellectual Property Security Agreement#page1.tif  
source=CVSL Intellectual Property Security Agreement#page2.tif  
source=CVSL Intellectual Property Security Agreement#page3.tif  
source=CVSL Intellectual Property Security Agreement#page4.tif  
source=CVSL Intellectual Property Security Agreement#page5.tif  
source=CVSL Intellectual Property Security Agreement#page6.tif  
source=CVSL Intellectual Property Security Agreement#page7.tif  
source=CVSL Intellectual Property Security Agreement#page8.tif  
source=CVSL Intellectual Property Security Agreement#page9.tif  
source=CVSL Intellectual Property Security Agreement#page10.tif  
source=CVSL Intellectual Property Security Agreement#page11.tif  
source=CVSL Intellectual Property Security Agreement#page12.tif  
source=CVSL Intellectual Property Security Agreement#page13.tif  
source=CVSL Intellectual Property Security Agreement#page14.tif  
source=CVSL Intellectual Property Security Agreement#page15.tif  
source=CVSL Intellectual Property Security Agreement#page16.tif  
source=CVSL Intellectual Property Security Agreement#page17.tif  
source=CVSL Intellectual Property Security Agreement#page18.tif  
source=CVSL Intellectual Property Security Agreement#page19.tif



**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated November 20, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Dominion Capital LLC, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, CVSL Inc., a Florida corporation (the “**Company**”), and each party listed as a “**Buyer**” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated November 20, 2015, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “**Notes**” (as defined therein) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated November 20, 2015, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Noteholders, as follows

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Collateral Agent and the Noteholders a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided 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), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[The remainder of the page is intentionally left blank]



IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CVSL INC.

By \_\_\_\_\_  
Name: John P. Rochon  
Title: Chief Executive Officer

Address for Notices:

2400 North Dallas Parkway, Suite 230,  
Plano, Texas 75093

UPPERCASE ACQUISITION, INC.

By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Executive Officer

HAPPENINGS COMMUNICATIONS  
GROUP, INC.

By \_\_\_\_\_  
Name: John P. Rochon  
Title: Chief Executive Officer

SPICE JAZZ LLC  
By: CVSL Inc., its sole member

By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Financial Officer

*[Signatures continue on following page]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CVSL INC.

By \_\_\_\_\_  
Name: John P. Rochon  
Title: Chief Executive Officer

Address for Notices:

2400 North Dallas Parkway, Suite 230,  
Plano, Texas 75093

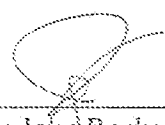
UPPERCASE ACQUISITION, INC.

By  \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Executive Officer

HAPPENINGS COMMUNICATIONS  
GROUP, INC.

By \_\_\_\_\_  
Name: John P. Rochon  
Title: Chief Executive Officer

SPICE JAZZ LLC  
By: CVSL Inc., its sole member

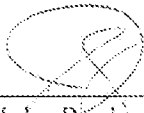
By  \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Financial Officer

*[Signatures continue on following page]*

THE LONGABERGER COMPANY

By   
Name: John Rochon, Jr.  
Title: Chief Executive Officer

PAPERLY, INC.

By   
Name: John Rochon, Jr.  
Title: Chief Executive Officer

AGEL ENTERPRISES INC.

By   
Name: John Rochon, Jr.  
Title: Chief Executive Officer

CVSL TBT LLC

By: CVSL Inc., its sole member

By   
Name: John Rochon, Jr.  
Title: Chief Financial Officer

AGEL AGILITY, LLC

By \_\_\_\_\_  
Name: Jeremiah Bradley  
Title: Manager

*[Signatures continue on following page]*

**THE LONGABERGER COMPANY**

By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Executive Officer

**PAPERLY, INC.**

By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Executive Officer

**AGEL ENTERPRISES INC.**

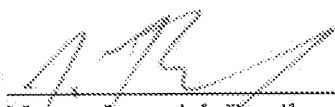
By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Executive Officer

**CVSL TBT LLC**

By: CVSL Inc., its sole member

By \_\_\_\_\_  
Name: John Rochon, Jr.  
Title: Chief Financial Officer

**AGEL AGILITY, LLC**

By  \_\_\_\_\_  
Name: Jeremiah Bradley  
Title: Manager

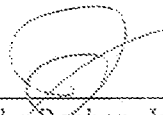
*[Signatures continue on following page]*

**TMRCL HOLDINGS LLC**

By: The Longherger Company, its sole member

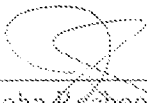
By:   
Name: John Rochon, Jr.  
Title: Chief Executive Officer

**TMRCL HOLDINGS COMPANY**

By:   
Name: John Rochon, Jr.  
Title: Chief Executive Officer

**C3 PULSE TECHNOLOGIES, LLC**

By: CVSL Inc., its sole and managing member

By:   
Name: John Rochon, Jr.  
Title: Chief Financial Officer

**ACCEPTED BY:**

**DOMINION CAPITAL LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Mikhail Gurevich  
Title: Managing Member

These Disclosure Schedules shall not be construed as constituting representations or warranties of any party (including any representation or warranty as to the completeness or description of any matters set forth or described in these Disclosure Schedules) except as and to the extent provided in the Securities Purchase Agreement, Security Agreement or Note. Nothing in these Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Securities Purchase Agreement, Security Agreement or Note or to create any covenant.

The inclusion of any item in these Disclosure Schedules (i) does not represent a determination that such item is material or establish a standard of materiality, (ii) does not represent a determination that such item did not arise in the ordinary course of business, (iii) does not represent a determination that the transactions contemplated by the Securities Purchase Agreement, Security Agreement or Note require the consent of third parties, except as specifically noted, and (iv) shall not constitute; or be deemed to be, an admission to any third party concerning such item. No disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement or law shall be construed as an admission or indication that any such breach or violation actually occurred. The fact that a matter has been included in these Disclosure Schedules shall not necessarily mean that such matter must or should have been disclosed in order that the corresponding representation or warranty be accurate, or is otherwise required to be disclosed, pursuant to the terms and conditions of the Securities Purchase Agreement, Security Agreement or Note.

Schedule A

Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>



**Schedule B**

**Trademarks**

<b><u>Grantor</u></b>	<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Application or Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Assignees</u></b>
Agel Enterprises, Inc. <sup>1</sup>	USA	Raindrop (design)	4636013	November 11, 2014	None
Agel Enterprises, Inc. <sup>2</sup>	USA	Agel Word Mark	3,334,078	November 13, 2007	None
Paperly, LLC	USA	Paperly Word Mark	3300107	September 25, 2007	None
Uppercase Living	USA	Miscellaneous Design (Bloom)	3,695,047	October 13, 2009	None
Uppercase Living	USA	Miscellaneous Design (Bloom)	3,678,953	September 8, 2009	None
Uppercase Living	USA	Miscellaneous Design (Bloom)	3,678,952	September 8, 2009	None
Uppercase Living	USA	Uppercase Living	3,374,878	January 29, 2008	None
Uppercase Living	USA	Uppercase Living	3,817,241	July 13, 2010	None
CVSL TBT LLC	USA	Tomboy Tools	2638794	October 22, 2002	None
CVSL TBT LLC	USA	Tomboy Tool Design	2709112	April 22, 2003	None
CVSL TBT LLC	USA	Tool Party	3470923	July 22, 2008	None

<sup>1</sup> This mark is registered to Agel LLC, but Agel Enterprises, Inc. intends to file an assignment with the USPTO as soon as practicable and will update this schedule accordingly.

<sup>2</sup> This mark is registered to Agel LLC, but Agel Enterprises, Inc. intends to file an assignment with the USPTO as soon as practicable and will update this schedule accordingly.

CVSL TBT LLC	USA	Hammer Out Breast Cancer	3492385	August 26, 2008	None
CVSL TBT LLC	USA	Pink For Positive	3696675	October 13, 2009	None
CVSL TBT LLC	USA	Tool School	4224877	October 16, 2012	None.
Tomboy Tools	USA	Project Home	86/402964	N/A <sup>3</sup>	None.
Tomboy Tools	USA	Making Your Vision Real	86/403011	N/A <sup>4</sup>	None
The Longaberger Company	USA	All American Collection in classes 21 and 24	1836823	May 17, 1994	None
The Longaberger Company	USA	American Craft Originals in class 21	2945373	August 26, 2005	None
The Longaberger Company	USA	American Craft Originals in class 21	3940324	April 5, 2011	None
The Longaberger Company	USA	American Home Pottery in class 21	3845970	September 7, 2010	None
The Longaberger Company	USA	Barn Design in class <sup>5</sup> 20	1842978	July 5, 1994	None
The Longaberger Company	USA	Bee Basket in class 21	2788882	December 2, 2003	None
The Longaberger Company	USA	Bee in class 25	2089418	August 19, 1997	None

<sup>3</sup> Application Abandoned (date to file use expired)

<sup>4</sup> Application Abandoned (date to file use expired)

<sup>5</sup> Intend to abandon.

The Longaberger Company	USA	Bee in class 41	1938746	November 28, 1995	None
The Longaberger Company	USA	Boardwalk in class 21	2817301	February 24, 2004	None
The Longaberger Company	USA	Bonnie Longaberger in class 21	2247874	May 25, 1999	None
The Longaberger Company	USA	Classic Baskets in class 21	2526187	January 1, 2002	None
The Longaberger Company	USA	Collectors Club in class 21	2948019	May 10, 2005	None
The Longaberger Company	USA	Collectors Club (Stylized) in class 25	2416608	December 26, 2000	None
The Longaberger Company	USA	Collectors Club (Stylized) in classes 20 and 28	2270572	August 17, 1999	None
The Longaberger Company	USA	Collectors Club (Stylized) in class 21	2073946	June 24, 1997	None
The Longaberger Company	USA	Four Petal Design in classes 20 and 21	1946189	January 9, 1996	None
The Longaberger Company	USA	Handmade to be Handed Down in class 21	1858638	October 18, 1994	None
The Longaberger Company	USA	Heartland in class 21	1836822	May 17, 1994	None
The Longaberger Company	USA	Horizon of Hope in class 21	2021439	December 2, 1996	None

The Longaberger Company	USA	J.W. Collection in class 20	1586801	March 13, 1990	None
The Longaberger Company	USA	Longaberger in classes 29 and 30	3119208	July 25, 2006	None
The Longaberger Company	USA	Longaberger in class 18	2711463	April 29, 2003	None
The Longaberger Company	USA	Longaberger in class 4	2702643	April 1, 2003	None
The Longaberger Company	USA	Longaberger in class 8	2764456	September 16, 2003	None
The Longaberger Company	USA	Longaberger in class 9	2719387	May 27, 2003	None
The Longaberger Company	USA	Longaberger in classes 20, 21, 24, 28, and 35	2218078	January 19, 1999	None
The Longaberger Company	USA	Longaberger in classes 16 and 25	2218089	January 19, 1999	None
The Longaberger Company	USA	Longaberger in classes 20 and 21	2172615	July 14, 1998	None
The Longaberger Company	USA	Longaberger in class 20	1813749	December 28, 1993	None
The Longaberger Company	USA	Longaberger in classes 35 and 41	3049041	January 24, 2006	None
The Longaberger Company	USA	Longaberger in classes 6, 9, and 20	2349607	May 16, 2000	None

The Longaberger Company	USA	Longaberger at Home in class 35	2294739	November 23, 1999	None
The Longaberger Company	USA	Longaberger Baskets in class 20	1596466	May 15, 1990	None
The Longaberger Company	USA	Longaberger Express in class 9	2050552	April 8, 1997	None
The Longaberger Company	USA	Longaberger Golf Club in class 41	2410257	December 5, 2000	None
The Longaberger Company	USA	Longaberger Golf Club in class 21	2537864	February 12, 2002	None
The Longaberger Company	USA	Longaberger Golf Club & Design in classes 6, 8, and 14	2590743	July 9, 2002	None
The Longaberger Company	USA	Longaberger Golf Club & Design in class 41	2345649	April 25, 2000	None
The Longaberger Company	USA	Longaberger Golf Club & Design in classes 16, 18, 21	2637348	October 1, 2002	None
The Longaberger Company	USA	Longaberger Golf Club & Design in classes 24, 25, 28	2590733	July 9, 2002	None
The Longaberger Company	USA	Longaberger Heartland Foods in class 29	2198580	October 20, 1998	None
The Longaberger Company	USA	Longaberger Home in class 9	3727264	December 22, 2009	None

The Longaberger Company	USA	Longaberger Homestead in classes 29 and 30	2362876	June 27, 2000	None
The Longaberger Company	USA	Longaberger in class 18	2349617	May 16, 2000	None
The Longaberger Company	USA	Longaberger in classes 14 and 16	2349619	May 16, 2000	None
The Longaberger Company	USA	Longaberger Pottery in class 21	1662516	October 29, 1991	None
The Longaberger Company	USA	Longaberger Pottery Made in the U.S.A & Design in class 21	2297505	December 7, 1999	None
The Longaberger Company	USA	Longaberger Pottery Vitrified Freezer Microwave Dishwasher Over Safe & L-Weave Design in class 21	4022061	September 6, 2011	None
The Longaberger Company	USA	Longaberger Woodcrafts in class 21	1907384	July 25, 1995	None
The Longaberger Company	USA	Made in America Matters in classes 16, 21, 25, and 35	3782360	April 27, 2010	None
The Longaberger Company	USA	May Series in class 21	3078622	April 11, 2006	None
The Longaberger Company	USA	Proudly American in classes 21, and 24	2817040	February 24, 2004	None

The Longaberger Company	USA	So Rachel in classes 3, 4, 14, and 18	3490557	August 19, 2008	None
The Longaberger Company	USA	SOR in classes 3, 5, 14, and 18	3490558	August 19, 2008	None
The Longaberger Company	USA	SOR & Design in classes 3, 5, 14, 18, and 25	3490563	August 19, 2008	None
The Longaberger Company	USA	SOR So Rachel by Longaberger in classes 14 and 18	3490562	August 19, 2008	None
The Longaberger Company	USA	Sweetheart Basket in classes 21 and 24	2023773	December 17, 1996	None
The Longaberger Company	USA	Team Spirit in class 21	3809641	June 29, 2010	None
The Longaberger Company	USA	The Place in class 42	2224046	February 16, 1999	None
The Longaberger Company	USA	TLC The Longaberger Company & Design	4,168,452	July 3, 2012	None
The Longaberger Company	USA	Warm.Rich.Deep <sup>6</sup> in classes 2 and 21	3633580	June 9, 2009	None
The Longaberger Company	USA	Wishlist in class 16	2700359	March 25, 2003	None

<sup>6</sup> Dead, expiring December 9, 2015.

The Longaberger Company	USA	Woven Traditions in class 21 for hand-woven baskets and handcrafted pottery, etc.	1926875	October 17, 1995	None
The Longaberger Company	USA	Woven Traditions in class 21 for Beverage glassware; serving forks, etc.	2901495	November 9, 2004	None
The Longaberger Company	USA	Woven Traditions in class 8	2817089	February 24, 2004	None
The Longaberger Company	USA	Longaberger Flameware & Design	4310482	March 26, 2012	None
The Longaberger Company	USA	Sisters & Design	4198996	August 28, 2012	None
The Longaberger Company	USA	Wishlist	4357234	June 25, 2013	None
The Longaberger Company	USA	Longaberger Vitrified Pottery- Freezer- Microwave- Dishwasher- Oven Safe L & Design	4518619	April 22, 2014	None
CVSL TBT LLC	USA	Tool School	4224877	October 16, 2012	None



Schedule C

Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>	<u>Assignees</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>