

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wabash Valley Manufacturing, Inc.		01/31/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Societe Generale, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1426591	WABASH VALLEY MFG., INC.	
Registration Number:	3358072	URBANSCAPE	
Registration Number:	2238269	WABASH VALLEY	
Registration Number:	2315266	W WABASH VALLEY	
Registration Number:	2415151	SPYDER	
Registration Number:	2416885		
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	79896.00012		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$165.00 1426591

DATE SIGNED:

01/31/2017

Total Attachments: 11

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 2**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated January 31, 2017, is made by the Person listed on the signature page hereof (the "Grantor") in favor of SOCIÉTÉ GÉNÉRALE, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, PlayPower, Inc., a Delaware corporation (the "Borrower") and a wholly-owned subsidiary of PlayPower Holdings Inc., a Delaware corporation ("Holdings"), each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender") and Société Générale, as Administrative Agent have entered into a Second Lien Credit Agreement dated of even date herewith (as amended as of August 29, 2016, as further amended as of September 22, 2016 and as further amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the "Second Lien Credit Agreement"). Terms defined in the Second Lien Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement or the Security Agreement, as the case may be (and in the event of a term is defined differently in the Second Lien Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain Second Lien Security Agreement dated June 23, 2015 (as amended as of August 29, 2016 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Second Lien Intellectual Property Security Agreement dated June 23, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the "Additional Collateral");

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto ("Patents");

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which the Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of the Grantor thereunder; and

(h) 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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. The 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 Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL

ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.


(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY 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 ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

WABASH VALLEY MANUFACTURING, INC.

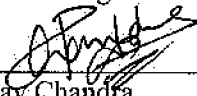
By: 
Name: Michael Pruss
Title: Chief Financial Officer

Address for notices:

11515 Vanstory Drive, Suite 100
Huntersville, NC 28078

Acknowledged,

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: 
Name: Pranav Chandra
Title: Managing Director

Schedule I to
Second Lien Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

PATENTS

	<u>Title / Owner</u>	<u>Country</u>	<u>Pat. No.</u>	<u>App. Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
1.	COUPLING FOR AN ARTICLE OF FURNITURE Wabash Valley	US	D481,228	29/153566	1/9/2002	10/28/2003	Issued
2.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D472,025	29/156138	2/22/2002	3/18/2003	Issued
3.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D472,356	29/156126	2/22/2002	3/25/2003	Issued
4.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D473,029	29/156133	2/22/2002	4/8/2003	Issued
5.	OUTDOOR SHELTER Wabash Valley Manufacturing, Inc.	US	D468,837	29/161486	5/30/2002	1/14/2003	Issued
6.	OUTDOOR SHELTER Wabash Valley Manufacturing, Inc.	US	D481,802	29/171564	11/25/2002	11/4/2003	Issued
7.	BASE FOR AN OUTDOOR FURNITURE PIECE Wabash Valley Manufacturing, Inc.	US	D481,562	29/177613	3/12/2003	11/4/2003	Issued
8.	BASE FOR AN OUTDOOR FURNITURE PIECE Wabash Valley Manufacturing, Inc.	US	D540,571	29204160	04/26/2004	04/17/2007	Issued

[Signature Page to Second Lien IP Security Agreement Supplement No. 2]

TRADEMARK
REEL: 005976 FRAME: 0891

	<u>Title / Owner</u>	<u>Country</u>	<u>Pat. No.</u>	<u>App. Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
9.	BENCH FRAME Wabash Valley Manufacturing, Inc.	US	D530,119	29204244	04/27/2004	10/17/2006	Issued
10.	BENCH FRAME Wabash Valley Manufacturing, Inc.	US	D554,397	29204618	04/30/2004	11/06/2007	Issued
11.	BENCH SEAT Wabash Valley Manufacturing, Inc.	US	D527,922	29214145	09/28/2004	09/12/2006	Issued
12.	BENCH SEAT Wabash Valley Manufacturing, Inc.	US	D578,791	29214154	09/28/2004	10/21/2008	Issued
13.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D572,047	29288658	06/19/2007	07/01/2008	Issued
14.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D570,065	29288665	06/19/2007	05/27/2008	Issued
15.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D571,581	29288666	06/19/2007	06/24/2008	Issued
16.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D570,066	29288670	06/19/2007	05/27/2008	Issued
17.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D574,639	29288672	06/19/2007	08/12/2008	Issued
18.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D572,048	29288673	06/19/2007	07/01/2008	Issued
19.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D572,947	29288681	06/19/2007	07/15/2008	Issued
20.	BENCH SUPPORT Wabash Valley Manufacturing, Inc.	US	D564,802	29288682	06/19/2007	03/25/2008	Issued

	<u>Title / Owner</u>	<u>Country</u>	<u>Pat. No.</u>	<u>App. Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
21.	TRASH RECEPTACLE HOLDER Wabash Valley Manufacturing, Inc.	US	D617,070	29316051	08/19/2009	06/01/2010	Issued
22.	TABLE FRAME Wabash Valley Manufacturing, Inc.	US	D621,629	29316052	08/19/2009	08/17/2010	Issued
23.	SEAT FRAME Wabash Valley Manufacturing, Inc.	US	D640,067	29316217	09/03/2009	06/21/2011	Issued

Registered Trademarks and Active Trademark Applications

	<u>Mark / Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Status</u>
1.	WABASH VALLEY MFG., INC. Wabash Valley Manufacturing, Inc.	US	73/561,257	1426591	Registered
2.	URBANSCAPE Wabash Valley Manufacturing, Inc.	US	78/961,179	3358072	Registered
3.	WABASH VALLEY Wabash Valley Manufacturing, Inc.	US	75/342,922	2238269	Registered
4.	W WABASH VALLEY (stylized) Wabash Valley Manufacturing, Inc.	US	75/342,923	2315266	Registered
5.	SPYDER Wabash Valley Manufacturing, Inc.	US	75/638,404	2415151	Registered
6.	MISCELLANEOUS [SPIDER] DESIGN Wabash Valley Manufacturing, Inc.	US	75/638,406	2416885	Registered

COPYRIGHTS

	<u>Title / Copyright Claimant</u>	<u>Registration Number</u>
1.	Wabash Valley agricultural flooring Claimant: Wabash Valley Manufacturing, Inc.	TX 4-093-121
2.	Bike loops Claimant: Wabash Valley Manufacturing, Inc.	TX 4-112-395

	<u>Title / Copyright Claimant</u>	<u>Registration Number</u>
3.	Wabash Valley tree grates: we're branching out Claimant: Wabash Valley Manufacturing, Inc.	TX 4-135-448
4.	Wabash Valley outdoor furniture--a product line whose time has come Claimant: Wabash Valley Manufacturing, Inc.	TX 4-135-450
5.	Wabash Valley basket trucks Claimant: Wabash Valley Manufacturing, Inc.	TX 4-135-451
6.	Wabash Valley--a product line whose time has come: Wabash Valley basket trucks Claimant: Wabash Valley Manufacturing, Inc.	TX 4-135-452
7.	Wabash Valley 2001 plastisol coated furniture catalog Claimant: Wabash Valley Manufacturing, Inc.	TX 5-343-789
8.	Wabash Valley 2002 "plastisol" coated furniture catalog Claimant: Wabash Valley Manufacturing, Inc.	TX 5-559-021
9.	Wabash Valley 2003 plastisol coated furniture catalog Claimant: Wabash Valley Manufacturing, Inc.	TX 5-716-756
10.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 5-054-183
11.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-112-394
12.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-993
13.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-992
14.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-990
15.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-112-393
16.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-991
17.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-994
18.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-112-396
19.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-988
20.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-094-989
21.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-264-453

	<u>Title / Copyright Claimant</u>	<u>Registration Number</u>
22.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-511-759
23.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-735-099
24.	Wabash Valley Claimant: Wabash Valley Manufacturing, Inc.	TX 4-928-925