

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE LLC AS SUCCESSOR BY MERGER TO WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND)		02/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP BUSINESS CREDIT LLC
Street Address:	433 SOUTH MAIN STREET
City:	WEST HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1882142	FETCO INTERNATIONAL
Registration Number:	2500751	SERENADE
Registration Number:	2144717	S STUDIO EIGHTY-FOUR
Registration Number:	2174702	S STUDIO EIGHTY FOUR
Registration Number:	2582757	UNION SQUARE
Registration Number:	2494784	VIEWPOINTS
Registration Number:	2525666	VINTAGE WOODS
Registration Number:	2738480	FETCO HOME DECOR
Registration Number:	2668819	FETCO
Registration Number:	3036806	THROUGH THE EYES OF A CHILD
Registration Number:	3107830	FUNTOGRAPHY
Registration Number:	3784642	ECO-ELEMENTS
Registration Number:	4499537	ECO METALS
Registration Number:	4043439	ECO WOODS
Registration Number:	4419787	FRAME EVENT

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Property Type	Number	Word Mark
Registration Number:	4452177	IT'S YOU
Registration Number:	4485907	TINY MIRACLES

CORRESPONDENCE DATA

Fax Number: 6173453299
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: (617) 345-3000
Email: mschepper@burnslev.com
Correspondent Name: Marlo Schepper Grolnic
Address Line 1: Burns & Levinson LLP
Address Line 2: 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28974.7
NAME OF SUBMITTER:	Marlo Schepper Grolnic
SIGNATURE:	/Marlo Schepper Grolnic/
DATE SIGNED:	03/03/2017

Total Attachments: 37

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment"), dated the 28th day of February, 2017 (the "Closing Date"), by and between WELLS FARGO CAPITAL FINANCE, LLC (as successor by merger to Wachovia Capital Finance Corporation (New England) and MIDCAP BUSINESS CREDIT LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into the Non-Recourse Assignment dated as of even date (the "Agreement"). Pursuant to the Agreement, Assignor is assigning a credit facility and related loan documents to Assignee, and such loan documents, include without limitation, that certain Intellectual Property Security Agreement dated as of December 7, 2007 by and between the Assignor as lender and Fetco Home Decor, Inc., as the grantor, as amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of February 25, 2013 and that certain Second Amendment to Intellectual Property Security Agreement, dated as of November 20, 2015, attached hereto as **Exhibit A** (the "IP Security Agreement");

WHEREAS, Assignor, pursuant to this Assignment, desires to assign all of its right, title and interest under the IP Security Agreement to Assignee and Assignee desires to assume the right, title and interest arising thereunder;

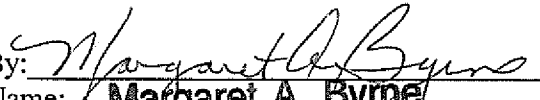
NOW THEREFORE, in consideration of the promises, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

Assignor hereby grants, assigns, conveys, sets over and delivers to Assignee and its successors and assigns, subject to the provisions of the Agreement, all of its right, title and interest in and to the IP Security Agreement, effective on the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

WELLS FARGO CAPITAL FINANCE, LLC (as successor by merger to Wachovia Capital Finance Corporation (New England))

By: 
Name: **Margaret A. Byrne**
Its: **Vice President**

MIDCAP BUSINESS CREDIT LLC


By: _____
Name:
Its:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

WELLS FARGO CAPITAL FINANCE, LLC (as successor by merger to Wachovia Capital Finance Corporation (New England))

By: _____
Name:
Its:

MIDCAP BUSINESS CREDIT LLC

By:  _____
Name: Steven A. Samson
Its: President

[Signature Page to Assignment of Intellectual Property Security Agreement]

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Exhibit A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2007, by and between (a) FETCO HOME DECOR, INC., a Massachusetts corporation (the "Grantor"), and (b) WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND) (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of even date herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Grantor (as "Borrower" thereunder), Fetco International Hong Kong Limited (as "Guarantor" thereunder) and the Lender, pursuant to which the Lender has agreed to make loans and advances and provide other financial accommodations to the Borrower as set forth in the Loan Agreement, and pursuant to which the Borrower has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, the obligations of the Lender to make loans and advances and provide other financial accommodations to the Borrower as set forth in the Loan Agreement are each conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which the Grantor confirms its grant to the Lender of a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. Definitions. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall mean all of the Grantor's now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the Copyright Office, the PTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to

the Grantor's use of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registration; contract rights relating to computer software programs, in whatever form created or maintained.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Intellectual Property.
- (b) All extensions, renewals, reissues, divisions, continuations, and continuations-in-part of the Intellectual Property.
- (c) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (d) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any and all Intellectual Property, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (e) All rights to sue for past, present and future infringements or dilutions of any of the Intellectual Property.
- (f) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this SECTION 3, the Grantor shall undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantor's sole cost, expense and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or materially delay any such efforts.

(d) At the Grantor's sole cost, expense and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, the Grantor shall have no obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States copyright registrations, copyright applications and copyright licenses owned by the Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States patents, patent applications and patent licenses owned by the Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States federal trademark and service mark registrations, trademark and service mark applications, and trademark licenses owned by the Grantor as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Grantor's copyrights, patents or trademarks or any registrations or applications with respect thereto is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person, other than liens permitted pursuant to Section 9.8 of the Loan Agreement.

(f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does the Grantor know of any valid basis for any such claim. To the knowledge of the Grantor, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of the Grantor.

(g) The Grantor shall give the Lender prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products or services containing the trademarks of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new licenses with respect to the Intellectual Property.

(iv) The Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as

provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any additional Intellectual Property, the Grantor shall deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at the Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Upon the reasonable request of the Lender, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office to the extent such filing will not interfere with the Grantor's right to register and use any such Intellectual Property), and the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor first provides the Lender with written notice of the Grantor's institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral and shall be deposited in a Blocked Account in accordance with the terms of the Loan Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may further condition the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Rights Upon Default and Actions to Protect Intellectual Property.

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC with respect to the Intellectual Property, in addition to which the Lender may, acting in its own name or in that of the Grantor, act in the Grantor's place and stead and/or in the Lender's own right in connection with the Intellectual Property and may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 8. Lender As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Lender, to (i) whether or not an Event of Default shall have occurred, supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of the Grantor, and (ii) following the occurrence and during the continuance of any Event of Default, exercise any of the rights and powers referenced herein and execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 8(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 9. Lender's Rights

(a) Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights

thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) Neither this Agreement or the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights (other than as a lienholder) in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 10. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

SECTION 11. Further Assurances. At the request of Lender at any time and from time to time, the Grantor shall, at its expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be necessary or proper to evidence, perfect, maintain and enforce the security interests and the priority thereof in the IP Collateral and to otherwise effectuate the provisions or purposes of this Agreement.

SECTION 12. Governing Laws. The validity, interpretation and enforcement of this Agreement 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 Commonwealth of Massachusetts but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: 

Name: Nancy Babine Kucinski

Title: President

LENDER:

**WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND)**

By: _____

Name: Jessica Benevides-Caron

Title: Vice President

Signature Page to Intellectual Property Security Agreement

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IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

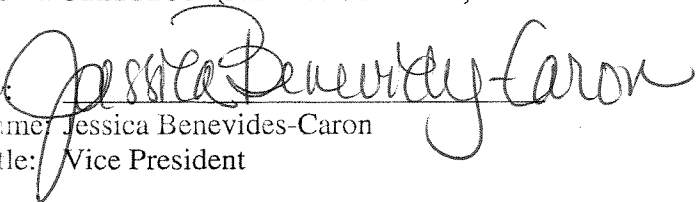
GRANTOR:

FETCO HOME DECOR, INC.

By: _____
Name: Nancy Babine Kucinski
Title: President

LENDER:

**WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND)**

By: 
Name: Jessica Benevides-Caron
Title: Vice President

Signature Page to Intellectual Property Security Agreement

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TRADEMARK
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EXHIBIT A

List of Copyrights and Copyright Licenses

Owned Copyright Registrations

Title	Registration Number	Effective Date
Fetco	TX0000890801	04/06/1982
Fetco	TX0000890805	04/06/1982
Fetco	TX0000890802	04/06/1982
Fetco	TX0000890803	04/06/1982
Audrey for Fetco	TX0000890804	04/06/1982
438	VA0000490983	02/10/1992
439	VA0000490982	02/10/1992
440	VA0000490984	02/10/1992
Victorian pewter/silver with matte	VA0000372417	12/07/1989
Auto race	VA0000513055	02/10/1992
Baby blocks	VA0000512907	06/08/1992
Ballet slippers	VA0000521285	02/10/1992
Bears and storybook	VA0000524408	06/08/1992
Bunny in a wagon	VA0000524407	06/08/1992
Campfire cowboy	VA0000524412	06/08/1992
[Carved gold: no.] 410	VA0000389021	12/28/1989
Castle collage: [no.] 416C	VA0000513056	02/10/1992
[Cat (house cat) sculpture in stone]	VAu000011013	09/24/1979
Ceramic blue floral: [no.] 459	VA0000513051	02/10/1992
[Ceramic: no.] 421, 421A	VA0000389620	12/29/1989
[Children('s) frame, kitty gardener: no.] 412	VA0000444973	12/28/1990
[Children's giraffe frame: no.] 426	VA0000444971	12/18/1990
[Children's lion frame: no.] 424	VA0000444972	12/28/1990
Children's memories: [no.] 442	VA0000513054	02/10/1992
Children's sports: [no.] 401	VA0000411488	06/18/1990
Circus tent: [no.] 434D	VA0000513053	02/10/1992
[Classic blue: no.] 416	VA0000389625	12/29/1989
Contemporary: [no.] 689	VA0000389019	02/27/1990
Contemporary tulip: [no.] 499	VA0000410744	06/18/1990
Cookie saver: no. 443	VA0000579928	07/26/1993
Dinosaur love: no. 437	VA0000579929	07/26/1993
Dinosaurs	VA0000524411	06/08/1992
[English floral: no.] 692S, 692SA	VA0000389622	12/29/1989
Fleur de lis: [no.] 615	VA0000389020	12/28/1989
Garden leaves: [no.] 406	VA0000382697	12/27/1989
[Gold beveled glass: no.] 521G	VA0000389627	12/29/1989
[Handpainted cottage: no.] 409	VA0000394161	12/27/1989

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Handpainted ribbon floral: [no.] 453	VA0000513052	02/10/1992
Hearts: [no.] 407	VA0000382699	12/27/1989
Inch worm: no. 458	VA0000579930	07/26/1993
Italia: [no.] 690	VA0000389018	12/28/1989
[Koala bear sculpture in stone]	VAu000011011	09/24/1979
Laser cut antique white: [no.] 767	VA0000382700	12/27/1989
Lemonade stand	VA0000524409	06/08/1992
Mermaid: [no.] 436	VA0000513057	02/10/1992
Mixed metal leaves: [no.] 618	VA0000411491	06/18/1990
[Nouveau bronze w/wood: no.] 519BZ	VA0000391768	02/27/1990
[Nouveau pewter: no.] 520	VA0000389626	12/29/1989
Oval and antique black and gold: [no.] 760-761	VA0000382698	12/27/1989
[Owl sculpture in stone]	VAu000011014	09/24/1979
[Pewter oval double, mini: no.] 51402	VA0000389719	12/07/1989
[Pewter oval single: no.] 51401	VA0000389718	12/07/1989
Pewter triple oval mini: [no.] 514	VA0000372415	12/07/1989
Photo frame collection: no. 642-643, 645, 3045-3048... [et al.]	VA0000736338	06/05/1995
[Pig sculpture in stone]	VAu000011012	09/24/1979
[Raccoon sculpture in stone]	VAu000011015	09/24/1979
Resin, gold spandrel: no. 427	VA0000461125	06/05/1991
Roller blade dog: no. 409	VA0000579927	07/26/1993
[Scalloped: no.] 572	VA0000389624	12/29/1989
Scattered tulips: [no.] 447	VA0000410743	06/18/1990
Sports	VA0000524410	06/08/1992
Tea party: [no.] 404	VA0000411489	06/18/1990
Teddy bear clown: [no.] 405	VA0000411490	06/18/1990
Trolls: [no.] 478	VA0000512906	06/08/1992
[Victorian jewel: no. 511R], 511G	VA0000389623	12/29/1989
Victorian jewels: [no.] 512	VA0000372418	12/07/1989
Victorian metal: [no.] 515PR	VA0000372416	12/07/1989
[Victorian metal: no.] 518PRW, 517BZ, 518BZG	VA0000388762	12/07/1989
Whale sculpture in stone	VAu000011010	09/24/1979
White rose: [no.] 769	VA0000382696	12/27/1989
[Windor double: no.] 694D	VA0000389619	12/29/1989
Windor: no.] 694	VA0000389621	12/29/1989
Wood/metal Gothic: [no.] 522	VA0000411492	06/18/1990

Owned Copyright Applications

Copyright Application	Application/Serial Number	Application Date	Jurisdiction of Filing
None			

Licensed Copyright Registrations

Copyright Description	Registration Number	Registration Date	Name and Address of Licensor	Jurisdiction of Filing
© Country Living – license to manufacture and sell certain products using the “Country Living” name, logo and trade dress.			Hearst Magazines	
© Trading Spaces and TLC related trademarks and images pursuant to a retail licensing agreement with Discovery Licensing, Inc.			Discovery Licensing, Inc.	
© Warren Kimble			Warren Kimble (Courtney Davis) pursuant to the License Agreement referenced below	
Original Artwork © Cheri Blum, Licensed by Wild Apple Licensing			Cheri Blum (Wild Apple Licensing) subject to the License Agreement referenced below	

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			which is currently not in effect	
© Cristina Saralegui and © Casa Cristina			Cristina Saralegui Enterprises, Inc.	US

Licensed Copyright Applications

Copyright Application	Application/ Serial Number	Application Date	Name and Address of Licensor	Jurisdiction of Filing
None				

EXHIBIT B

List of Patents and Patent Licenses

Owned Patents

Patent Description	Registration Number	Registration Date	Expiration Date
Photo Table	D 437,504	2/13/2001	2/13/2015
Free Standing Photo Album	D 421,463	3/7/2000	3/7/2014
Suspended Picture Frame (Application Filed as So Ho Suspension)	D 409,845	5/18/1999	6/18/2013
Folding Table-Screen Picture Holder (Application Filed as Triple Screen)	D 409,395	5/11/1999	5/11/2013

Owned Patent Applications

Patent Application	Application/Serial Number	Application Date
None		

Licensed Patents

Patent Description	Registration Number	Registration Date	Expiration Date	Name and Address of Licensor
None				

Licensed Patent Applications

Patent Application	Application/ Serial Number	Application Date	Name and Address of Licensor
None			

EXHIBIT C

List of Trademarks and Trademark Licenses

Owned Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Fetco International	1,882,142	March 7, 1995	March 7, 2015	US
Serenade	2,500,751	October 23, 2001	October 23, 2011*	US
STUDIO EIGHTY FOUR and design	2,144,717	March 17, 1998	March 17, 2008	US
STUDIO EIGHTY FOUR and design	2,174,702	July 21, 1998	July 21, 2008	US
Union Square	2,582,757	June 18, 2002	June 18, 2012*	US
Viewpoints	2,494,784	October 2, 2001	October 2, 2011*	US
Vintage Woods	2,525,666	January 1, 2002	January 1, 2012*	US
Fetco Home Decor	2,738,480	July 15, 2003	July 15, 2013*	US
Fetco	2,668,819	December 31, 2002	December 31, 2012*	US
Through the Eyes of a Child	3,036,806	December 27, 2005	December 27, 2015*	US
Funtography	3,107,830	June 20, 2006	June 20, 2016*	US

* A declaration of use under Section 8 must be filed between the fifth and sixth anniversary of this registration, or else the registration will be cancelled. So, for example, a Section 8 declaration of use must be filed for the SERENADE mark on or before October 23, 2007.

Owned Trademark Applications

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>
None			

Licensed Trademarks

Trademark	Registration Number	Registration Date	Expiration Date	Name and Address of Licensor	Jurisdiction of Filing
Warren Kimble®			12/31/2007, subject to annual renewal unless either party opts out with 90 days notice prior to the expiration of the current term	Warren Kimble (Courtney Davis)	US
“Country Living” – license to manufacture and sell certain products using the “Country Living” name, logo and trade dress				Hearst Magazines	US
“Trading Spaces” and “TLC” related trademarks and images pursuant to a retail licensing agreement with Discovery Licensing, Inc.				Discovery Licensing, Inc.	US

"Cristina Saralegui" and "Casa Cristina" trademarks pursuant to a retail licensing agreement with Cristina Saralegui Enterprises, Inc.			December 31, 2008	Cristina Saralegue Enterprises, Inc.	US
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Licensed Trademark Applications

Trademark Application	Application/ Serial Number	Application Date	Name and Address of Licensor	Jurisdiction of Filing
None				

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of February 25, 2013, by and between (a) FETCO HOME DECOR, INC., a Massachusetts corporation (the "Grantor"), and (b) WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor by merger to Wachovia Capital Finance Corporation (New England)) (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Grantor (as "Borrower" thereunder), Fetco International Hong Kong Limited ("Fetco HK"), and the Lender, to which CLICK On It Limited, a Massachusetts corporation (together with Fetco HK, individually, a "Guarantor", and collectively, the "Guarantors"), was joined as a Guarantor pursuant to that certain Joinder, Waiver and Second Amendment to Loan and Security Agreement, dated as of August 21, 2012 but effective as of August 7, 2012, by and among the Grantor, the Guarantors and the Lender;

WHEREAS, as further provided in the Loan Agreement, (i) the Lender has agreed to make loans and advances and provide other financial accommodations to the Borrower, and (ii) the Borrower has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "IP Security Agreement"), by and between the Grantor and the Lender, pursuant to which, among other things, the Grantor granted to the Lender a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantor has advised the Lender that it has acquired additional IP Collateral;

WHEREAS, the Grantor and the Lender now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement. The Schedules to the IP Security Agreement are hereby amended as follows:

- (a) By supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT A-1** (it being understood that such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement); and
- (b) By supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT C-1** (it being understood that such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement) (the Intellectual Property described on the foregoing **EXHIBITS A-1** and **C-1** being hereinafter referred to as the "New IP").
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement and the IP Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor's assets of the type described in clauses (b), (c), (d), (e) and (f) of Section 2 the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the "New IP Collateral").
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Obligations. The Grantor further acknowledges and agrees that it does not have any knowledge of any offsets, defenses, or counterclaims against the Lender.
5. Miscellaneous.
- (a) This First Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered, each shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereto by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

- (b) This First Amendment and the other Financing Agreements expresses the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions or negotiations hereon.
- (c) The validity, interpretation and enforcement of this First Amendment 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 Commonwealth of Massachusetts but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this First Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: 

Name: Nancy Babine Kucinski

Title: President

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to
Wachovia Capital Finance Corporation (New
England))

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and the Lender have caused this First Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: _____
Name: _____
Title: _____

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to
Wachovia Capital Finance Corporation (New
England))

By: Margaret A. Byrne
Name: Margaret A. Byrne
Title: Vice President

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses

Owned Copyright Registrations

Title	Registration Number	Effective Date
Fairfax Wall Collages	VA0001728882	07/02/2010

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Owned Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Eco-Elements	3,784,642	May 4, 2010	May 4, 2020	US
Eco Woods	4,043,439	October 18, 2011	October 18, 2021	US

Eco Woods!	71928	November 3, 2009	November 3, 2014	Massachusetts
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Owned Trademark Applications

None other than United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith.

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Second Amendment") is made as of November 20, 2015, by and between (a) FETCO HOME DECOR, INC., a Massachusetts corporation (the "Grantor"), and (b) WELLS FARGO CAPITAL FINANCE, LLC (as successor by merger to Wachovia Capital Finance Corporation (New England)) (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Grantor (as "Borrower" thereunder), Fetco International Hong Kong Limited ("Fetco HK"), and the Lender, to which CLICK On It Limited, a Massachusetts corporation (together with Fetco HK, individually, a "Guarantor", and collectively, the "Guarantors"), was joined as a Guarantor pursuant to that certain Joinder, Waiver and Second Amendment to Loan and Security Agreement, dated as of August 21, 2012 but effective as of August 7, 2012, by and among the Grantor, the Guarantors and the Lender;

WHEREAS, as further provided in the Loan Agreement, (i) the Lender has agreed to make loans and advances and provide other financial accommodations to the Borrower, and (ii) the Borrower has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "IP Security Agreement"), by and between the Grantor and the Lender, pursuant to which, among other things, the Grantor granted to the Lender a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantor has advised the Lender that it has acquired additional IP Collateral;

WHEREAS, the Grantor and the Lender now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement. The Schedules to the IP Security Agreement are hereby amended as follows:

- (a) By supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-2** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT A-2** (it being understood that such **EXHIBIT A-2** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement);
 - (b) By amending and restating **EXHIBIT B** in the form of **EXHIBIT B** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT B** annexed hereto; and
 - (c) By amending and restating **EXHIBIT C** in the form of **EXHIBIT C** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT C** annexed hereto (the Intellectual Property described on the foregoing **EXHIBITS A-2, B** and **C** annexed hereto being hereinafter referred to as the "New IP").
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement and the IP Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor's assets of the type described in clauses (b), (c), (d), (e) and (f) of Section 2 the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the "New IP Collateral").
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Obligations. The Grantor further acknowledges and agrees that it does not have any knowledge of any offsets, defenses, or counterclaims against the Lender.
5. Miscellaneous.
- (a) This Second Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered, each shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereto by telecopy or

other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

- (b) This Second Amendment and the other Financing Agreements expresses the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions or negotiations hereon.
- (c) The validity, interpretation and enforcement of this Second Amendment 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 Commonwealth of Massachusetts but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Second Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: *[Signature]*

Name: Howard Tabone, Inc. USA

Title: Pres/CEO

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC as
successor by merger to Wachovia Capital Finance
Corporation (New England))

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Second Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: _____
Name: _____
Title: _____

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC as
successor by merger to Wachovia Capital Finance
Corporation (New England))

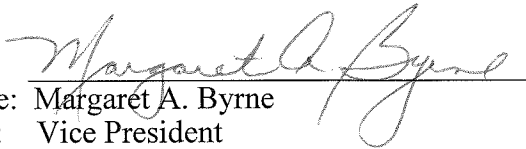
By: 
Name: Margaret A. Byrne
Title: Vice President

EXHIBIT A-2

Supplemental List of Copyrights and Copyright Licenses

Owned Copyright Registrations

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date</u>
No titles given	VA3496D223	2003
D1054 (INSPIRE)	VA0001706131	2008
D1072 (FAITH)	VA0001706129	2008
D1120 (HOME SWEET HOME)	VA0001706127	2008
Fairfax wall collages. VA172882	V3628C513	2013
Fetco & 4 other titles	V3504D755	2003
Fetco & 5 other titles	V3629D431	2013
Fetco & 71 other titles	V3559D937	2007
No titles given	V3491D997	2002
No titles given for VA 579-929 et. al.	V3519D492	2004

Owned Copyright Applications

<u>Copyright Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>
None			

Licensed Copyright Registrations

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

Licensed Copyright Applications

<u>Title</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

EXHIBIT B

List of Patents and Patent Licenses

Owned Patent Registrations

Patent Description	Registration Number	Registration Date	Expiration Date	Jurisdiction of Filing
Photo Table	D 437,504	2/13/2001	2/13/2015	US
Free Standing Photo Album	D 421,463	3/7/2000	3/7/2014	US
Suspended Picture Frame (Application Filed as So Ho Suspension)	D 409,845	5/18/1999	6/18/2013	US
Folding Table-Screen Picture Holder (Application Filed as Triple Screen)	D 409,395	5/11/1999	5/11/2013	US

Owned Patent Applications

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None		

Licensed Patents

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Name and Address of Licensor</u>
None				

Licensed Patent Applications

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Name and Address of Licensor</u>
None			

EXHIBIT C

List of Trademarks and Trademark Licenses

Owned Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Eco-Elements	3,784,642	May 4, 2010	May 4, 2020	US
Eco Metals	4,499,537	March 18, 2014	March 18, 2024	US
Eco Woods	4,043,439	October 18, 2011	October 18, 2021	US
Fetco International and Design	1,882,142	March 7, 1995	To be Abandoned	US
Fetco	2,668,819	December 31, 2002	December 31, 2022	US
Frame Event	4,419,787	October 15, 2013	October 15, 2023	US
It's You	4,452,177	December 17, 2013	December 17, 2023	US
Tiny Miracles	4,485,907	February 18, 2014	February 18, 2024	US

Owned Trademark Applications

<u>Trademark Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>
None			

Licensed Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None					

Licensed Trademark Applications

<u>Trademark Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

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