

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431862

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Studios Acquisition Corp, Inc.		06/15/2017	Corporation: DELAWARE
Digital Acquisition Corp, Inc.		06/15/2017	Corporation: DELAWARE
Gartner Studios, LLC		06/15/2017	Limited Liability Company: DELAWARE
Gartner Digital LLC		06/15/2017	Limited Liability Company: MINNESOTA
Gartner Retail Holdings LLC		06/15/2017	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	First Midwest Bank
Street Address:	180 North LaSalle Street, Suite 2500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	87041864	GARTNER DIGITAL
Serial Number:	87251124	MIX+MINGLE
Serial Number:	86742224	HOT HUES
Serial Number:	86725654	EVENT MAKER
Registration Number:	4026590	BUSY HANDS
Registration Number:	3982485	CAKE TATTOO
Registration Number:	3915576	COVER CREATOR DISCOVER YOUR COVER!
Registration Number:	3613239	DESIGNED AND CRAFTED BY GARTNER STUDIOS
Registration Number:	2980684	GARTNER STUDIOS
Registration Number:	4885865	GARTNER GREETINGS
Registration Number:	2022021	GEORGE STANLEY
Registration Number:	4944176	KEEPING IT TOGETHER
Registration Number:	4944177	

OP \$565.00 87041864

Property Type	Number	Word Mark
Registration Number:	1681167	MARA-MI
Registration Number:	3935024	MEMO MY ENVIRONMENT MY OFFICE
Registration Number:	4967323	LETTER IMPRESS
Registration Number:	2843489	R+H
Registration Number:	2439063	ROOBEE
Registration Number:	2944008	RUSSELL+HAZEL
Registration Number:	2719082	SMARTRULE
Registration Number:	2316216	WORLD OF JOURNALS
Registration Number:	2173175	ZOOMERANG

CORRESPONDENCE DATA

Fax Number: 3124996701

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: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	06/20/2017

Total Attachments: 18

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of June 15, 2017, is made by STUDIOS ACQUISITION CORP, INC., a Delaware corporation (“**Buyer 1**”), DIGITAL ACQUISITION CORP, INC., a Delaware corporation (“**Buyer 2**”, together with Buyer 1, each individually a “**Buyer**” and collectively, “**Buyers**”), GARTNER STUDIOS, LLC, a Delaware limited liability company (“**Opco 1**”), GARTNER DIGITAL LLC, a Minnesota limited liability company (“**Opco 2**”, together with Opco 1, each individually an “**Operating Company**” and collectively, “**Operating Companies**”), and GARTNER RETAIL HOLDINGS LLC, a Minnesota limited liability company (“**Retail**”; together with Buyers and Operating Companies, sometimes hereinafter referred to individually and collectively as “Loan Party” and/or “Loan Parties”), in favor of FIRST MIDWEST BANK (together with its successors and assigns, the “**Lender**”). As used herein, the term “Borrower” means, individually and collectively (as applicable), Buyer 1, Opco 1, and Retail.

RECITALS

WHEREAS, Loan Parties and Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Loan Parties to Lender of a security interest in Loan Parties’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities (other than inchoate indemnity obligations), each Loan Party hereby confirms its grant of (and each Loan Party does hereby grant) to Lender a continuing security interest in and to any and all of each Loan Party's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A** attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on **Exhibit B** attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of each Loan Party's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on **Exhibit C** attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Each Loan Party acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the

event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Remedies; Power of Attorney. Notwithstanding anything to the contrary contained herein: Upon the occurrence and during the continuance of any Event of Default, Lender shall have the rights and remedies described in the Loan Agreement, including, without limitation, the rights and remedies of a secured party under the Code and other applicable law, all of which remedies shall be cumulative, and non-exclusive, to the extent permitted by law. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Loan Parties' true and lawful attorney-in-fact, with power to (i) endorse Loan Parties' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any Person. Each Loan Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Liabilities shall have been Paid in Full in cash and the Loan Agreement has been terminated in accordance with its terms.

5. Release of Security Agreement. Upon the payment in full of the Liabilities (other than inchoate indemnity obligations) and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Loan Parties, at Loan Parties' sole cost and expense, as shall be necessary solely to evidence termination of the security interest granted by Loan Parties to Lender in the Intellectual Property.

6. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

7. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by Loan Parties and Lender; provided, however, Lender is permitted to amend the Exhibits attached hereto in order to include new or additional Intellectual Property of Loan Parties after the date hereof (and make any subsequent filing or recordation to reflect such additional Intellectual Property).

8. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Loan Parties and their successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Loan Parties shall not assign this

Confirmatory Grant or any of Loan Parties' obligations hereunder without the prior written consent of Lender.

9. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

10. Further Assurances. Each Loan Party agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Loan Party acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Loan Parties, and Loan Parties hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Lender or its agent.

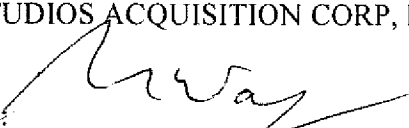
11. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Loan Parties have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

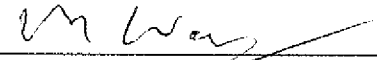
LOAN PARTIES:

STUDIOS ACQUISITION CORP, INC.

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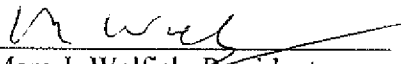
Marc J. Walfish, President

DIGITAL ACQUISITION CORP, INC.

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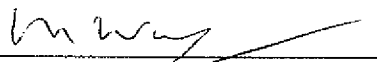
Marc J. Walfish, President

GARTNER STUDIOS, LLC

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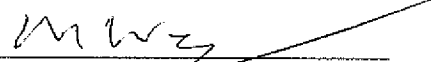
Marc J. Walfish, President

GARTNER DIGITAL LLC

By: 

Marc J. Walfish, President

GARTNER RETAIL HOLDINGS LLC

By: 

Marc J. Walfish, President

Acknowledged and Accepted:

LENDER:

FIRST MIDWEST BANK

By:  _____

Name: Joseph Angel

Its: Senior Vice President

Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 006087 FRAME: 0656

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

Trademark Applications

Opcos 2 filed a trademark application to register "GARTNER DIGITAL" (Serial No. 87/041,864) on May 18, 2016.

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	SER. NO	REG. DATE	STATUS
mix+mingle	Opcos 1	16	Envelopes for stationery use; Notebooks; Envelopes for stationery use; Office stationery; Paper stationery; Paper gift cards	11/29/2016	87251124	Pending Application	Pending Application
Hot Hues	Opcos 1	16	Adhesive note paper; Art paper; Business card paper; Calendar-finished paper; Children's arts and crafts paper kits; Coasters made of paper; Craft paper; Drawing paper; Envelope paper; Gift wrap paper; Letter paper; Napkin paper; Note paper; Notebook paper; Office paper stationery; Paper; Paper cake decorations; Paper folders; Paper party decorations; Paper stationery	8/31/2015	86742224	Pending Application	Pending Application

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	SER. NO.	REG DATE	STATUS
Event Maker	Opco 1	16	Coasters made of paper; Composite panels consisting of a specially-formulated paperboard core with dense paper faces for use in further manufacturing; Corrugated board and paper containers; Corrugated paper; Craft paper; Decorative paper centerpieces; Disposable napkins; Embroidery design patterns; Envelope paper; Envelope papers; File drawer pocket made of various fabrics for holding files and papers that slides onto the front of a cabinet or drawer via an integrated pocket; Filing folders, paper labels and printed instructional materials for organizing personal files; Gift wrap paper; Gift wrapping paper; Graph paper; Halloween goodie bags of paper or plastic; Letter paper; Letterhead paper; Napkin paper; Note paper; Notebook paper; Office paper stationery; Paper; Paper and cardboard; Paper baby bibs; Paper bags; Paper banners; Paper board; Paper bows for gift wrap; Paper boxes; Paper cake decorations; Paper containers; Paper doilies; Paper folders; Paper gift bags; Paper gift wrap; Paper napkins; Paper notebooks; Paper party bags; Paper party decorations; Paper place mats; Paper ribbons; Paper roll stock for packaging; Paper stationery; Paper table linens; Paper tablecloths; Paper tape; Paper tissues; Rice paper; Storage containers made of paper; Table napkins of paper; Vellum paper; Wrapping paper; Writing paper; Writing paper holders	8/14/2015	86725654	Pending Application	Pending Application

Trademarks

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
Busy Hands	Opco 1	16	Kits containing one or more of the following goods, namely, predesigned, scored and perforated paper, brads, predesigned paper stickers, paper bags, string and straws.	7/17/2009	4026590	9/13/2011	LIVE
Cake Tattoo	Opco 1	30	Edible food decorations for baked goods and bakery goods; preprinted edible decorating sheets for baked goods and bakery goods	4/6/2010	3982485	6/21/2011	LIVE
Cover Creator	Opco 1	16	Notebook cover decoration kits comprising notebooks, adhesive labels, paper	7/17/2009	3915576	2/8/2011	LIVE
Gartner Studios (graphic)	Opco 1	16	Paper products, namely, laser/inkjet printer compatible blank cards, invitations, announcements, envelopes, stationery, self-adhesive seals and labels	10/3/2007	3613239	4/28/2009	LIVE
GARTNER STUDIOS	Opco 1	16	Laser/inkjet printer compatible blank cards, invitations, announcements, envelopes, stationery, self-adhesive seals and labels	6/14/2004	2980684	8/2/2005	LIVE
Gartner Greetings	Opco 1	16	Paper products, namely, greeting cards	6/11/2015	4885865	1/12/2016	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
GEORGE STANLEY	Opc0 1	16	stationery products, namely, imprintable and letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; blank memorandum books; notecards; stationery type portfolios; gift wrapping paper; paper napkins; and gift enclosure cards.	12/8/1995	2022021	12/10/1996	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
Keeping It Together	Opco 1	16	Binders; Binders (office supplies); Blank or partially printed paper labels; Blank paper notebooks; Calendar desk pads; Calendar-finished paper; Calendars; Calendars and diaries; Desk calendars; File folders; Filing folders, paper labels and printed instructional materials for organizing personal files; Folders; Loose leaf binders; Notebook covers; Notebook covers made of plastic; Notebook dividers; Notebook paper; Notebooks; Paper notebooks; Printed paper labels; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Spiral-bound notebooks; Three-ring binders; Wire-bound notebooks.	2/27/2015	4944176	4/26/2016	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
KIT <i>Flower</i>	Opco 1	16	Binders; Binders (office supplies); Blank or partially printed paper labels; Blank paper notebooks; Calendar desk pads; Calendar-finished paper; Calendars; Calendars and diaries; Desk calendars; File folders; Folders; Loose leaf binders; Notebook covers; Notebook covers made of plastic; Notebook paper; Notebooks; Paper folders; Paper labels; Paper notebooks; Printed calendars; Printed paper labels; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Spiral-bound notebooks; Three-ring binders; Wire-bound notebooks.	2/27/2015	4944177	4/26/2016	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
MARA-MI	Opco 1	16	custom and prepackaged letter writing stationery and envelopes, invitations, announcements and calling cards; note pads; place cards; letter writing stationery, envelopes and pen sold as a unit; and letter writing stationery, envelopes, pen, stickers, postcards and address list sold as a unit.	2/6/1991	168116 7	3/31/1992	LIVE
memo my environment my office	Opco 1	8, 9, 14, 16	Scissors; Magnets, clocks and calculators; Note cards, note pads, pencils, push pins, binder clips, cubicle clips, namely, clips to attach papers to cubicle walls, paper staplers, pouches for writing instruments, clip boards, desk trays, holders for note cards and note pads, business card holders, desk top organizers, paper weights, file boxes for storage of business and personal records, stackable letter trays, metal spiral letter holders and magazine storage organizers; Acrylic picture frames and file drawers	6/4/2009	393502 4	3/22/2011	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
Letter Impress	Opco 1	16	Envelopes; Envelopes for stationery use; Organizational kits containing calendars, stationery, planning folders, templates and printed guidelines for planning social events; Paper stationery; Stationery; Stationery writing paper and envelopes	3/16/2015	4967323	5/31/2016	LIVE
R+H	Opco 1	16	belts and cords to hold binders shut; binders; composition books; index dividers; note pads; notebook dividers; paper expanding files; wirebound books; and writing pads	8/22/2001	2843489	5/18/2004	LIVE
ROOBEE	Opco 1	16	Stationery products, namely, imprintable and prepackaged letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; journals; note cards; stationery-type portfolios; activity books; diaries; autograph books; scrap books; gift wrap; gift enclosure cards; and paper napkins.	11/4//1998	2439063	3/27/2001	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
RUSSELL+ HAZEL	Opco 1	16, 35	Agendas; binders; blank cards; blank note cards; blanks or partially printed paper labels; calendars; clip boards; composition books; daily planners; date books; desk calendars; envelopes; file boxes for storage of business and personal records; file folders; file pockets; graph paper; loose leaf binders; memo pads; note books; note cards; note pads; note paper; notebook dividers; notebook paper; organizers for stationery use; paper expanding files; paper note tablets; rubber bands; social note cards; stationery type portfolios; writing pads; writing paper; writing tablets; book covers; erasers; folders; highlighting markers; pen cases; pencil cases; pencil sharpeners; pencils; pens; portable desks; and writing instruments	4/21/2004	2944008	4/26/2005	LIVE
Smart Rule	Opco 1	16	Looseleaf writing paper and note pads	6/28/2002	2719082	5/27/2003	LIVE
WORLD OF JOURNALS	Opco 1	16	Sketch pads, writing pads, photograph albums, baby books, wedding albums, scrap books, note books, guest books and address books.	11/30/1998	2316216	2/8/2000	LIVE

MARK	Loan Party	International Class	DESCRIPTION OF GOODS	FILING DATE	REG. NO.	REG. DATE	STATUS
Zoomerang	Opc0 1	16	stationery products, namely, imprintable and letter writing stationery and envelopes; cards for use as invitations; announcement cards; greeting cards; note pads; place cards; stickers; post cards; address books; blank memorandum books; notecards; stationery type portfolios; gift wrapping paper; paper napkins; and gift enclosure cards.	9/2/1997	217317 5	7/14/1998	LIVE

EXHIBIT C
COPYRIGHTS

None.