

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fruit of the Earth, Inc.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodforest National Bank		
Street Address:	28001 Cabot Drive, Suite 240		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48377		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2177139	BLOCK UP	
Registration Number:	1558736	COOL BLUE	
Registration Number:	1521437	FRUIT OF THE EARTH	
Registration Number:	1512285	FRUIT OF THE EARTH	
Registration Number:	1522299	FRUIT OF THE EARTH	
Registration Number:	2447146	HERBAL ALTERNATIVES	
Registration Number:	3477888	LUV THAT SUN	
Registration Number:	2193491		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		

OP \$215.00 2177139

DATE SIGNED:

08/23/2017

Total Attachments: 17

source=FruiteoftheEarth_SecurityAgreement#page1.tif
source=FruiteoftheEarth_SecurityAgreement#page2.tif
source=FruiteoftheEarth_SecurityAgreement#page3.tif
source=FruiteoftheEarth_SecurityAgreement#page4.tif
source=FruiteoftheEarth_SecurityAgreement#page5.tif
source=FruiteoftheEarth_SecurityAgreement#page6.tif
source=FruiteoftheEarth_SecurityAgreement#page7.tif
source=FruiteoftheEarth_SecurityAgreement#page8.tif
source=FruiteoftheEarth_SecurityAgreement#page9.tif
source=FruiteoftheEarth_SecurityAgreement#page10.tif
source=FruiteoftheEarth_SecurityAgreement#page11.tif
source=FruiteoftheEarth_SecurityAgreement#page12.tif
source=FruiteoftheEarth_SecurityAgreement#page13.tif
source=FruiteoftheEarth_SecurityAgreement#page14.tif
source=FruiteoftheEarth_SecurityAgreement#page15.tif
source=FruiteoftheEarth_SecurityAgreement#page16.tif
source=FruiteoftheEarth_SecurityAgreement#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of August 10, 2017, is made Fruit of the Earth, Inc., a Delaware corporation (the “Grantor”) in favor of Woodforest National Bank (through its WNB Specialty Finance division), as Agent for the Lenders (as defined in the Loan Agreement) party from time to time to the Loan Agreement defined below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, Fruit of the Earth, Inc., a Delaware corporation (“FOTE”, and together with each other Person that joins the Loan Agreement as a borrower, each a “Borrower” and collectively the “Borrowers”), has entered into a Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Loan Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement and the Loan Documents, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all copyrights, rights and interests in copyrights, works protectable by copyright, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing now owned or hereafter adopted or acquired by Grantor.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor.

(c) “Patents” means all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any

invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor.

SECTION 2. Grant of Security. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

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

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

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting

obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any “intent-to-use” trademark applications.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

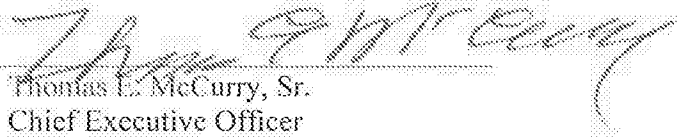
SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions that would require the application of another state’s laws.

[Remainder of page intentionally left blank]

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

GRANTOR

FRUIT OF THE EARTH, INC.,
a Delaware corporation

By: 
Name: Thomas E. McCurry, Sr.
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

#52981840

TRADEMARK
REEL: 006136 FRAME: 0455

ACKNOWLEDGMENT

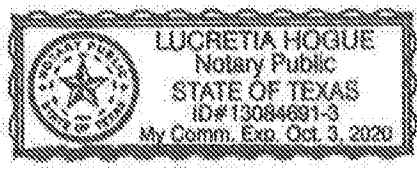
STATE OF Texas :
COUNTY OF Tarrant : SS

Before me, the undersigned, a Notary Public, on this 10 day of Aug, 2017, personally appeared Thomas E. McCurry, Sr. to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Fruit of the Earth, Inc., the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires: 10/03/2020

Lucretia Hogue

(SEAL)



[Signature Page to IP Security Agreement]

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B


TRADEMARKS AND TRADEMARK LICENSES

(See attached.)

Domestic Trademark Status Report for Fruit of the Earth, Inc.

As of 07/21/2017

Mark	Jurisdiction	Intl Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Status
BLOCK UP	U.S.	3	5-19	75/024,814	11/28/1995	07/28/1998	2,177,139	Registered; renewed; next renewal due between 07/28/2017 and 07/28/2018; Section 8 & 15 Affidavit accepted (Skin care products, namely, suntan lotions and sunscreens)
COOL BLUE	U.S.	5	5-29	73/756,748	10/11/1988	10/03/1989	1,558,736	Registered; renewed; next renewal due between 10/03/2018 and 10/03/2019; Section 8 & 15 Affidavit accepted (Aloe vera anesthetic preparation for use in the relief of sunburn, minor burns, insect bites, minor rashes and skin irritations, wind burn and chafing)
FRUIT OF THE EARTH	U.S.	3	5-32	73/296,176	02/09/1981	01/24/1989	1,521,437	Registered; renewed; next renewal due between 01/24/2018 and 01/24/2019; Section 8 & 15 Affidavit accepted (Hair shampoo, skin care cream and skin lotion)
FRUIT OF THE EARTH	U.S.	5, 32	5-33	73/389,101	09/27/1982	11/15/1988	1,512,285	Registered; renewed; next renewal due between 11/15/2017 and 11/15/2018; Section 8 & 15 Affidavit accepted (Aloe vera gel for skin care preparation for relief from sunburn and the like, and burn relief cream)
FRUIT OF THE EARTH & DESIGN	U.S.	3	5-31	73/254,999	03/24/1980	01/31/1989	1,522,299	(Vegetable juice with *aloe* vera gel) Registered; renewed; next renewal due between 01/31/2018 and 01/31/2019; Section 8 & 15 Affidavit accepted (Skin lotion)
HERBAL ALTERNATIVES	U.S.	3	5-128	75/979,500	12/24/1997	04/24/2001	2,447,146	Registered; renewed; next renewal due between 04/24/2020 and 04/24/2021; Section 8 & 15 Affidavit accepted (Cosmetics, namely, skin moisturizers, bath gels)

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Status
LUV THAT SUN	U.S.	3	5-177US	78/284,646	08/07/2003	07/29/2008	3,477,888	Registered; renewal due between 07/29/2017 and 07/29/2018; Section 8 & 15 Affidavit accepted (<i>Skin care products, namely, sun screen and sun tanning lotions, creams, oils, and gels; non-medicated sun burn ointments</i>)
	U.S.	3	5-60	75/315,420	06/26/1997	10/06/1998	2,193,491	Registered; renewed; next renewal due between 10/06/2017 and 10/06/2018; Section 8 & 15 Affidavit accepted (<i>Skin care products, namely, self-tanning creams</i>)
SUN DESIGN	U.S.	3						

Foreign Trademark Status Report for Fruit of the Earth, Inc.

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	As of 07/21/2017	
									Status	Status
FRUIT OF THE EARTH	Argentina	3	5-99	1,848,088	07/02/1992	11/30/1993 03/31/2004	1,487,224 1,976,632	Clarke Modet & Co.	Registered; renewed; next renewal due 03/31/2024	Registered; renewed; next renewal due 03/31/2024
FRUIT OF THE EARTH	Australia	5	5-119	395984	08/24/1983	09/13/1991	A395984	Davies Collison Cane	Registered; renewed; next renewal due 08/24/2024	Registered; renewed; next renewal due 08/24/2024
FRUIT OF THE EARTH	Australia	32	5-120	395983	08/24/1983	09/13/1991	A395983	Davies Collison Cane	Registered; renewed; next renewal due 08/24/2024	Registered; renewed; next renewal due 08/24/2024
FRUIT OF THE EARTH	Australia	3	5-121	395985	08/24/1983	09/13/1991	A395985	Davies Collison Cane	Registered; renewed; next renewal due 08/24/2024	Registered; renewed; next renewal due 08/24/2024
FRUIT OF THE EARTH	Bahamas	42	5-113	11034	09/30/1983	09/30/1983	11034	Harry B. Sands and Company	Registered; renewed; next renewal due 09/30/2011; Application for Renewal filed; back log at PTO for obtaining renewal cert.; status inquiry sent to associate 12/29/2016	Registered; renewed; next renewal due 08/23/2011; Application for Renewal filed; back log at PTO for obtaining renewal cert.; status inquiry sent to associate 12/29/2016
FRUIT OF THE EARTH	Bahamas	48	5-114	11004	08/23/1983	08/23/1983	11004	Harry B. Sands and Company	Application pending; associate confirmed status on 05/13/2012	Application pending; associate confirmed status on 05/13/2012
FRUIT OF THE EARTH	Bangladesh	3	5-184BD	92028	06/11/2005			Doulah & Doulah	Application pending; associate confirmed status on 05/13/2012	Application pending; associate confirmed status on 05/13/2012
FRUIT OF THE EARTH	Bangladesh	5	5-223BD	92029	06/11/2005			Doulah & Doulah	Application pending; associate confirmed status on 05/13/2012	Application pending; associate confirmed status on 05/13/2012
FRUIT OF THE EARTH	Bangladesh	32	5-224BD	92030	06/11/2005			Doulah & Doulah	Application pending; associate confirmed status on 05/13/2012	Application pending; associate confirmed status on 05/13/2012
FRUIT OF THE EARTH	Bermuda	3	5-90	10111	01/10/1984	01/10/1984	10111	Appleby, Spurling & Kempe	Registered; renewed; next renewal due 01/10/2019	Registered; renewed; next renewal due 01/10/2019
FRUIT OF THE EARTH	Bermuda	32	5-91	10492	01/10/1984	01/10/1984	10492	Appleby, Spurling & Kempe	Registered; renewed; next renewal due 01/10/2019	Registered; renewed; next renewal due 01/10/2019
FRUIT OF THE EARTH	Brazil	3.20	5-104	811418456	12/28/1983	11/18/1986	811418456	Dannemann, Siemsen	Registered; renewed; next renewal due 11/18/2026	Registered; renewed; next renewal due 11/18/2026

foreign status report for fruit of the earth

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
FRUIT OF THE EARTH	Canada		5-122	509140	09/08/1983	10/30/1992	404203	Smart & Biggar	Registered; renewed; next renewal due 10/30/2022
FRUIT OF THE EARTH	China	3	5-185CN	4669074	05/20/2005	10/07/2008	4669074	CCPIT Patent and Trademark Law Office	Registered; renewal due 10/07/2018
FRUIT OF THE EARTH	China	5	5-215CN	4669073	05/20/2005	10/07/2008	4669073	CCPIT Patent and Trademark Law Office	Registered; renewal due 10/07/2018
FRUIT OF THE EARTH	China	32	5-216CN	4669072	05/20/2005	03/07/2008	4669072	CCPIT Patent and Trademark Law Office	Registered; renewal due 03/07/2018
FRUIT OF THE EARTH	Colombia	3	5-116	362472	06/26/1992	02/21/1994	147873	Alvaro Castellanos	Registered; renewed; next renewal due 02/21/2024
FRUIT OF THE EARTH	Costa Rica	3	5-70	97.691	11/06/1995	08/26/1996	96574	Divimark Abogados	Registered; renewed; next renewal due 08/26/2026
FRUIT OF THE EARTH	Czech Republic	3, 5, 32	5-187CZ	428842	08/09/2005	03/22/2006	279541	Grunecker, Kinkeldey, Stockmair & Schwahauser	Registered; renewed; next renewal due 08/09/2025
FRUIT OF THE EARTH	El Salvador	3	5-189SV	E-48538-2005	05/06/2005			Ricardo Romero-Guzman	Published for opposition; status inquiry to associate 09/20/2016; associate confirmed status on 03/28/2011
FRUIT OF THE EARTH	El Salvador	5	5-235SV	E-48540-2005	05/06/2005	5/18/2011	83 BOOK 168	Ricardo Romero-Guzman	Registered; renewal due 05/18/2021
FRUIT OF THE EARTH	El Salvador	32	5-236SV	E-48541-2005	05/06/2005			Ricardo Romero-Guzman	Published for opposition; status inquiry to associate 09/20/2016; associate confirmed status on 03/28/2011
FRUIT OF THE EARTH	European Community	3, 5, 32	5-165EM	2383487	09/20/2001	03/26/2003	2383487	Linklaters	Registered; renewed; next renewal due 09/30/2021
PLANT LOGO	European Community	3, 5, 32	5-168EM	2383404	09/20/2001	12/19/2002	2383404	Linklaters	Registered; renewed; next renewal due 09/20/2021
FRUIT OF THE EARTH	Germany	3	5-84	39523259.7	06/02/1995	04/11/1996	39523259	Boehmert & Boehmert	Registered; renewed; next renewal due 06/02/2025
FRUIT OF THE EARTH	Greece	3	5-123	105176	07/24/1991	06/17/1994	105176	Evretechnika	Registered; renewed; next renewal due 07/24/2021

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
FRUIT OF THE EARTH	Guatemala	3	5-192GT	6687-2005	09/06/2005	08/07/2006	144,102	Consortium Legal - Guatemala	Registered; renewed; next renewal due 08/07/2026
FRUIT OF THE EARTH	Guatemala	5	5-237GT	6688-2005	09/06/2005	07/17/2006	143,691	Consortium Legal - Guatemala	Registered; renewed; next renewal due 07/15/2026
FRUIT OF THE EARTH	Guatemala	32	5-238GT	6689-2005	09/06/2005	08/02/2006	144,013	Consortium Legal - Guatemala	Registered; renewed; next renewal due 08/02/2026
FRUIT OF THE EARTH	Honduras	3	5-193HN	23098-05	08/29/2005	12/21/2006	99,293	Bufete Duron	Registered; renewed; next renewal due 12/21/2026
FRUIT OF THE EARTH	Honduras	5	5-221HN	23099-05	08/29/2005	11/29/2007	102,976	Bufete Duron	Registered; renewal due 11/23/2017
FRUIT OF THE EARTH	Honduras	32	5-222HN	23100-05	08/29/2005	11/26/2007	103,005	Bufete Duron	Registered; renewal due 11/26/2017
FRUIT OF THE EARTH	Hong Kong	3	5-77	95/13607	10/26/1995	06/29/1998	B06546	Vivien Chan & Co	Registered; renewed; next renewal due 04/26/2026
FRUIT OF THE EARTH	Hong Kong	32	5-88	95-13608	10/26/1995	11/17/1997	B11309	Vivien Chan & Co	Registered; renewed; next renewal due 10/26/2026
BLOCK UP	India	3	5-182IN	1334143	01/24/2005	05/24/2007	634861	Groser & Groser	Registered; renewed; next renewal due 01/24/2025
FOTE	India	3, 5, 32	5-206IN	1336114	02/03/2005	03/23/2007	1336114	Groser & Groser	Registered; renewed; next renewal due 02/03/2025
FRUIT OF THE EARTH	India	3, 5, 32	5-181IN	1315989	10/18/2004	03/21/2006	1315989	Groser & Groser	Registered; renewed; next renewal due 10/18/2024
NATURE'S PHARMACY	India	5	5-183IN	1334144	01/24/2005	03/31/2009	1334144	Groser & Groser	Registered; renewed; next renewal due 01/24/2025
FRUIT OF THE EARTH	Indonesia	32	5-87	D95-21093	11/09/1995	08/01/1996	364,757	George Widjojo & Partners	Registered; renewed; next renewal due 11/09/2015; Application for Renewal filed; associate confirmed status 12/31/2016
FRUIT OF THE EARTH	Ireland	3, 5, 32	5-85	99/0848	03/09/1999	03/09/1999	213747	F.R. Kelly & Co.	Registered; renewed; next renewal due 03/08/2019
FRUIT OF THE EARTH	Israel	3	5-194IL	180,845	05/19/2005	12/10/2006	180845	Wolff, Bregman and Goller	Registered; renewed; next renewal due 05/19/2025

foreign status report for fruit of the earth

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
FRUIT OF THE EARTH	Israel	5	5-213IL	180,846	05/19/2005	05/02/2007	180846	Wolff, Bregman and Goller	Registered; renewed; next renewal due 05/19/2025
FRUIT OF THE EARTH	Israel	32	5-214IL	180,847	05/19/2005	05/02/2007	180847	Wolff, Bregman and Goller	Registered; renewed; next renewal due 05/19/2025
FRUIT OF THE EARTH	Jamaica	3, 5, 32	5-195JM	49,145	09/30/2006	08/30/2006	49,145	Livingston, Alexander & Levy	Registered; renewal due 02/30/2017; Application for Renewal filed
FRUIT OF THE EARTH	Japan	3	5-107	58-92388	09/30/1983	01/23/1989	2106413	Kyowa Patent And Law Office	Registered; renewed; next renewal due 01/23/2019
FRUIT OF THE EARTH	Japan	32	5-108	58-92389	09/30/1983	08/19/1987	1974816	Kyowa Patent And Law Office	Registered; renewed; next renewal due 08/19/2027
FRUIT OF THE EARTH	Japan	3	5-72	96-11396	02/07/1996	08/15/1997	4045007	Kyowa Patent And Law Office	Registered; renewed; next renewal due 08/15/2027
BLOCK UP!	South Korea	3	5-239KR	40-2008-6009	02/11/2008	02/16/2009	40-0779663	Central International Law Firm	Registered; renewal due 02/17/2019
FRUIT OF THE EARTH	South Korea	32	5-96	50-2003-2609	09/03/1991	03/04/1993	259050	Central International Law Firm	Registered; renewed; next renewal due 03/03/2023
FRUIT OF THE EARTH	South Korea	3	5-97	50-2002-12965	11/20/2002	12/07/1992	255601	Central International Law Firm	Registered; renewed; next renewal due 12/07/2022
FRUIT OF THE EARTH	Latvia	3, 5, 32	5-210LV	M-05-1151	08/04/2005	11/20/2006	M 57042	Grunecker, Kinkeldey, Stockmair & Schwahausser	Registered; renewed; next renewal due 08/04/2025
FRUIT OF THE EARTH	Lithuania	3, 5, 32	5-209LT	2005 1422	08/10/2005	11/17/2006	53308	Grunecker, Kinkeldey, Stockmair & Schwahausser	Registered; renewed; next renewal due 08/10/2025
BLOCK UP!	Malaysia	3	5-240MY	2008/02964	02/18/2008	10/05/2012	08002964	Shearn Delamore & Co.	Registered; renewal due 02/18/2018
FRUIT OF THE EARTH	Malaysia	3	5-166MY	2001/14075	09/20/2001	09/20/2001	2001/14075	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021
FRUIT OF THE EARTH	Malaysia	5	5-166MY(2)	2001/14079	09/20/2001	09/20/2001	2001/14079	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021
FRUIT OF THE EARTH	Malaysia	32	5-166MY(3)	2001/14078	09/20/2001	09/20/2001	2001/14078	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021
PLANT LOGO	Malaysia	3	5-169MY	2001/14077	09/20/2001	09/20/2001	2001/14077	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
PLANT LOGO	Malaysia	5	5-169MY(2)	2001/14074	09/20/2001	09/20/2001	01014074	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021
PLANT LOGO	Malaysia	32	5-169MY(3)	2001/14076	09/20/2001	09/20/2001	01014076	Shearn Delamore & Co.	Registered; renewed; next renewal due 09/20/2021
BLOCK UP	Mexico	3	5-22	263526	05/27/1996	12/01/1999	634925	Clarke Modet & Co.	Registered; renewed; next renewal due 05/27/2026
FRUIT OF THE EARTH	Mexico	3	5-109	101738	11/26/1990	05/31/1991	395864	Goodrich, Riquelme & Asociados	Registered; renewed; next renewal due 11/26/2025
FRUIT OF THE EARTH	Mexico	32	5-80	138089	04/21/1992	12/01/1992	426890	Goodrich, Riquelme & Asociados	Registered; renewed; next renewal due 04/21/2022
FRUIT OF THE EARTH	Myanmar	3, 5, 32	5-206MM	4/6568/2004	08/15/2005	08/15/2005	4/6568/2005	Kelvin Chia Yangon Ltd.	Registered; no renewals necessary
FRUIT OF THE EARTH	New Zealand	3, 5, 32	5-199NZ	730290	05/27/2005	05/27/2005	730,290	AJ Park	Registered; renewed; next renewal due 05/27/2025
FRUIT OF THE EARTH	Nicaragua	3, 5, 32	5-200NI	2005/01320	05/04/2005	01/19/2006	0600078 LM	Caldera & Solano Compani a Limitada	Registered; renewed; next renewal due 01/29/2026
FRUIT OF THE EARTH	Nigeria	3	5-150	5166	04/29/1991	07/13/1993	50247	Adams & Adams	Registered; renewed; next renewal due 04/29/2026
FRUIT OF THE EARTH	Norway	3	5-115	923178	06/23/1992	04/28/1994	162298	Tandbergs Patentkontor	Registered; renewed; next renewal due 04/28/2024
FRUIT OF THE EARTH	Pakistan	3	5-211PK	246346	02/08/2008			United Trademark & Patent Services	Application pending; associate confirmed status on 05/27/2017
FRUIT OF THE EARTH	Pakistan	5	5-244PK	246344	02/08/2008			United Trademark & Patent Services	Application pending; associate confirmed status on 05/27/2017
FRUIT OF THE EARTH	Pakistan	32	5-247PK	246345	02/08/2008	02/28/2013	246345	United Trademark & Patent Services	Registered; renewed due 02/08/2018
FRUIT OF THE EARTH	Panama	3	5-124	54382	08/30/1990	09/24/1991	54382	Benedetti & Benedetti	Registered; renewed; next renewal due 09/24/2021
FRUIT OF THE EARTH	Peru	3	5-81	155740	06/28/2002	12/24/1992	100982	Barreda Moller	Registered; renewed; next renewal due 12/24/2022
FRUIT OF THE EARTH	Puerto Rico	3	5-94	26922	12/20/1985	04/15/1991	26922	Fiddler, Gonzalez & Rodriguez	Registered; renewed; next renewal due 04/15/2021

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
FRUIT OF THE EARTH	Saudi Arabia	3	5-201SA	97245	05/28/2005	05/21/2006	8417	Saud M.A. Shawwaf Law Office	Registered; renewed; next renewal date due 07/27/2024
FRUIT OF THE EARTH	Saudi Arabia	32	5-218SA	97247	05/28/2005	07/08/2006	142602644 85174	Saud M.A. Shawwaf Law Office	Registered; renewed; next renewal due 10/22/2024; associate instructed to renew
FRUIT OF THE EARTH	(O.A.P.I.) Senegal	3, 5, 32	5-202SN	3200500864	06/03/2005	07/15/2005	51831	Adams & Adams	Registered; renewed; next renewal due 06/03/2025
BLOCK UP!	Singapore	3	5-242SG	T08/01929E	02/15/2008	02/15/2008	T08/01929E	Drew & Napier	Registered; renewal due 02/15/2018
FRUIT OF THE EARTH	Singapore	3	5-74	10383/95	10/30/1995	10/30/1995	T95/10383D	Drew & Napier	Registered; renewed; next renewal due 10/30/2025
FRUIT OF THE EARTH	Singapore	32	5-75	S/10384/95	10/30/1995	10/30/1995	T95/10384B	Drew & Napier	Registered; renewed; next renewal due 10/30/2025
FRUIT OF THE EARTH	Slovenia	3, 5, 32	5-86	Z9571449	11/22/1995	04/23/1997	9571449	Denemeyer & Co.	Registered; renewed; next renewal due 11/22/2025
FRUIT OF THE EARTH	South Africa	32	5-92	83/5898	08/22/1983	08/22/1983	83/5898	Adams & Adams	Registered; renewed; next renewal due 08/22/2023
FRUIT OF THE EARTH	South Africa	3	5-93	83/5897	08/22/1983	08/22/1983	83/5897	Adams & Adams	Registered; renewed; next renewal due 08/22/2023
FRUIT OF THE EARTH	Sweden	3	5-118	92-05895	06/26/1992	12/30/1992	245165	Dr. Ludwig Brann Patentbyra, AB	Registered; renewed; next renewal due 12/30/2022
FRUIT OF THE EARTH	Switzerland	3	5-100	5131/1992.6	07/07/1992	03/26/1993	399.609	E. Blum & Co.	Registered; renewed; next renewal due 07/07/2022
FRUIT OF THE EARTH	Taiwan	3	5-73	85004948	01/30/1996	04/01/1997	755135	Lee & Li	Registered; renewed; next renewal 03/31/2017; Application for Renewal filed
FRUIT OF THE EARTH	Tanzania (Zanzibar)	3	5-203ZZ	519/2005	06/03/2005	09/22/2006	519/2005	Adams & Adams	Registered; renewal due 06/03/2019
FRUIT OF THE EARTH	Tanzania (Zanzibar)	5	5-219ZZ	520/2005	06/03/2005	11/28/2006	520/2005	Adams & Adams	Registered; renewal due 06/03/2019
FRUIT OF THE EARTH	Tanzania (Zanzibar)	32	5-220ZZ	521/2005	06/03/2005	09/22/2006	521/2005	Adams & Adams	Registered; renewal due 06/03/2019

foreign status report for fruit of the earth

Mark	Jurisdiction	Int'l Class	VE File No.	Serial No.	Filing Date	Registration Date	Registration No.	Foreign Associate	Status
FRUIT OF THE EARTH	Tanzania (Tanganyika)	3	5-212TZ	00002547	06/02/2005			Adams & Adams	Allowed for registration; associate confirmed status 06/30/2016
FRUIT OF THE EARTH	Tanzania (Tanganyika)	5	5-230TZ	00002548	06/02/2005	06/02/2005	32989	Adams & Adams	Registered; renewal due 06/02/2022
FRUIT OF THE EARTH	Tanzania (Tanganyika)	32	5-231TZ	00002596	06/02/2005			Adams & Adams	Published for opposition; associate confirmed status on 06/30/2016
BLOCK UP!	Thailand	3	5-241TH	686033	02/01/2008	11/28/2008	Kor290027	Int'l Legal Counsellors	Registered; renewal due 01/31/2018
FRUIT OF THE EARTH	Thailand	3	5-83	318854	10/02/1996	12/01/1997	66012	Int'l Legal Counsellors	Registered; renewed; next renewal due 10/01/2026
FRUIT OF THE EARTH	Trinidad & Tobago	3, 5, 32	5-204TT	36139	06/01/2005	04/10/2007	36139	F. J. Cleveland	Registered; renewed; next renewal due 05/31/2025
FRUIT OF THE EARTH	Turkey	3, 5, 32	5-248TR	2014/101561	12/10/2014	11/10/2015	2014/101561	Stock Industrial Property Services A.S.	Registered; renewal due 12/10/2024
FRUIT OF THE EARTH	United Kingdom	3	5-101	1202325	09/25/1983	08/09/1991	1202325	Kilburn & Strode	Registered; renewed; next renewal due 08/25/2024
FRUIT OF THE EARTH	United Kingdom	32	5-102	1202326	08/25/1983	08/23/1991	1202326	Kilburn & Strode	Registered; renewed; next renewal due 08/25/2024
FRUIT OF THE EARTH	Uruguay	3	5-89	283.658	12/21/1995	06/11/1997	283.658 484.666	Barbosa Catania & Co.	Registered; renewed; next renewal due 06/11/2027 ; Associate confirmed instructions to renew
FRUIT OF THE EARTH	Venezuela	32	5-78	13525/96	08/20/1996	10/31/1997	P-201423	Bolet & Terrero	Registered; renewed; next renewal due 10/31/2017
FRUIT OF THE EARTH	Venezuela	3	5-103	2868/88	02/24/1988	08/02/1992	148339	Bolet & Terrero	Registered; renewed; next renewal due 08/02/2017

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION
None.			