

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Otter Products, LLC		08/25/2017	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 82</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4476335	#1 MOST TRUSTED IN SMARTPHONE CASE PROTE	
<b>Registration Number:</b>	4493829	100% DRY APPLICATION	
<b>Registration Number:</b>	4614509	360°	
<b>Registration Number:</b>	4578423	360 COVERAGE	
<b>Registration Number:</b>	4614409	ABSOLUTE PROTECTION	
<b>Registration Number:</b>	5257894	ACHIEVER SERIES	
<b>Registration Number:</b>	4456796	ADAPTABLE PROTECTION	
<b>Registration Number:</b>	4379659	AGILE PROTECTION	
<b>Registration Number:</b>	4642633	AGILITY	
<b>Registration Number:</b>	4761634	AGILITY TABLET SYSTEM	
<b>Registration Number:</b>	4702961	ALPHA GLASS	
<b>Registration Number:</b>	3632231	ARMOR SERIES	
<b>Registration Number:</b>	4616867	ARMOR SERIES	
<b>Registration Number:</b>	5131880	BUILT FOR OTTERBOX UNIVERSE	
<b>Registration Number:</b>	4598049	CLEAN	
<b>Registration Number:</b>	4318258	CLEARLY PROTECTED	
<b>Registration Number:</b>	4522971	CLEARLY PROTECTED	
<b>Registration Number:</b>	4562347	CLEARLY PROTECTED	
<b>Registration Number:</b>	3791317	COMMUTER	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3963182	COMMUTER SERIES
Registration Number:	3623789	DEFENDER SERIES
Registration Number:	4616874	DEFENDER SERIES
Registration Number:	4938458	DEFINING PROTECTION
Registration Number:	4507118	EFFORTLESS PROTECTION
Registration Number:	3791318	
Registration Number:	4493830	IMPACT PROTECTION
Registration Number:	4254952	IPROTECTION
Registration Number:	4170062	LATCH
Registration Number:	4842166	LIFEACTIV
Registration Number:	4372400	MADE FOR ACTION
Registration Number:	4372399	MADE FOR ADVENTURE
Registration Number:	4499233	MADE FOR CONFIDENCE
Registration Number:	4512238	MADE FOR POWER
Registration Number:	4511914	MADE FOR SIMPLICITY
Registration Number:	4432527	MADE FOR THE JOURNEY
Registration Number:	4372398	MADE FOR VERSATILITY
Registration Number:	4527901	MEETS U.S. MILITARY STANDARDS
Registration Number:	4348165	OLIVIA THE OTTER
Registration Number:	4348166	
Registration Number:	4700603	OLLIE
Registration Number:	4782501	OLLIE THE OTTER
Registration Number:	5223273	OLLIE THE OTTER
Registration Number:	5044003	ON-THE-GO PROTECTION
Registration Number:	2287619	OTTER BOX
Registration Number:	3788535	OTTER BOX
Registration Number:	4293603	
Registration Number:	4348143	
Registration Number:	3788534	OTTERBOX
Registration Number:	4451386	OTTERBOX
Registration Number:	4509483	OTTERBOX
Registration Number:	4602221	OTTERBOX
Registration Number:	4493831	OTTERBOX CASE COMPATIBLE
Registration Number:	4990232	OTTERBOX CERTIFIED DROP + PROTECTION
Registration Number:	4262677	PREFIX SERIES
Registration Number:	4499594	PRESERVER SERIES
Registration Number:	4569167	PRIVACY
Registration Number:	5009534	PROFILE SERIES

Property Type	Number	Word Mark
Registration Number:	4236509	PROTECT YOUR CONNECTIONS
Registration Number:	4505771	PROTECTION FOR WHAT'S NEXT
Registration Number:	4280846	PURSUIT SERIES
Registration Number:	4404547	PURSUITS
Registration Number:	4856907	
Registration Number:	3972039	REFLEX SERIES
Registration Number:	4111433	REFLEX ZONE
Registration Number:	4689636	RESURGENCE
Registration Number:	4493832	SMUDGE-FREE
Registration Number:	4952893	STATEMENT SERIES
Registration Number:	4864518	STRADA SERIES
Registration Number:	4079672	STRENGTH
Registration Number:	4379570	STYLISH PROTECTION
Registration Number:	4709178	SYMMETRY SERIES
Registration Number:	4317273	TAKE WHAT'S YOURS
Registration Number:	4642628	THE STYLE YOU WANT, THE PROTECTION YOU N
Registration Number:	4408622	THE TOUGHEST CASE EVER BUILT.
Registration Number:	5131881	UNIVERSE CASE SYSTEM
Registration Number:	4064940	UTILITY SERIES
Registration Number:	4127073	UTILITY SERIES
Registration Number:	4500672	VISUAL PRIVACY
Registration Number:	3865367	WE'VE GOT TECHNOLOGY COVERED
Serial Number:	87480117	DYNAMIC PROTECTION
Serial Number:	87480134	PURSUIT SERIES
Serial Number:	87308877	SCREENLESS. FEARLESS.

**CORRESPONDENCE DATA**

Fax Number: 2138918763

*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.*

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	042525-0083
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/27/2017

Total Attachments: 25

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 25, 2017 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Otter Products, LLC, a Colorado limited liability company (the "Company"), and OtterBox Holdings, Inc., a Colorado corporation ("Holdings", and together with the Company, the "Borrowers", and each a "Borrower"), Administrative Agent, the lenders party thereto (the "Lenders"), Swing Line Lender and L/C Issuer and other financial institutions party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among each of the Grantors, the Administrative Agent and the other parties party thereto, pursuant to which each of the Grantors assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the IP Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Copyright Office and the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

**SECTION 1. Defined Terms**

(a) Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Copyright Collateral" shall mean all works of authorship and all intellectual property rights therein, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, and "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of

the foregoing: (1) all registrations and applications for registration thereof including the registrations and applications listed in Schedule A attached hereto, (2) all extensions, renewals, and restorations thereof, (3) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (4) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (5) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Copyrights").

"Patent Collateral" shall mean all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including:

- (i) each patent and patent application listed in Schedule B attached hereto;
- (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;
- (iii) all inventions and improvements described and claimed therein;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Trademark Collateral" shall mean, subject to the provisions of Section 2.2 below, all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

- (i) all registrations and applications for registration thereof including the registrations and applications listed in Schedule C attached hereto;
- (ii) all extensions and renewals thereof;
- (iii) all of the goodwill of the business associated with the use of and symbolized by any of the foregoing;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

(c) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule, Exhibit and Annex references, are to this Agreement unless otherwise specified. References to any Schedule, Exhibit or Annex shall mean such Schedule, Exhibit or Annex as amended or supplemented from time to time in accordance with this Agreement.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(f) The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(g) All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## **SECTION 2. Grant of Security Interest in IP Collateral**

**SECTION 2.1 Grant of Security Interest.** Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all Copyright Collateral;
- (b) all Patent Collateral;
- (c) all Trademark Collateral; and
- (d) all Proceeds of the foregoing.

For the avoidance of doubt, the grant of a security interest in IP Collateral shall not be deemed an absolute assignment thereof to the Administrative Agent.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under Section 2.1 hereof attach to, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

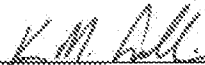
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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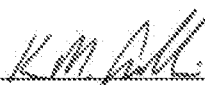


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OTTER PRODUCTS, LLC,**  
as Grantor

By:   
Name: Kevin M. Sullivan  
Title: Secretary and Chief Legal Officer

**TREEFROG DEVELOPMENTS, INC.,**  
as Grantor

By:   
Name: Kevin M. Sullivan  
Title: Secretary and Chief Legal Officer

[Signature page to IP Security Agreement]

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By   
Name: *Linda Lov*  
Title: *Assistant Vice President*

**SCHEDULE A**

**Copyright Collateral**

**I. OTTER PRODUCTS, LLC**

**a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date
RBB2-8500S	VA0001716717	25-May-2010
OtterBox logo	VA0001813660	22-Mar-2012
77-21092	VA0001881032	05-Jun-2013
GETD photo2	VAu001150532	08-Oct-2013
DEF packaging TW	VA0001999351	29-Dec-2015
Defender Series Product Packaging	VA002060595	10-Nov-2016

**b. COPYRIGHT APPLICATIONS**

None.

**II. TREEFROG DEVELOPMENTS, INC.**

**a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date
Shipping Carton Text and Graphics for LIFEPROOF LET'S GO! (and water, dirt, snow shock design)	VA0001860468	03-Jan-2013

**b. COPYRIGHT APPLICATIONS**

None.

**SCHEDULE B**

**Patent Collateral**

**I. OTTER PRODUCTS, LLC**

**a. ISSUED PATENTS**

<u>Patent Number</u>	<u>Issue Date</u>
6,646,864	11 Nov 2003
6,995,976	7 Feb 2006
7,158,376	2 Jan 2007
7,180,735	20 Feb 2007
7,230,823	12 Jun 2007
7,312,984	25 Dec 2007
7,449,650	11 Nov 2008
7,609,512	27 Oct 2009
7,663,879	16 Feb 2010
7,688,580	30 Mar 2010
7,889,489	15 Feb 2011
7,907,394	15 Mar 2011
7,933,122	26 Apr 2011
8,395,894	12 Mar 2013
8,479,875	9 Jul 2013
8,599,547	3 Dec 2013
8,608,502	17 Dec 2013
8,623,494	7 Jan 2014
8,714,299	6 May 2014
8,767,385	1 Jul 2014
8,792,232	29 Jul 2014
8,844,817	30 Sep 2014
8,868,796	21 Oct 2014
8,910,863	16 Dec 2014
8,910,915	16 Dec 2014
8,917,496	23 Dec 2014
8,922,985	30 Dec 2014
8,929,068	6 Jan 2015
8,940,122	27 Jan 2015
8,961,250	24 Feb 2015
8,965,458	24 Feb 2015
8,976,512	10 Mar 2015
8,973,752	10 Mar 2015
8,995,127	31 Mar 2015

<u>Patent Number</u>	<u>Issue Date</u>
9,022,825	5 May 2015
9,025,317	5 May 2015
9,027,701	12 May 2015
9,033,099	19 May 2015
9,048,665	2 Jun 2015
9,062,695	23 Jun 2015
9,078,498	14 Jul 2015
9,092,300	28 Jul 2015
9,098,238	4 Aug 2015
9,101,188	11 Aug 2015
9,114,923	25 Aug 2015
9,125,297	1 Sep 2015
9,145,250	29 Sep 2015
9,160,189	13 Oct 2015
9,161,597	20 Oct 2015
9,165,550	20 Oct 2015
9,167,063	20 Oct 2015
9,170,685	27 Oct 2015
9,173,314	27 Oct 2015
9,178,374	3 Nov 2015
9,210,819	8 Dec 2015
9,220,328	29 Dec 2015
9,229,583	5 Jan 2016
9,231,410	5 Jan 2016
9,241,551	26 Jan 2016
9,246,532	26 Jan 2016
9,248,634	2 Feb 2016
9,264,088	16 Feb 2016
9,264,090	16 Feb 2016
9,287,916	15 Mar 2016
9,295,174	22 Mar 2016
9,300,078	29 Mar 2016
9,326,587	3 May 2016
9,335,866	10 May 2016
9,346,251	24 May 2016
9,398,365	19 Jul 2016
9,362,972	7 Jun 2016
9,402,122	26 Jul 2016
9,408,448	9 Aug 2016
9,411,367	9 Aug 2016

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<u>Patent Number</u>	<u>Issue Date</u>
9,421,745	23 Aug 2016
9,433,271	6 Sep 2016
9,437,962	6 Sep 2016
9,437,969	6 Sep 2016
9,498,033	22 Nov 2016
9,513,900	6 Dec 2016
9,503,147	22 Nov 2016
9,515,414	6 Dec 2016
9,515,692	6 Dec 2016
9,545,140	17 Jan 2017
9,560,435	31 Jan 2017
9,560,903	7 Feb 2017
9,565,910	14 Feb 2017
9,577,697	21 Feb 2017
9,580,221	28 Feb 2017
9,609,930	4 Apr 2017
9,611,881	4 Apr 2017
9,621,219	11 Apr 2017
9,635,164	25 Apr 2017
9,635,918	2 May 2017
9,654,605	16 May 2017
9,658,717	23 May 2017
9,660,682	23 May 2017
9,680,518	13 Jun 2017
9,698,632	4 Jul 2017
9,703,330	11 Jul 2017
9,716,401	25 Jul 2017
9,729,187	8 Aug 2017
9,735,827	15 Aug 2017
D513,123	27 Dec 2005
D513,451	10 Jan 2006
D514,808	14 Feb 2006
D516,309	7 Mar 2006
D516,553	7 Mar 2006
D516,554	7 Mar 2006
D516,807	14 Mar 2006
D526,780	22 Aug 2006
D530,079	17 Oct 2006
D542,524	15 May 2007

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<u>Patent Number</u>	<u>Issue Date</u>
D557,264	11 Dec 2007
D557,897	25 Dec 2007
D581,155	25 Nov 2008
D581,421	25 Nov 2008
D587,008	24 Feb 2009
D589,016	24 Mar 2009
D593,319	2 Jun 2009
D593,746	9 Jun 2009
D597,301	4 Aug 2009
D598,407	18 Aug 2009
D600,908	29 Sep 2009
D603,602	10 Nov 2009
D605,850	15 Dec 2009
D611,478	9 Mar 2010
D613,282	6 Apr 2010
D615,077	4 May 2010
D615,535	11 May 2010
D615,536	11 May 2010
D615,967	18 May 2010
D617,784	15 Jun 2010
D617,785	15 Jun 2010
D617,786	15 Jun 2010
D617,787	15 Jun 2010
D619,574	13 Jul 2010
D620,487	27 Jul 2010
D621,394	10 Aug 2010
D621,395	10 Aug 2010
D621,821	17 Aug 2010
D621,822	17 Aug 2010
D623,179	7 Sep 2010
D623,638	14 Sep 2010
D623,639	14 Sep 2010
D624,533	28 Sep 2010
D624,910	5 Oct 2010
D626,120	26 Oct 2010
D626,121	26 Oct 2010
D626,964	9 Nov 2010
D628,568	7 Dec 2010
D632,683	15 Feb 2011
D632,684	15 Feb 2011

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<u>Patent Number</u>	<u>Issue Date</u>
D632,685	15 Feb 2011
D632,686	15 Feb 2011
D634,741	22 Mar 2011
D636,386	19 Apr 2011
D636,387	19 Apr 2011
D637,588	10 May 2011
D637,589	10 May 2011
D637,590	10 May 2011
D637,591	10 May 2011
D637,592	10 May 2011
D638,005	17 May 2011
D638,411	24 May 2011
D638,413	24 May 2011
D638,414	24 May 2011
D638,828	31 May 2011
D638,829	31 May 2011
D638,830	31 May 2011
D640,679	28 Jun 2011
D640,680	28 Jun 2011
D641,013	5 Jul 2011
D641,014	5 Jul 2011
D642,170	26 Jul 2011
D642,171	26 Jul 2011
D642,558	2 Aug 2011
D643,028	9 Aug 2011
D643,422	16 Aug 2011
D643,423	16 Aug 2011
D643,424	16 Aug 2011
D643,836	23 Aug 2011
D643,837	23 Aug 2011
D644,216	30 Aug 2011
D644,217	30 Aug 2011
D644,635	6 Sep 2011
D644,636	6 Sep 2011
D644,637	6 Sep 2011
D644,638	6 Sep 2011
D644,639	6 Sep 2011
D645,031	13 Sep 2011
D649,347	29 Nov 2011
D649,536	29 Nov 2011

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<u>Patent Number</u>	<u>Issue Date</u>
D649,537	29 Nov 2011
D649,538	29 Nov 2011
D650,371	13 Dec 2011
D650,376	13 Dec 2011
D651,203	27 Dec 2011
D651,204	27 Dec 2011
D651,213	27 Dec 2011
D651,594	3 Jan 2012
D654,483	21 Feb 2012
D654,484	21 Feb 2012
D654,485	21 Feb 2012
D654,486	21 Feb 2012
D654,487	21 Feb 2012
D654,488	21 Feb 2012
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D654,491	21 Feb 2012
D654,492	21 Feb 2012
D654,915	28 Feb 2012
D657,137	10 Apr 2012
D657,353	10 Apr 2012
D658,644	1 May 2012
D661,482	12 Jun 2012
D661,483	12 Jun 2012
D662,924	3 Jul 2012
D663,296	10 Jul 2012
D673,539	1 Jan 2013
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D673,547	1 Jan 2013
D673,548	1 Jan 2013
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D673,551	1 Jan 2013
D673,552	1 Jan 2013

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<u>Patent Number</u>	<u>Issue Date</u>
D673,553	1 Jan 2013
D673,569	1 Jan 2013
D673,936	8 Jan 2013
D673,938	8 Jan 2013
D673,939	8 Jan 2013
D673,940	8 Jan 2013
D673,941	8 Jan 2013
D673,942	8 Jan 2013
D674,790	22 Jan 2013
D674,791	22 Jan 2013
D674,792	22 Jan 2013
D675,209	29 Jan 2013
D675,603	5 Feb 2013
D675,624	5 Feb 2013
D676,035	12 Feb 2013
D676,036	12 Feb 2013
D676,433	19 Feb 2013
D676,434	19 Feb 2013
D676,435	19 Feb 2013
D676,838	26 Feb 2013
D676,840	26 Feb 2013
D676,841	26 Feb 2013
D676,842	26 Feb 2013
D676,844	26 Feb 2013
D676,845	26 Feb 2013
D677,251	5 Mar 2013
D680,522	23 Apr 2013
D681,020	30 Apr 2013
D681,022	30 Apr 2013
D681,023	30 Apr 2013
D681,024	30 Apr 2013
D681,025	30 Apr 2013
D681,026	30 Apr 2013
D681,613	7 May 2013
D681,616	7 May 2013
D681,617	7 May 2013
D681,618	7 May 2013
D681,619	7 May 2013
D681,621	7 May 2013
D681,622	7 May 2013

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<u>Patent Number</u>	<u>Issue Date</u>
D681,623	7 May 2013
D683,339	28 May 2013
D683,340	28 May 2013
D683,341	28 May 2013
D683,955	11 Jun 2013
D684,149	11 Jun 2013
D684,568	18 Jun 2013
D687,025	30 Jul 2013
D687,027	30 Jul 2013
D689,851	17 Sep 2013
D691,123	8 Oct 2013
D694,244	26 Nov 2013
D694,521	3 Dec 2013
D694,759	3 Dec 2013
D695,015	10 Dec 2013
D695,297	10 Dec 2013
D695,730	17 Dec 2013
D695,744	17 Dec 2013
D695,746	17 Dec 2013
D697,503	8 Jan 2014
D697,903	21 Jan 2014
D697,904	21 Jan 2014
D697,905	21 Jan 2014
D698,342	28 Jan 2014
D698,343	28 Jan 2014
D698,344	28 Jan 2014
D698,345	28 Jan 2014
D698,346	28 Jan 2014
D699,714	18 Feb 2014
D699,715	18 Feb 2014
D703,197	22 Apr 2014
D703,199	22 Apr 2014
D703,211	22 Apr 2014
D703,530	29 Apr 2014
D703,648	29 Apr 2014
D703,652	29 Apr 2014
D703,653	29 Apr 2014
D703,654	29 Apr 2014
D703,655	29 Apr 2014
D703,656	29 Apr 2014

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<u>Patent Number</u>	<u>Issue Date</u>
D704,182	6 May 2014
D704,687	13 May 2014
D705,766	27 May 2014
D705,768	27 May 2014
D707,215	17 Jun 2014
D707,670	24 Jun 2014
D708,850	15 Jul 2014
D709,059	15 Jul 2014
D709,060	15 Jul 2014
D709,061	15 Jul 2014
D709,062	15 Jul 2014
D709,063	15 Jul 2014
D709,064	15 Jul 2014
D709,488	22 Jul 2014
D709,867	29 Jul 2014
D709,868	29 Jul 2014
D709,869	29 Jul 2014
D710,195	5 Aug 2014
D710,344	5 Aug 2014
D710,346	5 Aug 2014
D710,828	12 Aug 2014
D715,043	14 Oct 2014
D716,281	28 Oct 2014
D716,282	28 Oct 2014
D716,284	28 Oct 2014
D719,950	23 Dec 2014
D720,738	6 Jan 2015
D720,740	6 Jan 2015
D721,068	13 Jan 2015
D721,069	13 Jan 2015
D721,070	13 Jan 2015
D721,071	13 Jan 2015
D721,351	20 Jan 2015
D721,358	20 Jan 2015
D722,603	17 Feb 2015
D724,089	10 Mar 2015
D724,094	10 Mar 2015
D725,093	24 Mar 2015
D725,115	24 Mar 2015
D725,117	24 Mar 2015

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<u>Patent Number</u>	<u>Issue Date</u>
D725,119	24 Mar 2015
D726,732	14 Apr 2015
D729,165	12 May 2015
D729,785	19 May 2015
D729,788	19 May 2015
D731,972	16 Jun 2015
D733,695	7 Jul 2015
D738,365	8 Sep 2015
D739,394	22 Sep 2015
D739,857	29 Sep 2015
D741,844	27 Oct 2015
D742,220	3 Nov 2015
D744,471	1 Dec 2015
D748,098	26 Jan 2016
D748,639	2 Feb 2016
D749,596	16 Feb 2016
D761,010	12 Jul 2016
D761,072	12 Jul 2016
D762,631	2 Aug 2016
D762,971	9 Aug 2016
D763,264	9 Aug 2016
D763,842	16 Aug 2016
D765,393	6 Sep 2016
D765,549	6 Sep 2016
D765,627	6 Sep 2016
D765,628	6 Sep 2016
D765,629	6 Sep 2016
D765,632	6 Sep 2016
D765,633	6 Sep 2016
D765,634	6 Sep 2016
D765,635	6 Sep 2016
D765,637	6 Sep 2016
D765,638	6 Sep 2016
D765,639	6 Sep 2016
D765,640	6 Sep 2016
D765,641	6 Sep 2016
D765,642	6 Sep 2016
D765,643	6 Sep 2016
D765,644	6 Sep 2016
D769,856	25 Oct 2016

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<u>Patent Number</u>	<u>Issue Date</u>
D771,611	15 Nov 2016
D772,853	29 Nov 2016
D772,881	29 Nov 2016
D773,445	6 Dec 2016
D780,742	7 Mar 2017

**b. PATENT APPLICATIONS**

<u>Application Number</u>	<u>Filing Date</u>
13/834,268	15 Mar 2013
14/092,120	27 Nov 2013
14/493,314	22 Sep 2014
14/558,391	2 Dec 2014
14/661,210	18 Mar 2015
14/730,298	4 Jun 2015
14/807,498	23 Jul 2015
14/967,561	14 Dec 2015
14/974,886	18 Dec 2015
14/976,221	21 Dec 2015
15/012,263	18 Jan 2016
15/017,894	8 Feb 2016
15/059,560	3 Mar 2016
15/062,399	7 Mar 2016
15/080,082	24 Mar 2016
15/089,512	2 Apr 2016
15/095,915	11 Apr 2016
15/130,098	15 Apr 2016
15/141,462	28 Apr 2016
15/170,993	2 Jun 2016
15/172,966	3 Jun 2016
15/183,903	16 Jun 2016
15/206,369	11 Jul 2016
15/209,854	14 Jul 2016
15/297,784	19 Oct 2016
15/354,522	17 Nov 2016
15/354,719	17 Nov 2016
15/386,619	21 Dec 2016
15/388,113	22 Dec 2016
15/398,468	4 Jan 2017
15/408,973	18 Jan 2017

<u>Application Number</u>	<u>Filing Date</u>
15/419,844	30 Jan 2017
15/437,592	21 Feb 2017
15/444,477	28 Feb 2017
15/455,273	10 Mar 2017
15/481,734	7 Apr 2017
15/494,020	21 Apr 2017
15/584,144	2 May 2017
15/592,432	11 May 2017
15/621,381	13 Jun 2017
15/625,042	16 Jun 2017
15/642,437	6 Jul 2017
15/657,830	24 Jul 2017
15/667,466	2 Aug 2017
15/671,238	8 Aug 2017
15/676,572	14 Aug 2017
29/549,561	22 Dec 2015
29/559,150	24 Mar 2016
29/577,337	12 Sep 2016
29/577,820	15 Sep 2016
29/578,220	20 Sep 2016
29/580,295	7 Oct 2016
29/580,296	7 Oct 2016
29/584,893	18 Nov 2016
29/587,196	12 Dec 2016
29/587,198	12 Dec 2106
29/589,672	4 Jan 2017
29/591,725	23 Jan 2017
29/592,741	1 Feb 2017
29/592,743	1 Feb 2017
29/596,187	6 Mar 2017
29/596,193	6 Mar 2017
29/597,579	17 Mar 2017
29/597,581	17 Mar 2017
29/597,583	17 Mar 2017
29/597,954	21 Mar 2017
29/597,956	21 Mar 2017
29/601,372	21 Apr 2017
29/601,375	21 Apr 2017
29/602,509	1 May 2017

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<u>Application Number</u>	<u>Filing Date</u>
29/603,048	9 May 2017
29/603,410	9 May 2017
29/603,411	9 May 2017
29/603,412	9 May 2017
29/603,414	9 May 2017
29/603,416	9 May 2017
29/603,417	9 May 2017
29/603,418	9 May 2017
29/603,419	9 May 2017
29/603,420	9 May 2017
62/381,326	30 Aug 2016
62/383,857	6 Sep 2016
62/384,314	7 Sep 2016
62/397,404	21 Sep 2016
62/404,959	6 Oct 2016
62/418,646	7 Nov 2016
62/421,478	14 Nov 2016
62/433,905	14 Dec 2016
62/448,218	19 Jan 2017
62/460,004	16 Feb 2017
62/483,999	11 Apr 2017
62/492,721	1 May 2017
62/500,369	2 May 2017
62/508,099	18 May 2017
62/515,004	5 Jun 2017
62/516,002	6 Jun 2017
62/538,212	28 Jul 2017
62/545,571	15 Aug 2017

**II. TREEFROG DEVELOPMENTS, INC.**

**a. ISSUED PATENTS**

<u>Patent Number</u>	<u>Issue Date</u>
8,342,325	1 Jan 2013
8,393,466	12 Mar 2013
8,526,180	3 Sep 2013
8,531,824	10 Sep 2013
8,531,834	10 Sep 2013
8,548,541	1 Oct 2013



<u>Patent Number</u>	<u>Issue Date</u>
8,564,950	22 Oct 2013
8,570,737	29 Oct 2013
8,708,142	29 Apr 2014
8,915,361	23 Dec 2014
8,973,753	10 Mar 2015
8,995,126	31 Mar 2015
9,089,056	21 Jul 2015
9,094,747	28 Jul 2015
9,107,299	11 Aug 2015
9,161,114	13 Oct 2015
9,179,562	3 Nov 2015
9,229,494	5 Jan 2016
9,247,661	26 Jan 2016
9,276,626	1 Mar 2016
9,300,344	29 Mar 2016
9,317,076	19 Apr 2016
9,380,723	28 Jun 2016
9,426,548	23 Aug 2016
9,427,071	30 Aug 2016
9,439,314	6 Sep 2016
9,443,366	13 Sep 2016
9,450,634	20 Sep 2016
9,469,469	18 Oct 2016
9,548,785	17 Jan 2017
9,549,598	24 Jan 2017
9,559,741	31 Jan 2017
9,579,048	28 Feb 2017
9,615,476	4 Apr 2017
9,660,684	23 May 2017
D670,280	6 Nov 2012
D675,161	29 Jan 2013
D685,327	2 Jul 2013
D691,990	22 Oct 2013
D692,419	29 Oct 2013
D693,801	19 Nov 2013
D694,227	26 Nov 2013
D702,637	15 Apr 2014
D704,200	6 May 2014
D714,769	7 Oct 2014

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<u>Patent Number</u>	<u>Issue Date</u>
D714,770	7 Oct 2014
D714,771	7 Oct 2014
D736,158	11 Aug 2015
D736,777	18 Aug 2015

**b. PATENT APPLICATIONS**

<u>Application Number</u>	<u>Filing Date</u>
15/063,980	8 Mar 2016
15/076,800	22 Mar 2016
15/333,949	25 Oct 2016
15/372,111	7 Dec 2016
15/374,960	9 Dec 2016
15/489,231	17 Apr 2017

**SCHEDULE C**

**Trademark Collateral**

**I. OTTER PRODUCTS, LLC**

**a. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
#1 MOST TRUSTED IN SMARTPHONE CASE PROTECTION & DESIGN	4,476,335	1/28/2014
100% DRY APPLICATION & FAUCET DESIGN	4,493,829	3/11/2014
360° & CIRCLE ARROWS DESIGN	4,614,509	9/30/2014
360° COVERAGE & DESIGN	4,578,423	8/5/2014
ABSOLUTE PROTECTION	4,614,409	9/30/2014
ACHIEVER SERIES	5,257,894	8/1/2017
ADAPATABLE PROTECTION	4,456,796	12/24/2013
AGILE PROTECTION	4,379,659	8/6/2013
AGILITY	4,642,633	11/18/2014
AGILITY TABLET SYSTEM & DESIGN	4,761,634	6/23/2015
ALPHA GLASS	4,702,961	3/17/2015
ARMOR SERIES	3,632,231	6/2/2009
ARMOR SERIES	4,616,867	10/7/2014
BUILT FOR OTTERBOX uniVERSE & DESIGN	5,131,880	1/31/2017
CLEAN & FINGERPRINT DESIGN	4,598,049	9/2/2014
CLEARLY PROTECTED	4,318,258	4/9/2013
CLEARLY PROTECTED	4,522,971	4/29/2014
CLEARLY PROTECTED	4,562,347	7/8/2014
COMMUTER	3,791,317	5/18/2010
COMMUTER SERIES	3,963,182	5/17/2011
DEFENDER SERIES	3,623,789	5/19/2009
DEFENDER SERIES	4,616,874	10/7/2014
DEFINING PROTECTION	4,938,458	4/12/2016
EFFORTLESS PROTECTION	4,507,118	4/1/2014
FLOATING OTTER DESIGN	3,791,318	5/18/2010
IMPACT PROTECTION & DESIGN	4,493,830	3/11/2014
IPROTECTION	4,254,952	12/4/2012
LATCH	4,170,062	7/10/2012
LIFEACTIV	4,842,166	10/27/2015
MADE FOR ACTION	4,372,400	7/23/2013
MADE FOR ADVENTURE	4,372,399	7/23/2013
MADE FOR CONFIDENCE	4,499,233	3/18/2014
MADE FOR POWER	4,512,238	4/8/2014
MADE FOR SIMPLICITY	4,511,914	4/8/2014

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MADE FOR THE JOURNEY	4,432,527	11/12/2013
MADE FOR VERSATILITY	4,372,398	7/23/2013
MEETS U.S. MILITARY STANDARD & STARS DESIGN	4,527,901	5/13/2014
OLIVIA THE OTTER	4,348,165	6/4/2013
OLIVIA THE OTTER DESIGN	4,348,166	6/4/2013
OLLIE	4,700,603	3/10/2015
OLLIE THE OTTER	4,782,501	7/28/2015
OLLIE THE OTTER	5,223,273	6/13/2017
ON-THE-GO PROTECTION	5,044,003	9/20/2016
OTTER BOX	2,287,619	10/19/1999
OTTER BOX	3,788,535	5/11/2010
OTTER BOX & FLOATING OTTER ROUNDED RECTANGLE OUTLINE DESIGN (YELLOW DESIGN)	4,293,603	2/19/2013
OTTER FACE DESIGN	4,348,143	6/4/2013
OTTERBOX	3,788,534	5/11/2010
OTTERBOX	4,451,386	12/17/2013
OTTERBOX	4,509,483	4/8/2014
OTTERBOX (Block Letter Stylized)	4,602,221	9/9/2014
OTTERBOX CASE COMPATIBLE & DESIGN	4,493,831	3/11/2014
OTTERBOX CERTIFIED DROP+ PROTECTION & DESIGN	4,990,232	6/28/2016
PREFIX SERIES	4,262,677	12/18/2012
PRESERVER SERIES	4,499,594	3/18/2014
PRIVACY & LOCK DESIGN	4,569,167	7/15/2014
PROFILE SERIES	5,009,534	7/26/2016
PROTECT YOUR CONNECTIONS	4,236,509	11/6/2012
PROTECTION FOR WHAT'S NEXT	4,505,771	4/1/2014
PURSUIT SERIES	4,280,846	1/22/2013
PURSUIITS	4,404,547	9/17/2013
QUICKMOUNT DESIGN	4,856,907	11/17/2015
REFLEX SERIES	3,972,039	5/31/2011
REFLEX ZONE	4,111,433	3/13/2012
RESURGENCE	4,689,636	2/17/2015
SMUDGE-FREE & FINGERPRINT DESIGN	4,493,832	3/11/2014
STATEMENT SERIES	4,952,893	5/3/2016
STRADA SERIES	4,864,518	12/1/2015
STRENGTH	4,079,672	1/3/2012
STYLISH PROTECTION	4,379,570	8/6/2013
SYMMETRY SERIES	4,709,178	3/24/2015
TAKE WHAT'S YOURS	4,317,273	4/9/2013
THE STYLE YOU WANT, THE PROTECTION YOU NEED	4,642,628	11/18/2014

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
THE TOUGHEST CASE EVER BUILT.	4,408,622	9/24/2013
uniVERSE CASE SYSTEM	5,131,881	1/31/2017
UTILITY SERIES	4,064,940	11/29/2011
UTILITY SERIES	4,127,073	4/10/2012
VISUAL PRIVACY & DESIGN	4,500,672	3/25/2014
WE'VE GOT TECHNOLOGY COVERED	3,865,367	10/19/2010

**b. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
DYNAMIC PROTECTION	87/480117	6/8/2017
PURSUIT SERIES & DESIGN	87/480134	6/8/2017
SCREENLESS. FEARLESS.	87/308877	1/20/2017

**II. TREEFROG DEVELOPMENTS, INC.**

**a. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FRĒ	4,397,480	9/3/2013
LET'S GO!	4,285,129	2/5/2013
LIFEJACKET	4,354,783	6/18/2013
LIFEPROOF (009)	4,057,201	11/15/2011
LIFEPROOF (035)	4,360,963	7/2/2013
LIFEPROOF (009)	4,519,288	4/22/2014
LIFEPROOF & RAIN DIRT SNOW SHOCK DESIGN	4,520,890	4/29/2014
NÜÜD	4,467,117	1/14/2014
RAIN DIRT SNOW SHOCK DESIGN	4,301,438	3/12/2013
RAIN DIRT SNOW SHOCK DESIGN	4,522,877	4/29/2014

**b. TRADEMARK APPLICATIONS**

None.