

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A&K S.A. R.L.		10/11/2017	Limited Liability Company: LUXEMBOURG
Abercrombie & Kent Group Holdings, S.A.		10/11/2017	Company: LUXEMBOURG

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	1 North Franklin Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1424298	A&K
Registration Number:	3547995	&
Registration Number:	3592830	ABERCROMBIE & KENT
Registration Number:	3464854	MARCO POLO CLUB
Registration Number:	3330276	INSPIRING EXPERIENCES
Registration Number:	3404250	SIGNATURE SERIES
Registration Number:	3547984	GUARDIAN ANGEL
Registration Number:	3572235	SANCTUARY RETREATS
Registration Number:	4890595	MARCO POLO JOURNEYS
Registration Number:	4532682	SANCTUARY ANANDA
Registration Number:	4941408	WINGS OVER THE WORLD
Registration Number:	5046790	INSPIRING EXPEDITIONS BY GEOFFREY KENT
Registration Number:	4749940	RESIDENT TOUR DIRECTOR
Registration Number:	4745486	TRAVELLER'S VALET
Registration Number:	2291108	SIMPLY THE BEST WAY TO TRAVEL
Registration Number:	4422667	CONNECTIONS
Registration Number:	4429521	CONNECTIONS BY ABERCROMBIE & KENT

CH \$440.00 1424298

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: ccritchelow@mayerbrown.com**Correspondent Name:** Chandra Critchelov**Address Line 1:** 71 S. Wacker Dr.**Address Line 4:** Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Chandra Critchelov
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SIGNATURE:	/CJC/
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DATE SIGNED:	12/01/2017
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Total Attachments: 16

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") dated as of October 11, 2017 is among A&K S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 39766 (the "Lux Borrower"), ABERCROMBIE & KENT USA, LLC (each a "Debtor" and collectively the "Debtors") and PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of October 11, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Lux Borrower, certain Affiliates of the Lux Borrower, the Lenders party thereto and the Administrative Agent, the Lenders have extended Revolving Commitments to make Revolving Loans to Abercrombie & Kent U.S. Group Holdings, Inc. and the Lux Borrower;

WHEREAS, the Debtors and certain of their affiliates have entered into a Pledge and Security Agreement dated as of October 11, 2017, with the Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Revolving Loans, the Debtors are required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees, for the benefit of the Administrative Agent and each other Secured Creditor, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest in the Collateral. Each Debtor grants to the Administrative Agent for the benefit of the Secured Creditors a continuing lien on and security interest in all of the following property of such Debtor (for each Debtor, the "Collateral"), whether now owned or hereafter acquired:

(a) **Patents.** Patents, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Patent" means and includes (A) all letters patent of the United States of America, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America, now existing or hereafter acquired, including, without limitation, registrations, recordings and applications therefor in the United States Patent and Trademark Office and (B) all reissues, continuations, continuations-in-part or extensions thereof), including, without limitation, each

Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Debtor's Patents;

(b) **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(c) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademarks" means and includes (A) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all 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 the United States of America, any state thereof or any political subdivision thereof and (B) all renewals thereof), including, without limitation, each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(d) **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(e) **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Copyrights" means and includes (A) all original works of authorship fixed in any tangible medium of expression, 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 Copyright Office or in any similar office or agency of the United States of America or any state thereof and (B) all renewals thereof), including, without limitation, each Copyright registration listed on Schedule C-1 hereto;

(f) **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Copyright Licenses" means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including, without limitation, the agreements described in Schedule C-2 hereto, and all royalties and other sums due or to

become due under or in respect of the Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums; and

(g) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (E) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B), (C) and (D).

Notwithstanding anything to the contrary in clauses (a) - (g) above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include (i) any general intangible that is now or hereafter held by any Debtor to the extent that such general intangible (or any agreement evidencing such general intangible) contains a term or is subject to a rule of law, statute or regulation that restricts or prohibits, or requires a consent (that has not been obtained) of a Person (other than the Debtor or any Subsidiary) to, the creation, attachment or perfection of the lien or security interest granted herein, to the extent any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC); provided that (x) this clause (i) shall not include any proceeds of any general intangible and (y) any general intangible that at any time ceases to satisfy the criteria set forth in this clause (i) (whether as a result of the applicable Person obtaining any necessary consent, any change in any rule of law, statute or regulation or otherwise), shall no longer be subject to the exclusion set forth in this clause (i); OR (ii) any "intent to use" trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect thereto.

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 benefit of the Secured Creditors pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

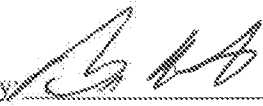
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations. Upon termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of the Debtors, forthwith release its Lien hereunder. Upon the sale, transfer or other disposition of any Collateral in accordance with the terms and conditions of the Credit Agreement (including a sale, transfer or disposition permitted by the terms of the Credit Agreement or that has otherwise been consented to by the Administrative Agent), the Administrative Agent shall, upon the request and at the expense of the applicable Debtor, promptly release its Lien on such Collateral.

Section 5. Governing Law. This Agreement shall be deemed to be a contract under the Laws of the State of Illinois without regard to its conflict of laws principles. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

A&K S.À R.L.

By: 

Name: Brett E. Fichte
Title: Director

ABERCROMBIE & KENT USA, LLC

By: 

Name: Brett E. Fichte
Title: Treasurer & Secretary

Accepted and agreed to as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 

Name: Brandon Norder

Title: Senior Vice President

SCHEDULE A-1

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent Numbers
and Pending Patent Application Numbers

None.

SCHEDULE A-2

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent Licenses

None.

SCHEDULE B-1

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademark Registrations and Applications

Credit Party	Trademark	Filing Office / Jurisdiction	Registration Date	Application / Registration No.
A&K S.à r.l.	A&K	United States Patent and Trademark Office	06-Jan-87	1,424,298
A&K S.à r.l.	& (design)	United States Patent and Trademark Office	16-Dec-08	3,547,995
A&K S.à r.l.	ABERCROMBIE & KENT	United States Patent and Trademark Office	17-Mar-09	3,592,830
A&K S.à r.l.	MARCO POLO CLUB	United States Patent and Trademark Office	15-Jul-08	3,464,854
A&K S.à r.l.	INSPIRING EXPERIENCES	United States Patent and Trademark Office	06-Nov-07	3,330,276
A&K S.à r.l.	SIGNATURE SERIES	United States Patent and Trademark Office	01-Apr-08	3,404,250
A&K S.à r.l.	GUARDIAN ANGEL	United States Patent and Trademark Office	16-Dec-08	3,547,984
A&K S.à r.l.	SANCTUARY RETREATS	United States Patent and Trademark Office	10-Feb-09	3,572,235
A&K S.à r.l.	MARCO POLO JOURNEYS	United States Patent and Trademark Office	19-Jan-16	4,890,595
A&K S.à r.l.	SANCTUARY ANANDA	United States Patent and Trademark Office	20-May-14	4,532,682
A&K S.à r.l.	WINGS OVER THE WORLD	United States Patent and Trademark Office	19-Apr-16	4,941,408
A&K S.à r.l.	INSPIRING EXPEDITIONS BY	United States Patent and	20-Sep-16	5,046,790

Credit Party	Trademark	Filing Office / Jurisdiction	Registration Date	Application / Registration No.
A&K S.à r.l.	GEOFFREY KENT RESIDENT TOUR DIRECTOR	Trademark Office United States Patent and Trademark Office	02-Jun-15	4,749,940
A&K S.à r.l.	TRAVELLER'S VALET	United States Patent and Trademark Office	12-Dec-14	4,745,486
A&K S.à r.l.	SIMPLY THE BEST WAY TO TRAVEL	United States Patent and Trademark Office	09-Nov-99	2,291,108
A&K S.à r.l.	CONNECTIONS	United States Patent and Trademark Office	22-Oct-13	4,422,667
A&K S.à r.l.	CONNECTIONS BY ABERCROMBIE & KENT	United States Patent and Trademark Office	05-Nov-13	4,429,521

SCHEDULE B-2

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademark Licenses

None.

SCHEDULE C-1

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyright Registrations and Applications¹

Debtor	Title	Registration No.	Author
Abercrombie & Kent, Inc.	<u>Africa.</u>	TX0006894544	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Africa & Egypt.</u>	TX0006050540	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Antarctica.</u>	TX0006907197	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Canal & River Cruising in Europe.</u>	TX0006907199	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Canal & river cruising in Europe.</u>	TX0006051172	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>China, Orient & India.</u>	TX0006911035	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Egypt, Morocco & Beyond.</u>	TX0007160799	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc. Cyndi Carroll	<u>Europe.</u>	TX0006965283	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc. Design Horizons International, Inc. (now dissolved)	<u>Europe.</u>	TX0006050561	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>European Villas.</u>	TX0006952585	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	<u>Family Holidays.</u>	TX0006911481	Abercrombie & Kent, employer for hire

¹ On June 30, 2009, Abercrombie & Kent, Inc. merged into Abercrombie & Kent USA, LLC ("A&K USA"), with A&K USA being the surviving entity.

Debtor	Title	Registration No.	Author
Abercrombie & Kent, Inc.	Latin America & The Galapagos.	TX00006891712	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	Marco Polo Invitational Programs, Aug - Dec 2009.	TX00006911475	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	Private Journeys.	TX00006911479	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	South America & Galapagos.	TX00006050544	Abercrombie & Kent, employer for hire of Design Horizons International, Inc.
Abercrombie & Kent, Inc.	The World of A&K.	TX00006911025	Abercrombie & Kent, employer for hire
Abercrombie & Kent, Inc.	Africa & Egypt.	TX00006287928	[not designated on record]
Abercrombie & Kent, Inc.	Amazon : aboard "Andrea" one of the premiere small expeditionary vessels of the world.	TX00006061302	[not designated on record]
Abercrombie & Kent, Inc.	Antarctica.	TX00006338100	[not designated on record]
Abercrombie & Kent, Inc.	Antarctica.	TX00006356495	[not designated on record]
Abercrombie & Kent, Inc.	Antarctica.	TX00006148670	[not designated on record]
Abercrombie & Kent, Inc.	Argentina, Brazil & Chile.	TX00006345360	[not designated on record]
Abercrombie & Kent, Inc.	Australia & New Zealand.	TX00006345364	[not designated on record]
Abercrombie & Kent, Inc.	Canal & river cruising in Europe.	TX00006295219	[not designated on record]
Abercrombie & Kent, Inc.	Caribbee Islands : aboard "Sea Cloud."	TX00006061303	[not designated on record]
Abercrombie & Kent, Inc.	Celebrations.	TX00006302168	[not designated on record]
Abercrombie & Kent, Inc.	China & Hong Kong.	TX00006356493	[not designated on record]
Abercrombie & Kent, Inc.	Circumnavigation of South America : an extraordinary journey by private jet.	TX00006148672	[not designated on record]
Abercrombie & Kent, Inc.	Costa Rica & Panama.	TX00006345361	[not designated on record]
Abercrombie & Kent, Inc.	Croatia, Bulgaria, Romania &	TX00006356488	[not designated on record]

Debtor	Title	Registration No.	Author
Abercrombie & Kent, Inc.	Slovenia.	TX00006290041	[not designated on record]
Abercrombie & Kent, Inc.	Dubai & beyond.	TX00006356498	[not designated on record]
Abercrombie & Kent, Inc.	East Africa.	TX00006345359	[not designated on record]
Abercrombie & Kent, Inc.	Ecuador & Galapagos.	TX00006356497	[not designated on record]
Abercrombie & Kent, Inc.	Egypt.	TX00006290043	[not designated on record]
Abercrombie & Kent, Inc.	Europe.	TX00006175905	[not designated on record]
Abercrombie & Kent, Inc.	Europe and the Mediterranean: an extraordinary journey by private jet.	TX00006290045	[not designated on record]
Abercrombie & Kent, Inc.	European villas.	TX00006148671	[not designated on record]
Abercrombie & Kent, Inc.	Family digest.	TX00006305914	[not designated on record]
Abercrombie & Kent, Inc.	Family digest.	TX00006155571	[not designated on record]
Abercrombie & Kent, Inc.	France.	TX00006345367	[not designated on record]
Abercrombie & Kent, Inc.	Germany & Austria.	TX00006356490	[not designated on record]
Abercrombie & Kent, Inc.	India.	TX00006356496	[not designated on record]
Abercrombie & Kent, Inc.	India, Orient, Australia & New Zealand.	TX00006290044	[not designated on record]
Abercrombie & Kent, Inc.	India, Orient, Australia & New Zealand.	TX00006054520	[not designated on record]
Abercrombie & Kent, Inc.	Indochina.	TX00006345363	[not designated on record]
Abercrombie & Kent, Inc.	Italy.	TX00006356499	[not designated on record]
Abercrombie & Kent, Inc.	North America: ranches, river safaris & Alaska cruising.	TX00006148673	[not designated on record]
Abercrombie & Kent, Inc.	North American luxury wilderness adventure.	TX00006295220	[not designated on record]
Abercrombie & Kent, Inc.	Peru & Bolivia.	TX00006356492	[not designated on record]
Abercrombie & Kent, Inc.	Poland, Hungary & Czech Republic.	TX00006356489	[not designated on record]
Abercrombie & Kent, Inc.	Private journeys.	TX00006295221	[not designated on record]
Abercrombie & Kent, Inc.	Private journeys.	TX00006069880	[not designated on record]

Author	Title	Registration No.	Author
Abercrombie & Kent, Inc.	Russia.	TX00006356486	[not designated on record]
Abercrombie & Kent, Inc.	Scandinavia.	TX00006356487	[not designated on record]
Abercrombie & Kent, Inc.	South Africa, Zambia, Botswana & Zimbabwe.	TX00006345365	[not designated on record]
Abercrombie & Kent, Inc.	South America & Galapagos.	TX00006290042	[not designated on record]
Abercrombie & Kent, Inc.	South America by private jet : an extraordinary journey.	TX00006338102	[not designated on record]
Abercrombie & Kent, Inc.	Spain, Portugal & Morocco.	TX00006345366	[not designated on record]
Abercrombie & Kent, Inc.	Thailand & Myanmar.	TX00006345362	[not designated on record]
Abercrombie & Kent, Inc.	Tour & cruise digest.	TX00006305915	[not designated on record]
Abercrombie & Kent, Inc.	Tour & cruise digest.	TX00006155572	[not designated on record]
Abercrombie & Kent, Inc.	Turkey & Greece.	TX00006356491	[not designated on record]
Abercrombie & Kent, Inc.	United Kingdom & Ireland.	TX00006356494	[not designated on record]
Abercrombie & Kent, Inc.	Whistler Blackcomb luxury skiing.	TX00006290040	[not designated on record]
Abercrombie & Kent, Inc. in original name of Abercrombie & Kent International, Inc.	Holidays in Africa : British Airways, 1979-1981	TX00000370582	[not designated on record]

SCHEDULE C-2

TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyright Licenses

None.