

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Security Agreement as Recorded at r/f 6192/0590		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW VIEW GIFTS & ACCESSORIES, LTD.		12/11/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MIDCAP BUSINESS CREDIT LLC		
Street Address:	433 SOUTH MAIN STREET		
City:	WEST HARTFORD		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3392931	PRESENTING LIFE	
Registration Number:	1974630	PRINZ	
Registration Number:	2002944	PRINZ	
Registration Number:	2004306	PRINZ	
Registration Number:	5231194	PRINZ AT HOME	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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:	617-345-3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham, Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	48974.20		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	01/19/2018		

CH \$140.00 3392931

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT (ALL ASSETS)

This First Amendment to Loan and Security Agreement (All Assets) (the "Amendment"), dated as of December 11, 2017, is made by and between MidCap Business Credit LLC, a Texas limited liability company (hereinafter called the "Lender") and New View Gifts & Accessories, Ltd., a Pennsylvania corporation (the "Borrower").

RECITALS

WHEREAS, the Borrower and Lender have entered into a Loan and Security Agreement (All Assets) dated as of October 26, 2017 (the "Loan Agreement" and collectively, the Loan Agreement and any and all documents executed or delivered in connection therewith, as the same may be amended or modified from time to time, shall be referred to herein as the "Loan Documents");

WHEREAS, the Borrower has acquired certain assets of a third party and has requested a modification of the schedules to the Loan Agreement to reflect the impact of such acquisition, and the Lender has agreed to grant such request, subject to the terms and conditions provided herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Loan Agreement shall have the same meanings as defined therein, unless otherwise defined herein.

2. Amendment to Loan Agreement. The Loan Agreement is hereby amended as of the date hereof as follows:

a) Section 6(a). Section 6(a) of the Loan Agreement is hereby restated as follows:

" (a) The account is not more than ninety five (95) days from the date of the invoice thereof, provided however with respect to accounts from Target Corp (for avoidance of doubt, inclusive of Target Stores Import FCA and Target Stores International) only such period shall be one hundred twenty (120) days."

b) Schedule F. Schedule "F" to the Loan Agreement is hereby restated with the Schedule "F" attached hereto.

c) Exhibit 2. Exhibit 2 to the Loan Agreement is hereby amended by deleting the words "Target Stores Import FCA" and replacing them with "Target Corp (for avoidance of doubt, inclusive of Target Stores Import FCA and Target Stores International)".

3. Effect of this Amendment: Ratification. Upon the effectiveness of this Amendment (i) except as expressly amended hereby, no other changes or modifications to the Loan Agreement or the other Loan Documents are intended or implied and each shall remain in full force and effect in accordance with its respective provisions thereof on the date hereof, (ii) in all other respects, the Loan Agreement and the other Loan Documents are hereby specifically ratified, restated and confirmed by all parties hereto, (iii) the Loan Agreement and this Amendment shall be read and construed as one agreement and (iv) all references to the Loan Agreement in the Loan Agreement and the other Loan Documents shall be deemed to be references to the Loan Agreement, as amended hereby.

4. Representations and Warranties. Borrower hereby represents and warrants to the Lender that the Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.

5. Costs and Expenses. Borrower hereby reaffirms its agreement under the Loan Agreement to pay or reimburse Lender on demand for all costs and expenses incurred by Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, Borrower specifically agrees to pay all fees and disbursements of counsel to Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. Borrower hereby agrees that Lender may, at any time or from time to time in its sole discretion and without further authorization by the Borrower, make a loan to the Borrower under the Loan Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, costs and expenses.

6. Miscellaneous. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Counterpart signature pages to this Amendment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

[Continued on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

BORROWER:

NEW VIEW GIFTS & ACCESSORIES, LTD.

By: _____

Name: John J. Brennan

Title: President

LENDER:

MIDCAP BUSINESS CREDIT LLC

By: _____

Steven A. Samson, President

[Signature Page to First Amendment to Loan and Security Agreement (All Assets)]

TRADEMARK
REEL: 006256 FRAME: 0055

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.


BORROWER:

NEW VIEW GIFTS & ACCESSORIES, LTD.

By: _____
Name: John J. Brennan
Title: President

LENDER:

MIDCAP BUSINESS CREDIT LLC

By:  _____
Steven A. Samson, President

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of October 26, 2017, is made by and between New View Gifts & Accessories, Ltd., a Pennsylvania corporation, having an address at 311 E. Baltimore Pike, Media, PA 19063 (the “Debtor”), and MidCap Business Credit LLC, a Texas limited liability company (the “Secured Party”), having a business location at 433 South Main Street, West Hartford, Connecticut 06110.

Recitals

The Debtor and the Secured Party are parties to a Loan and Security Agreement (All Assets) of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of formation. This Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business(es) of the Debtor or any affiliate (as such term is defined in the Loan Agreement and hereinafter referred to as "Affiliate"). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor,

constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to or controls each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may

reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, and subject to the terms of Section 3(i), the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

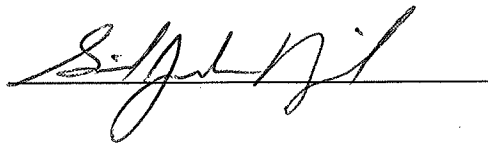
7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement or any financing statement signed by the Debtor may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement or any financing statement signed by the Debtor by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof. This Agreement shall be governed by the internal law of the State of Connecticut without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

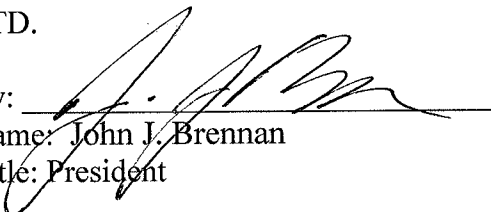
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WITNESS:



DEBTOR:

NEW VIEW GIFTS & ACCESSORIES,
LTD.

By: 
Name: John J. Brennan
Title: President

SECURED PARTY:

MIDCAP BUSINESS CREDIT LLC

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

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NEW VIEW GIFTS & ACCESSORIES,
LTD.

By: _____
Name: John J. Brennan
Title: President

SECURED PARTY:

MIDCAP BUSINESS CREDIT LLC

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


Donald T. Thiesen

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006256 FRAME: 0063

SCHEDULE "F" (Section 4(o)(i))

Intellectual Property

List of all Owned Intellectual Property, Licensed Intellectual Property, etc. (see attached):

NEW VIEW GIFTS & ACCESSORIES, LTD

ACTIVE WORLDWIDE PATENTS AND PENDING PATENT APPLICATIONS

PATENTS AND PATENT APPLICATIONS OWNED BY NEW VIEW

UNITED STATES ISSUED PATENTS

<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue or Expiration Date</u>	<u>Title</u>
D658057	Sept. 28, 2010	April 24, 2026	LID FOR BEVERAGE CUP
9224315	Nov. 17, 2006	March 11, 2030 (assumes payment of all Maintenance Fees)	DISPLAY BOARD

UNITED STATES PATENT APPLICATIONS

<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>
29/567,273	June 7, 2016	CABINET
29/568,087	June 15, 2016	CABINET

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

<u>Application Number</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
171995	Canada	December 6, 2016	CABINET
172112	Canada	December 13, 2016	CABINET
172113	Canada	December 13, 2016	CABINET
175380	Canada	December 13, 2016	CABINET

Excluded Intellectual Property


Country	Patentable Subject	Application No. & Filing Date	Patent Number & Issue Date	Status	Expiration Date
U.S.A.	Design: Display Board	29/250529 Nov. 17, 2006	D560368 Jan. 29, 2008	Granted	Jan. 29, 2022
U.S.A.	Design: Display Board	29/250530 Nov. 17, 2006	D572911 July 15, 2008	Granted	July 15, 2022
U.S.A.	Design: Display Board	29/250531 Nov. 17, 2006	D567858 Apr. 29, 2008	Granted	Apr. 29, 2022
U.S.A.	Design: Display Board	29/250527 Nov. 17, 2006	D573187 July 15, 2008	Granted	July 15, 2022
U.S.A.	Design: Display Board	29/250528 Nov. 17, 2006	D573188 July 15, 2008	Granted	July 15, 2022

NEW VIEW GIFTS & ACCESSORIES, L.T.C.

WORLDWIDE ACTIVE TRADEMARK/SERVICE MARK REGISTRATIONS/APPLICATIONS

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration or Filing Date</u>
BEST OF BREED	4172368	July 10, 2012
BEST OF BREED (expanded goods)	4422711	Oct. 22, 2013
COUNTRY DRINKING JAR & Design	4814940	Sept. 15, 2015
DOWN HOME COUNTRY DRINKWARE	4598069	Sept. 2, 2014
DOWN HOME COUNTRY DRINKWARE & Design	4598068	Sept. 2, 2014
ECO STYLE & Design	4183841	July 31, 2012
ECO STYLE	4183840	July 31, 2012
FRENCH MEMO BOARD	2685192	Feb. 11, 2003
FRONT STREET	4115516	Mar. 20, 2012
FRONT STREET (stylized)	4210451	Sept. 18, 2012
HAVEN	4268736	Jan. 1, 2013

HAVEN (expanded goods)	4580527	Aug. 5, 2014
IV WALLS	4580909	Aug. 5, 2014
PEG-IT	5073723	Nov. 1, 2016
PRESENTING LIFE	3392931	Mar. 4, 2008
PRINZ	1974630	May 21, 1996
PRINZ	2002944	Sept. 24, 1996
PRINZ	2004306	Oct. 1, 1996
	5231194	June 27, 2017

U.S. TRADEMARK AND SERVICE MARK APPLICATIONS

<u>Trademark</u>	<u>Filing Number</u>	<u>Filing Date</u>
HAVEN HOME DÉCOR LIVE WITH WHAT YOU LOVE (Stylized)	87/409,987	April 13, 2017
HAVEN HOME DECOR	87/409,955	April 13, 2017

COLLECTIVE MEMBERSHIP MARKS

None.

CHINESE TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FRONT STREET (Class 4)	8533265	Aug. 7, 2011
FRONT STREET (Class 11)	8533264	Aug. 7, 2011
FRONT STREET (Class 16)	8533263	Dec. 14, 2011
FRONT STREET (Class 20)	8533262	Dec. 14, 2011
FRONT STREET (Class 20)	8533261	Aug. 7, 2012
PRINZ	1114586	Feb. 18, 2013

VIETNAMESE TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PRINZ	1114586	May 10, 2013

UNREGISTERED MARKS

U.S. COPYRIGHTS IN THE NAME OF
NEW VIEW GIFTS & ACCESSORIES, INC.

<u>Copyright Title</u>	<u>Copyright Registration No.</u>	<u>Registration Date</u>
Aloha girl resin wall plaque packaging: no. WP-222	VA1-248-332	May 7, 2003
Ancient tile resin wall plaque packaging: no. WP-266	VA1-228353	June 26, 2003
Asian fan shaped memo board: no. A615- 87	VA1-259829	July 7, 2004
Ballerina teddy bear shaped memo board: no. A615-76	VA1-279-717	July 15, 2004
Barnwood Box Packaging	Case #1- 6045077231	Filed: November 27, 2017
Baseball teddy bear shaped memo board: no. A615-80	VA1-296-575	June 21, 2004
Big One	VA1-197-375	Mar. 26, 2002
Black dress with pearls shaped memo board	VA1-269-915	June 18, 2004
Blue cell phone shaped memo	VA1-278-988	June 24, 2004

boards: no. A615-54		
Bonappetit chef resin wall plaque packaging: no. WP- 264	VA1-278-556	Aug. 27, 2004
Bow-tie teddy bear shaped memo board: no. A615-75	VA1-278-822	June 25, 2004
Brown dog shaped memo board: no. A615- 32	VA1-262-741	June 21, 2004
Butterfly shaped memo board: no. A615- 02	VA1-276-642	July 8, 2004
Cafe sign shaped memo board: A615- 68	VA1-301-574	July 12, 2004
CB 2 pack autumn/summer harvest resin wall plaque packaging: no. WP- 216	VA1-248-333	May 7, 2003
Champagne bottle shaped memo board: A615-67	VA1-301-573	July 12, 2004
Champagne fluted shaped memo board	VA1-283-688	July 8, 2004
Cheri Blum 4 pack spring floral resin	VA1-228-366	May 7, 2003

wall plaque series packaging: no. WP-214		
Cheri blum calla lilies resin wall plaque packaging: no. WP-234	VA1-279-447	May 16, 2003
Cheri blum field flowers/garden flowers vertical resin wall plaque packaging: no. WP-207	VA1-279-451	May 16, 2003
Cheri blum French Memo Board: no. PI-012	VA1-216-821	Mar. 26, 2003
Cheri blum rose panels resin wall plaque packaging: no. WP-261	VA1-218-741	June 26, 2003
Cheri blum spring florals/exotic resin wall plaque packaging: no. WP-206	VA1-279-452	May 16, 2003
Christmas ornament shaped memo board: A615-71	VA1-301-575	July 12, 2004
Christmas tree shaped memo board: A615-	VA1-301-576	July 12, 2004

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Christmas tree candelabra	VAU1-183-068	Jan. 3, 2003
Coffee cup with steam shaped French memo board: no. A615a-08	VA1-266-064	June 21, 2004
Coffee cup with steam shaped memo board: no. A615-17	VA1-267-976	June 24, 2004
Cosmopolitan shaped memo board: no. A615-56	VA1-306-610	July 12, 2004
Country Drinking Jar Sunburst	VA1-848-763	Mar. 1, 2013
Country tea time resin wall plaque packaging: no. WP- 202	VA1-279-453	May 16, 2003
Cowboy boot shaped memo board: no. A615-85	VA1-306-611	July 12, 2004
Cozy cat horizontal resin wall plaque packaging: no. WP- 232-2	VA1-279-449	May 16, 2003
Cozy cat vertical resin wall plaque packaging: no. WP- 232-1	VA1-279-450	May 16, 2003

Daiquiri shaped memo board with resin buttons	VA1-264-709	June 24, 2004
Dark blue star shaped memo board: no. NV-5557	VA1-268-040	June 21, 2004
Divine tranquility resin wall plaque packaging: no. WP-233	VA1-279-448	May 16, 2003
Dog plush shaped memo board	VA1-269-914	June 18, 2004
Duck plush shaped memo board	VA1-269-911	June 18, 2004
Elephant plush shaped memo board	VA1-269-913	June 18, 2004
Emerald dress shaped memo board: no. E631-31	VA1-315-541	July 12, 2004
Fab Memo Board: a creative display for photos, mementos, greeting cards and much more	VA1-197-403	Mar. 26, 2003
Fab memo board label: no. 7	VA1-228-579	Mar. 26, 2003
Fab memo board label: no. 8	VA1-228-581	Mar. 26, 2003
Fab memo board: no.	VA1-197-518	Mar. 26, 2003

PI-014		
Flip flips shaped memo board: no. A615-57	VA1-305-781	July 16, 2004
Floor screen French memo board label: no. 16	VA1-292-237	Mar. 26, 2003
Floor screen French memo board: no. PI-010	VA1-186-301	Mar. 26, 2003
Floor screen French memo board: no. PI-038	VA1-257-803	Apr. 2, 2003
Floor screen French memo board: no. PI-041	VAu-590-562	Apr. 9, 2003
Floral still life resin plaque packaging: no. WP-263	VA1-295-551	June 30, 2003
Flower shaped memo board	VA1-264-700	June 24, 2004
Football helmet shaped memo board: no. A615-28	VA1-314-510	June 18, 2004
Framed flower resin wall plaque packaging: no. WP-210	VA1-197-389	May 7, 2003

Framed flowers resin wall plaque packaging: no. WP-210	VA1-250-748	Apr. 29, 2003
French kitchen resin wall plaque packaging: no. WP231	VA1-222-432	May 9, 2003
French Memo Board: a creative display for photos, mementos, greeting cards and much more	VA1-197-419	Mar. 26, 2003
French Memo Board: a creative display for photos, mementos, greeting cards and much more	VA1-197-418	Mar. 26, 2003
French memo board label	VA1-228-342	Mar. 26, 2003
French memo board label: no. 4	VA1-228-580	Mar. 26, 2003
French memo board: no. PI-001B	VA1-205-118	Apr. 9, 2003
French Memo Board: no. PI-002	VA1-216-820	Mar. 26, 2003
French Memo Board: no. PI-006	VA1-211-602	Mar. 26, 2003
French Memo Board: no. PI-017	VA1-216-823	Mar. 26, 2003
French Memo Board: no. PI-025	VA1-216-822	Mar. 26, 2003
French Memo Board:	VA1-209-247	Mar. 26, 2003

no. PI-026		
French Memo Board: no. PI-028	VA1-216-818	Mar. 26, 2003
French memo board: no. PI-040	VAu-590-563	Apr. 9, 2003
French memo board target label: no. 23	VA1-232-440	Mar. 26, 2003
Frog plush shaped memo board	VA1-269-910	June 18, 2004
Frog shaped memo board: no. A615-43	VA1-268-042	June 21, 2004
Gold/black printed dress shaped memo board	VA1-264-705	June 18, 2004
Gold/black printed purse shaped memo board	VA1-264-701	June 18, 2004
Gold/black purse shaped memo board	VA1-264-702	June 18, 2004
Gold/black shoe shaped memo board	VA1-264-706	June 18, 2004
Gold scroll dress shaped memo board: no. E640-31	VA1-306-612	July 12, 2004
Gray cat shaped memo board: no. A615- 38a	VA1-267-975	June 24, 2004
Green dressform shaped memo board: no. G615-25	VA1-314-509	June 21, 2004

Green handbag shaped memo board	VA1-283-687	July 8, 2004
Green heeled shoe shaped memo board: no. G618-25	VA1-267-958	June 21, 2004
Green purse with red ribbon shaped memo board: no. E646-31	VA1-305-782	July 16, 2004
LiLeger Asian garden resin wall plaque packaging: no. WP-260	VA1-279-710	Aug. 23, 2004
Lion plush shaped memo board: no. A615-13	VA1-314-511	June 18, 2004
Lipstick shaped memo board: no. A615-58	VA1-267-974	June 24, 2004
Margarita shaped memo board with resin buttons: no. A615-14	VA1-269-089	June 21, 2004
Martini glass shaped memo board: A615-06	VA1-301-572	July 12, 2004
Mediterranean mood resin wall plaque packaging: no. WP-259	VA1-228-595	June 26, 2003
Megaphone shaped memo board: no.	VA1-304-135	July 15, 2004

A615-22		
Meng elegant florals resin wall plaque packaging: no. WP-247	VA1-279-182	Aug. 26, 2004
Merlot bottle shaped memo board	VA1-283-689	July 8, 2004
Merlot bottle shaped memo board: no. A615-66	VA1-305-784	July 16, 2004
Monkey shaped memo board	VA1-264-699	June 24, 2004
Nail polish shaped memo board: no. A615-59	VA1-278-986	July 8, 2004
Navy jersey shaped memo board: no. A615-23	VA1-279-823	June 25, 2004
NV-10068-00 Never Let Go...Block Candleholder	VAu1-007-018	Apr. 28, 2009
NV-10069-00 Life Takes Us...Block Candleholder	VAu1-007-019	Apr. 28, 2009
NV-10070-00 With a Prayer...Block Candleholder	VAu1-013-073	May 8, 2009
NV-10071-00 Believe...Block Candleholder	VAu1-013-071	May 8, 2009

NV-10072-00 Bless Our Families...Block Candleholder	VAul-013-079	May 8, 2009
NV-10083-00 Monogram E Patterned Monogram Glass Filled Candle	VAul-007-038	Apr. 28, 2009
VN-10084-00 Monogram J. Patterned Monogram Glass Filed Candle	VAul-007-055	Apr. 28, 2009
NV-10085-00 Monogram M Patterned Monogram Glass Filled Candle	VAul-007-057	Apr. 28, 2009
NV-10087-00 Monogram C Patterned Monogram Glass Filled Candle	VAul-007-030	Apr. 28, 2009
NV-10088-00 Monogram H Patterned Monogram Glass Filled Candle	VAul-007-042	Apr. 28, 2009
NV-10089-00 Monogram K Patterned Monogram Glass Filled Candle	VAul-007-048	Apr. 28, 2009

NV-10090-00 Monogram L Patterned Monogram Glass Filled Candle	VAu1-007-045	Apr. 28, 2009
NV-10091-00 Monogram G Patterned Monogram Glass Filled Candle	VAu1-007-040	Apr. 28, 2009
NV-9279-00 Life is a Joumey...Colorblock Pillow	VA1-767-112	Oct. 5, 2009
NV-9280-00 Home...Colorblock Pillow	VA1-767-110	Oct. 5, 2009
NV-9458-00 The Only Journey Color Etching Candleholder	VAu1-012-883	May 8, 2009
NV-9462-00 Measure of Love Color Etching Candleholder	VAu1-005-695	Apr. 28, 2009
NV-9519-00 Follow our Heart Sentiment Scrollwork Candleholder	VAu1-010-953	May 8, 2009
NV-9559-00 Cherish, Live, Dream Color Etching	VAu1-012-878	May 8, 2009

Candleholder		
NV-9561-00 What Makes You Happy Color Etching Candleholder	VAul-005-694	Apr. 28, 2009
NV-9655-00 Monogram A Patterned Monogram Glass Filled Candle	VAul-007-036	Apr. 28, 2009
NV-9656-00 Monogram B Patterned Monogram Glass Filled Candle	VAul-007-052	Apr. 28, 2009
NV-2657-00 Monogram D Patterned Monogram Glass Filled Candle	VAul-007-033	Apr. 28, 2009
NV-9765-00 May Our Home...Colorblock Pillow	VA1-767-109	Oct. 5, 2009
NV-2766-00 Dance, Love, Sing...Colorblock Pillow	VA1-767-131	Oct. 5, 2009
NV-9767-00 Be Warm...Colorblock Pillow	VA1-767-116	Oct. 5, 2009
Olive oil bottle shaped memo board	VA1-264-697	June 30, 2004

Palm tree shaped memo board: no. A615-52	VA1-268-041	June 21, 2004
Parisian store fronts memo board label	VA1-228-343	Mar. 26, 2003
Parisian storefronts, French Memo Board: no. PI-013	VA1-216-819	Mar. 26, 2003
Parisian Street scene resin wall plaque packaging: no. WP-255	VA1-228-594	May 16, 2003
Patio Palms by Albena resin wall plaque packaging: no. WP-265	VA1-228-592	July 7, 2003
Pink/aqua sneaker shaped memo board: no. A615-27	VA1-278-987	June 24, 2004
Pink butterfly shaped memo board	VA1-264-710	June 24, 2004
Pink Cadillac shaped memo board: no. A615-37	VA1-268-043	June 21, 2004
Pink cell phone shaped memo boards: no. A615-54	VA1-269-047	June 18, 2004
Pink dress shaped memo board: no.	VA1-315-538	July 12, 2004

E633-31		
Pink dressform shaped memo board: no. G614-25	VA1-268-038	June 21, 2004
Pink flamingo shaped memo board: no. A615-51	VA1-269-050	June 18, 2004
Pink guitar shaped memo board	VA1-264-698	June 24, 2004
Pink handbag shaped memo board: no. G620-25	VA1-268-039	June 21, 2004
Pink sunglasses shaped memo board: no. A615-86	VA1-278-432	July 8, 2004
Printed silver/black dress shaped memo board: no. E644-31	VA1-314-508	June 21, 2004
Purple dress shaped memo board: no. E630-31	VA1-276-702	Aug. 27, 2004
Purple handbag shaped memo board: no. G621-25	VA1-314-512	June 18, 2004
Red/black printed dress shaped memo board: no. E626-31	VA1-296-577	June 21, 2004

Red/black printed purse shaped memo board: no. E624-31	VA1-296-576	June 21, 2004
Red/black purse shaped memo board: no. E618-31	VA1-279-821	June 25, 2004
Red/black shoe shaped memo board	VA1-264-703	June 18, 2004
Red/blue sneaker shaped memo board: no. A615-35	VA1-279-824	June 25, 2004
Red dress shaped memo board: no. E629-31: Gold dress shaped memo board: no. E637-31	VA1-305-881	July 16, 2004
Red dress with tartan ribbon shaped memo board: no. E638-31	VA1-300-825	July 8, 2004
Red purse with green ribbon shaped memo board: no. E645-31	VA1-315-539	July 12, 2004
Red wine glass shaped memo board: no. A615-90	VA1-304-134	July 12, 2004
Sage dress shaped memo board: no. E635-31	VA1-315-540	July 12, 2004

Sapphire dress shaped memo board: no. E632-31	VA1-315-542	July 12, 2004
Silver/black dress shaped memo board	VA1-264-704	June 18, 2004
Silver/black printed purse shaped memo board: no. E623-31	VA1-265-563	June 22, 2004
Silver/black shoe shaped memo board	VA1-264-707	June 18, 2004
Silver dress shaped memo board: no. E636-31	VA1-278-568	July 8, 2004
Silver scroll dress shaped memo board: no. E641-31	VA1-302-583	July 12, 2004
Snowman shaped memo board: no. A615-70	VA1-268-037	June 21, 2004
Stegasaurus dinosaur shaped memo board: no. A615-55	VA1-305-780	July 16, 2004
T-rex dinosaur shaped memo board	VA1-269-912	June 18, 2004
Telephone shaped memo board	VA1-264-708	June 24, 2004
Vegetable crate resin wall plaque packaging: no. WP-	VA1-228-367	June 7, 2003

205		
Vintage seafood label resin wall plaque packaging: no. WP-238	VA1-279-446	May 16, 2003
Vintage seed packet resin wall plaque packaging: no. WP-200	VA1-279-454	May 16, 2003
Waverly the French memo board: no. PI-039	VAu-592-447	Mar. 26, 2003
Whimsical chef resin wall plaque packaging: no. WP-204	VA1-219-183	May 7, 2003
White tank top shaped memo board: no. A615-33	VA1-268-044	June 21, 2004
White wine glass shaped memo board: no. A615-91	VA1-305-783	July 16, 2004
World chef resin wall plaque packaging: no. WP-211	VA1-197-376	May 7, 2003
World travel—London	VA1-213-328	Nov. 10, 2003
World travel—	VA1-213-329	Nov. 10, 2003

Madrid		
World travel—Paris	VA1-213-327	Nov. 10, 2003
World travel—Rome	VA1-213-330	Nov. 10, 2003
Wreath shaped memo board: no. A615-74	VA1-269-049	June 18, 2004
X525-11 Dream on Pierced Sentiment Stone (K525-12)	VA1-813-871	Apr. 24, 2009
X527-37/NV-8332- 00 Family Metal Framed Art Tile Collage Frame	VA1-766-717	Dec. 22, 2010
X544-29 Live Each Day Color Etching Candleholder	VA1-701-141	May 8, 2009
X544-31 Walk Gently Color Etching Candleholder	VA1-693-957	May 8, 2009
X544-41 Cherish Your Life...Block Candleholder	VAu1-012-884	May 8, 2009
X544-47 Home Blessing...Block Candleholder	VAu1-012-888	May 8, 2009
X544-49 Every Day Miracle...Block Candleholder	VAu1-012-895	May 8, 2009
X546-87 Caring, Sharing, Laughing, Dreaming Color	VAu1-005-692	Apr. 28, 2009

Etching Candleholder		
X547-08 Dreams Feed Your Soul Color Etching Candleholder	VAul-005-697	Apr. 8, 2009
X547-10 Love the Journey Color Etching Candleholder	VAul-005-689	Apr. 28, 2009
X548-78 Where We Love Block Candleholder	VAul-007-024	Apr. 28, 2009
X548-84 Dream Some...Block Candleholder	VAul-007-021	Apr. 28, 2009
X548-86 Two Hearts...Block Candleholder	VAul-013-077	May 8, 2009
X549-64 Home & Family...Block Candleholder	VAul-012-892	May 8, 2009
X551-60/NV-10029- 00 Life Soft Sentiment Collage Frame	VA1-770-656	Apr. 7, 2011
X551-65/NV-9702- 00 All because two people Soft Sentiment Collage Frame	VA1-771-329	Apr. 7, 2011

X551-79 Live & Grow Sentiment Scrollwork Candleholder	VAu1-010-957	May 8, 2009
X551-81 Life, Love Sentiment Scroll work Candleholder	VAu1-010-951	May 8, 2009
X551-83 Dance, Love, Sing, Live Sentiment Scrollwork Candleholder	VAu1-010-949	May 8, 2009
X554-25 Cherish the Moments Color Etching Candleholder	VAu1-005-693	Apr. 28, 2009
X554-27 Everyday Miracle color Etching Candleholder	VAu1-005-690	Apr. 28, 2009
X557-34/NV-10175-00 Family Soft Sentiment Collage Frame	VA1-771-325	Apr. 7, 2011
X557-35/NV-9695-00 Dance, Love, Sing. Live Soft Sentiment Collage Frame	VA1-771-324	Apr. 7, 2011
X587-80	VA1-683-398	Apr. 24, 2009
X588-62	VA1-683-407	Apr. 24, 2009

X592-46 Live, Laugh, Love Pierced Sentiment Stone Plaque	VA1-657-212	March 18, 2009
X592-53	VA1-683-412	Apr. 24, 2009
X592-55 Live Simply Pierced Sentiment Stone Plaque	VA1-657-211	March 18, 2009
X592-93 Hopes Dreams Believe Pierced Sentiment Stone	VA1-813-874	Apr. 24, 2009
X596-31	VA1-683-408	Apr. 24, 2009
X596-33	VA1-683-409	Apr. 24, 2009
X603-11/NV-11247- 00 Faith Family Friends Pumpkin Pillow	VA1-767-126	Oct. 5, 2009
X603-12/NV-11242- 00 Harvest Blessings Pillow	VA1-767-130	Oct. 5, 2009
X603-13/NV-11238- 00 Faith Family Friends Pillow	VA1-767-113	Oct. 5, 2009
X603-15/NV-11244- 00 Autumn Pillow	VA1-767-128	Oct. 5, 2009
X603-16/NV-11246- 00 Welcome to Our Patch Pillow	VA1-767-127	Oct. 5, 2009
X608-70/NY-11404-	VA1-767-119	Oct. 5, 2009

00 Word Tree Pillow		
X608-71/NV-11399-00 REV Happy Holidays Ornaments Pillow	VA1-767-117	Oct. 5, 2009
X608-72/NV-11401-00 Spirit of the Season Pillow	VA1-767-120	Oct. 5, 2009
X613-26 11897-00 Family is the Best Gift of All Pillow	VA1-767-118	Oct. 5, 2009
X613-30/NV-11891-00 Winter Pillow	VA1-767-125	Oct. 5, 2009
X613-92/NV-11892-00 Hug Me Before I Melt Pillow	VA1-767-123	Oct. 5, 2009
X613-93/NV-11403-00 Joy to the World Pillow	VA1-767-124	Oct. 5, 2009
X620-53 Friends Tile Type Frame	VA1-749-092	Oct. 6, 2010
X620-56/NV-12421-00 Grandchildren Soft Sentiment Collage Frame	VA1-770-660	Apr. 7, 2011
X639-74 – Friends Tile Type Frame	VA1-743-071	Oct. 14, 2010
Yellow heeled shoe shaped memo board: no. G617-25	VA1-292-974	June 18, 2004

Yellow star shaped memo board; no. VN- 5558	VAI-26S-562	June 22, 2004
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List of Licensed Intellectual Property (see attached Exhibit A)

All Intellectual Property owned by Blue Moon Acquisition Corporation and licensed to

New View

EXHIBIT A
TRADEMARKS AND COPYRIGHTS

Mark	Registration No.	Registration Date	Expiration Date	Status
DCWV HOME	4191426	08/14/2012	08/14/2018	Registered
BLUE MOON JEWELRY (and design)	4172391	07/10/2012	07/10/2018	Registered
LET US ACCESSORIZE YOUR LIFE!	4199769	08/28/2012	08/28/2018	Registered
DCWV INK (and design)	4156777	06/12/2012	06/12/2018	Registered
BLUE MOON JEWELRY	4267739	01/01/2013	01/01/2019	Registered
MY LIFE MY WALL	4114369	03/20/2012	03/20/2018	Registered
ONCE UPON A WALL	4114368	03/20/2012	03/20/2018	Registered
BEAD SHOP	3506816	09/23/2008	09/23/2018	Registered
BLUE MOON BEADS SHOP	3222145	03/27/2007	03/27/2017	Registered
PRESSED PETALS	3463850	06/24/2008	06/24/2018	Registered
MY LIFE MY WALL	4023367	09/26/2011	09/26/2017	Registered
MY LIFE/MY WALL	4060553	11/22/2011	11/22/2017	Registered
ONCE UPON A WALL	4023365	09/06/2011	09/06/2017	Registered
BLUE MOON	3585409	03/10/2009	03/10/2019	Registered
ONCE IN A BLUE MOON	3649293	07/07/2009	07/07/2019	Registered
BLUE MOON BEADS (and design)	3614310	05/05/2009	05/05/2019	Registered
BEAD BOUTIQUE	3465183	07/15/2008	07/15/2018	Registered
BLUE MOON BEADS	3059867	02/21/2006	02/21/2026	Registered
CREATIVITY INC.	2987837	09/23/2005	Renewed 02/22/16	Registered
SHORTCUTS	4514456	04/15/2014	04/15/2020	Registered
DOMESTIC BLISS DÉCOR	4277355	01/15/2013	01/15/2019	Registered
STORY LOCKETS	4536150	05/27/2014	05/27/2020	Registered
FASHION À LA CARTE	4272963	01/08/2013	01/08/2019	Registered
DCWV DÉCOR	4226704	10/16/2012	10/16/2018	Registered

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