

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOSEPH ENTERPRISES, INC.		05/16/2018	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Institutional Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78351471	CH CH CH CHIA	
Serial Number:	78351473	CH CH CH CHIA	
Serial Number:	77490209	CH CH CH CHIA	
Serial Number:	86460695	CH CH CH CHIA	
Serial Number:	85164705	CH CH CH CHIA OMEGA 3	
Serial Number:	74406094	CHIA	
Serial Number:	75123119	CHIA	
Serial Number:	76416852	CHIA	
Serial Number:	76416818	CHIA	
Serial Number:	74685515	CHIA HEAD	
Serial Number:	76459538	CHIA HERB GARDEN	
Serial Number:	75584901	CHIA PET	
Serial Number:	78920338	CHIA PET	
Serial Number:	74007654	CHIA TREE	
Serial Number:	73608656	CLAPPER	
Serial Number:	74726263	JOSEPH ENTERPRISES	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 78351471

Fax Number: 2165665800

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2165665791

Email: jennifer.hardy@thompsonhine.com

Correspondent Name: James A. Schneider, Jr.

Address Line 1: 3900 Key Center

Address Line 2: 127 Public Square

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	James A. Schneider, Jr.
---------------------------	-------------------------

SIGNATURE:	/s/ James A. Schneider, Jr.
-------------------	-----------------------------

DATE SIGNED:	05/16/2018
---------------------	------------

Total Attachments: 29

source=Intellectual Property Security Agreement (JEI)#page1.tif
source=Intellectual Property Security Agreement (JEI)#page2.tif
source=Intellectual Property Security Agreement (JEI)#page3.tif
source=Intellectual Property Security Agreement (JEI)#page4.tif
source=Intellectual Property Security Agreement (JEI)#page5.tif
source=Intellectual Property Security Agreement (JEI)#page6.tif
source=Intellectual Property Security Agreement (JEI)#page7.tif
source=Intellectual Property Security Agreement (JEI)#page8.tif
source=Intellectual Property Security Agreement (JEI)#page9.tif
source=Intellectual Property Security Agreement (JEI)#page10.tif
source=Intellectual Property Security Agreement (JEI)#page11.tif
source=Intellectual Property Security Agreement (JEI)#page12.tif
source=Intellectual Property Security Agreement (JEI)#page13.tif
source=Intellectual Property Security Agreement (JEI)#page14.tif
source=Intellectual Property Security Agreement (JEI)#page15.tif
source=Intellectual Property Security Agreement (JEI)#page16.tif
source=Intellectual Property Security Agreement (JEI)#page17.tif
source=Intellectual Property Security Agreement (JEI)#page18.tif
source=Intellectual Property Security Agreement (JEI)#page19.tif
source=Intellectual Property Security Agreement (JEI)#page20.tif
source=Intellectual Property Security Agreement (JEI)#page21.tif
source=Intellectual Property Security Agreement (JEI)#page22.tif
source=Intellectual Property Security Agreement (JEI)#page23.tif
source=Intellectual Property Security Agreement (JEI)#page24.tif
source=Intellectual Property Security Agreement (JEI)#page25.tif
source=Intellectual Property Security Agreement (JEI)#page26.tif
source=Intellectual Property Security Agreement (JEI)#page27.tif
source=Intellectual Property Security Agreement (JEI)#page28.tif
source=Intellectual Property Security Agreement (JEI)#page29.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 16th day of May, 2018 by JOSEPH ENTERPRISES, INC., a California corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

NATIONAL ENTERTAINMENT COLLECTIBLES ASSOCIATION, INC., a New Jersey corporation (together with its successors and assigns, "Borrower"), entered into that certain Credit and Security Agreement, dated as of August 5, 2015, with Lender (as amended and as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender continue to grant to Borrower the financial accommodations as described in the Credit Agreement.

Pledgor understands that Lender is willing to continue to grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses,

whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor’s obligations under this Agreement and shall not otherwise sell or

assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, and absent an Event of Default with reasonable prior notice, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the

time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending in connection with the Collateral as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement until the Loan Documents are terminated pursuant to Section 24 hereof.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 hereto as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Maximum Liability of Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor and Lender that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement by Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Lender hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

Pledgor hereby agrees that, in connection with the payments made hereunder, Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Obligations have been irrevocably paid in full, and Pledgor shall not exercise any such contribution rights until the Obligations have been irrevocably paid in full.

18. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

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

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered if made by hand delivery, overnight or certified mail through a nationally recognized courier service or sent by facsimile of electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt (if received during normal business hours on a Business Day, such Business Day, or otherwise the following Business Day) or three Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid. All notices hereunder shall not be effective until received.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

24. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4833-7318-2299.3

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWER AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

JOSEPH ENTERPRISES, INC.

By: 

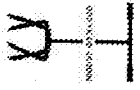
Joel Weinshanker
Chief Executive Officer and Director



SCHEDULE 1

Trademarks and Trademark Applications

See attached.

Trademark and service mark registrations and applications:

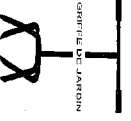
Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Australia 070098- 0649588	CHIA	Registered	910728 Apr 26, 2002	910728 Jun 1, 2004	Joseph Enterprises, Inc.	35 Advertising services, namely, creating corporate and brand identity for others.	Renewal Due Apr 26, 2022
Australia 070098- 0690604	CHIA	Registered	1030370 Nov 17, 2004	1030370 Mar 22, 2005	Joseph Enterprises, Inc.	09 Pre-recorded audio cassettes and compact discs featuring music, stories, and games for families; pre-recorded laser video discs, digital video discs, video cassettes and digital versatile discs featuring movies and TV for families; CD-ROM discs, computer game programs and computer software, featuring family educational software, music and stories; motion picture films for families.	Renewal Due Nov 17, 2024
Australia 070098- 0518573	CHIA PET	Registered	600039 Apr 8, 1993	B600039 Sep 8, 1994	Joseph Enterprises, Inc.	21 Clay animals used as planters and all other goods in this class.	Renewal Due Apr 8, 2020
Australia 070098- 0586838	CLAPPER	Registered	766080 Jun 29, 1998	766080 Feb 12, 1999	Joseph Enterprises, Inc. (000291)	9 Acoustically operated switches for appliances.	Renewal Due Jun 29, 2018
Australia 070098- 0558791	GARDEN CLAW (and design) 	Registered	719239 Oct 8, 1996	719239 Jan 8, 2001	Joseph Enterprises, Inc.	08 Garden tools, hand operated garden implements.	Renewal Due Oct 8, 2026

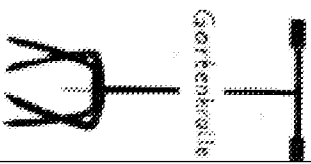
Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Australia 070098- 0575447	JOSEPH ENTERPRISE S AND LOGO 	Registered	752981 Jan 19, 1998	752981 Mar 17, 2000	Joseph Enterprises, Inc. (000291)	01 Growing mix (potting mix) for plants in Class 1. 09 Acoustically operated electromechanical switches. 21 Clay animals used as planters, and clay replicas of plants used as planters. 31 Flower, vegetable and herb seeds.	Renewal Due Jan 19, 2018
Australia 070098- 0584932	THE CLAPPER	Registered	481451 Feb 12, 1988	481451 Aug 2, 1990	Joseph Enterprises, Inc.	9 Sound activated on/off switches for appliances.	Renewal Due Feb 12, 2019
Austria 070098- 0557428	GARTENKRA LLE	Registered	AM351996 Jun 26, 1996	166064 Sep 2, 1996	Joseph Enterprises, Inc.	08 Gardening implement.	Renewal Due Sep 30, 2026
Benelux 070098- 0547543	CHIA	Registered	858571 Oct 31, 1995	594755 Oct 31, 1995	Joseph Enterprises, Inc.	01 Growing mix being natural and artificial compost for sale as part of kit and separately. 21 Plastic and terracotta cups and saucers, being containers for plants, seeds, and growing medium all for sale as part of kit and separately; clay and terracotta animals used as planters; clay and terracotta replicas of plants used as planters; and clay and terracotta figurines used as planters.	Renewal Due Oct 31, 2025
Benelux 070098- 0533223	GRIFFE DE JARDIN 	Registered	831654 Aug 4, 1994	558131 Aug 4, 1994	Joseph Enterprises, Inc.	07 Machines, including lawn-mowers and other mechanical garden utensils, as far as not included in other classes, machine tools; motors (not for land vehicles); coupling and transmission components (except for land vehicles); agricultural implements; incubators for eggs. 08 Hand tools and implements, hand operated, including garden utensils; cutlery, side arms, razors.	Renewal Due Aug 4, 2024


Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Canada 070098- 0673069	CH CH CH CHIA	Registered	1195834 Oct 30, 2003	TMA782100 Nov 10, 2010	Joseph Enterprises, Inc.	00 Kit comprising growing medium, seeds, and clay planter; clay planters; games, namely card games; playthings, namely plush toys, puppets, party favors in the nature of small toys and plastic character toys.	Renewal Due Nov 10, 2025
Canada 070098- 0527206	CHIA	Registered	743804 Dec 17, 1993	TMA445980 Aug 11, 1995	Joseph Enterprises, Inc.	00 Growing mix (potting mix) for plants; for kit comprising plastic cup and saucer; growing medium, and seeds; for clay animals used as planters, and clay replicas of plants used as planter; for flower, vegetable and herb seeds.	Renewal Due Aug 11, 2025
Canada 070098- 0562187	CHIA	Registered	832298 Dec 20, 1996	TMA491132 Mar 10, 1998	Joseph Enterprises, Inc.	00 Clothing for men, women and children, namely, shirts, shorts, pants, sweatshirts, tee shirts, hats, caps, jackets, underwear, socks, ties, scarves, and sweaters.	Renewal Due Mar 10, 2028
Canada 070098- 0690605	CHIA	Registered	1237358 Nov 16, 2004	TMA768622 Jun 3, 2010	Joseph Enterprises, Inc.	00 Pre-recorded audio cassettes and compact discs featuring music, stories, and games for families; pre-recorded laser video discs, digital video discs, video cassettes and digital versatile discs featuring movies and TV for families; CD-ROM discs, computer game programs and computer software, featuring family educational software, music and stories; motion picture films for families.	Renewal Due Jun 3, 2025
Canada 070098- 0510571	CHIA HERB GARDEN	Registered	705944 May 29, 1992	459605 Jun 21, 1996	Joseph Enterprises, Inc.	00 Kit comprising plastic cup and saucer, growing medium and seeds.	Renewal Due Jun 21, 2026
Canada 070098- 0463622	CHIA PET	Registered	566208 Jul 16, 1986	331445 Aug 28, 1987	Joseph Enterprises, Inc.	00 Clay animals used as planters.	Renewal Due Aug 28, 2032
Canada 070098- 0737723	CLAPPER	Registered	1368016 Oct 18, 2007	TMA730817 Dec 11, 2008	Joseph Enterprises, Inc. (000291)	00 Acoustically operated switch.	Renewal Due Dec 11, 2023

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Canada 070098- 0547273	JOSEPH ENTERPRISE S	Registered	795530 Oct 24, 1995	471289 Feb 19, 1997	Joseph Enterprises, Inc.	00 Acoustically operated electromechanical switches; horticultural materials, namely: rooting medium in the form of a body of open-celled hydrophilic polymer and peat moss; plant growing kits comprising planter, rooting medium and seed; planters; clay replicas of plants and animals; Flower, vegetable and herb seeds.	Renewal Due Feb 19, 2027
Canada 070098- 0690044	MANDLE CANDLE	Registered	1236262 Nov 4, 2004	TMA690109 Jun 18, 2007	Joseph Enterprises, Inc.	00 Candles.	Renewal Due Jun 18, 2022
China 070098- 0530314	CHIA	Registered	95011589 Jan 29, 1995	1401884 May 28, 2000	Joseph Enterprises, Inc.	21 Clay animals used as planters, and clay replicas of plants used as planter.	Renewal Due May 27, 2020
China 070098- 0530314	CHIA PET	Registered	95011590 Jan 29, 1995	905717 Nov 28, 1996	Joseph Enterprises, Inc.	21 Clay animals used as planters.	Renewal Due Nov 27, 2026
China 070098- 0547296	JOSEPH ENTERPRISE S	Registered	960004388 Jan 8, 1996	1098534 Sep 14, 1997	Joseph Enterprises, Inc.	20 Kits comprising plastic or terra cotta cup and saucer, growing medium, and seed.	Renewal Due Sep 13, 2027
China 070098- 0547304	JOSEPH ENTERPRISE S	Registered	960004389 Jan 8, 1996	1401885 May 28, 2000	Joseph Enterprises, Inc.	21 Clay animals used as planters, and clay replicas of plants used as planters.	Renewal Due May 27, 2020
European Union 070098- 0673070	CH CH CH CHIA	Registered	3478385 Oct 30, 2003	3478385 May 25, 2005	Joseph Enterprises, Inc.	21 Clay planters and clay planters being part of a kit (comprising growing medium [earth for growing], seeds and clay planter). 28 Games and playthings; sporting articles and decorations for christmas trees.	Renewal Due Oct 30, 2023

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
European Union 070098-0673064	CHIA	Registered	3477742 Oct 30, 2003	3477742 Apr 20, 2007	Joseph Enterprises, Inc.	21 Clay planters and clay planters being part of a kit (comprising frowing medium (earth for growing), seeds and clay planter). 25 Clothing, headgear. 28 Games and playthings; sporting articles and decorations for christmas trees.	Renewal Due Oct 30, 2023
European Union 070098-0690606	CHIA	Registered	4118956 Nov 16, 2004	4118956 Feb 13, 2006	Joseph Enterprises, Inc.	09 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines and data processing equipment; fire extinguishing apparatus; pre-recorded audio cassettes and compact discs featuring music, stories, and games for families; pre-recorded laser video discs, digital video discs, video cassettes and digital versatile discs featuring movies and TV for families; CD-ROM discs, computer game programs and computer software, featuring family educational software, music and stories; motion picture films for families.	Renewal Due Nov 16, 2024
European Union 070098-0673062	CHIA PET	Registered	3483741 Oct 30, 2003	3483741 May 25, 2005	Joseph Enterprises, Inc.	21 Clay planters, and clay planters being part of a kit (comprising growing medium (earth for growing), seeds and clay planter). 28 Games and playthings; sporting articles; and decorations for christmas trees.	Renewal Due Oct 30, 2023
European Union 070098-0673063	CLAPPER	Registered	3479813 Oct 30, 2003	3479813 May 25, 2005	Joseph Enterprises, Inc.	09 Remote controls for video recorders, compact disc recorders and digital video disc recorders; acoustically operated electromechanical switches; apparatus and instruments for switching, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images.	Renewal Due Oct 30, 2023

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
European Union 070098- 0673229	GARDEN CLAW	Registered	3477932 Oct 30, 2003	3477932 May 22, 2006	Joseph Enterprises, Inc.	08 Hand tools and implements.	Renewal Due Oct 30, 2023
European Union 070098- 0673068	JOSEPH ENTERPRISE S	Registered	3479623 Oct 30, 2003	3479623 May 26, 2005	Joseph Enterprises, Inc.	08 Hand tools and implements. 09 Remote controls for video recorders, compact disc recorders and digital video disc recorders; acoustically operated electromechanical switch; apparatus and instruments for switching, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images. 21 Clay planters, and clay planters being part of a kit (comprising growing medium (earth for growing), seeds and clay planters). 28 Games and playthings; sporting articles; and decor.	Renewal Due Oct 30, 2023
European Union	GARTENKRA HLE	Registered	1776558 Jul 20, 2000	1776558 May 21, 2002	Joseph Enterprises, Inc.	08 Manually operable devices for the cultivation, ventilation and loosening of soils and grass areas; manually operable devices for the removal of weeds; for the digging of holes in the ground and for the mixing of soil, fertiliser and compost.	Renewal Due Jul 20, 2020
France 070098- 0547547	CHIA	Registered	95598935 Nov 23, 1995	95598935 May 31, 1996	Joseph Enterprises, Inc.	01 Growing mix (potting mix) for plants. 21 Kit comprising plastic cup and saucer; growing medium, and seeds; for clay animals used as planters, and clay replicas of plants used as planter. 31 Flower, vegetable and herb seeds.	Renewal Due Nov 23, 2025
France 070098- 0600251	GRIF DE JARDIN & DESIGN 	Registered	003016158 Mar 22, 2000	003016158 Mar 22, 2000	Joseph Enterprises, Inc.	7, 8 Class 7: Gardening tools (machines); gardening hand-held tools, mechanically operated. Class 8: Garden tools (hand tools).	Renewal Due Mar 22, 2020

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Germany 070098- 0547545	CHIA	Registered	39544491 Nov 2, 1995	39544491 Jan 29, 1996	Joseph Enterprises, Inc.	01 Growing mix (potting mix) for plants. 21 Kit comprising of plastic cup and saucer; for clay animals used as planters, and clay replicas of plants used as planter. 31 Seeds; flowers, vegetables and herb seeds (equipment with plastics cups and saucers, growth means and seeds).	Renewal Due Nov 2, 2025
Germany 070098- 0526624	GARTENKRA LLE	Registered	J300108Wz Nov 4, 1993	29111717 Sep 19, 1995	Joseph Enterprises, Inc.	08 Betugbarer by Halbdrehung soil cultivator with Beidhandgriff in rotationally symmetric arrangement of tines and a S-form provided at the other end, at one end of a stem.	Renewal Due Nov 4, 2023
Germany 070098- 0559183	GARTENKRA LLE GOLD	Registered	397017480 Jan 17, 1997	39701748 Mar 12, 1997	Joseph Enterprises, Inc.	08 Hand operated gardening implement.	Renewal Due Jan 31, 2027
Germany 070098- 0518589	SMART CLAPPER	Registered	J292559WZ Apr 13, 1993	2062716 Apr 20, 1994	Joseph Enterprises, Inc.	09 Acoustically operated switch.	Renewal Due Apr 13, 2023
Germany	GARTENKRA LLE and Design	Registered	300546475 Jul 21, 2000	30054647 May 7, 2002	Joseph Enterprises, Inc.	08 Mannell betugbare Gerate zum Kultivieren, Beiflen und Lockern von Bden und Rasenflachen; mannell betugbare Gerate zum Entfernen von Unkraut, zum Graben von Erdlchern und zum Durchmischen von Erde, Dnger und Kompost	Renewal Due Jul 31, 2020
						Electronic Translation: Manually operated apparatus for cultivating, aerating and loosening floors and lawns; Manually operated devices for removing weeds, digging holes in the ground and mixing earth, fertilizer and compost	
Hong Kong 070098- 0518579	CHIA PET	Registered	9303988 Apr 26, 1993	199505727 Jul 12, 1995	Joseph Enterprises, Inc.	21 Containers; planters; plant pots; but not including any of the aforesaid goods being made for pets; all included in Class 21.	Renewal Due Apr 26, 2024


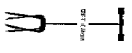



Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Hong Kong 070098- 0575449	JOSEPH ENTERPRISE S AND LOGO 	Registered	9800685 Jan 20, 1998	199908096AA Jun 30, 1999	Joseph Enterprises, Inc.	08 Hand tools and implements; hand operated gardening tools and implements. 09 Switches; acoustically operated electromechanical switches; all included in Class 9. 21 Flower and plant pots, boxes and baskets; planters; clay animals used as planters; clay replicas of plants used as planters; all included in Class 21. 31 Flower and plant pots, boxes and baskets; planters; clay animals used as planters; clay replicas of plants used as planters; all included in Class 21.	Renewal Due Jan 20, 2025
International Bureau (WIPO) 070098- 0675171	CHIA	Registered	838999 Dec 29, 2003	838999 Dec 29, 2003	Joseph Enterprises, Inc.	21 Kit comprising cup and saucer, growing medium, and clay animals used as planters, and clay replicas of plants used as planters. 25 Clothing for men, women and children, namely shirts, shorts, pants, sweatshirts, tee shirts, hats, caps, jackets, underwear, socks, ties, scarves and sweaters. 28 Push toys; toys, namely plastic characters toys, games, namely card games.	Renewal Due Dec 29, 2023
Japan 070098- 0675171	CHIA	Registered	(IR838999) Dec 29, 2003	838999 Dec 29, 2003	Joseph Enterprises, Inc.	09 Video games, and video game interactive hand held remote controls for playing electronic games. 21 Kit comprising plastic cup and saucer, growing medium, and clay animals used as planters, and clay replicas of plants used as planters. 25 Clothing for men, women and children, namely shirts, shorts, pants, sweatshirts, tee shirts, hats, caps, jackets, underwear, socks, ties, scarves and sweaters. 28 Push toys; puppets; toys, namely baby multiple activity toys, bath toys, crib toys, infant toys, party favors in the nature of small toys, plastic characters toys, building blocks, mobiles; games, namely board games, card games; party games.	

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Japan 070098- 0477206	CHIA PET	Registered	9426288 Aug 18, 1988	2266028 Sep 21, 1990	Joseph Enterprises, Inc.	21 Cooking pots and pans [non-electric], Coffee-pots [non-electric], Japanese cast iron kettles, non-electric [Tetsubin], Kettles [non-electric], Tableware, Portable coldboxes [non-electric], Rice chests, Food preserving jars of glass, Drinking flasks [for travellers], Vacuum bottles [insulated flasks], Ice pails, Whisks [non-electric], Cooking strainers, Pepper pots, Sugar bowls, Salt shakers, Egg cups, Napkin holders, Napkin rings, Trays, Toothpick holders, Colanders, Shakers, Japanese style cooked rice scoops [Shamoji], Hand-operated coffee grinders and pepper mills, Cooking funnels, Japanese style wooden pestles [Surikogiji], Japanese style earthenware mortars [Suribachi], Japanese style personal dining trays or stands [Zen], Bottle openers, Cooking graters, Tart scoops, Pan-mats, Chopsticks, Chopstick cases, Laddles and dippers, Cooking sieves and sifters, Chopping boards for kitchen use, Rolling pins [for cooking purposes], Grills (cooking utensils), Toothpicks, Lemon squeezers [citrus juicers], Waffle irons [non-electric], Cleaning tools and washing utensils, Ironing boards, Tailors' sprayers, Ironing boards [Kotodal], Marking boards for use with an impress blades [Hera-dai], Stirrers for hot bathtub water [Yukakibol], Bathroom stools, Bathroom pails, Candle extinguishers, Candlesticks, Cinder sifters for household purposes, Coal scuttles, Fly swatters, Mouse traps, Flower pots, Hydroponic apparatus for domestic horticultural purposes, Watering cans, Feeding vessels for pets, Brushes for pets, Chewing goods for pet dogs, Bird cages, Bird baths, Indoor aquaria and their fittings, Clothes brushes, Chamber pots, Toilet paper holders, Piggy banks [not of metal], Lucky charms [Omamori], Boxes of	Renewal Due Sep 21, 2020

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Japan 070098- 0518595	SMART CLAPPER	Registered	3807393 Apr 14, 1993	3136111 Mar 29, 1996	Joseph Enterprises, Inc.	09 Acoustically operated switches and other electrical distribution or control apparatus.	Renewal Due Mar 29, 2026
Mexico 070098- 0548141	CHIA	Registered	246973 Nov 1, 1995	511649 Nov 29, 1995	Joseph Enterprises, Inc.	21 Clay animals used as planters, and clay replicas of plants used as planter; for flower, vegetable and herb seeds.	Renewal Due Nov 1, 2025
Mexico 070098- 0548144	CHIA	Registered	246974 Nov 1, 1995	570787 Feb 26, 1998	Joseph Enterprises, Inc.	31 Seeds for vegetables, herbs, and flowers, excluding chia seeds.	Renewal Due Nov 1, 2025
Mexico 070098- 0518581	CHIA PET	Registered	165426 Apr 15, 1993	453457 Mar 2, 1994	Joseph Enterprises, Inc.	21 Clay animals used as planters.	Renewal Due Apr 15, 2023
Mexico 070098- 0547319	CHIA PET J.E.I. (and design)	Registered	246135 Oct 20, 1995	513202 Dec 14, 1995	Joseph Enterprises, Inc.	21 Household or kitchen utensils and containers; combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware; porcelain and earthenware not included in other classes.	Renewal Due Oct 20, 2025
Mexico 070098- 0547307	JOSEPH ENTERPRISE S	Registered	246027 Oct 19, 1995	515366 Jan 29, 1996	Joseph Enterprises, Inc.	21 Clay animals used as planters, and clay replicas of plants used as planters in Class 21.	Renewal Due Oct 19, 2025
Mexico 070098- 0547315	JOSEPH ENTERPRISE S	Registered	246028 Oct 19, 1995	515367 Jan 29, 1996	Joseph Enterprises, Inc.	31 Flower, vegetable and herb seeds in Class 31.	Renewal Due Oct 19, 2025

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
New Zealand 070098- 0690607	CHIA	Registered	721498 May 20, 2004	721498 May 20, 2004	Joseph Enterprises, Inc.	09 Apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; pre-recorded audio cassettes and compact discs featuring music, stories, and games for families; pre-recorded laser video discs, digital video discs, video cassettes and digital versatile discs featuring movies and TV programs for families; CD-ROM discs, computer game programs and computer software related to family educational software, music and stories; motion picture films for families; manuals sold as a unit therewith; parts of fittings in this class for all the aforesaid goods.	Renewal Due May 20, 2024
New Zealand 070098- 0518582	CHIA PET	Registered	226165 Apr 7, 1993	226165 May 7, 1996	Joseph Enterprises, Inc.	21 Clay animals used as planters.	Renewal Due Apr 7, 2024
New Zealand 070098- 0535557	GARDEN CLAW	Registered	242488 Oct 31, 1994	242488 Dec 20, 1996	Joseph Enterprises, Inc.	08 Hand tools including hand operated garden implements.	Renewal Due Oct 31, 2025
New Zealand 070098- 0518597	SMART CLAPPER	Registered	226164 Apr 7, 1993	226164 Aug 7, 1996	Joseph Enterprises, Inc.	09 Acoustically operated switches.	Renewal Due Apr 7, 2024
New Zealand 070098- 0906181	THE CLAPPER	Registered	995799 Apr 9, 2014	995799 Oct 10, 2014	Joseph Enterprises, Inc.	09 Acoustically operated switches.	Renewal Due Apr 9, 2024

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Republic of Korea 070098-0675171	CHIA	Registered	(IR838999) Dec 29, 2003	838999 Dec 29, 2003	Joseph Enterprises, Inc.	21 Kit comprising cup and saucer, growing medium, and clay animals used as planters, and clay replicas of plants used as planters. 25 Clothing for men, women and children, namely shirts, shorts, pants, sweatshirts, tee shirts, hats, caps, jackets, underwear, socks, ties, scarves and sweaters. 28 Push toys; toys, namely plastic characters toys; golf balls, badminton balls, bowling balls, handballs, water polo balls, ping-pong balls, tennis balls, punching balls; hockey balls; games.	
Republic of Korea 070098-0528983	CHIA PET	Registered	946998 Feb 23, 1994	321387 Sep 4, 1995	Joseph Enterprises, Inc.	21 Seeding pot.	Renewal Due Sep 4, 2025
South Africa 070098-0548142	CHIA	Registered	9514336 Oct 26, 1995	9514336 Sep 4, 1998	Joseph Enterprises, Inc.	21 Clay animals used as planters, and clay replica plants used as planters.	Renewal Due Oct 26, 2025
South Africa 070098-0548145	CHIA	Registered	9514337 Oct 26, 1995	9514337 Sep 4, 1998	Joseph Enterprises, Inc.	31 Flower, vegetable and herb seeds.	Renewal Due Oct 26, 2025
Spain 070098-0548143	CHIA	Registered	1998041 Nov 23, 1995	1998041 May 3, 1996	Joseph Enterprises, Inc.	31 Seeds of flowers, grasses and vegetables	Renewal Due Nov 23, 2025
Switzerland 070098-0547544	CHIA	Registered	123091995 Oct 30, 1995	2P433528 Dec 31, 1996	Joseph Enterprises, Inc.	21 Agricultural, horticultural and forestry products and grains (not included in other classes), including flower, vegetable and herb seeds.	Renewal Due Oct 30, 2025

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
Switzerland 070098- 0523470	GARDEN CLAW (and Design) 	Registered	1037119933 Sep 14, 1993	415028 Sep 14, 1993	Joseph Enterprises, Inc.	07 Agricultural implements, implements driven by a motor. 08 Hand tools and implements (hand- operated) including the gardening implements.	Renewal Due Sep 14, 2023
Taiwan R.O.C. 070098- 0655224	GARDEN CLAW (and design) 	Registered	89045581 Aug 7, 2000	1028153 Jan 1, 2003	Joseph Enterprises, Inc.	08 Rakes, forks, and cultivators.	Renewal Due Dec 31, 2022
United Kingdom 070098- 0668777	JOSEPH ENTERPRISE S (and design) 	Registered	2141118 Aug 6, 1997	2141118 Apr 3, 1998	Joseph Enterprises, Inc. (000291)	01 Growing media; composts; agricultural and horticultural chemicals; fertilizers. 08 Hand tools and implements; gardening tools; parts and fittings thereof. 09 Acoustically operated electromechanical switches and remote control apparatus; parts and fittings thereof. 20 Post and containers included in this class and parts and fitting thereof. 21 Pots, planters and containers included in this class; goods made from glass, porcelain and earthenware. 31 Seeds; natural plants and flowers.	Renewal Due Aug 6, 2027
United States of America 070098- 0672161	CH CH CH CHIA 	Registered	78351471 Jan 13, 2004	3023006 Dec 6, 2005	Joseph Enterprises, Inc.	21 Clay planters for flowers and plants.	Sec 8/9 Renewal Deadline Dec 6, 2025
United States of America 070098- 0675678	CH CH CH CHIA 	Registered	78351473 Jan 13, 2004	3804865 Jun 15, 2010	Joseph Enterprises, Inc.	28 Push toys.	Sec 8/9 Renewal Deadline Jun 15, 2020

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
United States of America 070098- 0751760	CH CH CH CHIA	Registered	77490209 Jun 3, 2008	3825682 Jul 27, 2010	Joseph Enterprises, Inc.	05 Nutritional and dietary supplements containing Chia.	Sec 8/9 Renewal Deadline Jul 27, 2020
United States of America 070098- 0911537	CH CH CH CHIA	Registered	86460695 Nov 20, 2014	5098146 Dec 13, 2016	Joseph Enterprises, Inc.	29 Processed chia seeds containing omega 3.	Sec 8 and/or 15 Filing Deadline Dec 13, 2022 Sec 8/9 Renewal Deadline Dec 13, 2026
United States of America 070098- 0793378	CH CH CH CHIA OMEGA 3	Registered	85164705 Oct 29, 2010	4692676 Feb 24, 2015	Joseph Enterprises, Inc.	05 Nutritional and dietary supplements containing chia and omega-3.	Sec 8 and/or 15 Filing Deadline Feb 24, 2021 Sec 8/9 Renewal Deadline Feb 24, 2025
United States of America 070098- 0519864	CHIA	Registered	74406094 Jun 23, 1993	1859361 Oct 25, 1994	Joseph Enterprises, Inc.	01 Growing mix (potting mix) for plants. 21 kit comprising cup and saucer, growing medium, and seeds; clay animals used as planters, and clay replicas of plants used as planters. 31 Flower, vegetable and herb seeds.	Sec 8/9 Renewal Deadline Oct 25, 2024
United States of America 070098- 0555083	CHIA	Registered	75123119 Jun 21, 1996	2090156 Aug 19, 1997	Joseph Enterprises, Inc. (000291)	25 clothing for men, women and children, namely, shirts, shorts, pants, sweatshirts, tee shirts, hats, caps, jackets, underwear, socks, ties, scarves, and sweaters.	Sec 8/9 Renewal Deadline Aug 19, 2017
United States of America 070098- 0651615	CHIA	Registered	76416852 Jun 4, 2002	3807371 Jun 22, 2010	Joseph Enterprises, Inc.	28 Plush toys; toys, namely, plastic character toys; games, namely, card games.	Sec 8/9 Renewal Deadline Jun 22, 2020
United States of America 070098- 0651878	CHIA	Registered	76416818 Jun 4, 2002	3235513 May 1, 2007	Joseph Enterprises, Inc.	28 Hobby craft sets for gardening comprising seed, growing pots, and growing media; holiday decorations for christmas.	Sec 8/9 Renewal Deadline May 1, 2027

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
United States of America 070098- 0541947	CHIA HEAD	Registered	74685515 Jun 7, 1995	2076769 Jul 8, 1997	Joseph Enterprises, Inc.	21 Terra colta figurines used as planters.	Sec 8/9 Renewal Deadline Jul 8, 2027
United States of America 070098- 0657606	CHIA HERB GARDEN	Registered	76459538 Oct 18, 2002	2773363 Oct 14, 2003	Joseph Enterprises, Inc.	21 Kit comprising terra colta cup and saucer, growing medium, and seeds.	Sec 8/9 Renewal Deadline Oct 14, 2023
United States of America 070098- 0450963	CHIA PET	Registered	75584901 Nov 6, 1998	2306061 Jan 4, 2000	Joseph Enterprises, Inc. (000291)	21 Clay animals used as planters.	Sec 8/9 Renewal Deadline Jan 4, 2020
United States of America 070098- 0714145	CHIA PET	Registered	78920338 Jun 29, 2006	3801261 Jun 8, 2010	Joseph Enterprises, Inc.	28 Plush toys; toys, namely, plastic character toys, games, namely, card games.	Sec 8/9 Renewal Deadline Jun 8, 2020
United States of America 070098- 0485638	CHIA TREE	Registered	74007654 Dec 4, 1989	1605619 Jul 10, 1990	Joseph Enterprises, Inc.	21 Clay replicas of plants used as planters.	Sec 8/9 Renewal Deadline Jul 10, 2020
United States of America 070098- 0463504	CLAPPER	Registered	73608656 Jul 9, 1986	1428261 Feb 10, 1987	Joseph Enterprises, Inc.	09 Acoustically operated switch.	Sec 8/9 Renewal Deadline Feb 10, 2027

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Renewal
United States of America 070098-0544576	JOSEPH ENTERPRISE S	Registered	74726263 Sep 7, 1995	2015199 Nov 12, 1996	Joseph Enterprises, Inc.	01 Growing mix (potting mix) for plants. 09 Acoustically operated electromechanical switches. 21 Kits comprised of plastic or terra cotta cup and saucer; growing medium and seed; clay animals used as planters, and clay replicas of plants used as planters. 31 Flower, vegetable and herb seeds.	Sec 8/9 Renewal Deadline Nov 12, 2026

Copyright registrations and applications therefor:

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
MANDLE CANDLE	United States of America 070098-0686563	Registered	Sept 3, 2004	TXu001166261 Sept 8, 2004	Joseph Enterprises, Inc.	
CH CH CH CHIA JINGLE	United States of America 070098-0670376	Lapsed	C.O. Appl. Tracking No. 1-644691243 Aug 5, 2011		Joseph Enterprises, Inc.	August 28, 2017 request to re-open pending – awaiting response from Copyright Office (re-opening not expected)
THE CLAPPER JINGLE	United States of America 070098-0675322	Lapsed	C.O. Appl. Tracking No. 1-642603054 Aug 5, 2011		Joseph Enterprises, Inc.	August 28, 2017 request to re-open pending – awaiting response from Copyright Office (re-opening not expected)
CH CH CH CHIA JINGLE (2017)	United States of America 070098-1061128	Pending	C.O. Appl. Tracking No. 1-5793474051 Sept 6, 2017		Joseph Enterprises, Inc.	All aspects approved by Copyright Office – filing completed January 2018 – registration expected by March 2018

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
THE CLAPPER JINGLE (2017)	United States of America 070098-1061129	Pending	C.O. Appl. Tracking No. 1-5793538506 Sept 6, 2017		Joseph Enterprises, Inc.	All aspects approved by Copyright Office – filing completed January 2018 – registration expected by March 2018

Registered trade names:

- JEI: registered corporate name “Joseph Enterprises, Inc.”
- JPAM: registered corporate name “Joseph Pedott Advertising and Marketing, Inc.”

Internet domain name registrations:

All domain names below are registered for JEI.

URL	Expiration	Domain partner
americanchia.com	10/20/18	Network Solutions
chia.bz	8/6/18	Network Solutions
chia.cc	8/6/18	Network Solutions
chia.com	12/18/19	Network Solutions
chia.pro	9/1/19	Network Solutions
chia.tv	8/6/18	Network Solutions
chia.xxx	8/6/18	Network Solutions
chiabrand.com	10/20/18	Network Solutions
chiaemoji.com	11/19/18	Network Solutions
chiaobama.com	12/16/18	Network Solutions
chiaobama.net	12/16/18	Network Solutions
chiaobama.tv	10/21/18	Network Solutions
chiapet.com	7/2/20	Network Solutions
chiapet.xxx	8/6/18	Network Solutions
chiapetemoji.com	11/19/18	Network Solutions
chiapresident.com	12/16/18	Network Solutions
chiapresident.net	12/16/18	Network Solutions
chaseeds.info	7/18/18	Network Solutions
chaseeds.org	7/18/18	Network Solutions

URL	Expiration	Domain partner
clapon.com	7/10/20	Network Solutions
clapperplus.com	11/7/18	Network Solutions
classispenset.com	7/27/18	Network Solutions
creosotesweepinglog.com	6/29/18	Network Solutions
ignite-o.com	4/28/18	Network Solutions
jeiusa.com	7/3/20	Network Solutions
josephenterprises.com	8/12/18	Network Solutions
ovegllove.com	1/21/21	Network Solutions
pogowhisk.com	6/7/19	Network Solutions
pogowhisk.net	6/7/19	Network Solutions
gardenclaw.ca	4/4/18	internic.ca
gardenclawgold.com	4/4/18	internic.ca
jeiusa.ca	10/17/18	internic.ca
cleanyourchimney.ca	10/17/18	internic.ca
chimneysweepinglog.ca	10/17/18	internic.ca
ovegllove.ca	10/17/18	internic.ca
chiapet.co	10/16/18	internic.ca
chiaobama.ca	10/17/18	internic.ca

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MAY 16, 2018, EXECUTED BY JOSEPH ENTERPRISES, INC., A CALIFORNIA COMPANY ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, Joseph Enterprises, Inc., a California corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of May 16, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors

and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on May 16, 2018.

JOSEPH ENTERPRISES, INC.

By: _____
Name: _____
Title: _____