

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532483

| | | | |
|-----------------------------------|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CLIPPER MAGAZINE LLC | | 06/27/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | Corporate Trust Services | | |
| Internal Address: | 150 East 42nd Street, 40th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 35 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2565383 | AMERICA'S SAVINGS MAGAZINE | |
| Registration Number: | 5521372 | BIG EXTRA | |
| Registration Number: | 5576020 | BIG EXTRA | |
| Registration Number: | 5716790 | CARDIGENT | |
| Registration Number: | 2007462 | CLIPPER MAGAZINE | |
| Registration Number: | 2452875 | CLIPPER MAGAZINE | |
| Registration Number: | 2927701 | CLIPPER MAGAZINE | |
| Registration Number: | 3860168 | CLIPPERCASH | |
| Registration Number: | 3634953 | COUPONCLIPPER.COM | |
| Registration Number: | 4290849 | DEAL CHICKEN | |
| Registration Number: | 5095027 | EREACH.COM | |
| Registration Number: | 2887634 | GREAT DEALS MAGAZINE | |
| Registration Number: | 3820637 | HOME & DECOR IDEAS | |
| Registration Number: | 3152995 | LOCAL FLAVOR | |
| Registration Number: | 5222991 | LOCAL FLAVOR | |
| Registration Number: | 5249790 | LOCAL FLAVOR | |
| Registration Number: | 3025083 | LOYAL CUSTOMER CLUB | |
| Registration Number: | 2016647 | MINT MAGAZINE | |

CH \$890.00 2565383

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 2148595 | MINT MONEY |
| Registration Number: | 2564153 | MYCLIPPER |
| Registration Number: | 3527149 | PRESTIGIOUS LIVING |
| Registration Number: | 1530003 | REACH |
| Registration Number: | 1528222 | REACH |
| Registration Number: | 2415301 | REACHUSA |
| Registration Number: | 4780889 | REACH MORE |
| Registration Number: | 4267532 | REACHUSA TRUSTED BRANDS. ENGAGED CONNECT |
| Registration Number: | 2470333 | SAVVY SHOPPER |
| Registration Number: | 2839739 | THE BEST LOCAL ADVERTISING IN AMERICA |
| Registration Number: | 2530915 | THE BEST LOCAL ADVERTISING IN AMERICA. P |
| Registration Number: | 2839738 | THE BEST LOCAL ADVERTISING IN AMERICA. P |
| Registration Number: | 1536672 | THE COUPON CLIPPER |
| Registration Number: | 1543492 | THE COUPON CLIPPER |
| Registration Number: | 2544011 | THE EVERYTHING BOOK |
| Registration Number: | 5270401 | TOTAL LOYALTY SOLUTIONS |
| Serial Number: | 87425040 | HOUSE2HOME SHOWCASE |

CORRESPONDENCE DATA

Fax Number: 3125548015

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: 312-554-8000

Email: blc@pattishall.com, kep@pattishall.com

Correspondent Name: Bradley L. Cohn

Address Line 1: 200 South Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 2772-3-002 |
| NAME OF SUBMITTER: | Bradley L. Cohn |
| SIGNATURE: | /bradleycohn/ |
| DATE SIGNED: | 07/18/2019 |

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2019 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by Clipper Magazine LLC, a Delaware limited liability company (the “Grantor”), in favor of Wells Fargo Bank, National Association, a national banking association, as Collateral Trustee (in such capacity and together with its successors, the “Collateral Trustee”) for the Secured Parties. Capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Collateral Trustee has agreed, pursuant to the terms of the Collateral Trust Agreement, dated as of July 24, 2012, by and among Harland Clarke Holdings Corp., a Delaware corporation (the “Company”), the Grantor, the Collateral Trustee, the Notes Trustee and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”) to accept the grant of a security interest under that certain Security Agreement, dated as of July 24, 2012, by and among the Company, the Grantor, the Collateral Trustee, and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), as security for the Collateral Trust Parity Lien Obligations.

WHEREAS, pursuant to a Collateral Trust Joinder Agreement, dated as of the date hereof, the Grantor has become a party to the Collateral Trust Agreement as a Guarantor.

WHEREAS, under the terms of the Security Agreement, the grantors thereunder have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, to the Collateral Trustee for the benefit of the Secured Parties. By becoming a grantor under the Security Agreement, the Grantor is required to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

I. GRANT OF SECURITY.

The Grantor hereby assigns, transfers and grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in all of the following (the “Intellectual Property Collateral”) of the Grantor, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Collateral Trust Parity Lien Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade

dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark or service mark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or

payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that the Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

II. RECORDATION.

The Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

III. EXECUTION IN COUNTERPARTS.

This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Intellectual Property Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Intellectual Property Security Agreement as to the parties hereto and may be used in lieu of the original Intellectual Property Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IV. GOVERNING LAW.


This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

V. CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the joinder of the Grantor to the Collateral Trust Agreement and the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Collateral Trust Agreement and the Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Trust Agreement or the Security Agreement, the provisions of the Collateral Trust Agreement or the Security Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CLIPPER MAGAZINE LLC

By: 
Name: Robert Sosa
Title: Vice President and Treasurer

[Signature Page – IP Security Agreement – Clipper Magazine LLC. (Notes)]

TRADEMARK
REEL: 006701 FRAME: 0878

SCHEDULE A
TRADEMARKS

| <u>Mark</u> | <u>Jurisdiction</u> | <u>Mark Type</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Classes</u> | <u>Current Owner of Record</u> |
|-----------------------------|---------------------|------------------|-------------------|--------------------|-----------------|------------------|---------------|----------------|--------------------------------|
| AMERICA'S SAVINGS MAGAZINE | UNITED STATES | WORD | 78/036,937 | 11/29/2000 | 2,565,383 | 4/30/2002 | REGISTERED | 16 | Clipper Magazine LLC |
| BIG EXTRA | UNITED STATES | WORD | 87/469,672 | 5/31/2017 | 5,521,372 | 7/17/2018 | REGISTERED | 16, 41 | Clipper Magazine LLC |
| BIG EXTRA | UNITED STATES | WORD | 87/977,659 | 5/31/2017 | 5,576,020 | 10/2/2018 | REGISTERED | 35, 42 | Clipper Magazine LLC |
| CARDIGENT | UNITED STATES | WORD | 87/668,547 | 11/1/2017 | 5,716,790 | 4/2/2019 | REGISTERED | 35, 42 | Clipper Magazine LLC |
| CLIPPER MAGAZINE | UNITED STATES | WORD | 74/584,751 | 10/12/1994 | 2,007,462 | 10/15/1996 | REGISTERED | 16, 35 | Clipper Magazine LLC |
| CLIPPER MAGAZINE | UNITED STATES | WORD | 75/904,726 | 1/28/2000 | 2,452,875 | 5/22/2001 | REGISTERED | 35 | Clipper Magazine LLC |
| CLIPPER MAGAZINE (Stylized) | UNITED STATES | STYLIZED | 78/182,928 | 11/7/2002 | 2,927,701 | 2/22/2005 | REGISTERED | 16, 35 | Clipper Magazine LLC |
| CLIPPERCASH | UNITED STATES | WORD | 77/947,994 | 3/2/2010 | 3,860,168 | 10/12/2010 | REGISTERED | 35 | Clipper Magazine LLC |
| COUPONCLIP PER.COM | UNITED STATES | WORD | 77/608,539 | 11/6/2008 | 3,634,953 | 6/9/2009 | REGISTERED | 35 | Clipper Magazine LLC |
| DEAL CHICKEN | UNITED STATES | WORD | 85/211,582 | 1/6/2011 | 4,290,849 | 2/19/2013 | REGISTERED | 35 | Clipper Magazine LLC |
| EREACH.COM | UNITED STATES | WORD | 87/009,322 | 4/21/2016 | 5,095,027 | 12/6/2016 | REGISTERED | 35 | Clipper Magazine LLC |
| GREAT DEALS MAGAZINE | UNITED STATES | WORD | 78/86422 | 11/19/2002 | 2887634 | 9/21/2004 | REGISTERED | 35 | Clipper Magazine LLC |
| HOME & DECOR IDEAS | UNITED STATES | WORD | 77/790,465 | 7/27/2009 | 3,820,637 | 7/20/2010 | REGISTERED | 16, 35 | Clipper Magazine LLC |
| HOUSE2HOME SHOWCASE | UNITED STATES | WORD | 87/425,040 | 4/25/2017 | | | ALLOWED | 16, 35, 41, 42 | Clipper Magazine LLC |
| LOCAL FLAVOR | UNITED STATES | WORD | 78/577,761 | 3/1/2005 | 3,152,995 | 10/10/2006 | REGISTERED | 35, 42 | Clipper Magazine LLC |
| LOCAL FLAVOR | UNITED STATES | WORD | 87/231,523 | 11/9/2016 | 5,222,991 | 6/13/2017 | REGISTERED | 16 | Clipper Magazine LLC |
| LOCAL FLAVOR | UNITED STATES | WORD | 87/250,522 | 11/29/2016 | 5,249,790 | 7/25/2017 | REGISTERED | 09 | Clipper Magazine LLC |

| <u>Mark</u> | <u>Jurisdiction</u> | <u>Mark Type</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Classes</u> | <u>Current Owner of Record</u> |
|---|---------------------|------------------|-------------------|--------------------|-----------------|------------------|-------------------------|----------------|--------------------------------|
| LOYAL CUSTOMER CLUB | UNITED STATES | WORD | 76/531,639 | 7/23/2003 | 3,025,083 | 12/13/2005 | REGISTERED | 35 | Clipper Magazine LLC |
| MINT MAGAZINE | UNITED STATES | WORD | 74/388,727 | 5/5/1993 | 2,016,647 | 11/19/1996 | REGISTERED | 16 | Clipper Magazine LLC |
| MINT MONEY | UNITED STATES | WORD | 75/094,863 | 4/26/1996 | 2,148,595 | 4/7/1998 | REGISTERED | 16 | Clipper Magazine LLC |
| MYCLIPPER | UNITED STATES | WORD | 75/764,790 | 7/30/1999 | 2,564,153 | 4/23/2002 | REGISTERED | 35 | Clipper Magazine LLC |
| PRESTIGIOUS LIVING | UNITED STATES | WORD | 77/435,576 | 3/31/2008 | 3,527,149 | 11/4/2008 | REGISTERED | 16 | Clipper Magazine LLC |
| REACH | UNITED STATES | WORD | 73/735,470 | 6/20/1988 | 1,530,003 | 3/14/1989 | REGISTERED | 35 | Clipper Magazine LLC |
| REACH | UNITED STATES | WORD | 73/736,321 | 6/20/1988 | 1,528,222 | 3/7/1989 | REGISTERED | 16 | Clipper Magazine LLC |
| REACHUSA | UNITED STATES | WORD | 75/714,300 | 5/26/1999 | 2,415,301 | 12/26/2000 | REGISTERED | 35 | Clipper Magazine LLC |
| REACH MORE | UNITED STATES | WORD | 86/450,289 | 11/10/2014 | 4,780,889 | 7/28/2015 | REGISTERED | 40 | Clipper Magazine LLC |
| REACHUSA TRUSTED BRANDS. ENGAGED CONNECTION S. and Design (Color) | UNITED STATES | DESIGN | 85/602,731 | 4/19/2012 | 4,267,532 | 1/1/2013 | REGISTERED ¹ | 35 | Clipper Magazine LLC |
| SAVVY SHOPPER | UNITED STATES | WORD | 75/699,541 | 5/7/1999 | 2,470,333 | 7/17/2001 | REGISTERED | 16 | Clipper Magazine LLC |
| THE BEST LOCAL ADVERTISING IN AMERICA | UNITED STATES | WORD | 76/490,622 | 2/19/2003 | 2,839,739 | 5/11/2004 | REGISTERED | 35 | Clipper Magazine LLC |
| THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD. | UNITED STATES | WORD | 75/904,743 | 1/28/2000 | 2,530,915 | 1/15/2002 | REGISTERED | 35 | Clipper Magazine LLC |
| THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD. | UNITED STATES | WORD | 76/490,621 | 2/19/2003 | 2,839,738 | 5/11/2004 | REGISTERED | 35 | Clipper Magazine LLC |
| THE COUPON CLIPPER | UNITED STATES | WORD | 73/716,174 | 3/14/1988 | 1,536,672 | 4/25/1989 | REGISTERED | 35 | Clipper Magazine LLC |

¹ This trademark will be permitted to lapse.

| <u>Mark</u> | <u>Jurisdiction</u> | <u>Mark Type</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Classes</u> | <u>Current Owner of Record</u> |
|-------------------------|---------------------|------------------|-------------------|--------------------|-----------------|------------------|---------------|----------------|--------------------------------|
| THE COUPON CLIPPER | UNITED STATES | WORD | 73/716,271 | 3/14/1988 | 1,543,492 | 6/13/1989 | REGISTERED | 16 | Clipper Magazine LLC |
| THE EVERYTHING BOOK | UNITED STATES | WORD | 75/980,906 | 5/11/2000 | 2,544,011 | 3/5/2002 | REGISTERED | 35 | Clipper Magazine LLC |
| TOTAL LOYALTY SOLUTIONS | UNITED STATES | WORD | 87/297,570 | 1/11/2017 | 5,270,401 | 8/22/2017 | REGISTERED | 35, 42 | Clipper Magazine LLC |

SCHEDULE B

PATENTS

None.

SCHEDULE C

COPYRIGHTS

| Title | Reg. No. | Reg. Date | Status | Claimant |
|--|-----------------|------------------|---------------|------------------------|
| Clipper Magazine | TX 6-027-128 | 8/31/2004 | REGISTERED | Clipper Magazine, Inc. |
| Allbrite Car Wash advertisement | VA 1-239-878 | 7/8/2003 | REGISTERED | Clipper Magazine, Inc. |
| Bella Nails advertisement | VA 1-224-392 | 4/24/2003 | REGISTERED | Clipper Magazine, Inc. |
| Clipper Magazine | TX 5-707-529 | 3/7/2003 | REGISTERED | Clipper Magazine, Inc. |
| Fish & chips photograph | VA 1-208-651 | 4/4/2003 | REGISTERED | Clipper Magazine, Inc. |
| John Anthony's advertisement | VA 1-208-572 | 4/8/2003 | REGISTERED | Clipper Magazine, Inc. |
| Platinum jewelers advertisement | VA 1-240-937 | 11/21/2003 | REGISTERED | Clipper Magazine, Inc. |
| Air Pro Heating & Cooling | VA 1-269-108 | 4/26/2004 | REGISTERED | Clipper Magazine, LLC |
| Air Pro Heating and Cooling advertisement | VA 1-258-681 | 2/17/2004 | REGISTERED | Clipper Magazine, LLC |
| Belavi Wellness Center | VA 1-261-914 | 5/3/2004 | REGISTERED | Clipper Magazine, LLC |
| Central Park Auto Wash | VA 1-267-406 | 5/3/2004 | REGISTERED | Clipper Magazine, LLC |
| Clipper Magazine | TX 6-916-942 | 2/19/2009 | REGISTERED | Clipper Magazine, LLC |
| First class haulers | VA 1-290-458 | 11/15/2004 | REGISTERED | Clipper Magazine, LLC |
| Gary's advertisement | VA 1-282-159 | 9/2/2004 | REGISTERED | Clipper Magazine, LLC |
| Gordo's | VA 1-268-776 | 5/19/2004 | REGISTERED | Clipper Magazine, LLC |
| Gordo's | VA 1-267-407 | 5/3/2004 | REGISTERED | Clipper Magazine, LLC |
| Gordos--owner photograph | VA 1-270-650 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Kitchen Tune-Up advertisement | VA 1-246-146 | 3/4/2004 | REGISTERED | Clipper Magazine, LLC |
| La Bella Restaurant & Pizzeria, northern Italian cuisine | VA 1-269-252 | 5/7/2004 | REGISTERED | Clipper Magazine, LLC |
| La Nard Jewelry | VA 1-255-366 | 2/13/2004 | REGISTERED | Clipper Magazine, LLC |
| Magic Wok | VA 1-264-638 | 5/7/2004 | REGISTERED | Clipper Magazine, LLC |
| Magic wok lobster plate photograph | VA 1-273-629 | 7/23/2004 | REGISTERED | Clipper Magazine, LLC |
| Magic wok-food plate photograph | VA 1-274-675 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Mediterranean Specialty Foods advertisement | VA 1-255-419 | 2/13/2004 | REGISTERED | Clipper Magazine, LLC |
| Michelangelo's Pizzeria | VA 1-259-526 | 5/3/2004 | REGISTERED | Clipper Magazine, LLC |
| Okinawa | VA 1-267-405 | 5/3/2004 | REGISTERED | Clipper Magazine, LLC |
| Okinawa, sake & food plate photograph | VA 1-278-552 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Palmas Verdes--food plate | VA 1-265-517 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Palmas Verdes--restaurant facade | VA 1-270-651 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Palmas Verdes--restaurant interior | VA 1-264-611 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Palmas Verdes--six plates of food | VA 1-271-863 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Panda King advertisement | VA 1-282-160 | 9/7/2004 | REGISTERED | Clipper Magazine, LLC |

| Title | Reg. No. | Reg. Date | Status | Claimant |
|------------------------------------|-----------------|------------------|---------------|-----------------------|
| Parkwood Dental Care | VA 1-255-431 | 4/5/2004 | REGISTERED | Clipper Magazine, LLC |
| Pizza, pizza! | VA 1-264-627 | 5/24/2004 | REGISTERED | Clipper Magazine, LLC |
| Totonno's | VA 1-261-130 | 4/26/2004 | REGISTERED | Clipper Magazine, LLC |
| Totonno's pizza oven photograph | VA 1-274-662 | 6/18/2004 | REGISTERED | Clipper Magazine, LLC |
| Weather Shield, Inc. | VA 1-256-361 | 4/26/2004 | REGISTERED | Clipper Magazine, LLC |

SCHEDULE D

**EXCLUSIVE TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT
LICENSES RECORDED WITH THE USPTO OR USCO**

None.