

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VALPAK DIRECT MARKETING SYSTEMS, INC.		12/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OWL ROCK CAPITAL CORPORATION		
<b>Street Address:</b>	399 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1605872	AMERICA'S FAVORITE MAIL	
<b>Registration Number:</b>	2624948	CONNECTING ADVERTISERS WITH AUDIENCES	
<b>Registration Number:</b>	2639531	CONNECTING AUDIENCES WITH ADVERTISERS	
<b>Registration Number:</b>	2936080	COUPON U	
<b>Registration Number:</b>	1609381	COUPON UNIVERSITY	
<b>Registration Number:</b>	1716606	CU	
<b>Registration Number:</b>	2109123	DELIVERING VALUE TO AMERICA	
<b>Registration Number:</b>	2326557	DELIVERING VALUE TO PARENTS	
<b>Registration Number:</b>	4310255	GREAT SAVINGS FOR A GREAT CAUSE	
<b>Registration Number:</b>	2348950	INSTAPROOF	
<b>Registration Number:</b>	1635692	NEIGHBORHOOD TRADE AREA	
<b>Registration Number:</b>	3636640	NEIGHBORSNEXT	
<b>Registration Number:</b>	1634955	NTA	
<b>Registration Number:</b>	4835329	OPEN THE NEIGHBORHOOD	
<b>Registration Number:</b>	4812151	OPEN THE NEIGHBORHOOD	
<b>Registration Number:</b>	4090248	OPINION CONNECTION	
<b>Serial Number:</b>	86900255	PAK-TRAK	
<b>Registration Number:</b>	4050889	PUSH CLICK TAP	
<b>Registration Number:</b>	4050897	PUSH THE ENVELOPE CLICK WITH YOUR CUSTOM	
<b>TRADEMARK</b>			

CH \$1140.00 1605872

Property Type	Number	Word Mark
Registration Number:	4302848	SAVINGS BEYOND THE ENVELOPE
Registration Number:	4264688	SAVINGS BEYOND THE ENVELOPE
Registration Number:	1808602	SOLO VALUES
Registration Number:	2296207	SOLO VALUES
Registration Number:	3966327	SOMETIMES SENSIBLE. SOMETIMES SENSATIONA
Registration Number:	3568390	THE BLUE ENVELOPE
Registration Number:	2474754	THE POWER OF THE MAILBOX
Registration Number:	1937911	THE SMARTEST VALUES IN YOUR NEIGHBORHOOD
Registration Number:	2358701	THERE'S SOMETHING IN IT FOR YOU
Registration Number:	3080040	VALPAK
Registration Number:	2585359	VALPAK
Registration Number:	1289322	VAL-PAK
Registration Number:	2274521	VAL-PAK
Registration Number:	3965522	VALPAK DEALS
Registration Number:	1884971	VALPAK SELECT
Registration Number:	1885238	VALPAK SELECT
Registration Number:	3113648	VALPAK UNIVERSITY
Registration Number:	2504294	VALPAK.COM
Registration Number:	1648295	VALUE-PAK
Registration Number:	2461053	VALUE-PAK
Registration Number:	2312368	VPOFFICE
Registration Number:	1981914	WE DELIVER YOUR NEIGHBORHOOD
Registration Number:	4448540	
Registration Number:	3495907	THERE'S SOMETHING IN IT FOR YOU
Registration Number:	3657368	VALPAK SELECTIONS
Registration Number:	3707906	

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** trademark@proskauer.com

**Correspondent Name:** Daniel Pollick

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 56013.005

**NAME OF SUBMITTER:** Daniel Pollick

<b>SIGNATURE:</b>	/Daniel Pollick/
<b>DATE SIGNED:</b>	07/10/2020
<b>Total Attachments: 17</b> source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page1.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page2.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page3.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page4.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page5.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page6.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page7.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page8.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page9.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page10.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page11.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page12.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page13.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page14.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page15.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page16.tif source=Owl Rock - Project Courier (Valpak) - Trademark Security Agreement (TL) (Executed)#page17.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 30, 2016, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Term Loan Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Term Loan Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Trademarks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in

any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

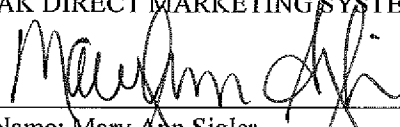
[signature page follows]

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

Very truly yours,

VALPAK DIRECT MARKETING SYSTEMS, INC.

h  
By:



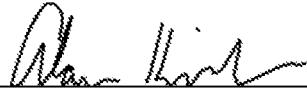
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Name: Mary Ann Sigler

Title: Vice President and Treasurer

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,  
as Collateral Agent

By:   
Name: Alan Kirshenbaum  
Title: Chief Financial Officer

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks of Valpak Direct Marketing Systems, Inc.:**

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
1.	<u>AMERICA'S FAVORITE MAIL</u>	RN: 1605872 SN: 73784609	Renewed July 10, 2010  Int'l Class:35 First Use: August, 1985  Filed: March 6, 1989 Application Published: April 17, 1990 Registered: July 10, 1990 Last Renewal: July 10, 2010
2.	<u>CONNECTING ADVERTISERS WITH AUDIENCES</u>	RN: 2624948 SN: 76369945	Renewed September 24, 2012  Int'l Class:35 First Use: November 9, 2001  Filed: February 11, 2002 Application Published: July 2, 2002 Registered: September 24, 2002 Last Renewal: September 24, 2012
3.	<u>CONNECTING AUDIENCES WITH ADVERTISERS</u>	RN: 2639531 SN: 76377927	Renewed October 22, 2012  Int'l Class:35 First Use: February 18, 2002  Filed: March 4, 2002 Application Published: July 30, 2002 Registered:



No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			October 22, 2002 Last Renewal: October 22, 2012
4.	<u>COUPON U</u>	RN: 2936080  SN: 78289408	Renewed March 29, 2015  Int'l Class:41 First Use: August 17, 1989  Filed: August 19, 2003 Application Published: January 4, 2005 Registered: March 29, 2005 Last Renewal: March 29, 2015
5.	<u>COUPON UNIVERSITY</u>	RN: 1609381  SN: 73783094	Renewed August 7, 2010  Int'l Class:41 First Use: April, 1985  Filed: February 27, 1989 Application Published: May 15, 1990 Registered: August 7, 1990 Last Renewal: August 7, 2010
6.	<u>CU</u>	RN: 1716606  SN: 73783056	Renewed September 15, 2012  Int'l Class:41 First Use: April, 1985  Filed: February 27, 1989 Application Published: March 27, 1990 Registered: September 15, 1992

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Last Renewal: September 15, 2012
7.	<u>DELIVERING VALUE TO AMERICA</u>	RN: 2109123  SN: 75196194	Renewed October 28, 2007  Int'l Class:35 First Use: May, 1996  Filed: November 8, 1996 Application Published: August 5, 1997 Registered: October 28, 1997 Last Renewal: October 28, 2007
8.	<u>DELIVERING VALUE TO PARENTS</u>	RN: 2326557  SN: 75684387	Renewed March 7, 2010  Int'l Class:35 First Use: April, 1998  Filed: April 15, 1999 Application Published: December 14, 1999 Registered: March 7, 2000 Last Renewal: March 7, 2010
9.	<u>GREAT SAVINGS FOR A GREAT CAUSE</u>	RN: 4310255  SN: 85512092	Registered March 26, 2013  Int'l Class:35 First Use: September 21, 2012  Filed: January 9, 2012 Application Published: June 26, 2012 Registered: March 26, 2013
10.	<u>INSTAPROOF</u>	RN: 2348950  SN: 75322532	Renewed May 9, 2010

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Int'l Class:09 First Use: August 1, 1997  Filed: July 10, 1997 Application Published: December 22, 1998 Registered: May 9, 2000 Last Renewal: May 9, 2010
11.	<u>NEIGHBORHOOD TRADE AREA</u> Disclaimer: "TRADE AREA"	RN: 1635692  SN: 74041253	Renewed February 19, 2011  Int'l Class:35 First Use: December, 1986  Filed: March 22, 1990 Application Published: November 27, 1990 Registered: February 19, 1991 Last Renewal: February 19, 2011
12.	<u>NEIGHBORSNEXT</u>	RN: 3636640  SN: 77533460	Registered 8 & 15 August 14, 2014  Int'l Class:35 First Use: March 8, 2008  Filed: July 29, 2008 Application Published: December 23, 2008 Registered: June 9, 2009
13.	<u>NTA</u>	RN: 1634955  SN: 74041261	Renewed February 12, 2011  Int'l Class:35 First Use: December, 1986  Filed: March 22, 1990

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Application Published: November 20, 1990 Registered: February 12, 1991 Last Renewal: February 12, 2011
14.	OPEN THE NEIGHBORHOOD	RN: 4835329  SN: 86528313	Registered October 20, 2015  Int'l Class:35 First Use: March 11, 2015  Filed: February 9, 2015 Application Published: June 30, 2015 Registered: October 20, 2015
15.	<u>OPEN THE NEIGHBORHOOD</u>	RN: 4812151  SN: 86528361	Registered September 15, 2015  Int'l Class:16 First Use: March 11, 2015  Filed: February 9, 2015 Application Published: June 30, 2015 Registered: September 15, 2015
16.	OPINION CONNECTION  Disclaimer: "OPINION"	RN: 4090248  SN: 85322234	Registered January 24, 2012  Int'l Class:35 First Use: March 17, 2011  Filed: May 16, 2011 Application Published: November 8, 2011 Registered: January 24, 2012
17.	<u>PAK-TRAK</u>  (PENDING)	SN: 86900255	Published July 5, 2016

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Int'l Class:35 First Use: June 24, 2014  Filed: February 8, 2016 Application Published: July 5, 2016
18.	<u>PUSH CLICK TAP</u>	RN: 4050889  SN: 85238402	Registered November 1, 2011  Int'l Class:35 First Use: February 22, 2011  Filed: February 9, 2011 Application Published: June 14, 2011 Registered: November 1, 2011
19.	<u>PUSH THE ENVELOPE CLICK WITH YOUR CUSTOMERS TAP INTO YOUR MARKET</u>	RN: 4050897  SN: 85240589	Registered November 1, 2011  Int'l Class:35 First Use: April 8, 2011  Filed: February 11, 2011 Application Published: June 14, 2011 Registered: November 1, 2011
20.	<u>SAVINGS BEYOND THE ENVELOPE</u>	RN: 4302848  SN: 85649962	Registered March 12, 2013  Int'l Class:35 First Use: May 22, 2012  Filed: June 12, 2012 Application Published: October 9, 2012 Registered: March 12, 2013
21.	<u>SAVINGS BEYOND THE ENVELOPE</u>	RN: 4264688	Registered December 25, 2012

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
		SN: 85649946	Int'l Class:16 First Use: May 22, 2012  Filed: June 12, 2012 Application Published: October 9, 2012 Registered: December 25, 2012
22.	<u>SOLO VALUES</u>	RN: 1808602  SN: 74289805	Renewed November 30, 2013  Int'l Class:35 First Use: June, 1992  Filed: June 30, 1992 Application Published: November 17, 1992 Registered: November 30, 1993 Last Renewal: November 30, 2013
23.	<u>SOLO VALUES</u>	RN: 2296207  SN: 75639393	Renewed November 30, 2009  Int'l Class:35 First Use: November 11, 1998  Filed: February 4, 1999 Application Published: September 7, 1999 Registered: November 30, 1999 Last Renewal: November 30, 2009
24.	<u>SOMETIMES SENSIBLE.</u> <u>SOMETIMES</u> <u>SENSATIONAL.</u> <u>ALWAYS SMART.</u>	RN: 3966327  SN: 85153790	Registered May 24, 2011  Int'l Class:35 First Use: September 24, 2010  Filed:

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			<p>October 15, 2010  Application Published:  March 8, 2011  Registered:  May 24, 2011</p>
25.	<p><u>THE BLUE ENVELOPE</u></p> <p>Disclaimer:  “ENVELOPE”</p>	<p>RN: 3568390  SN: 77296620</p>	<p>Registered 8 &amp; 15  August 23, 2014</p> <p>Int'l Class:16  First Use: December 26, 2007</p> <p>Filed:  October 4, 2007  Application Published:  March 18, 2008  Registered:  January 27, 2009</p>
26.	<p><u>THE POWER OF THE  MAILBOX</u></p>	<p>RN: 2474754  SN: 75463847</p>	<p>Renewed  August 7, 2011</p> <p>Int'l Class:35  First Use: June 10, 1998</p> <p>Filed:  April 7, 1998  Application Published:  August 31, 1999  Registered:  August 7, 2001  Last Renewal:  August 7, 2011</p>
27.	<p><u>THE SMARTEST  VALUES IN YOUR  NEIGHBORHOOD</u></p>	<p>RN: 1937911  SN: 74516163</p>	<p>Renewed  November 28, 2005</p> <p>Int'l Class:35  First Use: June, 1994</p> <p>Filed:  April 19, 1994  Application Published:  September 5, 1995  Registered:  November 28, 1995  Last Renewal:  November 28, 2005</p>


No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
28.	<u>THERE'S SOMETHING IN IT FOR YOU</u>	RN: 2358701  SN: 75623258	Renewed June 13, 2010  Int'l Class:35 First Use: January, 1999  Filed: January 19, 1999 Application Published: August 24, 1999 Registered: June 13, 2000 Last Renewal: June 13, 2010
29.	<u>VALPAK</u>	RN: 3080040  SN: 76321646	Renewed April 11, 2016  Int'l Class:16 First Use: December 26, 2001  Filed: October 4, 2001 Application Published: December 17, 2002 Registered: April 11, 2006 Last Renewal: April 11, 2016
30.	<u>VALPAK</u>	RN: 2585359  SN: 76330798	Renewed June 25, 2012  Int'l Class:35 First Use: October 3, 2001  Filed: October 29, 2001 Application Published: April 2, 2002 Registered: June 25, 2002 Last Renewal: June 25, 2012
31.	<u>VAL-PAK</u>	RN: 1289322  SN: 73433076	Renewed August 7, 2014



No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Int'l Class:35 First Use: August, 1968  Filed: July 5, 1983 Application Published: May 15, 1984 Registered: August 7, 1984 Last Renewal: August 7, 2014
32.	<u>VAL-PAK</u>	RN: 2274521  SN: 75556616	Renewed August 31, 2009  Int'l Class:35 First Use: November, 1995  Filed: September 22, 1998 Application Published: June 8, 1999 Registered: August 31, 1999 Last Renewal: August 31, 2009
33.	<u>VALPAK DEALS</u>  Disclaimer: "DEALS"	RN: 3965522  SN: 85133305	Registered May 24, 2011  Int'l Class:35 First Use: September 24, 2010  Filed: September 20, 2010 Application Published: March 8, 2011 Registered: May 24, 2011
34.	<u>VALPAK SELECT</u>	RN: 1884971  SN: 74523558	Renewed March 21, 2005  Int'l Class:16 First Use: July, 1993  Filed: May 11, 1994

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			Application Published: December 27, 1994 Registered: March 21, 1995 Last Renewal: March 21, 2005
35.	<u>VALPAK SELECT</u>	RN: 1885238  SN: 74527598	Renewed March 21, 2005  Int'l Class:35 First Use: July, 1993  Filed: May 11, 1994 Application Published: December 27, 1994 Registered: March 21, 1995 Last Renewal: March 21, 2005
36.	<u>VALPAK UNIVERSITY</u>  Disclaimer: "UNIVERSITY"	RN: 3113648  SN: 78359641	Renewed July 11, 2016  Int'l Class:41 First Use: April 1, 2002  Filed: January 29, 2004 Application Published: April 18, 2006 Registered: July 11, 2006 Last Renewal: July 11, 2016
37.	<u>VALPAK.COM</u>	RN: 2504294  SN: 76180955	Renewed November 6, 2011  Int'l Class:35 First Use: October 1, 1995  Filed: December 14, 2000 Application Published: August 14, 2001 Registered:

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
			November 6, 2001 Last Renewal: November 6, 2011
38.	<u>VALUE-PAK</u>	RN: 1648295  SN: 73763656	Renewed June 18, 2011  Int'l Class:35 First Use: August 22, 1988  Filed: November 14, 1988 Application Published: April 24, 1990 Registered: June 18, 1991 Last Renewal: June 18, 2011
39.	<u>VALUE-PAK</u>	RN: 2461053  SN: 75806999	Renewed June 19, 2011  Int'l Class:16 First Use: March, 1994  Filed: September 23, 1999 Application Published: March 27, 2001 Registered: June 19, 2001 Last Renewal: June 19, 2011
40.	<u>VPOFFICE</u>	RN: 2312368  SN: 75395391	Renewed January 25, 2010  Int'l Class:09 First Use: November, 1995  Filed: November 25, 1997 Application Published: August 4, 1998 Registered: January 25, 2000 Last Renewal: January 25, 2010

No.	Trademark	Reg. No. / App. Serial No.	Status and Key Dates
41.	<u>WE DELIVER YOUR NEIGHBORHOOD</u>	RN: 1981914  SN: 74516170	Renewed June 25, 2006  Int'l Class:35 First Use: April 21, 1994  Filed: April 19, 1994 Application Published: April 2, 1996 Registered: June 25, 1996 Last Renewal: June 25, 2006
42.	Design Only 	RN: 4448540  SN: 85618548	Registered December 10, 2013  Int'l Class:35 First Use: May 22, 2012  Filed: May 7, 2012 Application Published: March 19, 2013 Registered: December 10, 2013
48.	<u>There's Something in it For you</u>	RN: 3495907 RN: 2358701	Registered: September 2, 2008  Registered: June 13, 2000
49.	<u>Valpak Selections</u>	RN: 3657368 and RN: 3707906	Registered: July 21, 2009  Registered: November 10, 2009