

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM601734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hibernation Holding Company, Inc.		10/06/2020	Corporation:
The Vermont Teddy Bear Co., Inc.		10/06/2020	Corporation:
SendAmerica, Inc.		10/06/2020	Corporation:

RECEIVING PARTY DATA

Name:	Pine Street Capital Partners III, L.P.
Street Address:	572 Washington Street
Internal Address:	The Rotunda Building, Suite 16
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02482
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	3329824	BABYGRAM
Registration Number:	3873700	BE BEAR
Registration Number:	1885425	BEAR COUNSELOR
Registration Number:	2012975	BEAR-GRAM
Registration Number:	2430925	BEAR-GRAM
Registration Number:	2553662	BEARS SAY IT BEST
Registration Number:	2732667	BEARS TO BUSINESS
Registration Number:	3392250	BIG HERO, LITTLE HERO
Registration Number:	4283075	BIG HUNKA LOVE
Registration Number:	2547579	COFFEE CUB
Registration Number:	4078503	DORMISOFT
Registration Number:	5138636	FLANDEX
Registration Number:	2971438	FRIEND FOR LIFE
Registration Number:	4408271	GIANT HUNKA LOVE
Registration Number:	2568118	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5367101	HOODIE-FOOTIE
Registration Number:	4408269	LIL' HUNKA LOVE
Registration Number:	3265471	LITTLE HERO
Registration Number:	3866118	
Registration Number:	2518493	LOVE IS IN THE BEAR
Registration Number:	3405846	LOVEGRAM
Registration Number:	2131281	MAKE A FRIEND FOR LIFE
Registration Number:	2628819	NOTHING SAYS YOU CARE LIKE A BEAR
Registration Number:	2722118	PAJAMAGRAM
Registration Number:	3788547	PAJAMAJEANS
Registration Number:	3859710	PAJAMAS YOU LIVE IN. JEANS YOU SLEEP IN.
Registration Number:	2847944	PREFUR'D MEMBER
Registration Number:	3169072	SAY IT WITH A BEAR
Registration Number:	2767086	SENDAMERICA
Registration Number:	2769475	SENDVERMONT
Registration Number:	2642700	SHOW YOU CARE, SEND A BEAR
Registration Number:	2767056	TEDDY EXPRESS
Registration Number:	2012955	TEDDYGRAMS
Registration Number:	2377833	THE ALL-AMERICAN TEDDY BEAR
Registration Number:	2499043	THE CREATIVE ALTERNATIVE TO FLOWERS
Registration Number:	1941985	THE VERMONT TEDDY BEAR COMPANY
Registration Number:	1985986	VERMONT BEAR-GRAM
Serial Number:	88246906	VERMONT TEDDY BEAR
Registration Number:	5427606	· VERMONT · TEDDY BEAR
Registration Number:	5266279	VERMONTING
Registration Number:	5770908	ADDISON MEADOW
Registration Number:	6148266	AMERICA'S PAJAMA EXPERTS
Registration Number:	6148265	AMERICA'S PJ EXPERTS
Registration Number:	5382807	HOODIE-FOOTIE SNUGGLE SUIT
Registration Number:	5393194	HOODIE-FOOTIE
Registration Number:	5418343	LOVEY BUDDY
Serial Number:	88647784	NEXT TO NOTHING
Serial Number:	88658166	PETJAMMIES
Serial Number:	88780346	WE'RE FAMOUS FOR OUR FLANNEL!

CORRESPONDENCE DATA

Fax Number: 3129774405

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.

TRADEMARK

REEL: 007068 FRAME: 0719

Phone: 3129774400
Email: tefiester@nixonpeabody.com
Correspondent Name: Elizabeth W. Baio
Address Line 1: 70 W. MADISON STREET, SUITE 3500
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	044692-0011
NAME OF SUBMITTER:	Elizabeth W. Baio
SIGNATURE:	/Elizabeth W. Baio/
DATE SIGNED:	10/08/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of October 6, 2020 (the “Effective Date”), is executed by Hibernation Holding Company, Inc., a Delaware corporation (“Holdings”), The Vermont Teddy Bear Co., Inc., a Delaware corporation (“Vermont TB”) and SendAmerica, Inc., a Delaware corporation (“SendAmerica” and jointly and severally together with Vermont TB and Holdings, the “Debtors” and each a “Debtor”), each with its principal place of business at 6655 Shelburne Road, P.O. Box 965, Shelburne, Vermont 05482 in favor of Pine Street Capital Partners III, L.P., a Delaware limited partnership (in its own capacity as a Holder, and as Noteholders Representative for the Holders under the Purchase Agreement, the “Purchaser”).

RECITALS

A. The Debtors and the Purchaser have entered into that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement, the applicable provisions of which are incorporated herein by this reference.

B. The Debtors have determined that it is in its best interests to enter into the Purchase Agreement. The Purchaser, however, will not enter into the Purchase Agreement unless the Debtors execute and deliver this Agreement and pledge to the Purchaser, a security interest in the Pledged Collateral (as defined herein) in order to secure the payment and performance by the Debtors of the Secured Liabilities (as defined below).

CLAUSES

To induce the Purchaser to enter into the Purchase Agreement, each Debtor hereby agrees as follows:

1. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Notes Obligations, and any other indebtedness, obligations and liabilities of whatsoever kind and nature of such Debtor (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by the Purchaser in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (collectively, the “**Secured Liabilities**”), each Debtor hereby grants to the Purchaser, a continuing perfected security interest senior to all other Liens other than Permitted Liens in all of the following property of such Debtor (collectively, the “**Pledged Collateral**”), whether now owned or existing or hereafter acquired:

(a) Trademarks, service marks, assumed or fictitious trade names, trade dress, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit A** attached hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and

payments for past, present and future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) the goodwill of such Debtor's business symbolized by the foregoing and connected therewith (all of the foregoing in this subsection (a) are collectively referred to as the "**Trademarks**");

(b) Copyrights, including, without limitation, those listed on **Exhibit B** attached hereto, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "**Copyrights**");

(c) Patents and patent applications, including, without limitation, the patents listed on **Exhibit C** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the "**Patents**"); and

(d) Rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements) copyright license agreements and patent license agreements with any other party, including, without limitation, those listed on **Exhibit D** attached hereto, whether such Debtor is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits such Debtor from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the "**Licenses**").

2. Warranties and Representations. Debtors jointly and severally represent and warrant to the Purchaser that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright, Patent and License is presently subsisting;

(b) The Debtors, as applicable, are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Pledged Collateral that is owned by the Debtors, free and clear of any Liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by the Debtors not to sue third persons;

(c) No Debtor has notice of any suits or actions commenced or, to the Debtors' knowledge, threatened with reference to the Pledged Collateral; and

(d) The Debtors have the unqualified right to execute and deliver this Agreement and perform in accordance with its terms.

3. Restrictions on Future Agreements. Until the Secured Liabilities are paid in full and the Operative Documents have been terminated, no Debtor will, without the prior written consent of the

Purchaser, sell, assign or license its interest in the Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Purchaser under this Agreement.

4. New Trademarks, Copyrights, Patents and Licenses. Debtors jointly and severally represent and warrant to the Purchaser that the Trademarks listed on Exhibit A, the Copyrights listed on Exhibit B, the Patents listed on Exhibit C constitute all of the registered Trademarks and applications thereof, registered Copyrights and applications thereof and Patents now owned by each Debtor. If, before the Secured Liabilities are paid in full or before the Operative Documents have been terminated, a Debtor (a) becomes aware of any existing registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses of which any Debtor has not previously informed the Purchaser or (b) becomes entitled to the benefit of any Trademarks, Copyrights, Patents or Licenses which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Debtor will give to Purchaser prompt written notice thereof. Each Purchaser hereby authorizes the Purchaser to modify this Agreement by amending the Exhibits hereto to include any such registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses and to file a duplicate original of this Agreement containing the amended Exhibits in accordance with Section 12 hereof.

5. Term. The term of this Agreement will extend until the Secured Liabilities are paid in full and the Operative Documents have been terminated.

6. Release of Agreement. This Agreement is made for collateral purposes only. Upon payment in full of the Secured Liabilities and termination of the Operative Documents, the Purchaser shall promptly execute and deliver to Debtors, at Debtors' expense, all termination statements and other instruments as may be necessary or proper to terminate Purchaser's security interests created hereby and pursuant to the Operative Documents.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein will be borne by the Debtors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Purchaser in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees and expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Debtors and until paid will constitute Secured Liabilities.

8. Duties of Debtors. The Debtors will (a) diligently file and prosecute all pending applications relating to the Pledged Collateral and (b) preserve and maintain all rights in the Pledged Collateral; provided, however, that no Debtor will be required to preserve and maintain any Trademarks or Licenses that such Debtor no longer finds useful in the conduct of its business in its reasonable business judgment.

9. Purchaser's Right to Sue. After the occurrence of an Event of Default and the continuance thereof, the Purchaser will have the right, but will in no way be obligated, to bring suit in its own name on behalf of any Debtor to enforce the Pledged Collateral and, if the Purchaser commences any such suit, the Debtors will, at the request of the Purchaser, do any and all lawful acts and execute any and all proper documents required by the Purchaser in aid of such enforcement and the Debtor will promptly, upon demand, reimburse and indemnify the Purchaser for all documented costs and expenses incurred in the exercise of its rights under this Section 9, including, without limitation, reasonable attorney's fees and expenses.

10. **Waivers.** No course of dealing among the Debtors and the Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Operative Documents will operate as a waiver thereof; nor will 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.

11. **Modification.** No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by the Debtors therefrom, shall in any event be effective, except as specifically provided in Section 4 hereof, unless the same shall be in writing and signed by the Purchaser, and then such waiver or consent shall be effective only for the specific purpose for which given.

12. **Cumulative Remedies; Power of Attorney; Effect on Operative Documents.** All of the Purchaser's rights and remedies with respect to the Pledged Collateral, whether established hereby, by the Operative Documents, by any other agreements or by law will be cumulative and may be exercised singularly or concurrently. Each Debtor hereby irrevocably designates, constitutes and appoints the Purchaser (and authorizes the Purchaser to make, constitute and appoint any officer or agent of the Purchaser as the Purchaser may select in its sole discretion) as such Debtor's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, and subject to any applicable limitations or restrictions on such Debtor's rights in the Pledged Collateral to: (a) endorse such Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Purchaser in the use of the Pledged Collateral; (b) take any other actions with respect to the Pledged Collateral as the Purchaser deems to be in its best interests; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone on commercially reasonable terms; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral to anyone on commercially reasonable terms. Each Debtor hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable until the Secured Liabilities have been paid in full and the Operative Documents have been terminated. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchaser under the Operative Documents but rather is intended to facilitate the exercise of such rights and remedies. The Purchaser will have, in addition to all other rights and remedies given it by the terms of this Agreement and the Operative Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, from time to time. EACH DEBTOR HEREBY AUTHORIZES THE PURCHASER TO FILE THIS AGREEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS HERETO OR AMENDED AND RESTATED VERSIONS HEREOF, WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE.

13. **Binding Effect; Benefits.** This Agreement will become effective upon execution by the Debtors and the Purchaser. If this Agreement is not dated or contains any blanks when executed by the Debtors, the Purchaser is hereby authorized, without notice to the Debtors, to date this Agreement as of the date when it was executed by the Debtors, and to complete any such blanks according to the terms upon which this Agreement is executed. This Agreement will be binding upon the Debtors and their respective successors and assigns, and will inure to the benefit of the Purchaser, its successors, nominees and assigns.

14. **Enforceability.** Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without

invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Survival. All covenants, agreements, representations and warranties made by the Debtors herein will, notwithstanding any investigation by the Purchaser, be deemed material and relied upon by the Purchaser and shall survive the making and execution of this Agreement and the Operative Documents and the issuance of the Notes, and shall be deemed to be continuing representations and warranties until such time as the Debtors have fulfilled all of the Secured Liabilities to the Purchaser, and the Purchaser has been paid in full. The Purchaser, in extending financial accommodations to the Debtors, is expressly acting and relying on the aforesaid representations and warranties.

16. Governing Law. This Agreement will be delivered and accepted in and will be deemed to be a contract made under and governed by the internal laws of the Commonwealth of Massachusetts, and for all purposes will be construed in accordance with the laws of such Commonwealth, without giving effect to the choice of law provisions of such Commonwealth.

17. WAIVER OF JURY TRIAL. THE PURCHASER AND THE DEBTORS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PLEDGED COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN CONJUNCTION WITH THIS AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS IN WHICH THE PURCHASER AND THE DEBTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PURCHASER GRANTING ANY FINANCIAL ACCOMMODATION TO THE DEBTORS.

18. Headings. Section headings used herein are for convenience only and will not modify the provisions which they precede.

19. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered in PDF or other electronic format, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

20. Subordination. This Agreement is subject to the terms, conditions and restrictions set forth in that certain Intercreditor and Subordination Agreement (the "Subordination Agreement") dated as of the date hereof by and among the Debtors, the Purchaser and T.D. Bank, N.A., as senior creditor. Each assignee of Purchaser, by its acceptance of the assignment of this Agreement, shall be bound by the provisions of the Subordination Agreement. To the extent that any of the terms, conditions, covenants and restrictions set forth in this Agreement contradict the terms of the Subordination Agreement, the terms, conditions, covenants and restrictions of the Subordination Agreement shall control until such time as the Subordination Agreement is terminated.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEBTORS:

HIBERNATION HOLDING COMPANY, INC.

By: Robert D. Crowley *R.D. Crowley*
Name: Robert D. Crowley
Its: President and Duly Authorized Agent

THE VERMONT TEDDY BEAR CO., INC.

By: _____
Name: William Shouldice IV
Its: President and Duly Authorized Agent

SENDAMERICA, INC.

By: _____
Name: William Shouldice IV
Its: President and Duly Authorized Agent

PURCHASER:

PINE STREET CAPITAL PARTNERS III, L.P.

By: Pine Street Capital Partners III, LLC
its General Partner

By: _____
Name: David Morris
Title: Managing Member

IP Security Agreement Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEBTORS:

HIBERNATION HOLDING COMPANY, INC.

By: _____
Name: Robert D. Crowley
Its: President and Duly Authorized Agent

THE VERMONT TEDDY BEAR CO., INC.

By: WCS
Name: William Shouldice IV
Its: President and Duly Authorized Agent

SENDAMERICA, INC.

By: WCS
Name: William Shouldice IV
Its: President and Duly Authorized Agent

PURCHASER:

PINE STREET CAPITAL PARTNERS III, L.P.

By: Pine Street Capital Partners III, LLC
its General Partner

By: _____
Name: David Morris
Title: Managing Member

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEBTORS:

HIBERNATION HOLDING COMPANY, INC.

By: _____
Name: _____
Its: President and Duly Authorized Agent

THE VERMONT TEDDY BEAR CO., INC.

By: _____
Name: _____
Its: President and Duly Authorized Agent

SENDAMERICA, INC.

By: _____
Name: _____
Its: President and Duly Authorized Agent

PURCHASER:

PINE STREET CAPITAL PARTNERS III, L.P.

By: Pine Street Capital Partners III, LLC
its General Partner

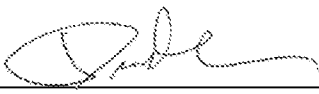
By:  _____
Name: David Morris
Title: Managing Member

EXHIBIT A
TRADEMARKS

<u>Serial Number</u>	<u>U.S. Registration Number</u>	<u>Trademark</u>
76492419	3329824	BABYGRAM
77100367	3873700	BE BEAR
74442087	1885425	BEAR COUNSELOR
74442097	2012975	BEAR-GRAM
75750773	2430925	BEAR-GRAM
75911447	2553662	BEARS SAY IT BEST
76109175	2732667	BEARS TO BUSINESS
76570373	3392250	BIG HERO, LITTLE HERO
85673628	4283075	BIG HUNKA LOVE
75425720	2547579	COFFEE CUB
77890958	4078503	DORMISOFT
86810378	5138636	FLANDEX
76420456	2971438	FRIEND FOR LIFE
85673061	4408271	GIANT HUNKA LOVE
75896781	2568118	HEART IN CIRCLES (LOGO)
85332188	5367101	HOODIE-FOOTIE (block letters)
85673048	4408269	LIL' HUNKA LOVE
76570372	3265471	LITTLE HERO
77930953	3866118	PAJAMAJEAN POCKET DESIGN
75892612	2518493	LOVE IS IN THE BEAR
76498204	3405846	LOVEGRAM
75136982	2131281	MAKE A FRIEND FOR LIFE
75911598	2628819	NOTHING SAYS YOU CARE LIKE A BEAR
76209729	2722118	PAJAMAGRAM
77728380	3788547	PAJAMAJEANS
77930937	3859710	PAJAMAS YOU LIVE IN. JEANS YOU SLEEP IN.
76204550	2847944	PREFUR'D MEMBER
76488699	3169072	SAY IT WITH A BEAR
75837934	2767086	SENDAMERICA
75837935	2769475	SENDVERMONT
76354946	2642700	SHOW YOU CARE, SEND A BEAR
75753153	2767056	TEDDY EXPRESS
74270688	2012955	TEDDYGRAMS
75044360	2377833	THE ALL-AMERICAN TEDDY BEAR
75892611	2499043	THE CREATIVE ALTERNATIVE TO FLOWERS
74442088	1941985	THE VERMONT TEDDY BEAR COMPANY
74442081	1985986	VERMONT BEAR-GRAM

88246906		VERMONT TEDDY BEAR
87565133	5427606	VERMONT TEDDY BEAR & DESIGN
86268550	5266279	Vermonting and Logo
87841084	5770908	ADDISON MEADOW
88222597	6148266	America's Pajama Experts
88222593	6148265	America's PJ Experts
77728377	5382807	HOODIE-FOOTIE SNUGGLE SUIT

77890971	5393194	HOODIE-FOOTIE AND LOGO
87618503	5418343	Lovey Buddy (Block Letters)
88647784	Pending	NEXT TO NOTHING
88658166	Pending	petJammies
88780346		We're Famous For Our Flannel!

EXHIBIT B
COPYRIGHTS

None.

EXHIBIT C

PATENTS

<u>Issue Date</u>	<u>Serial Number</u>	<u>Patent Number</u>	<u>Patent</u>
Feb 27, 2007	29/223,225	D537,487	STUFFED TEDDY BEAR - CRAZY FOR YOU
Jul 23, 2013	29/371,814	D686,435	PILLOW PUPPET
Mar 27, 2012	29/371,812	D656,301	APPAREL SLEEVE ENDS - Pajama Puppet
Dec 25, 2012	29/395,237	D672,994	PILLOW WITH ANIMAL LIKENESS (BLUE MONSTER) - FREE RANGE/PILLOW PUPPET
Jan 1, 2013	29/395,236	D673,406	PILLOW WITH ANIMAL LIKENESS (FROG) - FREE RANGE/PILLOW PUPPET
Jan 1, 2013	29/395,240	D673,408	PILLOW WITH ANIMAL LIKENESS (PINK MONSTER) - FREE RANGE/PILLOW PUPPET
Jan 1, 2013	29/395,238	D673,407	PILLOW WITH ANIMAL LIKENESS (MONKEY) - FREE RANGE/PILLOW PUPPET

EXHIBIT D

LICENSES

Sub-License Agreements with the following manufacturers, each evidenced by purchase orders:

- Komar
- Centric Brands
- Creative Apparel

Direct License Agreement with the following Licensors:

- Desilu, Too, LLC & CBS Consumer Products, Inc.
- Margaritaville