

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Publishers Clearing House LLC		11/19/2020	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo
Street Address:	7711 Plantation Road, Floor 1
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	4242135	"FOREVER"
Registration Number:	5465664	11 PCHKENO
Registration Number:	5465665	11 PCHKENO PUBLISHERS CLEARING HOUSE
Registration Number:	5246513	6 42 PCHLOTTO
Registration Number:	5246514	6 42 PCHLOTTO PUBLISHERS CLEARING HOUSE
Registration Number:	4241838	EDWIN
Registration Number:	3626747	GOLD COAST GC GC GC GC ALWAYS IN STYLE
Registration Number:	3694131	GOLD GC GC GC GC COAST ALWAYS IN STYLE
Registration Number:	3755715	GOLD COAST GC GC GC GC ALWAYS IN STYLE
Registration Number:	3496361	GOLD COAST ALWAYS IN STYLE GC GC GC GC
Registration Number:	3141733	
Registration Number:	1283590	
Registration Number:	3132956	IT'S ALL ABOUT WINNING
Registration Number:	2858220	IT'S ALL ABOUT WINNING
Registration Number:	4186728	
Registration Number:	3141743	PCH
Registration Number:	1371841	PCH
Registration Number:	3141744	PCH.COM
Registration Number:	2716049	PCH.COM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2823642	PCH.COM
Registration Number:	2719631	PCH.COM PUBLISHERS CLEARING HOUSE
Registration Number:	3132957	PCH.COM
Registration Number:	3132958	PCH.COM PUBLISHERS CLEARING HOUSE
Registration Number:	5553000	PCHFRONTPAGE
Registration Number:	5711996	PCHFRONTPAGE
Registration Number:	5286343	PCHGAMES
Registration Number:	5465608	PCHKENO
Registration Number:	5246479	PCHLOTTO
Registration Number:	3818312	PCHPLAY&WIN
Registration Number:	5550652	PCHSEARCH&WIN
Registration Number:	5550653	PCHSEARCH&WIN
Registration Number:	5246560	PCHSLOTS
Registration Number:	5246559	PCHSLOTS
Registration Number:	5196897	POWERPRIZE
Registration Number:	3200959	PRIZE PATROL
Registration Number:	1644581	PRIZE PATROL
Registration Number:	3198313	PRIZE PATROL
Registration Number:	1642239	PRIZE PATROL
Registration Number:	3138822	PUBLISHERS CLEARING HOUSE
Registration Number:	1611504	PUBLISHERS CLEARING HOUSE
Registration Number:	1611700	PUBLISHERS CLEARING HOUSE
Registration Number:	1440245	PUBLISHERS CLEARING HOUSE
Registration Number:	3924064	PUBLISHERS CLEARING HOUSE SUPER DEAL! SP
Registration Number:	2727966	PUBLISHERS CLEARING HOUSE SUPER DEAL! SP
Registration Number:	4932804	SMART HOME ESSENTIALS FOR LIVING
Registration Number:	4932805	SMART HOME ESSENTIALS FOR LIVING
Registration Number:	2094424	SUPERPRIZE
Registration Number:	2333348	SWEEPSMARTS
Registration Number:	1444545	THE CLEARING HOUSE
Registration Number:	1729742	THE CLEARING HOUSE
Registration Number:	1719009	THE CLEARING HOUSE
Registration Number:	4833261	THE SKYLINE COLLECTION STEP INTO STYLE

CORRESPONDENCE DATA

Fax Number: 5163573792

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: 5162969182

Email: aronneburger@cullenllp.com
Correspondent Name: Ariel E. Ronneburger
Address Line 1: 100 Quentin Roosevelt Blvd
Address Line 2: Cullen and Dykman LLP
Address Line 4: Garden City, NEW YORK 11530

NAME OF SUBMITTER:	Ariel E. Ronneburger
SIGNATURE:	/Ariel E. Ronneburger/
DATE SIGNED:	12/23/2020

Total Attachments: 25

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 19, 2020 (as may be amended and restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), is made by and between PUBLISHERS CLEARING HOUSE LLC, a limited liability company organized under the laws of the State of New York (“**Grantor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Secured Party**”).

BACKGROUND

Grantor and Secured Party have entered into a Credit Agreement dated April 3, 2020 (the “**Credit Agreement**”), a Revolving Line of Credit Note dated April 3, 2020 (the “**Note**”) and Security Agreement dated April 3, 2020 (the “**Security Agreement**”) (the Note and the Security Agreement collectively with the Credit Agreement and each and every document, instrument or agreement executed and/or delivered to Secured Party in connection therewith, as the same may be modified, amended, restated or replaced from time to time, collectively, the “**Loan Documents**”).

Pursuant to the Loan Documents, Secured Party is making certain financial accommodations (the “**Loan**”) available to Grantor from time to time pursuant to the terms and conditions thereof. Secured Party is willing to continue to make the Loan to Grantor, as provided for in the Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party the Credit Agreement and the other Loan Documents. Pursuant to Section 3.1(e) of the Credit Agreement, Grantor is required to execute and deliver to Secured Party this Agreement. Grantor is willing to enter into this Agreement in order to induce Secured Party to continue to extend the Loan to Grantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided for such terms in the Credit Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the obligations of Grantor to Secured Party pursuant to the Credit Agreement, Grantor hereby grants to Secured Party a first priority security interests in Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all United States registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names, and other source

identifiers, whether or not registered, whether statutory or under common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the United States Patent and Trademark Office or in any office or agency of any State or Territory of the United States (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that (i) a valid security interest may not be taken in such an intent-to-use trademark application under applicable law, or (ii) the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws, with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, including, without limitation, each trade name, registered trademark, trademark application, registered service mark and service mark application listed on Schedule A attached hereto (as such Schedule A may be supplemented from time to time) (collectively, the “**Trademarks**”);

(b) all trademark licenses, including each trademark license referred to in Schedule B attached hereto (collectively, the “**Trademark Licenses**”);

(c) any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or obtain other legal or equitable relief, as well as all other accrued and unaccrued causes of action (whether in contract, tort, or otherwise) or rights to claim, sue or collect damages for, or enjoin or obtain other legal and equitable relief for, misuse, dilution, violation, unfair competition, or other impairment (whether past, present, or future) thereof, including expired terms;

(d) all goodwill, client lists, customer lists, and other General Intangibles with respect to the foregoing;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all products and proceeds of, and rights associated with, all of the foregoing, whether now or hereafter due and/or payable, including all income, fees, license royalties and proceeds of infringement suits, and supporting obligations relating to, any and all of the foregoing.

The security interests and rights granted to Secured Party hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party for its benefit under the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Credit Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern.

3. Perfection; Further Assurances; Power of Attorney.

(a) Grantor acknowledges and agrees that this Agreement has been executed and delivered by Grantor for the purpose of registering the security interests of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. Grantor further agrees that it will execute and deliver to Secured Party such security agreements, assignments, and other documents and instruments as Secured Party may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Secured Party hereby. Grantor shall also cooperate with Secured Party in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Secured Party in its sole but reasonable discretion.

(b) Grantor hereby appoints Secured Party as its attorney-in-fact, with full power of substitution, without notice to or assent by Grantor, in its own name or in Grantor's name to:

(1) execute, deliver, and file with the appropriate filing office, any notices of lien, financing statements, assignments, and any other documents, notices, and agreements that Secured Party reasonably deems appropriate in connection with the perfection, protection, priority, continuation, or enforcement of Secured Party's security interests in the Trademark Collateral;

(2) take any actions required of Grantor under this Agreement that Grantor fails to or is unable to take in a timely manner; and

(3) while an Event of Default exists, take any actions that Secured Party deems appropriate to protect, preserve, or realize upon the Trademark Collateral or accomplish the purposes of this Agreement, and in connection with a disposition of any Trademark Collateral to assign or transfer title to such Trademark Collateral to itself or any third party purchaser, and to file with the appropriate filing office any documents necessary or advisable to implement, effectuate, or reflect the disposition.

The powers granted to Secured Party herein, being coupled with an interest, are irrevocable until all obligations under the Credit Agreement have been paid in full, and Grantor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Secured Party shall not be liable for any act or omission, error in judgment or mistake of law except for Secured Party's gross negligence or willful misconduct. Grantor agrees to pay the costs of the continuation of Secured Party's security interests and releases or assignments of Secured Party's interests granted herein.

4. Representations and Warranties; Covenants. Grantor represents, warrants and covenants to Secured Party, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Grantor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for Permitted Liens and liens and security interests in favor of Secured Party. None of the Trademark Collateral is subject to any prohibition against encumbering, pledging,

hypothecating or assigning the same or requires notice or consent in connection therewith. Any security interest previously granted against the Trademark Collateral is no longer valid, regardless of whether or not a release of such a security interest has been executed and/or filed;

(b) The protection of Grantor's rights in the Trademarks under United States trademark law has not expired, and there has been no finding or adjudication that the Trademarks are in the public domain;

(c) Neither Grantor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Grantor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(d) Grantor shall continually take such steps as are necessary and prudent to protect the interests of Secured Party in the Trademark Collateral granted hereunder including, but not limited to, the following:

(1) Grantor will maintain books and records relating to the Trademark Collateral satisfactory to Secured Party and allow Secured Party or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Secured Party may reasonably require.

(2) Grantor will maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Grantor's address indicated above, or at such other address as Secured Party shall permit, in its sole discretion, upon request to Secured Party contained in an Authenticated Record (as defined in the UCC) from Grantor.

(3) Grantor will execute and deliver to Secured Party such other and further documentation necessary to evidence, effectuate or perfect Secured Party's security interests in and to the Trademark Collateral.

(4) Grantor will keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for Permitted Liens and the security interests of Secured Party pursuant to the terms hereof, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein, including, without limitation: (A) promptly notifying Secured Party and providing reasonable details of any infringement, dilution, misappropriation or other violation of the Trademark Collateral; (B) diligently enforcing and defending the Trademark Collateral in a commercially reasonable manner, including suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, or cancellation against conflicting rights of any third party; (C) diligently prosecuting to allowance or final refusal any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement; and (D) taking reasonable and necessary action to preserve and maintain the Trademark Collateral, and its rights therein, including paying maintenance fees and filing applications for renewal, affidavits or

declarations of use, and affidavits of incontestability, with the exception of any mark(s) included in the Trademark Collateral of which the Grantor may have permanently discontinued use for commercial reasons in the ordinary course of business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor.

(5) Grantor will not directly or indirectly (A) sell, transfer, hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or (B) grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or (C) grant any rights in or to the Trademark Collateral, other than (i) rights to use the Trademark Collateral pursuant to the licenses and agreements described in Schedule B attached hereto, ii) licenses granted to third-parties in the normal course of business and as otherwise permitted under the Credit Agreement, and (iii) the security interests in the Trademark Collateral granted to Secured Party pursuant to the terms hereof.

(6) INTENTIONALLY OMITTED

(7) Grantor shall give Secured Party prompt notice in writing of any (A) additional registered or applied-for trademarks after the date hereof, and (B) licenses granted to third-parties in the normal course of business or as otherwise permitted under the Credit Agreement, provided that such notice shall not be required to be given more than once every quarter. Grantor shall cooperate with the Secured Party to modify this Agreement by amending Schedule A or Schedule B to include any future registered or applied-for trademarks of Grantor or Licenses within thirty (30) days after request by the Secured Party, as same may be extended by the Secured Party in writing from time to time. Any failure by Guarantor to cooperate with Secured Party and execute an amendment or amended schedule to this Agreement shall be an Event of Default hereunder and shall be subject to the notice and cure periods as set forth in Section 6.1(d) of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or Schedule B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or Schedule B.

(8) Grantor will comply in all material respects with United States laws and regulations applicable to any Trademark Collateral.

(9) Grantor promptly will notify Secured Party, providing reasonable details, of the institution of any proceeding before a governmental authority regarding the validity or enforceability of Grantor's right to register, own, or use any Trademark Collateral, and any adverse determination on the merits in any such proceeding, and shall take reasonable steps to defend its rights in the Trademark Collateral in such proceedings and other interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.

(10) Grantor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in connection with Trademark Collateral at a level at least as high as on the date of this Agreement. Grantor will take all action necessary to ensure that any licensee of its

Trademarks adheres to these standards of quality for goods and services provided by the licensee using the licensed Trademark.

5. Events of Default. Any of the following events or occurrences shall constitute an “**Event of Default**” under this Agreement:

(a) the occurrence of any “Event of Default” (as defined in the Credit Agreement) under any of the Loan Documents;

(b) the failure of Grantor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Secured Party.

6. Preservation of Trademark Collateral. Grantor agrees that Secured Party shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Grantor or any other Person. Upon the occurrence of an Event of Default, Grantor hereby grants to Secured Party an irrevocable worldwide license or other right to use, without charge, Grantor’s labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Grantor’s rights under all licenses and any franchise, sales or distribution agreements shall inure to Secured Party’s benefit for such purposes.

7. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Secured Party shall have, in addition to all other rights and remedies of Secured Party under this Agreement (1) all rights and remedies granted to a secured party in the UCC, and (2) all rights and remedies with respect to the Trademark Collateral granted to Secured Party under the other Loan Documents, and (3) all rights and remedies of Secured Party with respect to the Trademark Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Secured Party may, without demand, advertising or notice, all of which Grantor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Grantor at its address set forth herein or such other address as Grantor may have provided to Secured Party, in a Record, at least ten (10) days before the time of such sale or disposition. Secured Party may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale

to be so postponed or adjourned without being required to give a new notice of sale; provided, however, that Secured Party shall provide Grantor with written notice of the time and place of such postponed or adjourned sale. Secured Party may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of obligations due from Grantor to Secured Party. Grantor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Secured Party in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Secured Party may elect, of all obligations of Grantor to Secured Party. Secured Party shall return any excess to Grantor. Upon request of Secured Party, following the occurrence of any Event of Default, Grantor will assemble and make the Trademark Collateral available to Secured Party, at a reasonable place and time designated by Secured Party. Grantor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Secured Party in an Authenticated Record (as defined in the UCC) to Grantor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Secured Party in an Authenticated Record (as defined in the UCC) delivered to Grantor by Secured Party.

(c) Secured Party shall not be responsible to Grantor for loss or damage resulting from Secured Party's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Grantor to Secured Party.

(d) After an Event of Default, Grantor (1) will make no change in any Trademark Collateral, and (2) shall receive as the sole property of Secured Party and hold in trust for Secured Party all monies, checks, notes, drafts, and other property (collectively called "**Items of Payment**") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Grantor to any third party.

(e) After an Event of Default, Secured Party may, but shall be under no obligation to: (1) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Secured Party; (2) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (3) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (4) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

8. Expense of Collection and Sale, Lease or License. Grantor agrees to pay all costs and expenses incurred by Secured Party in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any obligation, payable on demand, from the date of Secured Party's payment of such costs and expenses until payment in full is made by Grantor, at the default rate of interest described in the Credit Agreement.

9. **Compliance with Other Laws.** Secured Party may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Grantor hereby acknowledges and agrees that Secured Party's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

10. **Warranties on Disposition.** Upon the occurrence of an Event of Default, Secured Party may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Secured Party may specifically disclaim any warranties of title or the like. Grantor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

11. **Waiver of Rights by Grantor.** Except as may be otherwise specifically provided herein, Grantor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Secured Party of any Trademark Collateral. Grantor authorizes Secured Party, upon the occurrence of an Event of Default, to enter upon any premises owned by or leased to Grantor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self-help, without judicial process and without having first given notice to Grantor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

12. **Release of Security Interests.** Upon final and indefeasible payment in cash and performance of all obligations pursuant to the Credit Agreement and the other Loan Documents, in full, the Trademark Collateral shall be released from the liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of Grantor following such termination, Secured Party shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release Secured Party's liens on and security interests in and to the Trademark Collateral that have been granted to Secured Party hereunder.

13. **Limited Obligations.** Secured Party shall not be liable for any diminution in value of the Trademark Collateral, and will not be obligated to collect any amounts due, redeem or realize on, or make any presentments, demands, or notices of protest in connection with, any Trademark Collateral; take any steps necessary to preserve rights in any instrument, contract, license, or lease against third parties or to preserve rights against prior parties; or take any other action to maintain, preserve, protect, or enforce any rights in the Trademark Collateral, or remove any liens or take any actions for the perfection, enforcement, collection, or protection of Trademark Collateral, except to the extent that such obligations may not be waived or varied under § 9-602 of the UCC.

14. **General Provisions.**

(a) **Credit Agreement.** This Agreement is a "Loan Document", as such term is defined in the Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(b) Indemnity. Grantor will defend and indemnify Secured Party and its officers, employees, and agents against all losses, obligations, demands, claims, and liabilities (“**Claims**”) asserted by a third party in connection with the transactions contemplated by this Agreement, as well as all costs and expenses (including reasonable attorneys’ fees and fees of professionals) paid or incurred by Secured Party in connection with a Claim; provided that such indemnity shall not be available to the extent that such Claims resulted from the gross negligence or willful misconduct of Secured Party or its officers or employees.

(c) Waivers. Grantor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Secured Party in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Secured Party of any default by Grantor shall operate as a waiver of any other default.

(d) Remedies Not Exclusive. All rights and remedies of Secured Party under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Secured Party at such time or times and in such order as Secured Party, in its sole and absolute discretion, may determine, and are for the sole benefit of Secured Party. The exercise or failure to exercise by Secured Party of such rights and remedies shall not result in liability to Grantor or others except in the event of gross negligence or willful misconduct by Secured Party, and in no event shall Secured Party be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(e) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Grantor may not assign or transfer its interests or rights hereunder without Secured Party’s prior written consent. Secured Party reserves the right to sell, assign, securitize, transfer, negotiate or grant participations in all or any part of, or any interest in, the Trademark Collateral, to other financial institutions of Secured Party’s choice on such terms as are acceptable to Secured Party in its sole and absolute discretion. In connection therewith, Secured Party may disclose all documents and information which Secured Party now has or may hereafter acquire relating to any credit subject hereto, Grantor or its business, or any collateral required hereunder.

(g) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Grantor: Publishers Clearing House LLC
300 Jericho Quadrangle, #300
Jericho, New York 11753
Attn: Michael Cooper, Assistant Vice President &
Controller

With a copy to: Publishers Clearing House LLC
300 Jericho Quadrangle, #300
Jericho, NY 11753
Attn: General Counsel

If to Secured Party: Wells Fargo Bank, National Association
Roanoke Documentation Center
7711 Plantation Rd, Floor 1
Roanoke, Virginia 24109-3224

With a copy to : Wells Fargo Bank, National Association
Commercial Banking- Long Island
58 South Service Rd., Suite 100
Melville, NY 11747
Attn: Stephanie Allegra, Senior Vice President

And

Cullen and Dykman, LLP
44 Wall Street, 17th Floor
New York, New York 10005
Attn: Bianca Zimmerman, Esq.

(h) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of any Event of Default by Grantor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(i) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York (such State, Commonwealth or District is referred to herein as the "State"), but giving effect to federal laws applicable to national banks, without reference to the conflicts of law or choice of law principles thereof.

(k) Arbitration. Section 7.13 of the Credit Agreement is hereby incorporated by reference and shall apply to this agreement *mutatis mutandis* as if fully stated herein.

(l) Consent to Jurisdiction. Grantor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the state courts of New York County, New York and the United States District Court of the Eastern District of New York and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Trademark Collateral or to otherwise enforce its rights against Grantor or its property).

(m) Service of Process. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address in accordance with the notice provisions hereof, and service so made shall be deemed to be completed three (3) days after the same shall have been so deposited in the U.S. mail, or, at Secured Party's option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Secured Party against Grantor for the amount of the claim and other relief requested.

(n) WAIVER OF JURY TRIAL. GRANTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A TRIAL BY JURY AND THAT GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(o) Miscellaneous. Secured Party shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with,

arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in its sole discretion and with the exercise of ordinary care in the performance by it of the terms of this Agreement. In no event shall Secured Party or any of its Affiliates or any of their respective officers, directors, employees or agents be liable on any theory of liability for any special, indirect, consequential, exemplary or punitive damages (including any loss of profits, business or anticipated savings). Grantor hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential, exemplary, or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(p) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(q) Execution in Counterparts. This Agreement may be executed in separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(r) Exhibits. All of the Exhibits to this Agreement are hereby incorporated by reference herein and made a part hereof.

(s) Entire Agreement; Amendments. This Agreement, any supplements hereto, and any instruments or documents delivered or to be delivered in connection herewith represents the entire agreement and understanding concerning the subject matter hereof between the parties hereto, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, term sheets, offers and contracts concerning the subject matter hereof, whether oral or written. In the event of any inconsistency between the terms of this Agreement and any schedule or exhibit hereto, the terms of this Agreement shall govern.


(t) Oral Agreements Ineffective. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

Grantor:

PUBLISHERS CLEARING HOUSE LLC

By: 
Name: Michael E. Cooper
Title: Controller

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Stephanie Allegra
Title: Senior Vice President

(Signature Page – Trademark Security Agreement – PCH)

CDSP2016

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

Grantor:

PUBLISHERS CLEARING HOUSE LLC

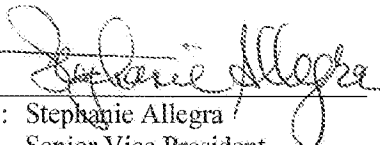
By: _____

Name: Michael E. Cooper

Title: Controller

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Stephanie Allegra

Title: Senior Vice President

(Signature Page -- Trademark Security Agreement -- PCI)

CDSP2016

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of November, in the year 2020, before me, the undersigned, personally appeared Michael E. Cooper, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Suffolk)

On the 19 day of November, in the year 2020, before me, the undersigned, personally appeared Stephanie Allegra, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WINFRY A. CREARY
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CR6289165
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES SEPT. 23, 2021

Notary Public

(Notary Page – Trademark Security Agreement – PCH)

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT - TRADEMARKS

Publisher's Clearing House, LLC Trademarks

FOREVER	United States of America	Registered	Publishers Clearing House LLC	63665895	29-Jun-2012	4242135	13-Nov-2012	41 Int.	Sweepstakes services.
11 PCHKENO Plus Design	United States of America	Registered	Publishers Clearing House LLC	67233172	13-Feb-2017	5465664	08-May-2018	41 Int.	Providing on-line keno games and other games of chance.
11 PCHKENO PUBLISHERS CLEARING HOUSE Plus Design	United States of America	Registered	Publishers Clearing House LLC	67233175	13-Feb-2017	5465665	08-May-2018	41 Int.	Providing on-line keno games and other games of chance.
6 42 PCHLOTTO Plus Design	United States of America	Registered	Publishers Clearing House LLC	67233163	13-Feb-2017	5246513	18-Jul-2017	41 Int.	sweepstakes services
6 42 PCHLOTTO PUBLISHERS CLEARING HOUSE Plus Design	United States of America	Registered	Publishers Clearing House LLC	67233167	13-Feb-2017	5246514	18-Jul-2017	41 Int.	sweepstakes services
EDWIN	United States of America	Registered	Publishers Clearing House LLC	65587882	03-Apr-2012	4241838	13-Nov-2012	41 Int., 42 Int.	Sweepstakes services provided over a global computer network.; Computer services, namely providing search engines for obtaining data on a global computer network.
GOLD COAST ALWAYS IN STYLE & Design	United States of America	Registered	Publishers Clearing House	77396267	20-Oct-2008	3626747	26-May-2009	09 Int., 18 Int., 20 Int., 24 Int.	Sunglasses.; Gift sets consisting of a wallet and may also include a leather, imitation leather, or metal key chain.; Pillows.; Bath towels.; Towel sets.; Bath sheets.; Hand towels.; Throws.; Blankets.; throw.; fabric table runners.

GOLD COAST ALWAYS IN STYLE & Design	United States of America	Registered	Publishers Clearing House LLC	77977740	03-Feb-2008	3094131	06-Oct-2009	21 Int.	Cookware, namely, pots and pans; non-stick stir frying pans; ceramic cookware, namely, baking dishes and casseroles; dinnerware, namely, plates, bowls, mugs and creamer pitchers; household utensils, namely, spatulas, ladles, slotted spoons and whisks; salt and pepper shakers; napkin holders.
GOLD COAST ALWAYS IN STYLE & Design	United States of America	Registered	Publishers Clearing House	77996273	20-Oct-2008	3759725	02-Mar-2010	25 Int., 27 Int.	Slippers; bath mats; bath rugs
GOLD COAST ALWAYS IN STYLE Plus Design	United States of America	Registered	Publishers Clearing House	77000673	15-Sep-2006	3496361	02-Sep-2008	18 Int., 25 Int.	Handbags, vallets and umbrellas.; Belts, scarves, rainwear and lingerie.
House/Envelope Design	United States of America	Registered	Publishers Clearing House LLC	78717831	21-Sep-2005	3141733	12-Sep-2006	41 Int.	Entertainment services, namely, providing on-line computer games; Sweepstake services; Sweepstake services provided over a global computer network
House/Envelope Design	United States of America	Registered	Publishers Clearing House	79412942	09-Feb-1983	1283590	26-Jun-1984	35 Int.	Promoting the sale of magazine subscriptions for others; In Class 35
IT'S ALL ABOUT WINNING	United States of America	Registered	Publishers Clearing House LLC	78718443	22-Sep-2005	3132956	22-Aug-2006	41 Int.	Sweepstake services provided over a global computer network
IT'S ALL ABOUT WINNING	United States of America	Registered	Publishers Clearing House	79571697	15-Dec-1999	2858220	29-Jun-2004	35 Int.	On-line retail services featuring general merchandise; offering magazines on a subscription basis for others via a global computer network; promoting the goods of others through promotional contests on a global computer network; In Class 35

OWN Design	United States of America	Registered	Publishers Clearing House LLC	63502408	22-Dec-2011	4380728	07-Aug-2012	41 Int., 42 Int.	Sweepstakes services provided over a global computer network; Computer services, namely providing search engines for obtaining data on a global computer network.
PCH	United States of America	Registered	Publishers Clearing House LLC	73718436	22-Sep-2005	3141743	12-Sep-2006	41 Int.	Entertainment services, namely, providing on-line computer games; Sweepstakes services; Sweepstakes services provided over a global computer network.
PCH	United States of America	Registered	Publishers Clearing House LLC	73483836	06-Jun-1984	1371841	19-Nov-1985	42 Int.	Scaling magazines on a subscription basis for others, in Class 42
PCH.COM	United States of America	Registered	Publishers Clearing House LLC	73718448	22-Sep-2005	3141744	12-Sep-2006	41 Int.	Entertainment services, namely, providing on-line computer games; Sweepstakes services provided over a global computer network.
PCH.COM	United States of America	Registered	Publishers Clearing House LLC	7371694	15-Dec-1999	2716949	13-May-2003	35 Int.	On-line retail services featuring general merchandise; offering magazines on a subscription basis for others via a global computer network; promoting the goods of others through promotional contests on a global computer network.
PCH.COM Plus House Design	United States of America	Registered	Publishers Clearing House LLC	7371696	15-Dec-1999	2823642	16-Mar-2004	35 Int.	On-line retail services featuring general merchandise; offering magazines on a subscription basis for others via a global computer network; promoting the goods of others through promotional contests on a global computer network, in Class 35
PCH.COM PUBLISHERS CLEARING HOUSE Plus House Design	United States of America	Registered	Publishers Clearing House LLC	73571695	15-Dec-1999	2716631	27-May-2003	35 Int.	On-line retail services featuring general merchandise; offering magazines on a subscription basis for others via a global computer network; promoting the goods of others through promotional contests on a global computer network.

PCH.COM Plus House/Envelope Design	United States of America	Registered	Publishers Clearing House LLC	7/31/2014-32	22-Sep-2005	31,139,937	22-Aug-2006	41 Int.	Entertainment services, namely, providing on-line computer games; sweepstakes services provided over a global computer network
PCH.COM PUBLISHERS CLEARING HOUSE Plus House/Envelope Design	United States of America	Registered	Publishers Clearing House LLC	7/31/2014-55	22-Sep-2005	31,132,958	22-Aug-2006	41 Int.	Entertainment services, namely, providing on-line computer games; sweepstakes services provided over a global computer network
PCHFRONTPAGE	United States of America	Registered	Publishers Clearing House LLC	8/23/2009-90	16-Feb-2017	55,535,000	04-Sep-2018	35 Int., 39 Int., 41 Int., 42 Int., 43 Int., 44 Int., 45 Int.	Providing news and information in the fields of business and politics; Providing news and information in the field of travel; Sweepstakes services; providing news and information in the fields of entertainment, sports, and lottery results; providing news and information regarding parenting education and entertainment of children; Computer services, namely, providing search engines for obtaining data on a global computer network; providing news and information in the field of weather; Providing food preparation and recipe news and information relating to pet grooming, feeding and nutrition; Providing news and information in the field of horoscopes; providing news and information in the field of fashion.
PCHFRONTPAGE Logo	United States of America	Registered	Publishers Clearing House LLC	8/23/2009-86	16-Feb-2017	57,139,996	02-Apr-2019	35 Int., 39 Int., 41 Int., 42 Int., 43 Int., 44 Int., 45 Int.	Providing news and information in the fields of business and politics; Providing news and information in the field of travel; Sweepstakes services; providing news and information in the fields of entertainment, sports, and lottery results; providing news and information regarding parenting education and entertainment of children; Computer services, namely, providing search engines for obtaining data on a global computer network; providing news and information in the field of weather; providing news and information regarding home interior decorating; Providing food preparation and recipe news and information; Providing news and information in the field of gardening and garden care; providing news and information relating to pet grooming, feeding and nutrition; Providing news and information in the field of horoscopes; providing news and information in the field of fashion.
PCHGAMES	United States of America	Registered	Publishers Clearing House LLC	8/23/2009-832	30-Mar-2017	52,863,433	12-Sep-2017	41 Int.	Entertainment services, namely, providing online computer games; sweepstakes services.
PCHKENO	United States of America	Registered	Publishers Clearing House LLC	8/23/2009-5	30-Jan-2017	54,456,608	08-May-2018	41 Int.	Providing on-line keno games and other games of chance.
PCHLOTTO	United States of America	Registered	Publishers Clearing House LLC	8/23/2009-385	27-Jan-2017	52,464,719	18-Jul-2017	41 Int.	Sweepstakes services

FCHPLANBWIN	United States of America	Registered	Publishers Clearing House LLC	77300671	31-Dec-2009	5635312	13-Jul-2010	41 Int.	Sweepstakes services; sweepstakes services provided over a global computer network; entertainment services; namely, providing links to web sites featuring opportunities to win sweepstakes prizes by playing on-line computer games and training on-line computer games and affording opportunities to win sweepstakes prizes based on internet searching.
FCHSEARCH&WIN	United States of America	Registered	Publishers Clearing House LLC	87771691	26-Jan-2018	5550652	28-Aug-2018	41 Int., 42 Int.	sweepstakes services; computer services; namely providing search engines for obtaining data on a global computer network
FCHSEARCH&WIN	United States of America	Registered	Publishers Clearing House LLC	87771695	26-Jan-2018	5550653	28-Aug-2018	41 Int., 42 Int.	sweepstakes services; computer services; namely providing search engines for obtaining data on a global computer network
FCHSLOTS	United States of America	Registered	Publishers Clearing House LLC	87362851	08-Mar-2017	5246560	18-Jul-2017	41 Int.	Entertainment services; namely, providing online slot games; sweepstakes services.
FCHSLOTS Plus Design	United States of America	Registered	Publishers Clearing House LLC	87362850	08-Mar-2017	5246559	18-Jul-2017	41 Int.	Entertainment services; namely, providing online slot games; sweepstakes services.
POWERPRIZE	United States of America	Registered	Publishers Clearing House LLC	86931571	07-Mar-2016	5196897	02-May-2017	41 Int.	Sweepstakes services.
PRIZE PATROL	United States of America	Registered	Publishers Clearing House LLC	78715356	19-Sep-2005	3200959	23-Jan-2007	41 Int.	Sweepstake services; Sweepstake services provided over a global computer network

PRIZE PATROL	United States of America	Registered	Publishers Clearing House LLC	74006166	30-Nov-1989	144581	14-Nov-1991	35 Int.	Promoting the sale of goods and services of others through the distribution of printed materials and promotional contests, in Class 35
PRIZE PATROL (Stylized)	United States of America	Registered	Publishers Clearing House LLC	78715358	19-Sep-2005	3198313	16-Jan-2007	41 Int.	Sweepstake services; sweepstake services provided over a global computer network.
PRIZE PATROL (Stylized)	United States of America	Registered	Publishers Clearing House LLC	74011021	12-Dec-1989	1642239	23-Apr-1991	35 Int.	Promoting the sale of goods and services of others through the distribution of printed materials and promotional contests in Class 35.
PUBLISHERS CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	78717798	21-Sep-2005	3138822	05-Sep-2006	41 Int.	Entertainment services, namely, providing on-line computer games; Sweepstake services; Sweepstake services provided over a global computer network.
PUBLISHERS CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	74006160	30-Nov-1989	1611504	28-Aug-1990	35 Int.	Promoting the sale of goods and services of others through the distribution of printed material and promotional contests.
PUBLISHERS CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	74006156	30-Nov-1989	1611700	28-Aug-1990	42 Int.	retail outlet and mail order services in the field of general merchandise sets
PUBLISHERS CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	73460446	11-Jan-1984	1440245	19-May-1987	42 Int.	Selling magazines on a subscription basis for others.

PUBLISHERS CLEANING HOUSE SUPER DEAL SPECIAL VALUE OPPORTUNITY Plus Design	United States of America	Registered	Publishers Cleaning House LLC	77598932	18-Dec-2009	3924064	22-Feb-2011	35 Int.	Offering magazines on a subscription basis for others; mail order services in the field of general merchandise.
PUBLISHERS CLEANING HOUSE SUPER DEAL SPECIAL VALUE OPPORTUNITY Plus Design	United States of America	Registered	Publishers Cleaning House LLC	76324018	11-Oct-2001	2727966	17-Jun-2003	35 Int.	Electronic retailing services via a computer in the field of general merchandise; and promoting the goods and services of others through the distribution of printed materials in connection with promotional contests; and on websites on a global computer network; in Class 35
SMART HOME ESSENTIALS FOR LIVING Plus House Design	United States of America	Registered	Publishers Cleaning House LLC	83984049	31-May-2013	4932804	05-Apr-2016	21 Int.	Mops; brooms; microfiber cloths for cleaning; scouring pads; dusters; window cleaners in the nature of a combination squeegee and scrubber; window cleaners in the nature of cleaning cloths and mits; plastic food storage containers for household use; glass food storage containers for household use; canisters sold empty for household use; household utensils, namely, graters, spatulas; brushes and scrubbers for cleaning automobiles
SMART HOME ESSENTIALS FOR LIVING Plus House Design	United States of America	Registered	Publishers Cleaning House LLC	83984050	31-May-2013	4932805	05-Apr-2016	24 Int.	Mattress pads; kitchen towels; pet blankets
SUPERPRIZE	United States of America	Registered	Publishers Cleaning House LLC	75977242	22-Mar-1996	2094424	09-Sep-1997	35 Int., 42 Int.	Promoting the sale of magazine subscriptions for others; promoting the sale of goods and services of others through the distribution of printed materials and promotional contests; Mail order services in the field of general merchandise.
SWEEPSMARTS	United States of America	Registered	Publishers Cleaning House LLC	75741986	01-Jul-1999	2333348	21-Mar-2000	41 Int., 42 Int.	Educational programs, namely, conducting workshops and seminars regarding promotional contest programs, in Class 41; Telephone hotline counseling, namely, offering advice regarding promotional contest programs; and consulting services in the field of promotional contest programs, in Class 42
THE CLEARING HOUSE	United States of America	Registered	Publishers Cleaning House LLC	73483835	06-Jun-1984	1444545	23-Jun-1987	42 Int.	Selling magazines on a subscription basis for others.

THE CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	7408946	08-Aug-1990	172742	03-Nov-1992	25 Int.	Financing the sale of goods and services of others through the distribution of printed material and promotional contests, in class 35
THE CLEARING HOUSE	United States of America	Registered	Publishers Clearing House LLC	74086136	08-Aug-1990	1719009	22-Sep-1992	42 Int.	Retail outlet and mail order services in the field of general merchandise, in class 42
THE SKYLINE COLLECTION STEP INTO STYLE Plus Skyline Design	United States of America	Registered	Publishers Clearing House LLC	86368203	15-Aug-2014	4833261	13-Oct-2015	14 Int.	Costume jewelry

SCHEDULE B
TRADEMARK LICENSES

At this time, there are no trademark licenses to include on this Schedule. This Schedule may be updated at a later time and the parties reserve all rights to update.