

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT VENTURE GROWTH BDC CORP.		04/30/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Grove Collaborative, Inc.		
Street Address:	1301 Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86804104	GROVE COLLABORATIVE	
Registration Number:	4773288	ROOTED BEAUTY	
Registration Number:	4789623	THIS PRODUCT HELPS WOMEN DISCOVER HOW!	
Serial Number:	87222595	ROOT 7 COMPLEX	
Serial Number:	87296629	ROOT FOR WOMEN	
Serial Number:	87331981	ROOT 7 NUTRIENTS	
Serial Number:	88114564	GROVE COLLABORATIVE	
Serial Number:	88122270	GROVE COLLABORATIVE	
Serial Number:	88179979	SEEDLING	
Serial Number:	88227302	HONU	
Serial Number:	88410490	SEEDLING	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>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.</i>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		

CH \$290.00 86804104

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 328442-104

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 05/03/2021

Total Attachments: 24

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of April 30, 2021 by TriplePoint Venture Growth BDC Corp., as collateral agent and lender (“Lender”) in favor of Grove Collaborative, Inc., a Delaware corporation (“Company”).

RECITAL

WHEREAS Company granted to Lender a security interest in its copyrights, patents and trademarks (collectively, the “Intellectual Property”) under a Plain English Intellectual Property Security Agreement dated as of April 2, 2018, as amended by that certain First Amendment to Plain English Intellectual Property Security Agreement dated as of May 22, 2019, each attached as Exhibit A (collectively, the “Security Agreement”). The Security Agreement has been recorded with the US Patent and Trademark Office and the filings thereto are further attached as Exhibit B.


WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

By:  _____

Name: Kevin W. Thorne

Title: Chief Operating Officer

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(SECURITY AGREEMENT)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of April 2, 2018 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and GROVE COLLABORATIVE, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is GROVE COLLABORATIVE, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and GROVE COLLABORATIVE, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 2, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that as of the date hereof, the Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

Following the occurrence and during the continuance of, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You

shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Upon Our reasonable request, You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Upon Our reasonable request, you will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the Schedules to this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: GROVE COLLABORATIVE, INC.

Signature:  _____

Print Name: Phil Moon

Title: VP Business Operations

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None.

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
GROVE COLLABORATIVE	10/29/2015	86/804,104	Active

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
None.			

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		



FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated May 22, 2019 by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation as Collateral Agent and Grove Collaborative, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp., as Collateral Agent. The words "You" or "Your" refers to the Grantor, which is Grove Collaborative, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp., as Collateral Agent and Grove Collaborative, Inc.

B. The Parties entered into an Amended and Restated Plain English Growth Capital Loan and Security Agreement dated May 22, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, TriplePoint Venture Growth BDC Corp., as Collateral Agent and lender and TriplePoint Capital LLC, as lender, agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of April 2, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your Secured Obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

TRIPLEPOINT VENTURE GROWTH BDC CORP.,
as Collateral Agent

Signature: _____

Print Name: _____

Title: _____

GROVE COLLABORATIVE, INC.

Signature: TR _____

Print Name: Paul Mason _____

Title: VP Business Operations _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

**TRIPLEPOINT VENTURE GROWTH BDC CORP.,
as Collateral Agent**

Signature: _____
Print Name: James Labe
Title: CEO

GROVE COLLABORATIVE, INC.

Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Liquid Container	Application Pending; 9/19/2018	29/663,894
Liquid Container	Application Pending; 12/27/2018	29/674/940
Self-Dosing Measuring Cap For a Liquid Container	Application Pending; 12/27/2018	16/233,646

SUPPLEMENT TO SCHEDULE B


To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Class/Goods/Services	Status	Registration / Serial Number
GROVE COLLABORATIVE	<p>Class 3: Bath soaps; Hand lotions; Hand soaps; Lip balm; Moisturizing body lotions; Scented oils.</p> <p>Class 4: Candles.</p> <p>Class 5: Hand-sanitizing preparations; Medicated lip balm.</p> <p>Class 21: Cleaning brushes for household use; Cleaning cloths; Cleaning sponges; Scouring pads.</p> <p>Class 24: Dish towels for drying.</p> <p>Class 35: On-line retail store services featuring health, personal care and home goods products.</p>	Registered	Reg. No. 5,581,162
GROVE COLLABORATIVE	<p>Class 3: Laundry detergent; liquid laundry detergent; packs containing laundry detergent; scented room spray; Disposable cleaning wipes; Disposable cleaning wipes impregnated with cleaner; Baby wipes; stain removers; Dishwasher detergents; Dishwasher detergent packs; wrinkle removing spray for clothing; body wash</p> <p>Class 5: Baby diapers</p> <p>Class 8: Compostable and biodegradable cutlery, namely, knives, spoons, forks</p> <p>Class 21: Laundry basket; laundry basket (made from cloth material); dish drying mat (made from cloth</p>	Pending Application	Serial No. 88114564

	material); Biodegradable plates; Biodegradable bowls		
GROVE COLLABORATIVE	<p>Class 3: Bath bombs; Cotton balls for cosmetic purposes; Cotton swabs for cosmetic purposes; cotton pads for cosmetic purposes; All-purpose cleaners; pumice stones for personal use; Cleaners for use on glass and glassware; Cleaners for use on tub and tile.</p> <p>Class 16: Toilet paper; Paper towels; Facial tissue; Paper napkins; Toilet tissue; Bathroom tissue; Tissue paper; Reusable storage bags for household use.</p> <p>Class 21: Shower sponges; Bath products, namely, loofah sponges; Bath sponges; Bath brushes; Shower scrubbers; Shower cleaning stones; Soap dispensers; Empty spray bottles; Pitchers; carafes; Caddies for holding cleaning supplies for household use; cutting boards; trays for household purposes; Household gloves for general use.</p> <p>Class 25: Aprons.</p>	Pending Application	Serial No. 88122270
HONU	Class 5: Dietary supplements; Vitamins	Pending Application	Serial No. 88227302
ROOT 7 COMPLEX	Class 3: Facial cleansers, facial scrubs, disposable towelettes impregnated with facial cleansers, skin moisturizers	Pending Application	Serial No. 87222595
ROOT 7 NUTRIENTS	Class 3: Facial cleansers, moisturizers, and scrubs; makeup removers; lip balms	Pending Application	Serial No. 87331981
ROOT FOR WOMEN	Class 35: Charitable services, namely, organizing and conducting volunteer outreach programs to help women escape poverty and trafficking through vocational training and recovery counseling	Pending Application	Serial No. 87296629

	<p>Class 36: Charitable fundraising services to help women escape poverty and trafficking through financial counseling</p> <p>Class 41: Charitable services, namely, providing vocational guidance training and recovery counseling in the nature of education and career counseling services to help women escape poverty and trafficking</p> <p>Class 44: Charitable services, namely, providing vocational guidance training and recovery counseling in the nature of health and psychological counseling services to help women escape poverty and trafficking</p>		
ROOTED BEAUTY	<p>Class 3: Body and beauty care cosmetics; Cosmetic creams; Cosmetic creams for skin care; Cosmetic hand creams; Cosmetic nourishing creams; Cosmetic oils; Cosmetics; Face and body creams; Face creams for cosmetic use; Facial cleansers; Facial scrubs; Lip balm; Lip gloss; Oils for cosmetic purposes; Skin clarifiers; Skin moisturizer; Soaps.</p>	Registered	Reg. No. 4,773,288
SEEDLING	<p>Class 3: Baby wipes</p> <p>Class 16: Bath tissue, paper towels, paper napkins and facial tissue.</p>	Pending Application	Serial No. 88179979
SEEDLING	<p>Class 3: Disposable wipes impregnated with cleansing chemical or compounds, namely, bathroom wipes for personal hygiene use</p>	Pending Application	Serial No. 88410490
THIS PRODUCT HELPS WOMEN DISCOVER HOW! Design	<p>Class 3: Bath gel; Body and beauty care cosmetics; Cloths or tissues impregnated with a skin cleanser; Cosmetic creams for skin care; Hair</p>	Registered	Reg. No. 4,789,623

	care preparations; Lip balm; Moisturizing preparations for the skin; Skin cleansers.		
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SUPPLEMENT TO SCHEDULE C
To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		

EXHIBIT B
(FILINGS)