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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM659394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BDG Media, Inc.		07/08/2021	Corporation: DELAWARE
BDG GMGI Acquisition, Inc.		07/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX GROWTH CAPITAL, LLC
Street Address:	2001 ROSS AVENUE, SUITE 1900, Attn General Counsel
Internal Address:	TRAMMEL CROW CENTER
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Registration Number: 51408 Registration Number: 48444 Registration Number: 53135 Registration Number: 49441 Registration Number: 52310 Registration Number: 51985 Registration Number: 46473 Registration Number: 52542 Registration Number: 29017		TS.MIC
Registration Number: 53135 Registration Number: 49441 Registration Number: 52310 Registration Number: 51985 Registration Number: 46473 Registration Number: 52542	Q1 P	13.IVIIU
Registration Number: 49441 Serial Number: 88032 Registration Number: 52310 Registration Number: 51985 Registration Number: 46473 Registration Number: 52542	ם ויכּי	
Serial Number: 88032 Registration Number: 52310 Registration Number: 51985 Registration Number: 46473 Registration Number: 52542	27 B	
Registration Number: 52310 Registration Number: 51985 Registration Number: 46473 Registration Number: 52542	12 BUS	STLE
Registration Number: 51985 Registration Number: 46473 Registration Number: 52542	754 BUS	STLE DIGITAL GROUP
Registration Number: 46473 Registration Number: 52542	38 COI	NNECTIONS.MIC
Registration Number: 52542	02 COI	NNECTIONS.MIC
	21 ELI	TE DAILY
Registration Number: 29017	01 FOC	OD.MIC
	'10 GAV	WKER
Serial Number: 87250	222 GEN	N WHY
Registration Number: 51408	98 IDE	ENTITIES.MIC
Registration Number: 54200	22 IT'S	S NOT FOR EVERYONE. IT'S FOR YOU.
Registration Number: 62839	98 INP	·UT
Registration Number: 51652	28 INV	/ERSE
Registration Number: 51408	24 MIC	
Registration Number: 51335	MIC	C CHECK

TRADEMARK REEL: 007352 FRAME: 0373

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Property Type	Number	Word Mark
Registration Number:	5361635	MILLENNIALS OF NEW YORK
Registration Number:	5140826	MUSIC.MIC
Registration Number:	5140827	NEWS.MIC
Registration Number:	4668157	NYLON
Registration Number:	3601225	NYLON
Serial Number:	90453767	NYLON
Registration Number:	5664370	NYLON BEAUTY HIT LIST
Registration Number:	5664371	NYLON BEAUTY HIT LIST 2
Serial Number:	90390838	NYLON GUYS
Registration Number:	3238939	NYLON GUYS
Registration Number:	5075275	NYLONSHOP
Registration Number:	5133519	POLICY.MIC
Registration Number:	5140825	POLICY.MIC
Registration Number:	5324790	ROMPER
Registration Number:	5779454	RULE BREAKERS
Registration Number:	5231035	SCIENCE.MIC
Registration Number:	5140894	STYLE.MIC
Registration Number:	5133629	STYLE.MIC
Registration Number:	5254200	TECH.MIC
Registration Number:	5231039	TRAVEL.MIC
Registration Number:	5231040	TRAVEL.MIC
Registration Number:	5536503	THE OUTLINE
Registration Number:	5420023	THE OUTLINE
Registration Number:	4907954	THE VOICE OF GENERATION-Y
Registration Number:	4128065	THE ZOE REPORT
Registration Number:	5140828	WORLD.MIC

CORRESPONDENCE DATA

Fax Number:

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: 804 775 4391

Email: edavenport@mcguirewoods.com

Correspondent Name: Christel E. Harlacher, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:Christel E. HarlacherSIGNATURE:/Christel E. Harlacher/

DATE SIGNED:	07/12/2021
Total Attachments: 15	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of July 8, 2021 (the "<u>Effective Date</u>") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("<u>Lender</u>"), BDG Media, Inc., a Delaware corporation ("<u>BDG</u>") and BDG GMGI Acquisition, Inc., a Delaware corporation ("<u>Acquisition</u>" and, collectively with BDG, "<u>Grantor</u>").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.
- 2. Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned by Grantor, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned by Grantor.
- 3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

- 4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.
- 5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York), provided that the Lender shall retain all rights arising under Federal law.

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113116198

Maria Mada Inc.

REEL: 007352 FRAME: 0378

Address of Lender:

TRAMMEL CROW CENTER 2001 ROSS AVENUE, STE 1900 DALLAS TX 75201 Attn: General Counsel LENDER:

ORIX GROWTH CAPITAL, LLC

Alexandra

By: ______ Name: Jeffrey Bede

Title: Managing Director and Group Head

INTELLECTUAL PROPERTY SECURITY AGREEMENT (BDG) Signature Page

SCHEDULE A

Copyrights:

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SCHEDULE B

U.S. Trademarks:

Owner BDG Media, Inc. BDG Media, Inc. BDG Media, Inc.	ARTS.MIC ARTS.MIC		Class(es) 41 9, 41 9, 41	Apr
BDG Media, Inc. BDG Media, Inc.	BUSTLE	9, 41		87266030 12-DEC-2016 86533765 12-FEB-2015
BDG Media, Inc.	BUSTLE BUSTLE DIGITAL GROUP	35, 41		88032754 10-JUL-2018
BDG Media, Inc.	CONNECTIONS.MIC	41		87086932 28-JUN-2016
BDG Media, Inc.	CONNECTIONS.MIC	45		87086941 28-JUN-2016
BDG Media, Inc.	ELITE DAILY	41		85538781 09-FEB-2012
BDG Media, Inc.	FOOD.MIC	35, 41		87085548 27-JUN-2016
BDG GMGI Acquisition, Inc.	GAWKER	41	- 1	78292277 26-AUG-2003
BDG Media, Inc.	GEN WHY	41		87250222 29-NOV-2016
BDG Media, Inc.	IDENTITIES.MIC	41, 45		87086997 28-JUN-2016

BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	Owner
NYLON BEAUTY HIT LIST	NYLON	NYLON	NYLON	NEWS.MIC	MUSIC.MIC	MILLENNIALS OF NEW YORK	MIC CHECK	MIC	INVERSE	INPUT	IT'S NOT FOR EVERYONE, IT'S FOR YOU	Mark
41	16	16	41	41	41	41	41	41	41	41	41	International Class(es)
87675264 07-NOV-2017	90453767 7-JAN-2021	77405209 25-FEB-2008	85885426 25-MAR-2013	87085517 27-JUN-2016	87085512 27-JUN-2016	87249118 28-NOV-2016	87085498 27-JUN-2016	87085484 27-JUN-2016	87122492 01-AUG-2016	88524916 19-JUL-2019	87976584 02-DEC-2016	Application No. Filing Date
5664370 29-JAN-2019		3601225 07-APR-2009	4668157 06-JAN-2015	5140827 14-FEB-2017	5140826 14-FEB-2017	5361635 19-DEC-2017	5133517 31-JAN-2017	5140824 14-FEB-2017	5165228 21-MAR-2017	6283998 2-MAR-2021	5420022 25-APR-2017	Registration No. Registration Date
Registered.	Pending. Will allow to expire, as extension for mark above was recently granted.	Registered.	Registered.	Registered	Registered.	Status						

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
BDG Media, Inc.	NYLON REALITY HIT LIST?	41	87675277 07-NOV-2017	5664371 29-JAN-2019	Registered.
BDG Media, Inc.	NYLON GUYS	41	90390838 17-DEC-2020		Pending; Intent to Use.
BDG Media, Inc.	NYLON GUYS	16	78632447 18-MAY-2005	3238939 08-MAY-2007	Registered.
BDG Media, Inc.	NYLONSHOP	35	86608617 24-APR-2015	5075275 01-NOV-2016	Registered.
BDG Media, Inc.	POLICY.MIC	35	87085504 27-JUN-2016	5133519 31-JAN-2017	Registered.
BDG Media, Inc.	POLICY.MIC	41	87085506 27-JUN-2016	5140825 14-FEB-2017	Registered.
BDG Media, Inc.	ROMPER	41	86983095 16-AUG-2015	5324790 31-OCT-2017	Registered.
BDG Media, Inc.	RULE BREAKERS	41	88137270 29-SEPT-2018	5779454 18-JUN-2019	Registered.
BDG Media, Inc.	SCIENCE.MIC	41, 42	87085541 27-JUN-2016	5231035 27-JUN-2017	Registered.
BDG Media, Inc.	STYLE.MIC	41	87086946 28-JUN-2016	5140894 14-FEB-2017	Registered.
BDG Media, Inc.	STYLE.MIC	45	87086951 28-JUN-2016	5133629 31-JAN-2017	Registered.

Australia

BDG Media, Inc.

35, 41

1993080 07-JAN-2019

1993080 07-JAN-2019

Registered.

Australia	Australia	Argentina	Country	Foreign Trademarks:	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	Owner
BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	Owner	narks:	WORLD.MIC	THE ZOE REPORT	The Voice of a Generation-Y	THE OUTLINE	THE OUTLINE	TRAVEL.MIC	TRAVEL.MIC	TECH.MIC	Mark
B	BUSTLE	NYLON	Mark				ation-Y						
			IF		41	41, 44, 45	41	41	35	41	39	41	International Class(es)
9, 41 18 6-	9, 41 11	16	International A Class(es) A		87085522 27-JUN-2016	85313886 5-MAR-2011	86667609 18-JUN-2015	87976585 02-DEC-2016	87255541 02-DEC-2016	87086963 28-JUN-2016	87086957 28-JUN-2016	87085534 27-JUN-2016	Application No. Filing Date
1864894 6-JUN-2017	1758400 11-MAR-2016	3246570 16-MAY-2013	Application No Filing Date		5140828 14-FEB-2017	4128065 17-APR-2012	4907954 1-MAR-16	5420023 06-MAR-2018	5536503 07-AUG-2018	5231040 27-JUN-2017	5231039 27-JUN-2017	5254200 01-AUG-2017	ng Registration No. Registration Date
1864894 6-JUN-2017	1758400 11-MAR-2016	2661665 11-JUL-2014	Registration No. Registration Date						_				on No. on Date
Registered.	Registered.	Registered. Pending formal assignment to BDG Media, Inc.	No Status Jate		Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Status

Country	Owner	Mark	internalional	Application No	Registration No.	थ महार
(2111)		er er er	Class(es)	Filing Date	Registration Date	
		GROUP				
Australia	BDG Media, Inc.	INPUT	41	2070436 14-NOV-2019		Pending.
Australia	BDG Media, Inc.	The Zoe Report	44, 45	1761086 03-MAR-2015	1761086 03-MAR-2015	Registered.
Canada	BDG Media, Inc.	BUSTLE	9, 41	1773730 23-MAR-2016	TMA983848 30-OCT- 2017	Registered.
Canada	BDG Media, Inc.	B	9, 41	1840888 5-JUN-2017	TMA1068659 9-JAN-2020	Registered.
Canada	BDG Media, Inc.	BUSTLE DIGITAL BUSTLE DIGITAL GROUP	35, 41	1940027 10-JAN-2019		Pending.
Canada	BDG GMGI Acquisition, Inc.	GAWKER		1467804 1-FEB-2010	TMA785433 20-DEC-2010	Registered.
Canada	BDG Media, Inc.	Input	41	2012717 14-NOV-2019		Pending.
China	BDG Media, Inc.	()	9	19725856 22-APR-2016	19725856 14-JUN-2017	Registered.
China	BDG Media, Inc.	()	41	19725854 22-APR-2016	19725854 14-JUN-2017	Registered.
China	BDG Media, Inc.	BUSTLE	9	19725858 22-APR-2016	19725858 07-SEP-2017	Registered.
China	BDG Media, Inc.	BUSTLE	41	19725857 22-APR-2016	19725857 14-JUN-2017	Registered.

Indonesia	European Union	European Union	European Union	European Union	European Union	European Union	European Union	European Union	European Union	European Union	China	China	China	Country
BDG Media, Inc.	BDG Media, Inc.	BDG GMGI Acquisition, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	Owner
NYLON	NYLON	GAWKER	The Zoe Report	Rule Breakers	INPUT	BUSTLE GROUP	ELITE DAILY	BUSTLE	0	B	THE ZOE REPORT	B	P	Mark
	9, 16	41	41, 44, 45	41	41	35, 41	35, 41	9, 41	9, 41	9, 41	41, 44, 45	41	9	international Class(es)
D00-2013- 018963 24-APR-2013	015278732 24-MAR-2016	008957961 16-MAR-2010	1293546 03-MAR-2015	1472981 06-MAR-2019	1516023 14-NOV-2019	1452942 07-JAN-2019	15985617 28-OCT-2016	15207905 11-MAR-2016	15205784 11-MAR-2016	1359512 06-JUN-2017	1293546 3-MAR-2015	24621976 12-JUN-2017	24621975 12-JUN-2017	Application No Filing Date
IDM000486961 24-APR-2013	15278732 28-JUL-2016	008957961 20-JUL-2010	1293546 03-MAR-2015	1472981 06-MAR-2019	1516023 14-NOV-2019	1452942 17-JAN-2019	15985617 02-MAR-2017	15207905 19-JUL-2016	15205784 21-JUL-2016	1359512 06-JUN-2017	1293546 3-MAR-2015	24621976 14-JUL-2018	24621975 14-JUL-2018	Registration No Registration Date
Registered. Pending formal assignment to BDG Media, Inc.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Registered.	Status

United Kingdom	Thailand	Singapore	Singapore	Republic of Korea (South)	Republic of Korea (South)	Philippines	New Zealand	New Zealand	New Zealand	New Zealand	Japan	International Register	Country
BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	BDG Media, Inc.	Owner
ELITE DAILY	NYLON	THE ZOE REPORT	NYLON	THE ZOE REPORT	NYLON	THE ZOE REPORT	INPUT	BUSTLE GROUP GROUP	BUSTLE	B	THE ZOE REPORT	B	Merk
35, 41		41, 44, 45	16	41, 44, 45	16	41, 44, 45	41	35, 41	9, 41	9, 41	41, 44, 45	9, 41	International Class(es)
3193887 28-OCT-2016	890789 30-APR-2013	1293546 11-MAR-2015	A0035066 02-APR-2013	1293546 11-MAR-2015	A0035066 02-APR-2013	1293546 11-MAR-2015	1141180 14-NOV-2019	1114921 07-JAN-2019	1039162 11-MAR-2016	1073422 6-JUN-2017			Application No. Filing Date
3193887 20-JAN-2017		40201605524X 19-APR-2017	T1308659J 02-APR-2013	1293546 11-MAR-2015	1160007 02-APR-2013	2019/15996 26-JUL-2018		1114921 11-JUL-2019	1039162 13-SEP-2016	1073422 4-JAN-2018		1359512 06-JUN-2017	Registration No Registration Date
Registered.	Pending. Pending formal assignment to BDG Media, Inc.	Registered.	Registered.	Registered.	Registered.	Registered.	Pending.	Registered.	Registered.	Registered.	Pending.	Designated in Australia, the European Community, and New Zealand.	Status

Country	Owner	Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
United Kingdom	BDG Media, Inc.	BUSTLE	9, 41	UK00915207905 11-MAR-2016	UK00915207905 19-JUL-2016	Registered.
United Kingdom	BDG Media, Inc.	EUSTLE DIGITAL BUSTLE DIGITAL GROUP	35, 41	1452942 07-JAN-2019	1452942 07-JAN-2019	Registered.
United Kingdom	BDG Media, Inc.	B	9, 41	1359512 06-JUN-2017	1359512 06-JUN-2017	Registered.
United Kingdom	BDG GMGI Acquisition, Inc.	GAWKER	41	UK00801359512 06-JUN-2017	UK0080135951206- JUN-2017	Registered.
United Kingdom	BDG Media, Inc.	INPUT	41	1516023 14-NOV-2019	1516023 14-NOV-2019	Registered.
United Kingdom	BDG Media, Inc.	NYLON	9, 16	UK00915278732 24-MAR-2016	UK00915278732 28-JUL-2016	Registered.
United Kingdom	BDG Media, Inc.	Rule Breakers	41	1472981 06-MAR-2019	UK00801472981 06-MAR-2019	Registered.
United Kingdom	BDG Media, Inc.	THE ZOE REPORT	41, 44, 45	UK00801293546 11-MAR-2015	UK0080129354611- MAR-2015	Registered.
Vietnam	BDG Media, Inc.	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	1293546 11-MAR-2015	Registered.
World Intellectual Property Organization	BDG Media, Inc.	B	9, 41	1359512 06-JUN-2017	1359512 06-JUN-2017	Registered.
World Intellectual Property Organization	BDG Media, Inc.	BUSTLE GROUP	41	1452942 07-JAN-2019	1452942 07-JAN-2019	Registered.
World Intellectual Property Organization	BDG Media, Inc.	INPUT	41	1516023 14-NOV-2019	1516023 14-NOV-2019	Registered.
World Intellectual Property	BDG Media, Inc.	Rule Breakers	41	A0083957 06-MAR-2019	1472981 06-MAR-2019	Registered

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World Intellectual Property Organization	World Intellectual Property Organization	Organization	Country
BDG Media, Inc.	BDG Media, Inc.		Owner
NYLON	THE ZOE REPORT		Mark
16	41, 44, 45		international Class(es)
1160007 02-APR-2013	1293546 11-MAR-2015		Application No. Filing Date
1160007 02-APR-2013	1293546 11-MAR-2015		Registration No Registration Date
Registered.	Registered.		Status

Patents:

None

Registered Patents:

SCHEDULE C

TRADEMARK REEL: 007352 FRAME: 0390

RECORDED: 07/12/2021