

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684271

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900646522

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NL Publications, LLC		06/30/2017	Limited Liability Company: DELAWARE
NL Operations, LLC		06/30/2017	Limited Liability Company: DELAWARE
NL Residual, LLC		06/30/2017	Limited Liability Company: DELAWARE
NLI Holdings, LLC		06/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	National Lampoon, Inc.
Also Known As:	
Street Address:	280 S. Lemon Ave., #1523
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91788
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0907211	NATIONAL LAMPOON
Registration Number:	3343985	NATIONAL LAMPOON

CORRESPONDENCE DATA

Fax Number: 3146673633
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: 314-552-6077
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Shoko Naruo
Address Line 1: Thompson Coburn LLP
Address Line 2: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	62526-160803
NAME OF SUBMITTER:	Shoko Naruo
SIGNATURE:	/Shoko Naruo/
DATE SIGNED:	10/28/2021

Total Attachments: 19

source=REDACTED National Lampoon - Promissory Note and Security Agreement (EXECUTED 6.30.17)_Redacted#page1.tif
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source=REDACTED National Lampoon - Promissory Note and Security Agreement (EXECUTED 6.30.17)_Redacted#page17.tif
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THIS NOTE SHALL BE SUBJECT TO SUBORDINATION AS DESCRIBED IN SECTION 8 OF THIS NOTE.

PROMISSORY NOTE AND SECURITY AGREEMENT

June 30, 2017

FOR VALUE RECEIVED, NL Publications, LLC, a Delaware limited liability company, NL Operations, LLC, a Delaware limited liability company, NL Residual, LLC, a Delaware limited liability company, and NLI Holdings, LLC, a Delaware limited liability company (collectively, “Makers”), jointly and severally promise to pay to National Lampoon, Inc., a Delaware corporation (“Holder”), the aggregate principal amount of [REDACTED] (such principal amount, the “Loan”), together with interest on so much thereof as is from time to time outstanding and unpaid, from the date hereof, at the rate set forth herein, all upon the terms and conditions specified below.

1. Payment Terms and Conditions.

(a) Interest shall accrue on the Loan pursuant to this Promissory Note and Security Agreement (this “Note”) at the rate equal to London Interbank Offered Rates for [REDACTED] (published by the Wall Street Journal from time to time); provided, however, the interest payable pursuant to this Section 1(a) shall not [REDACTED]. Interest shall accrue and be computed hereunder on [REDACTED]. Interest on the outstanding principal amount evidenced by this Note shall be computed on the basis of [REDACTED] occurring in the period for which such interest is payable. Accrued interest shall be paid by Makers to Holder [REDACTED] pursuant to Section 1(b) until the Loan is paid in full.

(b) Makers shall pay to Holder an amount equal to [REDACTED] (i) June 30, 2018, (ii) June 30, 2019 and (iii) June 30, 2020, until the Loan is paid in full. If not previously paid, all accrued interest and all principal under this Note shall be due and payable on the Maturity Date.

(c) Makers may prepay the principal balance of this Note, in whole or in part, at any time without notice, penalty or charge.

(d) All payments to be made by Makers to Holder under or pursuant to this Note shall be made in immediately available United States funds. All payments and prepayments under this Note shall first be applied to the extent thereof to all accrued but unpaid interest on the outstanding principal balance, then to costs and expenses incurred by Holder in seeking enforcement of this Note, including, without limitation, attorneys’ fees, with the remainder, if any, to be applied to the outstanding principal balance of this Note which is not subordinated in accordance with Section 8, with the remainder, if any, to be applied to the outstanding principal balance of this Note which is subordinated in accordance with Section 8.

(e) Payment in United States funds immediately available in the place designated for payment and received by Holder prior to 5:00 p.m. local time at said place of payment shall be credited prior to close of business, while other payments will not be credited until immediately available to Holder in United States funds in the place designated for payment prior to 5:00 p.m. local time at said place of payment.

(f) In the event of any payment not made timely under Section 1(b), and without reference to any grace periods with respect to an Event of Default or otherwise, any payment of principal and/or interest which is not made when due, shall accrue [REDACTED]

2. Security.

(a) Security. As security for the full and prompt payment and performance of all obligations of Makers under this Note and all extensions, renewals and amendments of any of the foregoing (collectively, the "Obligations"), each Maker hereby unconditionally transfers, conveys, grants and assigns to Holder a continuing security interest in, security title to and lien upon (i) the entirety of the Assets, (ii) the Pre-Closing Animal House AR (to the extent such payments come into the possession or control of Makers or are the subject of any claim asserted by Makers) and (iii) the Post-Closing Animal House AR (as each such term is defined in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Makers and Holder (the "Purchase Agreement")) and all products and proceeds, including insurance proceeds, of the foregoing, whether now owned or hereafter acquired by Makers (the "Collateral").

(b) Further Assurances. Makers shall execute all documents and take whatever actions are reasonably requested by Holder to perfect and continue the perfection of Holder's liens in the Collateral. Makers hereby authorize Holder to file in any jurisdiction any UCC (as defined below) financing statement or amendment thereto and any filings required to evidence the liens at the United States Patent and Trademark Office and/or the United States Copyright Office.

3. Representations and Warranties. Each Maker represents and warrants to Holder that, as of the date hereof:

(a) Such Maker is a duly organized limited liability company, in each case, validly existing and in good standing under the laws of Delaware;

(b) Such Maker has the limited liability company power and authority to make, deliver and perform this Note, and has taken all necessary limited liability company action to authorize (i) the incurrence of obligations pursuant to this Note and the terms and conditions of this Note and (ii) the execution, delivery and performance of this Note;

(c) Such Maker is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify could reasonably be expected (either individually or in the aggregate) to have a material adverse effect on such Maker;

(d) This Note has been duly and validly executed and delivered by such Maker and constitutes the legal, valid and binding obligation of such Maker, enforceable against such Maker in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or reorganization laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law); and

(e) No bankruptcy, insolvency or similar proceedings are pending or, to such Maker's knowledge, threatened against such Maker.

(f) There are no actions, suits, arbitrations, investigations or proceedings of or before any arbitrator or governmental authority pending against such Maker or against any of its properties or assets with respect to this Note or any of the transactions contemplated hereby.

4. Priority. Except in accordance with Section 8, until such time as the Obligations have been paid in full, and unless otherwise consented to in writing by Holder, Makers hereby covenant and agree not to create or incur any lien or security interest on any of the Collateral senior to or pari passu with the liens of Holder.

5. Events of Default. Each of the following events shall constitute an event of default (an “Event of Default”) hereunder:

(a) Makers shall default in the payment of (i) any principal due under this Note or (ii) any interest on such principal or any fee or other amount payable by it hereunder with respect to this Notes when due, and such default shall have continued unremedied for seven (7) calendar days; or

(b) Makers shall materially default in the performance or observance of any other agreement or covenant contained in this Note not specifically referred to elsewhere in this Section 5, and such default shall not be cured to Holder’s satisfaction within a period of thirty (30) calendar days after the date notice of such default is given to Makers by Holder; or

(c) Any Maker shall (i) commence a voluntary case under Title 11 of the United States Code, as amended or replaced from time to time or (ii) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts.

6. Remedies Upon Default.

(a) If an Event of Default shall have occurred and shall be continuing, in addition to the rights and remedies set forth elsewhere in this Note:

(i) Holder may in its discretion declare the principal of and interest on the Loan and all other Obligations to be forthwith due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything in this Note to the contrary notwithstanding; and

(ii) Holder may in its discretion exercise all of the post-default rights granted to Holder under this Note or under applicable law.

(b) If an Event of Default shall have occurred and shall be continuing, Holder shall thereupon have and may exercise from time to time any and all rights and remedies afforded to a secured party under the UCC (as defined below), together with every right and remedy available to Holder under any other applicable law.

(c) Each right, power, and remedy of Holder as provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Holder, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Holder of any or all such other rights, powers, or remedies.

7. Covenants of Makers.

(a) None of the Makers shall make or permit to be made a collateral assignment, pledge or hypothecation of the Collateral or shall grant any other lien in respect of the Collateral or shall grant control of any Collateral to any person, except upon the prior written consent of Holder or in accordance with Section 8.

(b) Each Maker shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each Material Contract (as defined in the Purchase Agreement), all in accordance with the terms and conditions thereof.

(c) Each Maker shall take all commercially reasonable steps to preserve and protect each Material Asset (as defined in the Purchase Agreement) including, without limitation, maintaining, as effective, all Material IP Assets (as defined in the Purchase Agreement).

(d) Makers shall (i) maintain or shall cause to be maintained insurance related to the businesses of the Makers; (ii) furnish to Holder, upon written request, full information as to the insurance carried; and (iii) name Holder as additional insured and loss payee of such insurance with respect to the Collateral.

(c) Each Maker shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the security interest of Holder in the Collateral and the priority thereof against any lien, claim or encumbrance asserted against the Collateral.

8. Working Capital Financing.

(a) In connection with obtaining third-party financing for working capital and accounts receivable (collectively, "Working Capital Financing"), Holder shall consent to Makers obtaining Working Capital Financing in a principal amount [REDACTED] and shall enter into an intercreditor and subordination agreement, in form and substance reasonably satisfactory to Holder, pursuant to which Holder shall agree to (i) subordinate its liens on the Collateral to the lender's lien in connection with the Working Capital Financing and (ii) subordinate payments pursuant to this Note in the event that the lender shall declare, in writing, a default or event of default with respect to the Working Capital Financing.

(b) Notwithstanding Section 8(a), in the event that the principal amount due under this Note is reduced [REDACTED] and all interest accrued on the principal balance has been paid, upon Makers' request, Holder shall consent to an increase in the principal amount of Working Capital Financing obtained by Makers to [REDACTED], and in the event that the principal amount due under this Note is reduced to [REDACTED] and all interest accrued on the principal balance has been paid, upon Makers' request, Holder shall consent to an increase in the principal amount of Working Capital Financing obtained by Makers to [REDACTED].

(c) Notwithstanding anything to the contrary in this Section 8, in no event shall Holder be required to subordinate its lien on the Pre-Closing Animal House AR or the Post-Closing Animal House AR to the lien of any lender, and in addition, such Collateral shall be excluded from any collateral pledged for any Working Capital Financing. Other than Holder's lien, Makers shall not permit any lien to attach to the Pre-Closing Animal House AR or the Post-Closing Animal House AR.

9. General Terms and Conditions.

(a) Notices. All notices, requests, claims, demands and other communications hereunder shall be delivered in accordance with Section 9.12 of the Purchase Agreement.

(b) Governing Law; Venue; Trial by Jury. This Note shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAKERS AND, BY ITS ACCEPTANCE HEREOF, HOLDER WAIVE, AND OTHERWISE AGREE NOT TO REQUEST, A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE IN WHICH MAKERS, HOLDER OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS NOTE.

(c) Maximum Lawful Rate. In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by Makers or inadvertently received by Holder, then such excess sum shall be credited as a payment of principal. It is the express intent hereof that Makers not pay and Holder not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by Makers under applicable law.

(d) Assignment; Amendments. The rights and obligations of Makers and Holder under this Note will be binding upon and inure to the benefit of the successors, assigns, heirs, administrators and transferees of the parties. Makers shall not assign any of their rights or obligations hereunder without the prior written consent of Holder, except to any other Maker. Holder may not assign any of its rights or obligations hereunder without the prior written consent of Makers. Any provision of this Note may be modified or supplemented only by an instrument in writing signed by Makers and Holder.

(e) Severability. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision herein.

(f) Business Days. Any payment under this Note that would be due on a day which is not a Business Day (as defined below) shall be made on the next succeeding Business Day, and interest shall accrue for such extension of time. As used herein, "Business Day" means any day other than a Saturday, a Sunday, or a day on which banks in New York, New York are authorized or required by law to be closed.

(g) Headings. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note.

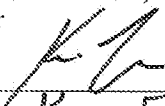
(h) Definitions. Any terms used in this Note that are defined in the Uniform Commercial Code as in effect from time to time in the State of California (the "UCC") shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, however, that to the extent that the UCC is used to define any term herein and if such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Note under seal as of the day and year first above written.

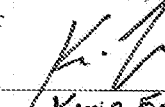
NL PUBLICATIONS, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

By: 
Name: Kevin Frakes
Title: Manager

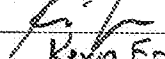
NL OPERATIONS, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

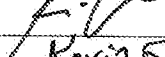
By: 
Name: Kevin Frakes
Title: Manager

NL RESIDUAL, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

By: 
Name: Kevin Frakes
Title: Manager

NLI HOLDINGS, LLC

By: 
Name: Kevin Frakes
Title: Manager

Acknowledged and agreed:

NATIONAL LAMPOON, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has executed this Note under seal as of the day and year first above written.

NL PUBLICATIONS, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

By: _____
Name:
Title:

NL OPERATIONS, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

By: _____
Name:
Title:

NL RESIDUAL, LLC

By: NLI HOLDINGS, LLC, its manager and sole member

By: _____
Name:
Title:

NLI HOLDINGS, LLC

By: _____
Name:
Title:

Acknowledged and agreed:

NATIONAL LAMPOON, INC.

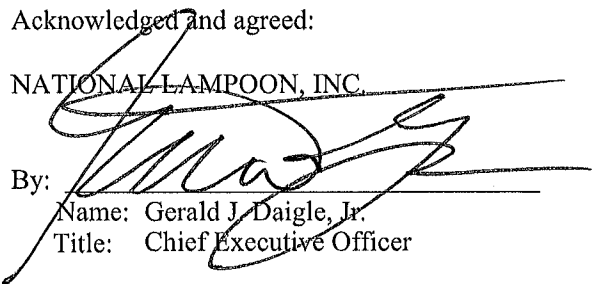
By: 
Name: Gerald J. Daigle, Jr.
Title: Chief Executive Officer

Exhibit A to Schedule 4.10(a)

Serial Number	Reg. Number	Word Mark	Filing Date	Reg. Date	Owner	Goods & Services
72362163	907211	NATIONAL LAMPOON	6/9/70	2/2/71	(REGISTRANT) NATIONAL LAMPOON, INC. CORPORATION NEW YORK 635 MADISON AVE. NEW YORK NEW YORK 10022	IC 016. US 038. G & S: MAGAZINE.
78857847	3343985	NATIONAL LAMPOON	4/10/06	11/27/07	(REGISTRANT) National Lampoon, Inc. DBA National Lampoon, Inc. CORPORATION DELAWARE 1438 N. Gower St., Box 8 Los Angeles CALIFORNIA 90028	IC 009. US 021 023 026 036 038. G & S: Compact discs featuring music and comedy; DVDs featuring comedy; Video tapes featuring comedy. IC 016. US 002 005 022 023 029 037 038 050. G & S: Books in the field of humor; Posters. IC 021. US 002 013 023 029 030 033 040 050. G & S: Mugs. IC 025. US 022 039. G & S: Hats; Sweat shirts; T-shirts. IC 035. US 100 101 102. G & S: On-line retail store services featuring clothing, movies, CDs, DVDs, posters, and books. IC 038. US 100 101 104. G & S: Broadcasting programs via a global computer network; Television broadcasting. IC 039. US 100 105. G & S: Travel, excursion and cruise arrangement. IC 041. US 100 101 107. G & S: Entertainment in the nature of live musical and comedy performances; Mobile media and entertainment services in the nature of content preparation; Production and distribution of motion pictures; Production of radio or television programs.

Exhibit B to Schedule 4.10(a)

DOMAIN NAMES

8228NETWORK.COM
ACCESS4FREE.INFO
BESECRET.INFO
BESECRETONLINE.INFO
BESTJOKELIVE.COM
BESTJOKEONLINE.COM
BHIDDEN.INFO
BIGWORLDCOMEDY.COM
BILLHARRISHOLLYWOOD.COM
BOOMCADE.COM
BROWSE2.INFO
BROWSEBAT.INFO
BROWSEBEAR.INFO
BROWSEBIRD.INFO
BROWSEFISH.INFO
BROWSERBOX.INFO
BUYPEACEBANDS.COM
CAMOPAD.COM
CARTOONPAIN.COM
CELEBRITYTRASH.ORG
CLOAK.COM
CLEARFILTER.INFO
CLICKARCADES.COM
CLICKPROX.COM
CLICKPROX.INFO
COMEDYMOVIESONLINE.COM
COMEDYRADIOONLINE.COM
COMEDYTEE.COM
COMEDYVIDEOONLINE.COM
CONCEALIP.INFO
COVERTLYSURF.INFO
CRASHGATE.INFO
CREEP4FREE.INFO
DAILYINSULTS.NET
DELUXDIRT.COM
DELUXEDIRT.COM
DISGUISEMYIP.INFO
DRUNKORNOT.COM
ENJOYSURF.INFO

FACEBOOKANYTIME.INFO
FANIMENET.COM
FANIMENETWORK.COM
FATGUYNATION.COM
FBANYTIME.INFO
FBANYWHERE.COM
FBNOW.INFO
FILTERYOURIP.INFO
FOTOFUNNIES.CO
FOTOFUNNIES.NET
FOTOFUNNIES.TV
FOXCLOAK.COM
FREE2007.INFO
FREECOMEDYONLINE.COM
FREECOMEDYSTORE.COM
FREECOOLFUNNY.COM
FREEYOURIP.INFO
FRUITYPROXY.COM
FUNNYCOLLEGESTORE.COM
FUNNYFOOTBALLLIVE.COM
FUNNYFOOTBALLONLINE.COM
FUNNYGIFTONLINE.COM
FUNNYLOVEONLINE.COM
FUNNYMOVIEONLINE.COM
FUNNYMOVIESTORE.COM
FUNNYONLINESTORE.COM
FUNNYQUOTEONLINE.COM
FURTIVEIP.INFO
GAMEBLURBS.COM
GAME-LAIR.COM
GAMERKICKS.COM
GATE-CRASH.INFO
GETINSCOOL.INFO
GHETTOPROXY.INFO
GHETTOPROXY.NET
GOBROWSE.INFO
GOSSIPMASTER.COM
HEROICSURFING.COM
HIDEBEBO.INFO
HIDEMYIPONLINE.INFO
HIDENGO.INFO
HIGHSCOREROOM.COM
HISURF.INFO

HUMORFESIVAL.COM
HUMORFESTIVAL.NET
IJD4.COM
IMTRICKY.COM
INFLUKS.COM
IPTUNEL.INFO
ISEENOBLOCK.INFO
IWANTMYFACEBOOK.INFO
JOKESWORLD.NET
JUSTHIDE.INFO
KEEPANON.INFO
KEEPBROWSE.INFO
KEEPONSURF.INFO
KEEPSURF.INFO
LEACHIP.INFO
LEARN-GUITAR-FREE.COM
LEMMINGSCD.COM
LEMMINGSCOMEDY.COM
LEMMINGSCOMEDY.NET
LEMMINGSLIVE.COM
LEMMINGSTV.COM
LEMONCONNECT.COM
LETMEONFACEBOOK.INFO
LIDERSURF.INFO
LIGHTNINGCLUBMOVIE.COM
MAKEANON.INFO
MASTERDEBATERS.TV
METADISH.COM
MISSLAMPOON.COM
MOVEONPLEASE.COM
MYASSHIDE.INFO
MYBROWSE.INFO
MYGHETTO.COM
MYGHETTO.INFO
MYGHETTO.NET
MYGHETTO.ORG
MYGHETTOATSCHOOL.COM
MYGHETTOATWORK.COM
MYGHETTOPROXY.COM
MYGHETTOPROXY.INFO
MYGHETTOPROXY.NET
MYGHETTOPROXY.ORG
MYIPCOVER.INFO

MYLEACHIP.INFO
MYSURFQUIET.INFO
NATIONALHORROR.COM
NATIONALLAMPOON.ASIA
NATIONALLAMPOON.BIZ
NATIONALLAMPOON.CLUB
NATIONALLAMPOON.CO
NATIONALLAMPOON.COM
NATIONALLAMPOON.INFO
NATIONALLAMPOON.ME
NATIONALLAMPOON.ORG
NATIONALLAMPOON.US
NATIONALLAMPOONHUMORFESTIVAL.COM
NATIONALLAMPOONLIVE.COM
NATIONALLAMPOONLIVE.INFO
NATIONALLAMPOONLIVE.NET
NATIONALLAMPOONLIVE.ORG
NATIONALLAMPOONMEDIKIT.COM
NATIONALLAMPOONMEDIKIT.NET
NATIONALLAMPOONRADIO.COM
NATIONALLAMPOONRADIOHOUR.COM
NATIONALLAMPOONSHOW.COM
NATIONALLAMPOONTV.COM
NLLEMMINGS.COM
NLMASTERDEBATERS.COM
OVERHEARDINTHEHILLS.COM
P4PROXY.INFO
PASSFILTER.INFO
PEACEBANDSONLINE.COM
PICKANON.INFO
POLITICALFUNNY.COM
POONTV.COM
PROGATOR.INFO
PROXYBURN.INFO
PROXYHAT.INFO
PROXYTHAT.INFO
RATKOTHEMOVIE.COM
REDROCKPICS.COM
REDROCKPICS.NET
REDROCKPICS.ORG
SAFEFOX.INFO
SECRECYIP.INFO
SEENOBLOCK.INFO

SETFREEIP.INFO
SETITFREE.INFO
SKIDABEBOPBOP.COM
SNEAKI.INFO
SPLATTERCADE.COM
STAYCONCEAL.INFO
STAYHIDE.INFO
STEALTHYIP.INFO
STOPHIDE.INFO
SUBMONKEY.COM
SURFAT.INFO
SURFCOOL.INFO
SURFGATOR.INFO
SURFON.INFO
SWEETGAMEZ.COM
THELEMMINGSLIVE.COM
THELIGHTNINGCLUB.COM
THENATIONALLAMPOONSHOW.COM
THENEWLEMMINGS.COM
THEPEACEBANDS.COM
THEUNFILTEREDTRUTH.COM
THEUNFILTEREDTRUTH.NET
TMNTSURFER.COM
TRUEFACTS.COM
U2PROXY.INFO
ULTRASUPERSECRETNASTY.COM
UNBLOCKMYGHETTO.COM
UNBLOCKMYGHETTO.INFO
VACATIONFILM.COM
WEB-WEIRD.COM
WIERDBUZZ.COM
XJETX.COM
YOSURF.INFO
YOUBROWSE.INFO
YOURDAILYCOMEDY.COM
ZINGFU.COM

Exhibit C to Schedule 4.10(a)

	Name	Full Title	Copyright Number	Date
1.	National Lampoon	Gentleman's bathroom companion / by the editors and writers of the National Lampoon.	CSN0025487	1980
2.	National Lampoon	Gentleman's bathroom companion / by the editors and writers of the National Lampoon.	CSN0025487	1977
3.	National Lampoon	Greatest hits of The National Lampoon / National Lampoon.	SR0000015115	1978
4.	National Lampoon	Jeff Greenfield's Book of books / by Jeff Greenfield, with contributions by Gerry Sussman, Sean Kelly, Ellis Weiner and Danny Abelson ; designed by Peter Kleinman ; edited by Sean Kelly.	TX0000402260	1979
5.	National Lampoon	Missing White House tapes. Sound recording: Blue Thumb Records, Inc., artist: the National Lampoon.	RE0000867619	1974
6.	National Lampoon	National Lampoon All-new true facts ...	CSN0068549	1986
7.	National Lampoon	National Lampoon ... anniversary anthology / [edited and designed by the staff of National Lampoon].	CSN0030548	1980
8.	National Lampoon	National Lampoon jokes, jokes, jokes.	TX0006574630	2006
9.	National Lampoon	National Lampoon live! : episode ti., New faces : vol. 2.	PAu002881688	2004
10.	National Lampoon	National Lampoon live! : episode ti., The dirty show.	PAu002881691	2004
11.	National Lampoon	National Lampoon live! : episode ti., The international show.	PAu002881693	2004
12.	National Lampoon	National Lampoon live : new faces : vol. 1.	PAu002851228	2004
13.	National Lampoon	National Lampoon presents Claire Bretecher / [translated and edited by Valerie Marchant ; lettered and art directed by John Workman].	TX0000127268	1978
14.	National Lampoon	National Lampoon presents Claire Bretecher / [translated and edited by Valerie Marchant ; lettered and art directed by John Workman].	TX0000216573	1978
15.	National Lampoon	National Lampoon presents More true facts : an all-new collection of absurd-but-true real-life funny stuff / compiled by John Bendel.	TX0003273518	1992
16.	National Lampoon	National Lampoon presents true facts : the book / compiled by John Bendel.	TX0003159281	1991
17.	National Lampoon	National Lampoon, slightly higher in Canada: an unassuming anthology of Canadian-type material from the pages of the National Lampoon / edited by Sean Kelly and Ted Mann ; copy edited by Susan Devins.	TX0000365426	1978
18.	National Lampoon	National Lampoon Sunday newspaper parody / conceived and edited by P. J. O'Rourke ; designed, and art directed by Skip Johnson ; associate editor,	TX0000347662	1978

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		John Hughes ; writers, P. J. O'Rourke, John Hughes, Ted Mann, Tod Carroll.		
19.	National Lampoon	National Lampoon tenth anniversary anthology, 1970-1980 / [edited and designed by the staff of National Lampoon].	TX0000540642	1980
20.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1991
21.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1990
22.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN001764	1989
23.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1988
24.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN001764	1987
25.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN001764	1986
26.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1985
27.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1984
28.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1983
29.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1982
30.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1981
31.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1980
32.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1979
33.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1978
34.	National Lampoon	National Lampoon : [the humor magazine] / senior editor, Tony Hendra ... [et al.].	CSN0017649	1977
35.	National Lampoon	National Lampoon's "Animal house" : original motion picture soundtrack	SR0000004263	1978
36.	National Lampoon	National Lampoon's Christmas vacation	VA0000379952	1989
37.	National Lampoon	National Lampoon's Class reunion / produced by Matty Simmons ; co-producers, Harmon Berns, Peter V. Herald ; directed by Michael Miller	PA0000180643	1982
38.	National Lampoon	National Lampoon's Dad's week off	PA0000876272	1997
39.	National Lampoon	National Lampoon's Doon	TX0001537666	1984

	Name	Full Title	Copyright Number	Date
40.	National Lampoon	National Lampoon's Hip-hop party	PAu002814979	2003
41.	National Lampoon	National Lampoon's Movie madness / produced by Matty Simmons	PA0000232188	1982
42.	National Lampoon	National Lampoon's Truly tasteless cartoons : the best of the worst	TX0003462011	1992
43.	National Lampoon	National Lampoon's Vacation / produced by Marty Simmons ; directed by Harold Ramis	PA0000192966	1983
44.	National Lampoon	National Lampoon Sex, drugs, rock 'n' roll, and the end of the world	SR0000042697	1982
45.	National Lampoon	That's sick! : The National Lampoon's rudest and crudest cartoons	TX0003799435	1994
46.	National Lampoon, Inc.	37 years / (In National lampoon, Sept. 1984)	V2336P030	1988
47.	National Lampoon, Inc.	Adventures of Hercules & 6 other titles / By Mark Marek	V2160P174	1986
48.	National Lampoon, Inc.	Dirty movie	V3567D136	2008
49.	National Lampoon, Inc.	Gotcha!	PAu003050582	2005
50.	National Lampoon, Inc.	Heavy metal; megazine	V2781P283	1992
51.	National Lampoon, Inc.	Heavy metal, period 78-2 & 21 other titles; magazines	V3504D156	2003
52.	National Lampoon, Inc.	Heidi Miller's Body sculpting & 254 other titles. (Part 001 of 003)	V3504D158	2003
53.	National Lampoon, Inc.	Heidi Miller's Body sculpting & 254 other titles. (Part 002 of 003)	V3504D159	2003
54.	National Lampoon, Inc.	Heidi Miller's Body sculpting & 254 other titles. (Part 003 of 003)	V3504D160	2003
55.	National Lampoon, Inc.	Heidi Miller's body sculpting & 452 other titles (part 001 of 003)	V3525D004	2005
56.	National Lampoon, Inc.	Heidi Miller's body sculpting & 452 other titles (part 002 of 003)	V3525D005	2005
57.	National Lampoon, Inc.	Heidi Miller's body sculpting & 452 other titles (part 003 of 003)	V3525D006	2005
58.	National Lampoon, Inc.	Heidi Miller's body sculpting & 457 other titles. (Part 001 of 002)	V3520D389	2005
59.	National Lampoon, Inc.	Heidi Miller's Body sculpting & 48 other titles.	V3504D157	2003
60.	National Lampoon, Inc.	Hitler's favorite cartoons / Lee Binswanger, Simon Bond, Randall Borchers ... [et al.]	TX0000907682	1982
61.	National Lampoon, Inc.	Homo erectus	V3554D608	2007
62.	National Lampoon, Inc.	Imperfect hostess / (In National lampoon, Feb. 1981) No. 675-911 (1981)	V1984P326	1984
63.	National Lampoon,	Iron on book : sixteen original designs for your	TX0000379403	1976

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	Inc.	chest / National Lampoon ; [art directed by Peter Kleinman]		
64.	National Lampoon, Inc.	Moral majority; article / (In National lampoon, Nov. 1985) TX 1-688-882 (1985)	V2171P458	1986
65.	National Lampoon, Inc.	My bod is for God & 1 other title	V3504D142	2003
66.	National Lampoon, Inc.	National Lampoon & 457 other titles. (Part 002 of 002)	V3520D390	2005
67.	National Lampoon, Inc.	National Lampoon, another dirty book / edited by P. J. O'Rourke, Peter Kaminsky, and Elsie Cagan	TX0000232406	1979
68.	National Lampoon, Inc.	National Lampoon best of number . / edited by P. J. O'Rourke ; designed and art directed by Peter Kleinman ; with an introd. by John Weidman	CSN0022114	1981
69.	National Lampoon, Inc.	National Lampoon best of number . / edited by P. J. O'Rourke ; designed and art directed by Peter Kleinman ; with an introd. by John Weidman	CSN0022114	1980
70.	National Lampoon, Inc.	National Lampoon best of number . / edited by P. J. O'Rourke ; designed and art directed by Peter Kleinman ; with an introd. by John Weidman	CSN0022114	1979
71.	National Lampoon, Inc.	National Lampoon best of number . / edited by P. J. O'Rourke ; designed and art directed by Peter Kleinman ; with an introd. by John Weidman	CSN0022114	1978
72.	National Lampoon, Inc.	National Lampoon best of number . / edited by P. J. O'Rourke ; designed and art directed by Peter Kleinman ; with an introd. by John Weidman	CSN0022114	1977
73.	National Lampoon, Inc.	National Lampoon comedy playoffs	PAu001434923	1990
74.	National Lampoon, Inc.	National Lampoon dirty joke book	TX0001797519	1986
75.	National Lampoon, Inc.	National Lampoon foto funnies	TX0000544611	1980
76.	National Lampoon, Inc.	National Lampoon peekers and other true facts / edited by John Bendel ; designed by David Kaestle and Leslie Engel	TX0000945741	1982
77.	National Lampoon, Inc.	National Lampoon son of cartoons even we wouldn't dare print II : a sequel	TX0001622171	1985
78.	National Lampoon, Inc.	National Lampoon treasury of humor & 159 other titles. (Part 001 of 002)	V3504D161	2003
79.	National Lampoon, Inc.	National Lampoon treasury of humor & 159 other titles. (Part 002 of 002)	V3504D162	2003
80.	National Lampoon, Inc.	National Lampoon true facts 1991 calendar / by John Bendel	TX0002906982	1990
81.	National Lampoon, Inc.	National Lampoon true facts 1992 calendar / by John Bendel	TX0003223950	1991
82.	National Lampoon, Inc.	National Lampoon true facts / edited by John Bendel	TX0000808981	1981
83.	National Lampoon, Inc.	National Lampoon's Animal house book / written and edited by Chris Miller ; art directed by Peter	TX0000384974	1978

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		Kleinman ; designed by Judith Jacklin ; photography by John Shannon and Christine M. Loss		
84.	National Lampoon, Inc.	National Lampoon's Cartoons even we wouldn't dare print : a collection of thoroughly reprehensible cartoons / by Sam Gross, John Caldwell, Charles Rodriguez ... [et al.] ; edited by Sean Kelly and John Weidman ; art directed by Michael Gross	TX0000396473	1979
85.	National Lampoon, Inc.	National Lampoon's Cousin Eddie's vacation; 2 hour movie-for-television	V3514D761	2004
86.	National Lampoon, Inc.	National Lampoon's stoned age	V3576D279	2009
87.	National Lampoon, Inc.	No titles given	V2620P205	1991
88.	National Lampoon, Inc.	R.M.S."Tyrannic" & 6 other titles / By Bruce McCall	V1958P197	1983
89.	National Lampoon, Inc.	Soviet-mechnod-foto hello & 4 other titles / By Bruce McCall	V1958P196	1983
90.	National Lampoon, Inc.	Vacation '58 / By John Hughes	V3292P220	1996
91.	National Lampoon, Inc.	Disco beaver / [music and lyrics by Alice Playten]	PAu000252514	1980
92.	301 Productions, Inc.	301 : a.k.a. The Legend of awesomest maximus	V3572D035	2008
93.	301 Productions, Inc.	301 / by Jason Burnescu	V3568D970	2008
94.	301 Productions, Inc.	Legend of Awesomest Maximus	PAu003613170	2011
95.	301 Productions, Inc.	Legend of Awesomest Maximus	V3573D873	2008
96.	301 Productions Inc.	Legend of Awesomest Maximus	PAu003358000	2008
97.	301 Productions, Inc.	Legend of awesomest Maximus. PAu 3-358-000	V3573D265	2008
98.	301 Productions, Inc.	The Legend of awesomest Maximus	V3608D315	2011
99.	Bagboy Productions, Inc.	National Lampoon's bagboy : Paper champion : Champion fill	PAu003089529	2006
100.	Bagboy Productions, Inc.	National Lampoon's paper champion : a.k.a. Bagboy, a.k.a. Champion fill; motion picture	V3546D625	2006
101.	Bagboy Productions, Inc.	National Lampoon's paper champion : a.k.a. Bagboy, a.k.a. Champion Hill; motion picture	V3544D846	2006
102.	Ratko Productions, Inc.	Ratko	V3554D516	2007
103.	Ratko Productions, Inc.	Ratko	V3554D516	2007
104.	Ratko Productions, Inc.	Ratko : A dictator's son	PAu003110926	2007

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105.	Ratko Productions, Inc.	Ratko : a.k.a. Ratko: the dictator's son, a.k.a. A dictator's son	V3573D403	2008
106.	Ratko Productions, Inc.	Ratko / by Flying Mallet, Inc.	V3554D956	2007
107.	Ratko Productions, Inc.	Ratko : motion picture	V3553D874	2007
108.	Ratko Productions, Inc.	Ratko : motion picture	V3553D874	2007
109.	Ratko Productions, Inc.	Ratko : screenplay / written by Bob Mittenthal and Michael Rubiner	V3547D351	2007
110.	Ratko Productions, Inc.	Ratko : screenplay / written by Bob Mittenthal and Michael Rubiner	V3547D351	2007