

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polyconcept North America, Inc.		05/20/2022	Corporation: DELAWARE
Leedsworld, Inc.		05/20/2022	Corporation: DELAWARE
Bullet Line, LLC		05/20/2022	Limited Liability Company: PENNSYLVANIA
TimePlanner Calendars, Inc.		05/20/2022	Corporation: NORTH CAROLINA
ETS Express, LLC		05/20/2022	Limited Liability Company: CALIFORNIA
Spoke Custom Products, LLC		05/20/2022	Limited Liability Company: DELAWARE
Spark Products, LLC		05/20/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15129		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 68</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3071809		
<b>Registration Number:</b>	4067785	BULLET	
<b>Registration Number:</b>	1894445	BULLET LINE	
<b>Registration Number:</b>	2646275	BULLET LINE	
<b>Registration Number:</b>	1698200	BULLET LINE	
<b>Registration Number:</b>	3791166	CHECKMATE	
<b>Registration Number:</b>	3408121	CLICK & CREATE	
<b>Registration Number:</b>	4449239		
<b>Registration Number:</b>	3686081	ECOSMART	

OP \$1715.00 3071809

Property Type	Number	Word Mark
Registration Number:	5056990	ELLEVEN
Registration Number:	5047586	ELLEVEN
Registration Number:	4742109	FIELD & CO.
Registration Number:	4737810	VINTAGE COTTON FIELD & CO. COLLECTION
Registration Number:	4902925	HAPPY NEST
Registration Number:	4883272	HAPPY NEST
Registration Number:	5238996	HUMPHREYLINE
Registration Number:	5253519	USMADE HUMPHREYLINE
Registration Number:	4614747	HUNT VALLEY
Registration Number:	5045836	HUNT VALLEY
Registration Number:	4614746	HUNT VALLEY
Registration Number:	5064523	HUNT VALLEY
Registration Number:	3324350	IFIDELITY
Registration Number:	4915381	IFIDELITY EXPERIENCE ORIGINALITY
Registration Number:	4418591	JB
Registration Number:	5092357	JOBOS
Registration Number:	2483929	JOURNALBOOKS
Registration Number:	4366973	JOURNALBOOKS
Registration Number:	2386710	LEED'S
Registration Number:	3294056	LEED'S
Registration Number:	3366380	MAKE IT YOURS
Registration Number:	3917586	METROPOLITAN
Registration Number:	4975018	MOBILE ODYSSEY
Registration Number:	4975019	MOBILE ODYSSEY
Registration Number:	3382890	NEOTEC
Registration Number:	2884458	PENPORT
Registration Number:	4486566	REFILLABOOK
Registration Number:	4943968	RIGHT ON TARGET
Registration Number:	2161486	SURESHIP
Registration Number:	1186653	TIMEPLANNER
Registration Number:	2957228	WORLDSOURCE
Registration Number:	4654908	ZOOM
Registration Number:	5226046	BRIGHTTRAVELS TRAVEL, LIGHTER & SMARTER!
Registration Number:	5140313	BRIGHTTRAVELS
Registration Number:	5164930	HUNT VALLEY
Registration Number:	4437835	BFREE
Registration Number:	4437834	H2GO BFREE
Registration Number:	3949070	T2GO

Property Type	Number	Word Mark
Registration Number:	3949071	CUP2GO
Registration Number:	4273486	H2GO OMEGA
Registration Number:	4725336	PINT2GO
Registration Number:	5680887	T-LOC
Registration Number:	5064337	2GO
Registration Number:	5064411	NEXUS
Registration Number:	5137515	G2GO
Registration Number:	5374748	X
Registration Number:	5801702	X
Registration Number:	5699414	S-GRIP
Registration Number:	5064312	H2GO
Registration Number:	3692615	H2GO
Serial Number:	90160083	NAME FRAME
Registration Number:	6702525	
Registration Number:	6680526	PERFECTLY PACKAGED
Registration Number:	6695787	
Registration Number:	6648339	
Registration Number:	5517948	MOUSE + MAGPIE
Registration Number:	5333533	MEA HUNA
Serial Number:	90718345	PERSONALIZED CORNER
Serial Number:	90718347	MY PET SELFIES

#### 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:** 617-248-5000

**Email:** tmadmin@choate.com

**Correspondent Name:** Sara M. Bauer

**Address Line 1:** Two International Place

**Address Line 2:** Choate Hall & Stewart LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2017216-0001
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	05/24/2022

#### Total Attachments: 18

source=Polyconcept (ABL) - Intellectual Property Security Agreement Executed#page1.tif

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 20, 2022, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, CB POLY US HOLDINGS, INC., a Delaware corporation (the “**Borrower Agent**”), CB POLY GLOBAL HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”) and CB POLY INVESTMENTS, LLC, a Delaware limited liability company (“**Intermediate Holdings**”) have entered into that certain Credit Agreement, dated as of May 20, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the lenders from time to time party thereto (collectively, the “**Lenders**” and each, a “**Lender**”) and PNC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

**WHEREAS**, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement, dated as of May 20, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent.

**WHEREAS**, under the terms of the Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. **Grant of Security.** Each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, hereby collaterally assigns, pledges and grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the “**Collateral**”):

a. all Patents and Patent applications, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those Trademark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use Trademark applications prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability

of, or result in the cancellation of, any registration that issues therefrom under applicable federal law), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the Copyright registrations and applications set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. all proceeds of the foregoing for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing Collateral; *provided* that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "execute," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

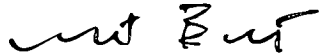
provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

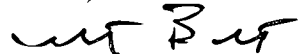
[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

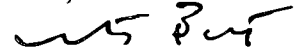
**POLYCONCEPT NORTH AMERICA, INC.**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

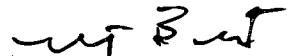
**LEEDSWORLD, INC.**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

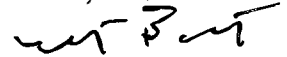
**BULLET LINE, LLC**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

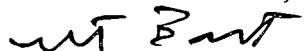
**TIMEPLANNER CALENDARS, INC.**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

**ETS EXPRESS, LLC**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

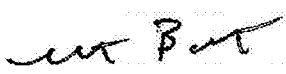
**SPOKE CUSTOM PRODUCTS, LLC**

By:   
Name: Scott Barnett  
Title: Assistant Secretary

[Signature Page to IP Security Agreement]



**SPARK PRODUCTS, LLC**

By: 

Name: Scott Barnett

Title: Assistant Secretary

[Signature Page to IP Security Agreement]

**TRADEMARK**

**REEL: 007730 FRAME: 0798**

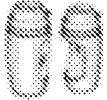




**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: Alexander Feo  
Title: Vice President – Business Development Officer

## SCHEDULE A

### Patents

#### Registered Patents and Patent Applications

Patent Title	Application / Registration Number	Jurisdiction	Status	Owner
Lever Controlled Beverage Container Lid	8,960,490	USA	Issued	Leedsworld, Inc.
Multi-Function Lid for Beverage Containers	8,672,174	USA	Issued	Leedsworld, Inc.
Notebook and Notebook Cover	10,265,992	USA	Issued	Polyconcept North America, Inc.
 Drink Bottle with Revolving Door	D575,583	USA	Issued	Leedsworld, Inc.
Drinking Container Infuser	D777,514	USA	Issued	Leedsworld, Inc.
 Notepad Holder	D599,406	USA	Issued	Bullet Line, LLC
 Notepad Holder	D599,407	USA	Issued	Bullet Line, LLC
 Sports Bottle	D566,472	USA	Issued	Bullet Line, LLC
 Travel Mug	D573,840	USA	Issued	Bullet Line, LLC
BEVERAGE CONTAINER	D627,600	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D627,601	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D627,602	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D627,603	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D627,604	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D648,177	United States	Issued	ETS Express, LLC

<b>Patent Title</b>	<b>Application / Registration Number</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>
BEVERAGE CONTAINER	D650,235	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D664,002	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D651,045	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D661,945	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D652,682	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D662,361	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D649,403	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D662,776	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D651,853	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D664,809	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D652,256	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D665,621	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D700,808	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D674,242	United States	Issued	ETS Express, LLC
LID FOR A BEVERAGE CONTAINER	D691,416	United States	Issued	ETS Express, LLC
LID FOR A BEVERAGE CONTAINER	D684,813	United States	Issued	ETS Express, LLC
TUMBLER LID AND SPOUT	D668,116	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D713,686	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D713,685	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D703,536	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D727,099	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D715,100	United States	Issued	ETS Express, LLC

<b>Patent Title</b>	<b>Application / Registration Number</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>
BEVERAGE CONTAINER	D728,311	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D727,102	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D732,889	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D740,072	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D740,610	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D751,863	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D796,331	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D837,600	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D821,818	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D837,599	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D850,212	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D821,819	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D917,969	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D897,213	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D860,718	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D872,535	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D877,571	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D860,719	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D871,150	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER	D758,192	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D755,561	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D789,737	United States	Issued	ETS Express, LLC

<b>Patent Title</b>	<b>Application / Registration Number</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>
BEVERAGE CONTAINER LID	D795,008	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D801,111	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D792,215	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D809,868	United States	Issued	ETS Express, LLC
BEVERAGE CONTAINER LID	D886,515	United States	Issued	ETS Express, LLC
Chair Joint	D885,170	United States	Issued	Leedsworld, Inc.
Bottle (Echo)	29/758,372	United States	Application	ETS Express, LLC
Bottle and Cap (Wave)	29/758,375	United States	Application	ETS Express, LLC
Bottle and Cap (Wave)	008536585- 0001; 0002; 0003	Europe	Issued	ETS Express, LLC
Hinged Bottle Handle	29/747,103	United States	Application	ETS Express, LLC
NOTEBOOK AND NOTEBOOK COVER	2924928	Canada		Polyconcept North America

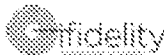
## SCHEDULE B

### Trademarks





#### Registered Trademarks and Applications



Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
 (Leedsworld Swirl)	78/324,205	3,071,809	USA	Registered	Leedsworld, Inc.
	77/838,913	4,067,785	USA	Registered	Bullet Line, LLC
BULLET LINE	74/499,720	1,894,445	USA	Registered	Bullet Line, LLC
BULLET LINE	0773835	TMA449950	Canada	Registered	Bullet Line, LLC <sup>1</sup>
	75/797,660	2,646,275	USA	Registered	Bullet Line, LLC
	74/180,484	1,698,200	USA	Registered	Bullet Line, LLC
CHECKMATE	77/682,437	3,791,166	USA	Registered	Leedsworld, Inc.
CLICK & CREATE	77/122,092	3,408,121	USA	Registered	Leedsworld, Inc.
	85/766,135	4,449,239	USA	Registered	Leedsworld, Inc.
ECOSMART	77/721,430	3,686,081	USA	Registered	Leedsworld, Inc.
ELLEVEN	85/763,044	5,056,990	USA	Registered	Leedsworld, Inc.
	011766276	011766276	EU	Registered	Leedsworld, Inc.
	15539125	15539125	EU	Registered	Leedsworld, Inc.
	14404461	14404461	EU	Registered	Leedsworld, Inc.





<sup>1</sup> Ownership to be confirmed post-closing.



Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
	85/766,111	5,047,586	USA	Registered	Leedsword, Inc.
elleven device  elleven device	15539141	15539141	EU	Registered	Leedsword, Inc.
	1760169	TMA985735	Canada	Registered	Leedsword, Inc.
	1762380	TMA992967	Canada	Registered	Leedsword, Inc.
	14404487	14404487	EU	Registered	Leedsword, Inc.
FIELD & CO	86/263,204	4,742,109	USA	Registered	Leedsword, Inc.
 FIELD & CO (logo)	86/263,267	4,737,810	USA	Registered	Leedsword, Inc.
HAPPY NEST	86/977,785	4,902,925	USA	Registered	Leedsword, Inc.
HAPPY NEST (logo)	86/977,905	4,883,272	USA	Registered	Leedsword, Inc.
HUMPHREYLINE	86/520,545	5,238,996	USA	Registered	Bullet Line, LLC
	86/520,542	5,253,519	USA	Registered	Bullet Line, LLC
HUNT VALLEY	85/982,329	4,614,747	USA	Registered	Leedsword, Inc.
	85/855,946	5,045,836	USA	Registered	Leedsword, Inc.
	85/982,319	4,614,746	USA	Registered	Leedsword, Inc.
	85/855,982	5,064,523	USA	Registered	Leedsword, Inc.
iFidelity	78/907,195	3,324,350	USA	Registered	Leedsword, Inc.
	86/978,188	4,915,381	USA	Registered	Leedsword, Inc.



Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
IFIDELITY EXPERIENCE ORIGINALITY (& DESIGN)	1648581	TMA964449	Canada	Registered	Leedsworld, Inc.
	85/876,355	4,418,591	USA	Registered	Timeplanner Calendars Inc.
JOBOS	86/720,821	5,092,357	USA	Registered	Timeplanner Calendars Inc.
JOBOS	1741286	TMA100171 8	Canada	Registered	Timeplanner Calendars, Inc.
JOURNALBOOKS	75/697,419	2,483,929	USA	Registered	Timeplanner Calendars Inc.
	85/644,964	4,366,973	USA	Registered	Timeplanner Calendars Inc.
LEED'S (word mark)	75/203,039	2,386,710	USA	Registered	Leedsworld, Inc.
	78/927,421	3,294,056	USA	Registered	Leedsworld, Inc.
	982105	982105	International Registration WIPO	Registered	Leedsworld, Inc.
MAKE IT YOURS	77/012,879	3,366,380	USA	Registered	Leedsworld, Inc.
METROPOLITAN	77/703,308	3,917,586	USA	Registered	Leedsworld, Inc.
MOBILE ODYSSEY	86/978,710	4,975,018	USA	Registered	Leedsworld, Inc.
MOBILE ODYSSEY	013629175	013629175	EU	Registered	Leedsworld, Inc.
	86/978,711	4,975,019	USA	Registered	Leedsworld, Inc.
	013629258	013629258	EU	Registered	Leedsworld, Inc.
NEOTEC	78/657,122	3,382,890	USA	Registered	Leedsworld, Inc.
PENPORT	78/312,234	2,884,458	USA	Registered	Timeplanner Calendars Inc.
REFILLABOOK	85/879,909	4,486,566	USA	Registered	Timeplanner Calendars Inc.
RIGHT ON TARGET	86/399,718	4,943,968	USA	Registered	Bullet Line, LLC
SURESHIP	75/202,459	2,161,486	USA	Registered	Leedsworld, Inc.

Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
TIMEPLANNER	73/218,272	1,186,653	USA	Registered	Timeplanner Calendars Inc.
WORLDSOURCE	78/391,220	2,957,228	USA	Registered	Leedsworld, Inc.
ZOOM	85/763,018	4,654,908	USA	Registered	Leedsworld, Inc.
BRIGHTTRAVELS TRAVEL, LIGHTER & SMARTER!	86/954,820	5,226,046	USA	Registered	Leedsworld, Inc.
BRIGHTTRAVELS TRAVEL, LIGHTER & SMARTER!	1774287	1,013,010	Canada	Registered	Leedsworld, Inc.
BRIGHTTRAVELS	86/954,827	5,140,313	USA	Registered	Leedsworld, Inc.
BRIGHTtravels travel, lighter & smarter (logo)	1774287	TMA1013010	Canada	Registered	Leedsworld, Inc.
HUNT VALLEY	87/115,918	5,164,930	USA	Registered	Leedsworld, Inc.
BFREE	77/426,417	4,437,835	United States	Registered	ETS Express, LLC
H2GO BFREE	77/426,397	4,437,834	United States	Registered	ETS Express, LLC
T2GO	77/963,904	3,949,070	United States	Registered	ETS Express, LLC
CUP2GO	77/963,908	3,949,071	United States	Registered	ETS Express, LLC
H2GO OMEGA	85/591,489	4,273,486	United States	Registered	ETS Express, LLC
PINT2GO	86/289,386	4,725,336	United States	Registered	ETS Express, LLC
T-LOC	86/692,527	5,680,887	United States	Registered	ETS Express, LLC
2GO	86/974,695	5,064,337	United States	Registered	ETS Express, LLC
2GO	1643015	TMA946,476	Canada	Registered	ETS Express, LLC
NEXUS	87/033,674	5,064,411	United States	Registered	ETS Express, LLC
G2GO	87/091,728	5,137,515	United States	Registered	ETS Express, LLC
	87/479,205	5,374,748	United States	Registered	ETS Express, LLC
	1412847	1412847	International	Registered	ETS Express, LLC

Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
			Registration WIPO		
 X-Design	1897435	TMA1092069	Canada	Registered	ETS Express, LLC
	87/898,350	5,801,702	United States	Registered	ETS Express, LLC
S-GRIP	88/003,033	5,699,414	United States	Registered	ETS Express, LLC
H2GO	86/958,824	5,064,312	United States	Registered	ETS Express, LLC
H2GO	14409759	14409759	EU	Registered	ETS Express, LLC
H2GO	1790504	TMA1,050,869	Canada	Registered	ETS Express, LLC
H2GO	1358305	1358305	International Registration WIPO	Registered	ETS Express, LLC
H2GO	1306922	1306922	International Registration WIPO	Registered	ETS Express, LLC
H2GO	1306179	1306179	International Registration WIPO	Registered	ETS Express, LLC
H2GO	1642851	TMA910,607	Canada	Registered	ETS Express, LLC
H2GO	78/840,441	3,692,615	United States	Registered	ETS Express, LLC
NAME FRAME	90/160,083		USA	Published	Leedsworld, Inc.
NAME FRAME	2081267		Canada	Pending	Leedsworld, Inc.
ECO LEAF device 	90/229,547	6,702,525	USA	Registered	Leedsworld, Inc.
PERFECTLY PACKAGED	90/235,666	6,680,526	USA	Registered	Leedsworld, Inc.
PERFECTLY PACKAGED	2086536		Canada	Pending	Leedsworld, Inc.
	90/589,291	6,695,787	USA	Registered	Leedsworld, Inc.

Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
 WIRELESS LOGO	2099185		Canada	Pending	Leedsworld, Inc.
	90/468,375	6,648,339	USA	Registered	Leedsworld, Inc.
 WIRELESS MAGNET LOGO	2099183		Canada	Pending	Leedsworld, Inc.
	18451169		EU	Pending	Leedsworld, Inc.
	90/501,143		USA	Allowed	Leedsworld, Inc.
 PCNA Logo	2093320		Canada	Pending	Leedsworld, Inc.
PCNA Inspiring Pride	90/501,197		USA	Allowed	Leedsworld, Inc.
PCNA Inspiring Pride	2093321		Canada	Pending	Leedsworld, Inc.
Inspiring Pride	2093323		Canada	Pending	Leedsworld, Inc.
Be Inspired. Be Impressed. Be assured.	90/501,231		USA	Allowed	Leedsworld, Inc.
Be Inspired. Be Impressed. Be assured.	2093322		Canada	Pending	Leedsworld, Inc.
Solekick	90/544,882		USA	Allowed	Leedsworld, Inc.
Solekick	2099186		Canada	Pending	Leedsworld, Inc.
Eco Leaf design 	2089521		Canada	Pending	Leedsworld, Inc.
ECO LEAF DESIGN	2155615		Canada		Leedsworld, Inc.

Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
MAGCLICK	90/650,399		USA	Allowed	Leedsworld, Inc.
MAGCLICK	2110984		Canada	Pending	Leedsworld, Inc.
MAGCLICK	18484027		EU	Pending	Leedsworld, Inc.
PROUDPATH	97/287,577		USA	Published	Leedsworld, Inc.
SWAGRABBIT	90/563,483		USA	Published	Spark Products, LLC
SWAGRABBIT	2099184		Canada	Pending	Spark Products, LLC
	90/588,044		USA	Published	Spark Products, LLC
 SWAGRABBIT LOGO	2099182		Canada	Pending	Spark Products, LLC
 Mouse + Magpie	87/692,369	5,517,948	USA	Registered	Spoke Custom Products; LLC
PERSONALIZED CORNER	90/718,345		USA	Published	Spoke Custom Products, LLC
 MY PET SERIES	90/718,347		USA	Published	Spoke Custom Products, LLC
MEA HUNA	87/320,569	5,333,533	USA	Registered	Leedsworld, Inc.
ETS EXPRESS	1744653	TMA955,555	Canada	Registered	ETS Express, LLC
MOD	013625595	013625595	EU	Registered	Leedsworld, Inc.
MOD Logo 	013625637	013625637	EU	Registered	Leedsworld, Inc.

## SCHEDULE C

### Copyrights

#### Registered Copyrights

	<b>Title</b>	<b>Registration No. Registration Date</b>	<b>Grantor</b>
1.	Camouflage Pattern	VAu001154779 (11/22/2013)	Leedsworld, Inc.
2.	New Products: Journalbooks	TX0005495742 (12/5/2001)	Timeplanner Calendars, Inc.
3.	Product Line for 2001	TX0005373015 (4/16/2001)	Timeplanner Calendars, Inc.