

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Vent Holdings LLC		07/06/2023	Limited Liability Company: DELAWARE
Smart Vent Acquisition LLC		07/06/2023	Limited Liability Company: DELAWARE
Smart Vent Products LLC		07/06/2023	Limited Liability Company: FLORIDA
Smart Product Innovations LLC		07/06/2023	Limited Liability Company: FLORIDA
Risk Reduction Plus Group, Inc.		07/06/2023	Corporation: NEW JERSEY
Floodproofing.com, Inc.		07/06/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Aldine Capital Fund IV, L.P.		
Street Address:	444 W. Lake St		
Internal Address:	Suite 4550		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	75415711	SMART VENT	
Serial Number:	86882166	F.R.E	
Serial Number:	87203196	HURRIBOND	
Serial Number:	87888973	LIFT AND VENT	
Serial Number:	86341181	RISK REDUCTION PLUS GROUP	
Serial Number:	87923507	FLOODPROOFING.COM	
Serial Number:	87872414	FLOODPROOFING.COM	
Serial Number:	88983706	FREEDOM FLOOD VENT	
Serial Number:	97186898	ENGINEERED TO PROTECT	
Serial Number:	97499605	RISK REDUCTION PLUS GROUP	

OP \$290.00 75415711

Property Type	Number	Word Mark
Serial Number:	97507565	FLOOD DESIGN TEAM

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: 212-824-4959
Email: lindsey.corbin@icemiller.com
Correspondent Name: Nancy Kartos
Address Line 1: 1500 Broadway
Address Line 2: Suite 2900
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Lindsey Corbin
SIGNATURE:	/Lindsey Corbin/
DATE SIGNED:	07/06/2023

Total Attachments: 14

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JULY 6, 2023 BY AND AMONG ALDINE CAPITAL FUND IV, L.P., FIRST COMMONWEALTH BANK, AS SENIOR LENDER AGENT, AND THE OBLIGORS, AS THE SAME MAY BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED FROM TIME TO TIME.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement, executed this 6th day of July, 2023, is made by Smart Vent Holdings LLC, a Delaware limited liability company ("Parent HoldCo"), Smart Vent Acquisition LLC, a Delaware limited liability company ("SVP Buyer"), Smart Vent Products LLC, a Florida limited liability company ("SmartVent"), Smart Product Innovations LLC, a Florida limited liability company ("Smart Product"), Risk Reduction Plus Group, Inc., a New Jersey corporation ("Risk Reduction"), Floodproofing.com, Inc., a Florida corporation ("Floodproofing"), and each of the other Persons which become Grantors hereunder from time to time (Parent HoldCo, SVP Buyer, SmartVent, Smart Product, Risk Reduction, Floodproofing and such other Persons are each, a "Grantor" and collectively, the "Grantors"), for the benefit of Aldine Capital Fund IV, L.P., a Delaware limited partnership (the "Purchaser") (this "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Note Purchase Agreement"), by and among SVP Buyer, SmartVent, Smart Product, Risk Reduction, Floodproofing, the other Issuers (as defined therein) party thereto, Parent HoldCo, the other Guarantors (as defined therein) party thereto, and the Purchaser, which is incorporated herein by reference thereto, the parties thereto agreed, among other things, that the Purchaser shall extend credit to the Issuers as set forth in the Note Purchase Agreement; and

WHEREAS the Grantors have agreed, among other things, to grant to the Purchaser a security interest in certain of their assets, including, without limitation, the Grantors' patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement.
2. Security Interest in Patents. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, those issued patents and

patent applications listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Patents”).

3. Security Interest in Trademarks and Goodwill. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its now owned or hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any “intent to use” trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such “intent to use” application for registration of a trademark under applicable Law), including, without limitation, the trademark registrations and trademark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the entire goodwill of such Grantor’s business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the copyright registrations listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the “Copyrights”).

5. Security Interest in Licenses. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the "Licenses").

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been indefeasibly satisfied in full and the Note Purchase Agreement and all other Note Documents shall have been terminated, no Grantor will, without the Purchaser's prior written consent, enter into any agreement relating to the Patents, Trademarks, Copyrights or Licenses and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the lien priority or the validity or enforcement of the rights granted to the Purchaser under this Security Agreement.

7. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Purchaser as its attorney in fact to modify this Security Agreement (or any short-form notice of security interest executed in connection therewith (hereinafter referred to as a "Short-Form Notice")) by amending Schedules A, B, C and/or D, as applicable (or any applicable schedule to any Short-Form Notice), to include any future Patents, Trademarks, Copyrights and Licenses, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement (or any applicable Short-Form Notice) with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to the Purchaser that, as of the date hereof, except as otherwise set forth in the schedules hereto:

(i) The issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D are subsisting and, to each Grantor's knowledge, valid and enforceable;

(ii) Such Grantor, as applicable, is the owner of the issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D and has the power and authority to enter into this Security Agreement according to its terms;

(iii) This Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound; and

(iv) The Licenses are valid and binding agreements enforceable according to their terms, except as such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent conveyance, organization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and (b) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). Each of the Licenses is

in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Purchaser of all Patents, Trademarks, Copyrights and Licenses of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Purchaser to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder or (ii) the Obligations have been indefeasibly satisfied in full and the Note Purchase Agreement and all other Note Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Note Purchase Agreement, the Note or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Note Documents or any other agreement or agreements now or hereafter entered into by the Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Note or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any other Grantor, (iv) any amendment to or modification of the terms of the Note or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Trademarks, Copyrights and Licenses or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Grantor, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of each Grantor hereunder, would or might otherwise be released or discharged other than indefeasible payment in full of the Obligations. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Purchaser.

11. Duties of the Grantors. Each Grantor shall, to the extent such Grantor reasonably deems necessary, (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been indefeasibly satisfied in full and the Note Purchase Agreement and all other Note Documents shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the

Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright, to the extent such abandonment would reasonably be expected to result in a Material Adverse Change.

12. Financing Statements; Documents. The Grantors hereby authorize the Purchaser to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Purchaser and will pay the costs of filing and/or recording this Security Agreement and/or any related notice of security interest and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Purchaser. Each Grantor will execute and deliver to the Purchaser from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Purchaser may require for the purpose of confirming the Purchaser's security interest in the Patents, Trademarks, Copyrights and Licenses.

13. Rights of the Grantors and/or the Purchaser to Sue. Each Grantor may enforce its rights in the Patents, Trademarks, Copyrights and Licenses of such Grantor with or without the Purchaser's participation. If requested by any Grantor, the Purchaser shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Upon the occurrence of and during the continuance of an Event of Default, the Purchaser shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses of such Grantor, and any licenses thereunder, and, if the Purchaser shall commence any such suit, such Grantor shall, at the request of the Purchaser, do any and all lawful acts and execute any and all proper documents required by the Purchaser in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Purchaser for all costs and expenses incurred by the Purchaser in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon indefeasible payment in full of the Obligations and performance of all obligations of the Note Parties under the Note Purchase Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Purchaser shall thereupon promptly terminate its security interest in the Patents, Trademarks, Copyrights and Licenses. For the avoidance of doubt, except as expressly provided for herein, this Security Agreement is not intended and shall not be construed to obligate the Purchaser to take any action whatsoever with respect to the Patents, Trademarks, Copyrights and Licenses or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between the Note Parties and the Purchaser nor any failure to exercise nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor

shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

17. Cumulative Remedies; Effect on Other Documents. All of the Purchaser's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Note Purchase Agreement or any Note Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchaser under the Note Purchase Agreement or the Note Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

19. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois applicable to contracts made and to be performed in such State.

20. Counterparts. Any number of counterparts of this Security Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or e-mail (PDF) shall be effective as delivery of a manually executed counterpart of this Security Agreement.


21. Joinder. Upon the execution and delivery by any other Person of an Issuer Joinder or a Guarantor Joinder, (i) such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" on the signature pages hereto and (ii) the Schedules to this Security Agreement shall be deemed updated by the supplemental Schedules to this Security Agreement, if any, delivered pursuant to the terms of such Issuer Joinder or Guarantor Joinder, as applicable.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written as a document under seal.

GRANTORS:


SMART VENT HOLDINGS LLC

By:  _____

Name: Daniel L. Desantis

Title: Chairman


SMART VENT ACQUISITION LLC

By:  _____

Name: Daniel L. Desantis

Title: Chairman

SMART VENT PRODUCTS LLC

By:  _____

Name: Daniel L. Desantis

Title: Chairman

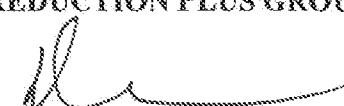
**SMART PRODUCT INNOVATIONS
LLC**

By:  _____

Name: Daniel L. Desantis

Title: Chairman

RISK REDUCTION PLUS GROUP, INC.

By:  _____

Name: Daniel L. Desantis

Title: Sole Director

FLOODPROOFING.COM, INC.

By: 

Name: Daniel L. DeSantis

Title: Chairman

Signature Page to Patent, Trademark and Copyright Security Agreement

TRADEMARK
REEL: 008127 FRAME: 0298

SCHEDULE A
PATENTS

US Patents

Owner	Patent Number	Title	Status	Docket Number
Smart Vent Products LLC	9,376,803	Flood vent trigger systems	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,670,717	Flood vent trigger systems	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,113,309	Flood vent barrier systems	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,624,637	Flood vent	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,113,286	Flood vent	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,619,319	Flood vent	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,353,569	Connectors for a flood vent	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,758,982	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,161,156	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,584,510	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	11,021,886	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,637,912	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,017,937	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,385,611	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	10,619,345	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	11,002,006	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,719,249	Flood vent having a panel	Active	Smart Vent Products LLC
Smart Vent Products LLC	9,909,302	Flood vent having a panel	Active	Smart Vent Products LLC

US Pending Patent Applications

Owner	Title	Application Number	Filing Date	Status
Smart Vent Products LLC	Flood vent having a panel	17/307,229	5/4/2021	Pending

Foreign Patents



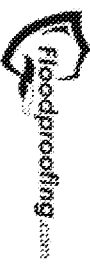
Owner	Title	Country	Status	Patent Number
Smart Vent Products LLC	Flood vent having a panel	GB	Active	2,545,345
Smart Vent Products LLC	Flood vent having a panel	GB	Active	2,576,476
Smart Vent Products LLC	Flood vent having a panel	GB	Active	2,586,182
Smart Vent Products LLC	Flood vent having a panel	GB	Active	2,567,310
Smart Vent Products LLC	Flood vent having a panel	AU	Active	2018/220090
Smart Vent Products LLC	Flood vent having a panel	AU	Active	2016/269553

Foreign Pending Patent Applications



None.

SCHEDULE B
TRADEMARKS

U. S. Registered Trademarks

Owner	Serial Number	Application Date	Registration Number	Registration Date	Mark
Smart Vent Products LLC	75415711	1998-09-01	2464134	26-06-2001	SMART VENT
Smart Vent Products LLC	86882166	21-01-2016	5182813	11-04-2017	
Smart Vent Products LLC	87203196	14-10-2016	5257874	01-08-2017	HURRIBOND
Smart Vent Products LLC	87888973	23-04-2018	5854400	10-09-2019	
Risk Reduction Plus Group, Inc.	86341181	18-07-2014	4937500	12-04-2016	RISK REDUCTION PLUS GROUP
Smart Product Innovations LLC	87923507	16-05-2018	5875193	01-10-2019	
Smart Product Innovations LLC	87872414	11-04-2018	6241793	05-01-2021	FLOODPROOFING.COM
Smart Product Innovations LLC	88983706	20-09-2018	6680286	22-03-2022	FREEDOM FLOOD VENT





U.S. Trademark Applications

Owner	Application No.	Application Date	Status	Mark
Smart Vent Products LLC	97186898	23-12-2021	Allowed	ENGINEERED TO PROTECT
Risk Reduction Plus Group, Inc.	97499605	12-07-2022	Published	 Risk Reduction Plus GROUP
Smart Product Innovations LLC	97507565	18-07-2022	Pending	 FLOOD DESIGN TEAM

Foreign Trademarks

None.

Unregistered Trademarks

- 1)  SMART PRODUCT INNOVATIONS, INC.
- 2) 
- 3) 
- 4) 

SCHEDULE C
COPYRIGHTS

None.

SCHEDULE D
LICENSES

None.

4885-7390-5254.2