

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

250022-185 (2)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sportsman's Warehouse, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Utah Corp.
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as
Internal agent

Address:

Street Address: 500 W. Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60661

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 14, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath
Signature

08/21/09 Date

Date

Laura L. Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.FormsWorkflow.com

CH \$290.00 232428 77446411

Continuation
Item
4

SCHEDULE II-A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SPORTSMAN'S WAREHOUSE, INC.

I. TRADEMARK REGISTRATIONS

Trade Marks	Registration Number	Date
Elk Hunter	3,172,144	11/14/2006
Lost River	3,027,552	12/13/2005
Lost River	3,095,578	5/23/2006
Sportsman Lite	3,354,654	12/11/2007
Sportsman's News and Design	3,060,233	2/21/2006
Sportsman's Warehouse America's Premier Outfitter and Design	3,472,243	7/22/2008
Sportsman's Warehouse Est. 1986 Outfitter and Design	3,223,766	4/3/2007
Sportsman's Warehouse Hunting Fishing Camping Reloading Outerwear Footwear and Design	2,390,988	10/3/2000
The Great Indoors For Those Who Love the Great Outdoors	3,001,204	9/27/2005
Vital Impact	2,911,265	12/14/2004

II. TRADEMARK APPLICATIONS

Trade Marks	Application Number	Date
Sportsman's Warehouse	77/446,411	4/11/2008

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

EXECUTION VERSION**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2009, is made by and among SPORTSMAN'S WAREHOUSE HOLDINGS, INC., a Utah corporation, ("Holdings"), SPORTSMAN'S WAREHOUSE, INC., a Utah corporation ("SW"), MINNESOTA MERCHANDISING CORP., a Minnesota corporation ("MMC"), PACIFIC FLYWAY WHOLESALE, INC., a Utah corporation ("PF"), SPORTSMAN'S WAREHOUSE SOUTHWEST, INC., a California corporation ("SWS"), and SPORTSMAN'S AVIATION, LLC, a Delaware limited liability corporation ("SA") (Holdings, SW, MMC, PF, SWS and SA are individually referred to herein as a "Grantor" and collectively referred to herein as the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Agent") as Agent for itself and the other lenders party to the Credit Agreement hereinafter defined (each a "Lender" and collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantors; and

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent on behalf of itself and the ratable benefit of the Lenders this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and any rights under any written agreement now owned or hereafter acquired by such Grantor granting any right with respect to any invention on which a Patent is in existence ("Patent License") including those referred to on Schedule I hereto;

(b) all of its Trademarks and any rights under any written agreement now owned or hereafter acquired by such Grantor granting any right to use any Trademark ("Trademark License") including those referred to on Schedule II hereto;

(c) all of its Copyrights and any rights now owned or hereafter acquired by such Grantor under any written agreement granting any right to use any Copyright or Copyright registration ("Copyright License") including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it does not have any federally registered interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

4. COVENANTS. Each Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) At least quarterly, within 60 days after the end of each Fiscal Quarter, each Grantor shall notify Agent in writing of any rights to any federally registered Patent, Trademark or Copyright acquired by such Grantor after the date hereof and any filings of applications for any federally registered Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency after the date hereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all commercially reasonable actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant

registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the applicable Grantor shall determine that such Patent, Trademark or Copyright is not material to the conduct of its business.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party in any material fashion, Grantors shall notify Agent promptly after any Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, to the extent commercially reasonable, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall reasonably request under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent and Lenders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

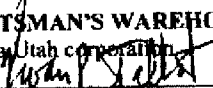
6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.


8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.


[Remainder of page intentionally left blank; signatures begin on next page.]


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTSMAN'S WAREHOUSE HOLDINGS, INC., a Utah corporation
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

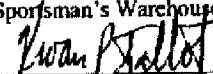
SPORTSMAN'S WAREHOUSE, INC., a Utah corporation
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

SPORTSMAN'S WAREHOUSE SOUTHWEST, INC., a California corporation
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

PACIFIC FLYWAY WHOLESALE, INC., a Utah corporation
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

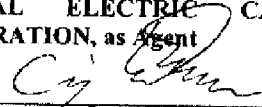
MINNESOTA MERCHANDISING CORP., a Minnesota corporation
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

SPORTSMAN'S AVIATION, LLC, a Delaware limited liability company

By: Sportsman's Warehouse Inc., its sole member
By: 
Name: Kevan Talbot
Title: Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Craig Wisbe
Title: Duly Authorized Signatory

Signature Page to Intellectual Property Security Agreement

SCHEDULE I-A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE I-B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE I-C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PACIFIC FLYWAY WHOLESALE, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE I-D
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
MINNESOTA MERCHANDISING CORP.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE I-E
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S AVIATION, LLC

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE I-F
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE II-A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE, INC.

I. TRADEMARK REGISTRATIONS

Trade Marks	Registration Number	Date
Elk Hunter	3,172,144	11/14/2006
Lost River	3,027,552	12/13/2005
Lost River	3,095,578	5/23/2006
Sportsman Lite	3,354,654	12/11/2007
Sportsman's News and Design	3,060,233	2/21/2006
Sportsman's Warehouse America's Premier Outfitter and Design	3,472,243	7/22/2008
Sportsman's Warehouse Est. 1986 Outfitter and Design	3,223,766	4/3/2007
Sportsman's Warehouse Hunting Fishing Camping Reloading Outerwear Footwear and Design	2,390,988	10/3/2000
The Great Indoors For Those Who Love the Great Outdoors	3,001,204	9/27/2005
Vital Impact	2,911,265	12/14/2004

II. TRADEMARK APPLICATIONS

Trade Marks	Application Number	Date
Sportsman's Warehouse	77/446,411	4/11/2008

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE II-C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PACIFIC FLYWAY WHOLESALE, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE II-D
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
MINNESOTA MERCHANDISING CORP.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-E
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S AVIATION, LLC

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-F
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE III-B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PACIFIC FLYWAY WHOLESALE, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-D
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
MINNESOTA MERCHANDISING CORP.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-E
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S AVIATION, LLC

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-F
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

CHI:2291829.5