

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZALE CORPORATION	05/10/2010
RECEIVING PARTY DATA	
Name:	Z INVESTMENT HOLDINGS, LLC
Street Address:	One Embarcadero Center, 39th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D528460
Patent Number:	D581828
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2129093078
Email:	susan.zablocki@kirkland.com
Correspondent Name:	Susan Zablocki
Address Line 1:	Kirkland & Ellis LLP
Address Line 2:	601 Lexington Avenue
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	38310-416
NAME OF SUBMITTER:	Susan Zablocki

CH \$80.00 D528460

Total Attachments: 16
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PATENT, INDUSTRIAL DESIGN AND TRADEMARK SECURITY AGREEMENT dated as of May 10, 2010, by and among each of: ZALE CORPORATION, a Delaware corporation (the "Borrower"), the Subsidiaries from time to time party hereto (each, including the Borrower, a "Grantor", and collectively, the "Grantors") and Z INVESTMENT HOLDINGS, LLC, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

Reference is made to (a) the Credit Agreement dated as of May 10, 2010 (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among (i) the Borrower, (ii) the Lenders party thereto and (iii) the Administrative Agent and (b) the Security Agreement dated as of May 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Grantors and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Security Agreement, as applicable. The rules of interpretation specified in Section 1.02 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent, Industrial Design and Trademark Collateral"):

(a)(i) any and all patents and patent applications, including those listed on Schedule I; (ii) all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto,

including damages and payments for past, present and future infringements thereof; (v) all rights to sue for past, present and future infringements thereof; and (vi) all rights corresponding to any of the foregoing;

(b)(i) all trademarks (including service marks), trade names, trade dress, trade styles and other source indicators, including those listed on Schedule II, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing; and

(c)(i) all Canadian industrial designs and industrial design applications, including those listed on Schedule III; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; (iii) all rights to sue for past, present and future infringements thereof; and (iv) all rights corresponding to any of the foregoing

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent, Industrial Design and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Intercreditor Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND

PERFORMANCE, THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

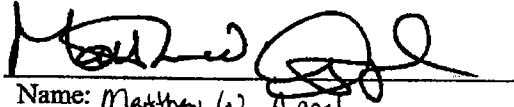
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ZALE CORPORATION,

by

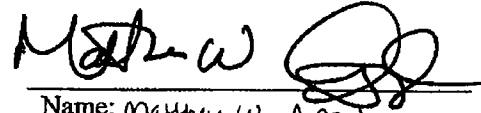
A handwritten signature in black ink, appearing to read 'Matthew W. Appel', written over a horizontal line.

Name: Matthew W. Appel
Title: Executive Vice President and Chief
Financial Officer

TXDC, L.P.,

by ZALE DELAWARE, INC., its general
partner,

by

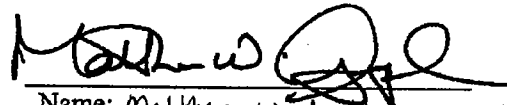
A handwritten signature in black ink, appearing to read 'Matthew W. Appel', written over a horizontal line.

Name: Matthew W. Appel
Title: ~~Executive Vice President and~~
Chief Financial Officer

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ZALE CANADA CO.,

by

A handwritten signature in black ink, appearing to read 'Matthew W. Appel', written over a horizontal line.

Name: Matthew W. Appel
Title: Executive Vice President and
Chief Financial Officer

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Z INVESTMENT HOLDINGS, LLC,

by



Name: Peter Morrow

Title:

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Patents

<u>OWNER</u>	<u>COUNTRY</u>	<u>TYPE</u>	<u>APP. NO.</u> <u>REG. NO.</u>	<u>EXPIRATION</u> <u>DATE</u>
ZALE CANADA CO.	U.S.	DESIGN PATENT	29/232,112 D528460	9/19/2020
TXDC, L.P.	U.S.	DESIGN PATENT	29/292,886 D581828	12/2/2022
TXDC, L.P.	CANADA	DESIGN PATENT	125,571	11/25/2018

Patent Applications

None.

Trademarks

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	100 YEARS OF LOVE	3,063,698	2/28/2016
TXDC, L.P.	U.S.	BE BRILLIANT	3,114,058	7/11/2016
			3,085,547	4/25/2016
TXDC, L.P.	U.S.	BELLY ICING	3,447,069	6/10/2018
TXDC, L.P.	U.S.	BODY BY PAGODA	2,929,410	3/1/2015
TXDC, L.P.	U.S.	BRILLIANT BUY & Design	2,436,208	3/20/2011
TXDC, L.P.	U.S.	BRILLIANT BUY (WORD MARK)	3,025,181	12/13/2015
TXDC, L.P.	U.S.	CELEBRATING RELATIONSHIPS SINCE 1905	3,455,127	6/24/2018
TXDC, L.P.	U.S.	CELEBRATION DIAMOND	3,412,788	4/15/2018
TXDC, L.P.	U.S.	CORRIGAN'S	1,134,849	5/6/2010
TXDC, L.P.	U.S.	DIAMOND CARD	1,338,341	5/28/2015
TXDC, L.P.	U.S.	EVERY BODY DESERVES A LITTLE ICING	3,562,705	1/13/2019
TXDC, L.P.	U.S.	EVERY DAY IS SOMEONE'S BIRTHDAY AT ZALES	2,208,503	12/8/2018
TXDC, L.P.	U.S.	GORDON'S	1,637,242	3/5/2011
TXDC, L.P.	U.S.	GORDON'S JEWELERS	1,637,241	3/5/2011
TXDC, L.P.	U.S.	GORDON'S JOYEROS	1,645,647	5/1/2011
TXDC, L.P.	U.S.	GORDON'S LASERGUARD PROTECTION	3,026,017	12/13/2015
TXDC, L.P.	U.S.	GOT GOLD? GET THREADS!	3,077,213	4/4/2016
TXDC, L.P.	U.S.	HINT, HINT...	2,446,010	4/24/2011
TXDC, L.P.	U.S.	LINZ AWARD	3,770,845	4/6/2020
TXDC, L.P.	U.S.	LOVE ROCKS BY JAGS & Design	3,565,444	1/20/2019
TXDC, L.P.	U.S.	M.Y. BEADS MAKE IT YOURS	3,454,770	6/24/2018
TXDC, L.P.	U.S.	MAKING MOMENTS LAST A LIFETIME	2,944,606	4/26/2015
TXDC, L.P.	U.S.	MISC. DESIGN (FLYING Z)	1,247,023	8/2/2013
TXDC, L.P.	U.S.	MISC. DESIGN (FLYING Z)	2,990,093	8/30/2015

Schedule II

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	MY IDEAL	2,875,350	8/17/2014
TXDC, L.P.	U.S.	PGDA	2,142,398	3/10/2018
TXDC, L.P.	U.S.	PIERCING PAGODA	2,740,056	7/22/2013
TXDC, L.P.	U.S.	PIERCING PAGODA & Design	1,641,670	4/16/2011
TXDC, L.P.	U.S.	PIERCING PAGODA+	3,012,806	11/8/2011
TXDC, L.P.	U.S.	QUALITY TRUST EXPERTISE & Design	3,390,135	2/26/2018
TXDC, L.P.	U.S.	RING OF LIFE	765,477	2/25/2014
TXDC, L.P.	U.S.	ROMANTIC CREATION	3,370,839	1/15/2018
TXDC, L.P.	U.S.	ROMANTIC CREATION. INSPIRED BY LOVE...CREATED BY YOU	3,374,374	1/22/2018
TXDC, L.P.	U.S.	SILVER & GOLD CONNECTION	2,071,655	6/17/2017
TXDC, L.P.	U.S.	THE GORDON'S DIAMOND	2,835,139	4/20/2014
TXDC, L.P.	U.S.	THE ZALES DIAMOND	2,581,578	6/18/2012
TXDC, L.P.	U.S.	TIMECHANGE	3,436,856	5/27/2018
TXDC, L.P.	U.S.	TOTALLY PAGODA	3,432,046	5/20/2018
TXDC, L.P.	U.S.	UNA COMPRA BRILLANTE	3,025,182	12/13/2015
TXDC, L.P.	U.S.	WHEN YOU'VE GOT THE PERFECT GIFT YOU KNOW IT	3,346,252	11/27/2017
TXDC, L.P.	U.S.	ZALES	1,364,390	10/8/2015
TXDC, L.P.	U.S.	ZALES	2,068,743	6/10/2017
TXDC, L.P.	U.S.	ZALES	2,133,109	1/27/2018
TXDC, L.P.	U.S.	ZALES	1,351,098	7/23/2015
TXDC, L.P.	U.S.	ZALES	720,467	8/22/2011
TXDC, L.P.	U.S.	ZALES COMPANY STORE	3,446,182	6/10/2018
TXDC, L.P.	U.S.	ZALES HOLIDAY BEAR	2,274,924	8/31/2019
TXDC, L.P.	U.S.	ZALES LA JOYERIA DE DIAMANTES	2,941,301	4/19/2015
TXDC, L.P.	U.S.	ZALES OUTLET	2,662,867	12/17/2012
TXDC, L.P.	U.S.	ZALES SIGNATURE COLLECTION	2,309,877	1/18/2020
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE	2,774,796	10/21/2013
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE (STYLIZED)	1,050,371	10/12/2016

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Schedule II

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	ZP	2,985,968	8/16/2015
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE OUTLET	2,296,939	11/30/2019
TXDC, L.P.	CANADA	PIERCING PAGODA	633,081	2/17/20
TXDC, L.P.	CANADA	SILVER & GOLD CONNECTION	620,487	9/23/19
TXDC, L.P.	CANADA	ZALES	701,820	11/27/22
TXDC, L.P.	CANADA	ZALES	213,525	4/30/21
TXDC, L.P.	CANADA	ZALES	626,905	11/26/19
TXDC, L.P.	CANADA	ZALES & Design	626,731	11/25/19
TXDC, L.P.	CANADA	ZALES THE DIAMOND STORE OUTLET	627,184	12/1/19
TXDC, L.P.	CANADA	ZC	653,557	11/25/20
TXDC, L.P.	CANADA	ZCDS	645,341	8/4/20
ZALE CANADA CO.	CANADA	ARCTIC IDEAL	645,250	08/02/2020
ZALE CANADA CO.	CANADA	ARIANNA	601,375	02/04/2019
ZALE CANADA CO.	CANADA	COLLECTORS 1	247,729	7/4/2010
ZALE CANADA CO.	CANADA	CROWN DESIGN	407,911	2/12/2023
ZALE CANADA CO.	CANADA	FASHION COMES FULL CIRCLE	743,567	7/26/2024
ZALE CANADA CO.	CANADA	FOR PEOPLE WHO LOVE DIAMONDS	433,001	09/09/2024
ZALE CANADA CO.	CANADA	JEWELLER'S WORKSHOP & Design	546,105	6/1/2016
ZALE CANADA CO.	CANADA	LES BIJOUTIERS DIAMANTAIRES PEOPLES	278,507	3/31/2013
ZALE CANADA CO.	CANADA	MACKENZIE	UCA11718	9/30/2013
ZALE CANADA CO.	CANADA	MACKENZIE'S & Design	140,778	6/11/2010
ZALE CANADA CO.	CANADA	Maple Leaf & Circular Geometric Design	758,355	1/29/2025

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Schedule II

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE CANADA CO.	CANADA	MAPPINS	605,395	3/16/2019
ZALE CANADA CO.	CANADA	MAPPIN'S	574,844	1/31/2018
ZALE CANADA CO.	CANADA	MAPPINS & Design	605,424	3/16/2019
ZALE CANADA CO.	CANADA	MAPPINS & CHINESE CHARACTERS & Design	605,118	3/15/2019
ZALE CANADA CO.	CANADA	PEOPLES	183,418	5/26/2017
ZALE CANADA CO.	CANADA	PEOPLES II	645,031	7/28/2020
ZALE CANADA CO.	CANADA	PEOPLES ANGELS FOUNDATION & Design	520,666	12/16/2014
ZALE CANADA CO.	CANADA	PEOPLES - BRINGING PEOPLE CLOSER FOR OVER 75 YEARS	448,734	10/6/2010
ZALE CANADA CO.	CANADA	PEOPLES CANADA'S DIAMOND STORE SINCE 1919 & Design	750,553	10/20/24
ZALE CANADA CO.	CANADA	PEOPLES CANADIAN DIAMOND	639,719	5/12/20
ZALE CANADA CO.	CANADA	PEOPLES & CHINESE CHARACTERS DESIGN	501,614	9/30/13
ZALE CANADA CO.	CANADA	PEOPLES CREDIT	UCA12368	4/18/14
ZALE CANADA CO.	CANADA	PEOPLES & Design	183,249	5/19/17
ZALE CANADA CO.	CANADA	PEOPLES DIAMOND	605,256	3/16/19
ZALE CANADA CO.	CANADA	PEOPLES - FOR EVERYONE	445,967	8/11/10
ZALE CANADA CO.	CANADA	PEOPLES JEWELLERS	246,037	6/6/10
ZALE CANADA CO.	CANADA	PEOPLES JEWELLERS THE DIAMOND PEOPLE	278,511	3/31/13
ZALE CANADA CO.	CANADA	PEOPLES THE DIAMOND STORE	466,305	11/26/11
ZALE CANADA CO.	CANADA	ROYAL PAIR	UCA11770	4/18/14
ZALE CANADA CO.	CANADA	THE DIAMOND PEOPLE PEOPLES	401,130	8/7/22

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Schedule II

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE CANADA CO.	CANADA	THE EXCLUSIVE MAPPINS CANADIAN DIAMOND	644,129	7/12/20
ZALE CANADA CO.	CANADA	THE EXCLUSIVE PEOPLES LOVE BAND	639,609	5/11/20
ZALE CANADA CO.	CANADA	THE MAPPINS PREMIER DIAMOND	645,133	7/29/20
ZALE CANADA CO.	CANADA	THE MAPPINS ROYAL DIAMOND	645,436	8/8/20
ZALE CANADA CO.	CANADA	THE MAPPINS SUPERIOR DIAMOND	645,279	8/3/20
ZALE CANADA CO.	CANADA	THE PEOPLES CROWN DIAMOND	645,195	8/2/20
ZALE CANADA CO.	CANADA	THE PEOPLES ELITE DIAMOND	639,537	5/10/20
ZALE CANADA CO.	CANADA	THE PEOPLES PRESTIGE DIAMOND	639,538	5/10/20
ZALE CANADA CO.	CANADA	WHEN WORDS ARE NOT ENOUGH	416,756	9/10/23
ZALE CANADA CO.	CANADA	YOUNG'S JEWELLERS	541,076	2/12/16
ZALE DELAWARE, INC.	CANADA	BRILLIANT BUY & Design	558,353	2/22/2017
ZALE DELAWARE, INC.	CANADA	GORDON'S	583,119	6/5/2018
ZALE DELAWARE, INC.	CANADA	GORDON'S JEWELERS	583,128	6/5/2018
ZALE DELAWARE, INC.	CANADA	ZALES	508,167	2/19/14
ZALE DELAWARE, INC.	CANADA	ZALES THE DIAMOND STORE design	583,129	5/5/18

Trademark Applications

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NO.</u>
TXDC, L.P.	U.S.	AMERICA'S DIAMOND STORE	77/933,325

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Schedule II

OWNER	COUNTRY	MARK	APP. NO.
TXDC, L.P.	U.S.	BRILLIANT VALUE	77/787,441
TXDC, L.P.	U.S.	C & Design	77/787,445
TXDC, L.P.	U.S.	CELEBRATE HER FOREVER	77/259,071 77/259,081
TXDC, L.P.	U.S.	DELICIOUSLY YOURS	77/846,886
TXDC, L.P.	U.S.	ECOLOGIE	77/741,001
TXDC, L.P.	U.S.	ECOLOGIE & Design (w/ Butterfly)	77/830,594
TXDC, L.P.	U.S.	ECOLOGIE	77/740,999
TXDC, L.P.	U.S.	ECOLOGY	77/572,085 77/572,081
TXDC, L.P.	U.S.	GET INSPIRED	85/012,836
TXDC, L.P.	U.S.	Miscellaneous Design (Ecologie Butterfly Design)	77/832,411
TXDC, L.P.	U.S.	SAY I LOVE YOU LIKE NEVER BEFORE	77/823,936
TXDC, L.P.	U.S.	THIS HOLIDAY SAY I LOVE YOU LIKE NEVER BEFORE	77/823,903
TXDC, L.P.	U.S.	WISH UPON A DIAMOND	77/823,944
TXDC, L.P.	U.S.	Z-OSK	77/485,388
TXDC, L.P.	PUERTO RICO	BE BRILLIANT	66,234 66,224
TXDC, L.P.	CANADA	Z-OSK	1,404,230
ZALE CANADA CO.	CANADA	BRILLIANT VALUE	1,446,083
ZALE CANADA CO.	CANADA	BRILLIANT VALUE	1,445,055
ZALE CANADA CO.	CANADA	CELEBRATION CANADIAN DIAMOND & Design	1,403,667
ZALE CANADA CO.	CANADA	LOVE CHANGES EVERYTHING	1,456,672
ZALE CANADA CO.	CANADA	PEOPLES THE DIAMOND STORE SINCE 1919 & Design	1,475,161
ZALE CANADA CO.	CANADA	PEOPLES LE MAGASIN DE DIAMANT DU CANADA DEPUIS 1919 & DESIGN	1,406,481
ZALE	CANADA	SAY "I LOVE YOU" LIKE	1,457,149

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Schedule II

OWNER	COUNTRY	MARK	APP. NO.
CANADA CO.		NEVER BEFORE	
ZALE CANADA CO.	CANADA	THIS HOLIDAY SAY "I LOVE YOU" LIKE NEVER BEFORE	1,457,144
ZALE CANADA CO.	CANADA	WEDDING DAY	1,270,667

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Industrial Designs

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE CANADA CO.	CANADA	DIAMOND DESIGN PATENT	111,357	09/29/2016

Industrial Design Applications

None.

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