

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Troxel Company		01/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	420 North 20th Street
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	A National Banking Association:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	0042650	FLEXIBLE FLYER
Registration Number:	2567709	FLEXIBLE FLYER
Registration Number:	2344458	FLEXIBLE FLYER
Registration Number:	1008433	FLEXIBLE FLYER
Registration Number:	1738359	FLEXIBLE FLYER
Registration Number:	0055077	FLEXIBLE FLYER
Registration Number:	1980232	BUMP-N-GLIDE
Registration Number:	0876934	CHEYENNE
Registration Number:	1536514	CLIP-CLOP
Registration Number:	1338176	CLIPPETY CLOP
Registration Number:	1382466	COMANCHE
Registration Number:	1987654	CONTROL TOWER
Registration Number:	2610649	CORKSCREW
Registration Number:	1440542	COTTON CANDY

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Registration Number:	2631380	CUDDLE BEAR
Registration Number:	1852494	DANIEL BOONE
Registration Number:	2688266	MAGIC MIST
Registration Number:	1472155	MISS LILAC
Registration Number:	1845759	MOUNTAINEER
Registration Number:	2173961	MY FIRST SWING SET
Registration Number:	0876441	RAWHIDE
Registration Number:	1764670	ROCKET RIDER
Registration Number:	2078160	SAFE-T
Registration Number:	1604839	SHADOW
Registration Number:	1974346	STAR CRUISER
Registration Number:	1442013	STAR MISS
Registration Number:	1428568	SUPER ARCH
Registration Number:	2411582	TEETER TWIRL
Registration Number:	1021750	WALK-R-RIDE
Registration Number:	2557329	WHIRLY TWIRL
Registration Number:	1062348	WONDER
Registration Number:	2338585	ZOOM 'N SLIDE
Registration Number:	2643139	FLEXIBLE FLYER SINCE 1889
Serial Number:	76599446	FLEXIBLE FLYER
Registration Number:	0876932	WHITE STAR

CORRESPONDENCE DATA

Fax Number: (205)244-5714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 205-458-5284
Email: ivincent@burr.com
Correspondent Name: India E. Vincent, Esq.
Address Line 1: 420 North 20th Street
Address Line 2: 3100 Wachovia Tower
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	1824-6566
NAME OF SUBMITTER:	India E. Vincent, Esq.
Signature:	/iev - b&f/
Date:	01/27/2006

Total Attachments: 11

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 12th day of January, 2006, between **The Troxel Company**, a Delaware corporation (the "Assignor") having an address of 11495 Highway 57, Moscow, Tennessee 38057, and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, having an office at 420 North 20th Street, Birmingham, Alabama 35203 (the "Lender").

WITNESSETH:

WHEREAS, Assignor has requested that Lender make available certain credit facilities to it pursuant to a Loan and Security Agreement between Lender and Assignor dated October 31, 2003, as amended by amendment bearing even date herewith (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make said credit facilities available to Assignor, provided the Assignor executes and delivers to Lender this Copyright and Trademark Security Agreement as additional collateral for the Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor desires to execute and deliver in favor of Lender this Copyright and Trademark Security Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations and the Guaranty Agreement, the Assignor hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Assignor, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications of Assignor, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) all copyrights, copyrighted materials, copyright registrations, and copyright applications of Assignor, including, without limitation, the copyrights and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from

time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyrighted materials, copyright registrations, and copyright applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Copyrights");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(d) all proceeds of the foregoing.

3. The Assignor represents and warrants that except as set forth in Schedule A:

(a) To the best of its knowledge, each of the Copyrights and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign copyrights and trademarks), enforceable against Assignor and all third Persons in accordance with its terms;

(c) No claim has been made with the Assignor that the use of any of the Copyrights and Trademarks does or may violate the rights of any third person; and

(d) The Assignor has the unqualified right to enter into this Agreement and perform its terms.

4. The Assignor covenants and agrees that, (i) except as set forth in Schedule A and (ii) as to the FLEXIBLE FLYER marks applicable to the United States for subsections (c) through (f) below:

(a) To the best of its knowledge, each of the Copyrights and Trademarks is valid and enforceable;

(b) To the best of its knowledge, the Assignor is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the Exclusive Trademark License Agreement, a copy of which is attached as Exhibit A and its obligations under the Asset Purchase Agreement with FF Acquisition Corp. dated December 2, 2005, to grant licenses as set forth in Section 1 thereof;

(c) The Assignor will preserve the integrity of the Copyrights by causing the same to be protected by appropriate notice or marking to give notice of the nature of the copyright protection afforded to them, all as required by federal and state law (including common law);

(d) The Assignor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(e) The Assignor will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(f) The Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Copyrights and Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office from time to time as required by law.

5. The Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Assignor's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Assignor shall obtain rights to any new copyright or trademarks, or become entitled to the benefit of any trademark or copyright application or trademark or copyright or any renewal of any Copyright or Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Assignor shall give to Lender prompt notice thereof in writing.

7. The Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future copyrights and trademarks and related applications within the definition of Copyrights or Trademarks under paragraph 2 or paragraph 6 hereof.

8. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Delaware. Upon such event, without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which Assignor hereby waives, collect directly any payments due the Assignor or Assignor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Assignor hereby agrees that ten (10) days written notice to the Assignor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Assignor, which right the Assignor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. If any deficiency shall arise, the Assignor and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

9. The Assignor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following: to endorse the Assignor's name on all applications documents, papers and instruments necessary for Lender to use the Copyrights or Trademarks, or to grant or issue any exclusive or nonexclusive license under the Copyrights or Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Assignor all releases and other instruments to terminate Lender's security interest in the Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Assignor on demand by Lender and shall bear interest at the Default Rate prescribed in the Loan Agreement.

12. As to the FLEXIBLE FLYER marks applicable to the United States, the Assignor shall use its best efforts to detect any infringers of the Copyrights or Trademarks and shall notify Lender in writing of infringements detected. The Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any copyright or trademark application of the Copyrights or Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Copyrights or Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Copyrights and Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Copyrights and Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Assignor. When there has been active use of a copyright or trademark, the Assignor shall not abandon any right to file a copyright or trademark application, or any pending copyright or trademark application or trademark without the consent of Lender, which consent shall not be unreasonably withheld.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, if the Assignor fails to avert known infringements of the copyrights or trademarks, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Copyrights or Trademarks and any license thereunder, in which event the Assignor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the

exercise of Lender's rights under this paragraph 13. Nothing herein shall be deemed to prohibit the Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If the Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Assignor's name or in Lender's name, but at the Lender's expense, and the Assignor agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Copyrights and Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan 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. All of Lender's rights and remedies with respect to the Copyrights or Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Notice of acceptance hereof is hereby waived by the Assignor.

21. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

22. THE ASSIGNOR AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COPYRIGHTS OR THE TRADEMARKS.

23. The Assignor may assign its rights and obligations hereunder to its wholly owned subsidiary, Troxel Products, LLC, which by its signature below agrees to be bound by all the terms of this Agreement in the event of such assignment.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR

THE TROXEL COMPANY

By: Bruce Miller
Its: Secretary

Witnesses:

Steph Wilford
Hope Glover

TROXEL PRODUCTS, LLC

By: Bruce Miller
Title: Secretary

Witnesses:

Steph Wilford
Hope Glover

Accepted in Birmingham, Alabama

WACHOVIA BANK, NATIONAL
ASSOCIATION
("Lender")

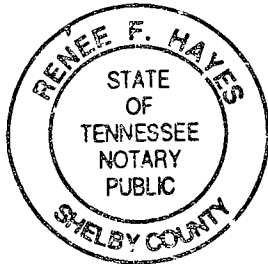
By: Carole Strong
Its: Vice President

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, the undersigned authority, on this day personally appeared Bruce E. Miller, whose name as Secretary of The Troxel Company, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of January, 2006.



My Comm. Exp. 12-30-07

Renee F. Hayes
Notary Public
My Commission Expires: _____

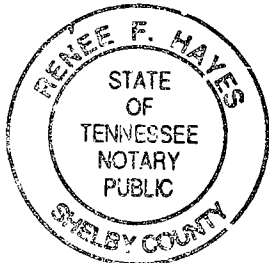
[NOTARIAL SEAL]

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, the undersigned authority, on this day personally appeared Bruce E. Miller, whose name as Secretary of Troxel Products, LLC, a Delaware limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of January, 2006.



My Comm. Exp. 12-30-07

Renee F. Hayes
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF Alabama)
COUNTY OF Jefferson)

BEFORE ME, the undersigned authority, on this day personally appeared Carole Stone, whose name as Vice President of Wachovia Bank, National Association, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of January, 2006.

George Ann Bolen
Notary Public
My Commission Expires: 8/5/06

[NOTARIAL SEAL]

Schedule A				
Mark	Country	Status ¹	Reg. No./App No.	Appln./Reg. Date
Flexible Flyer	USA	Registered	42,650	May 17, 1904
Flexible Flyer	USA	Registered	2,567,709	May 7, 2002
Flexible Flyer	USA	Registered	2,344,458	Apr. 25, 2000
Flexible Flyer & Arrow Design	USA	Registered	1,008,433	Apr. 8, 1975
Flexible Flyer & Design	USA	Registered	1,738,359	Dec. 8, 1992
Flexible Flyer & Eagle Design	USA	Pending	76/599,446	June 25, 2004
Flexible Flyer (Stylized)	USA	Registered	55,077	Aug. 7, 1906
Flexible Flyer Creating Fun Since 1889 & Eagle Design	USA	Unfiled		
Flexible Flyer	Canada	Registered	TMDA0010664	March 21, 1906
Bump N Glide	USA	Registered	1,980,232	June 11, 1996
Cheyenne	USA	Registered	876,934	Aug. 22, 1969
Clip Clop	USA	Registered	1,536,514	Nov. 16, 1994
Clippety Clop	USA	Registered	1,338,176	May 28, 1985
Comanche	USA	Registered	1,382,466	Feb. 11, 1986
Control Tower	USA	Registered	1,987,654	July 16, 1996
Corkscrew	USA	Registered	2,610,649	Aug. 20, 2002
Cotton Candy	USA	Registered	1,440,542	May 26, 1987
Country Clubhouse	USA	Expired	1,905,087	July 11, 1995

¹Although many of the registrations may currently be in force, it is possible that one or more of the marks may have been abandoned due to non-use by one or more prior owners and with the result that any registration(s) therefor would be susceptible to cancellation by a third party; or that Troxel may not be able to keep the registrations in force in the future or enforce the marks against infringement by a third party. Further, Troxel does not currently know the litigation, prosecution, use or other history of these marks or any registrations therefor, and it may be possible that a past owner entered into a covenant not to sue with a third party, released a third party from a claim of infringement, or entered into some other covenant with a third party which may adversely affect any mark or right or claim associated with any mark. Also, Troxel's predecessor, FF Acquisition, would not warrant the validity, enforceability, or ownership of these or any of the other intellectual property assets acquired by Troxel; however, we note that the assets were purchased via the Bankruptcy Court with the protections afforded by the Court's order concerning at least Troxel's ability to take title free and clear of any rights, claims, liens, etc. of any other party.

Mark	Country	Status	Reg. No./App No.	Appln./Reg. Date
Cuddle Bear Baby Swing	USA	Registered	2,631,380	Oct. 8, 2002
Daniel Boone	USA	Registered	1,852,494	Sept. 6, 1994
Lumberjack		Expired		
Magic Mist Paint System	USA	Registered	2,688,266	Feb. 18, 2003
Miss Lilac	USA	Registered	1,472,155	Jan. 12, 1988
Mountaineer	USA	Registered	1,845,759	July 19, 1994
My First Swing Set	USA	Registered	2,173,961	July 14, 1998
Rawhide	USA	Registered	876,441	Aug. 29, 1969
Rocket Rider	USA	Registered	1,764,670	Apr. 13, 1993
Safe-T	USA	Registered	2,078,160	July 8, 1997
Shadow	USA	Registered	1,604,839	July 3, 1990
Star Cruiser	USA	Registered	1,974,346	May 14, 1996
Star Miss	USA	Registered	1,442,013	June 9, 1987
Super Arch	USA	Registered	1,428,568	Feb. 10, 1987
Teeter Twirl	USA	Registered	2,411,582	Dec. 5, 2000
The Wonder Pony	USA	Expired	606,674	June 20, 1995
Walk-R-Ride	USA	Registered	1,021,750	Sept. 30, 1975
Whirly Twirl	USA	Registered	2,557,329	Apr. 2, 2002
White Star	USA	Registered	876,932	Sept. 16, 1969
Wonder	USA	Registered	1,062,348	Mar. 29, 1977
Zoom-N-Slide	USA	Registered	2,338,585	Apr. 4, 2000
Amusement Center	Canada	Registered	487,856	Jan. 20, 1998
Bump N Glide	Canada	Registered	460,548	July 26, 1996
Cuddle Bear	Canada	Registered	592,127	Oct. 10, 2003
Glide Guard	Canada	Registered	486,650	Dec. 9, 1997
Kiddy Cabby	Canada	Registered	421,917	Jan. 7, 1994
Magic Mist	Canada	Registered	590,378	Sept. 22, 2003
Miami Miss	Canada	Expired	359,569	Aug. 18, 1989
Race N Ride	Canada	Registered	539,569	Jan. 12, 2001
Rocket Rider	Canada	Registered	437,639	Dec. 30, 1994

Mark	Country	Status	Reg. No./App No.	Appln./Reg. Date
Safe-T	Canada	Registered	774,826	Apr. 26, 1996
Sky Surfer	Canada	Registered	413,444	June 11, 1993
Spectracoat	Canada	Registered	590,682	Sept. 24, 2003
Star Cruiser	Canada	Registered	460,547	July 26, 1996
Galloping Fury		Expired		
Kiddie	USA	Expired	787,086	March 23, 1965
Race 'N Ride		Expired		
Scootrike	USA	Expired	2,255,188	June 22, 1999
Flexible Flyer	Benelux	Registered	476004	Jan. 8, 1990
Flexible Flyer	Denmark	Registered	VR6491/1992	July 24, 2012
Flexible Flyer & Design	Denmark	Registered	VR11106 1992	Dec. 4, 1992
Flexible Flyer	European Community	Registered	1263722	Feb. 6, 2001
Flexible Flyer & Design	European Community	Registered	1263813	May 8, 2001
Flexible Flyer	Germany	Registered	1171376	Jan. 25, 1991
Flexible Flyer	Ireland	Registered	153757	Dec. 6, 1994
Flexible Flyer & Design	Ireland	Registered	153758	Feb. 28, 1992
Flexible Flyer	Italy	Registered	562226	Feb. 27, 1992
Flexible Flyer & Design	Italy	Registered	562225	Feb. 27, 1992
Flexible Flyer	Mexico	Registered	702180	Apr. 16, 2001
Flexible Flyer	Spain	Registered	1516037	May 5, 1992
Flexible Flyer/Since 1889/Flexible Flyer & Design	USA	Registered	2643139	Oct. 29, 2002