OP \$2340.00 8613938

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Randa Accessories Leather Goods LLC		06/14/2017	Limited Liability Company: DELAWARE
Swank Holdings, Inc.	FORMERLY Swank, Inc.	06/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue, 9th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Serial Number:	86139389	A NOVEL IDEA
Serial Number:	86650823	AMERICAN TAILGATE
Serial Number:	86650837	AMERICAN TAILGATE
Serial Number:	86650183	AMERICAN TAILGATE
Serial Number:	86650199	AMERICAN TAILGATE
Serial Number:	86650489	AMERICAN TAILGATE
Serial Number:	86650517	AMERICAN TAILGATE
Serial Number:	86650699	AMERICAN TAILGATE
Serial Number:	86650735	AMERICAN TAILGATE
Serial Number:	86977140	AMERICAN TAILGATE
Serial Number:	86650762	AMERICAN TAILGATE
Serial Number:	86650793	AMERICAN TAILGATE
Serial Number:	86683807	BELT LAB
Serial Number:	86686429	BELT LAB
Serial Number:	87400850	DAMEN + HASTINGS
Serial Number:	87400811	DAMEN + HASTINGS
Serial Number:	87400800	DAMEN + HASTINGS
Serial Number:	87400829	DAMEN + HASTINGS

900410054 REEL: 006086 FRAME: 0447

TRADEMARK_

Property Type	Number	Word Mark
Serial Number:	87398900	EXACT FIT
Serial Number:	87398910	EXACT FIT
Serial Number:	86882635	FRESHKEEP
Serial Number:	85954106	GET ESSENTIAL
Serial Number:	85953885	GET ESSENTIAL
Serial Number:	85953932	GET ESSENTIAL
Serial Number:	85953984	GET ESSENTIAL
Serial Number:	85954050	GET ESSENTIAL
Serial Number:	85954068	GET ESSENTIAL
Serial Number:	85954091	GET ESSENTIAL
Serial Number:	86497204	HEAT EDGE
Serial Number:	86488338	HEAT EDGE
Serial Number:	86433479	INTELI TOUCH
Serial Number:	86433497	INTELI TOUCH
Serial Number:	86496040	INTELI TOUCH
Serial Number:	86496050	INTELI TOUCH
Serial Number:	86694709	OH!WOW
Serial Number:	86688335	OH!WOW
Serial Number:	86688032	OH!WOW
Serial Number:	86688082	OH!WOW
Serial Number:	86688129	OH!WOW
Serial Number:	86688149	OH!WOW
Serial Number:	86159447	OH!WOW
Serial Number:	86688310	OH!WOW
Serial Number:	87150301	PRESENTVILLE
Serial Number:	87150307	PRESENTVILLE
Serial Number:	87150313	PRESENTVILLE
Serial Number:	87150332	PRESENTVILLE
Serial Number:	87150338	PRESENTVILLE
Serial Number:	87150342	PRESENTVILLE
Serial Number:	87150375	PRESENTVILLE
Serial Number:	87150295	PRESENTVILLE
Serial Number:	86157977	RANDAB2B
Serial Number:	86161437	RANDAB2B
Serial Number:	74571457	REWARD
Serial Number:	75011330	REWARD
Serial Number:	87400769	
Serial Number:	87400714	
		TDADEMADIA

Property Type	Number	Word Mark
Serial Number:	87400684	
Serial Number:	87400752	
Serial Number:	87401161	SOFA SNUGGLER
Serial Number:	86882616	TRACKLOCK
Serial Number:	86371135	WEMBLEY
Serial Number:	86359883	WEMBLEY
Serial Number:	86359896	WEMBLEY
Serial Number:	86359909	WEMBLEY
Serial Number:	86359916	WEMBLEY
Serial Number:	86025864	WEMBLEY
Serial Number:	86977122	WEMBLEY
Serial Number:	75134620	WEMBLEY
Serial Number:	86359926	WEMBLEY
Serial Number:	86359933	WEMBLEY
Serial Number:	73356157	WEMBLEY
Serial Number:	86359953	WEMBLEY
Serial Number:	86665893	WEMBLEY
Serial Number:	86359964	WEMBLEY
Serial Number:	86326139	WEMCO
Serial Number:	86325934	WEMCO
Serial Number:	86325959	WEMCO
Serial Number:	86326031	WEMCO
Serial Number:	86326049	WEMCO
Serial Number:	86326066	WEMCO
Serial Number:	86326087	WEMCO
Serial Number:	86977014	WEMCO
Serial Number:	86326099	WEMCO
Serial Number:	86326113	WEMCO
Serial Number:	86977015	WEMCO
Serial Number:	72393007	
Serial Number:	72130511	GRAND PRIX
Serial Number:	75851625	POCKET SLIMS
Serial Number:	72266179	RAIN CANE
Serial Number:	72048879	SWANK
Serial Number:	75069420	SWANK
Serial Number:	72132595	SWANK
Serial Number:	71363739	SWANK

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617324

Email: sbertino@velaw.com
Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Shannon Bertino
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	06/19/2017

Total Attachments: 15

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AMENDMENT AND REAFFIRMATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT AND REAFFIRMATION OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 14, 2017, by RANDA ACCESSORIES LEATHER GOODS LLC, a Delaware limited liability company (the "Company"), SWANK HOLDINGS, INC., a Delaware corporation formerly known as Swank, Inc. ("Swank", and together with the Company, the "Grantors", and each individually, a "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent under the Patent and Trademark Security Agreement (as defined below) (in such capacity, together with any successors and assigns, the "Administrative Agent") for the benefit of itself, the Lenders and the other Secured Parties under that certain Credit Agreement (as defined below).

RECITALS:

WHEREAS, the Grantors, certain Affiliates of the Grantors, the Administrative Agent, and the financial institutions from time to time party thereto are parties to that certain Credit Agreement dated as of May 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors, certain Affiliates of the Grantors and the Administrative Agent entered into that certain Pledge and Security Agreement dated as of May 17, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in connection with the Credit Agreement.

WHEREAS, the Grantors entered into that certain Patent and Trademark Security Agreement dated as of May 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement") in connection with the Security Agreement.

WHEREAS, pursuant to the Credit Agreement, the Patent and Trademark Security Agreement and the Security Agreement, as collateral security for all of the Secured Obligations, each Grantor has pledged and assigned to the Administrative Agent, and granted to the Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties a continuing security interest in all of its Trademarks and Patents, including, without limitation, the applications and registrations thereof and all proceeds thereof (collectively, the "Collateral").

WHEREAS, each Grantor desires to amend certain provisions of the Patent and Trademark Security Agreement and reaffirm its obligations under the Patent and Trademark Security Agreement on the terms and conditions herewith in connection with the Credit Agreement, the Patent and Trademark Security Agreement and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement or the Credit Agreement, as the case may be.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendments to the Patent and Trademark Security Agreement.

- (a) <u>Specified Trademarks</u>. By executing and delivering this Agreement, each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks described on <u>Schedule 1</u> attached hereto (the "<u>Specified Trademarks</u>"), subject to the terms and conditions of the Security Agreement and the Patent and Trademark Security Agreement. Schedule 1 of the Patent and Trademark Security Agreement is hereby replaced in its entirety with <u>Schedule 1</u> attached hereto and <u>Schedule 1</u> attached hereto shall be deemed to be the attached Schedule 1 to the Patent and Trademark Security Agreement as of the date hereof.
- (b) <u>Specified Patents</u>. By executing and delivering this Agreement, each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Patents described on <u>Schedule 2</u> attached hereto (the "<u>Specified Patents</u>"), subject to the terms and conditions of the Security Agreement and the Patent and Trademark Security Agreement. Schedule 2 of the Patent and Trademark Security Agreement is hereby replaced in its entirety with <u>Schedule 2</u> attached hereto and <u>Schedule 2</u> attached hereto shall be deemed to be the attached Schedule 2 to the Patent and Trademark Security Agreement as of the date hereof.
- SECTION 3. Reaffirmations. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Patent and Trademark Security Agreement, and the terms and provisions (unless amended pursuant to this Agreement) of the Patent and Trademark Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. Each Grantor hereby reaffirms and confirms its obligations to the Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties under the Patent and Trademark Security Agreement and acknowledges that the security interest in the Collateral granted thereunder shall secure all of the Secured Obligations, as amended, increased and/or extended pursuant to the Credit Agreement. As reaffirmed hereby, the Patent and Trademark Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.
- SECTION 4. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Administrative Agent of any covenant or provision of the Patent and Trademark Security Agreement, the other Loan Documents, or of any other contract or instrument between the Grantors and the Administrative Agent, and the failure of the Administrative Agent at any time or times hereafter to require strict performance by the Grantors of any provision thereof shall not waive, affect or diminish any right of the Administrative Agent to thereafter demand strict compliance therewith. The Administrative Agent hereby reserves all rights granted under the Patent and Trademark Security Agreement, the other Loan Documents, this Agreement and

any other contract or instrument between and/ or among the Grantors and the Administrative Agent.

SECTION 5. <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6. <u>APPLICABLE LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. <u>Successors and Assigns</u>. This Agreement is binding upon and shall inure to the benefit of the Grantors and the Administrative Agent and their respective successors and assigns, except the Grantors may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, other than as expressly permitted under the terms of the Loan Documents.

SECTION 8. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by fax or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. <u>Effect of Waiver</u>. No consent or waiver, express or implied, by the Administrative Agent to or for any breach of or deviation from any covenant, condition or duty by any Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. <u>Headings</u>. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE PATENT AND TRADEMARK SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GRANTORS:

RANDA ACCESSORIES LEATHER GOODS

LLC, a Delaware limited liability company

Nomes John V

Name: John J. Hastings

Title: Executive Vice President, Chief Financial

Officer, Treasurer and Assistant Secretary

SWANK HOLDINGS, INC.,

a Delaware corporation

Name: John J. Hastings

Title: Executive Vice President, Chief Financial

Officer, Secretary and Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

Name:

Ross Gilbert

Title:

Authorized Officer

of Towel Stice Mark Serial Number 86650199 86650183 86650837 86139389 86650823 Registration Number 4634106 N/A N/A N/A N/A Randa Accessories Leather Goods LLC Class of Goods 14 14 9 ∞ Country USA USA USA USA USA **Registration Date** 04-Nov-2014 03-Jun-2015 03-Jun-2015 03-Jun-2015 03-Jun-2015 Registered Allowed Allowed Allowed Allowed Status

SCHEDULE 1 SPECIFIED TRADEMARKS

					Mark
86977140	86650735	86630699	86650517	86650489	Serial Number
N/A	N/A	W/N	A/N	N/A	Registration Number
21	21	20	18	16	Randa Accessories Leather Goods LLC ation Class of Goods Coods ber
USA	USA	USA	USA	USA	Country
03-Jun-2015	03-Jun-2015	03-Jun-2015	03-Jun-2015	03-Jun-2015	Registration Date
Allowed	Allowed	Allowed	Allowed	Allowed	Status

FreshKeep	EXACT FIT	EXACT FIT	DAMEN + HASTINGS	DAMEN + HASTINGS	DAMEN + HASTINGS	DAMEN + HASTINGS	BELT LAB	BELT LAB			Mark
86882635	87398910	87398900	87400829	87400800	87400811	87400850	86686429	86683807	86650793	86650762	Serial Number
N/A	N/A	N/A	N/A	N/A	N/A	N/A	4908105	N/A	N/A	N/A	Registration Number
25	25	18	25	18	14	9	35	25	28	25	ation Class of Goods (
USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	Country
21-Jan-2016	05-Apr-2017	05-Apr-2017	06-Apr-2017	06-Apr-2017	06-Apr-2017	06-Apr-2017	01-Mar-2016	06-Jul-2015	03-Jun-2015	N/A	Registration Date
Allowed	Pending	Pending	Pending	Pending	Pending	Pending	Registered	Allowed	Allowed	Suspended	Status

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Mark	Serial Number	Registration Number	Class of Goods	Country	Registration Date	Status
GET ESSENTIAL	85954106	4589902	3	USA	19-Aug-2014	Registered
GET ESSENTIAL	85953885	5124581	14	USA	17-Jan-2017	Registered
GET ESSENTIAL	85953932	4589897	16	USA	19-Aug-2014	Registered
GET ESSENTIAL	85953984	4589898	18	NSA	19-Aug-2014	Registered
GET ESSENTIAL	85954050	4589899	20	USA	19-Aug-2014	Registered
GET ESSENTIAL	85954068	4589900	21	USA	19-Aug-2014	Registered
GET ESSENTIAL	85954091	4589901	25	USA	19-Aug-2014	Registered
HEAT EDGE	86497204	N/A	&	USA	07-Jan-2015	Allowed
HEAT EDGE	86488338	N/A	25	USA	22-Dec-2014	Allowed
INTELI TOUCH	86433479	N/A	18	USA	24-Oct-2014	Allowed
INTELI TOUCH	86433497	N/A	25	USA	24-Oct-2014	Allowed
INTELL TOUCH	86496040	N/A	18	USA	06-Jan-2015	Allowed
INTELLIOUCH	86496050	N/A	25	USA	06-Jan-2015	Allowed
ОН!WOW	86694709	N/A	8	USA	16-Jul-2015	Allowed

Published	09-Jan-2014	ASU	45	N/A	86161437	RANDAB2B
Published	06-Jan-2014	USA	35	N/A	86157977	RANDAB2B
Allowed	25-Aug-2016	USA	28	N/A	87150295	PRESENTVILLE
Allowed	25-Aug-2016	USA	25	N/A	87150375	PRESENTVILLE
Allowed	25-Aug-2016	USA	21	N/A	87150342	PRESENTVILLE
Allowed	25-Aug-2016	USA	18	N/A	87150338	PRESENTVILLE
Allowed	25-Aug-2016	USA	16	N/A	87150332	PRESENTVILLE
Allowed	25-Aug-2016	USA	14	N/A	87150313	PRESENTVILLE
Allowed	25-Aug-2016	USA	9	N/A	87150307	PRESENTVILLE
Allowed	25-Aug-2016	USA	6	N/A	87150301	PRESENTVILLE
Allowed	09-Jul-2015	USA	28	N/A	86688310	WOM;HO
Allowed	07-Jan-2014	USA	28	N/A	86159447	WOM:HO
Allowed	09-Jul-2015	USA	21	N/A	86688149	WOM;HO
Allowed	09-Jul-2015	USA	18	N/A	86688129	MOMiHO
Allowed	09-Jul-2015	USA	16	N/A	86688082	OH!WOW
Allowed	09-Jul-2015	USA	14	N/A	86688032	OH!WOW
Allowed	09-Jul-2015	USA	9	N/A	86688335	OH!WOW
Status	Registration Date	Country	Class of Goods	Registration Number	Serial Number	Mark
		LLC	Randa Accessories Leather Goods LLC	Randa A		

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(Scissors Logo)	(Scissors Logo)	(Scissors Logo)	(Scissors Logo)	REWARD	REWARD	Mark
87400752	87400684	87400714	87400769	75011330	74571457	Serial Number
N/A	N/A	N/A	N/A	2067918	2048118	Randa A Registration Number
25	18	14	9	25	18	Randa Accessories Leather Goods LLC ation Class of Goods 6 ber 6
USA	USA	USA	USA	USA	USA	Country
06-Apr-2017	06-Apr-2017	06-Apr-2017	06-Apr-2017	03-June-1997	25-Mar-2007	Registration Date
Pending	Pending	Pending	Pending	Registered	Registered	Status

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Mark	Serial Number	Registration Number	ation Class of Goods (Country	Registration Date	Status
8						
SOFA SNUGGLER	87401161	N/A	25	USA	06-Apr-2017	Pending
TrackLock	86882616	N/A	25	USA	21-Jan-2016	Allowed
WEMBLEY	86371135	4682262	8	USA	03-Feb-2015	Registered
WEMBLEY	86359883	4682236	9	USA	03-Feb-2015	Registered
WEMBLEY	86359896	4682237	11	USA	03-Feb-2015	Registered
WEMBLEY	86359909	4703716	14	USA	17-Mar-2015	Registered
WEMBLEY	86359916	4703718	16	USA	17-Apr-2015	Registered
WEMBLEY	86025864	5171809	18	USA	28-Mar-2017	Registered
WEMBLEY	86977122	4833807	18	USA	13-Oct-2015	Registered
WEMBLEY	75134620	2096108	18 & 25	USA	09-Sep-1997	Registered
WEMBLEY	86359926	4682238	20	USA	03-Feb-2015	Registered
WEMBLEY	86359933	4682239	21	USA	03-Feb-2015	Registered
WEMBLEY	73356157	1251190	25	USA	13-Sep-1983	Registered
WEMBLEY	86359953	4703724	25	USA	17-Mar-2015	Registered

Mark	Serial Number	Registration	Class of Goods	Country	Registration Date	Status
WEMBLEY	86665893	N/A	25	USA	N/A	Suspended
WEMBLEY	86359964	4820841	28	USA	29-Sep-2015	Registered
WEMCO	86326139	N/A	9	USA	01-Jul-2014	Allowed
WEMCO	86325934	N/A	11	USA	01-Jul-2014	Allowed
WEMCO	86325959	N/A	14	USA	01-Jul-2014	Allowed
WEMCO	86326031	N/A	16	USA	01-Jul-2014	Allowed
WEMCO	86326049	N/A	18	USA	01-Jul-2014	Allowed
WEMCO	86326066	N/A	20	USA	01-Jul-2014	Allowed
WEMCO	86326087	N/A	21	USA	01-Jul-2014	Allowed
WEMCO	86977014	4819928	21	USA	22-Sep-2015	Registered
WEMCO	86326099	N/A	25	USA	01-Jul-2014	Allowed
WEMCO	86326113	N/A	28	USA	01-Jul-2014	Allowed
WEMCO	86977015	4819929	28	USA	22-Sep-2015	Registered

			Swank Holdings, Inc.	s, Inc.			
Mark	Serial Number	Registration Number	Class of Goods	Country	Registration Date	Expiration Date	Status
Cobbler Design	72393007	944394	18	USA	10/10/1972	10/10/2022	Registered
GRAND PRIX	72130511	736006	14	USA	08/14/1962	08/14/2022	Registered
POCKET SLIMS	75851625	2596672	18	USA	07/23/2002	07/23/2022	Registered
RAIN CANE	72266179	842519	18	USA	01/16/1968	01/16/2018	Registered
SWANK	72048879	675988	14	USA	03/24/1959	3/24/2019	Registered
SWANK	75069420	2211415	14	USA	12/15/1998	12/15/2018	Registered
SWANK	72132595	735683	16	USA	08/07/1962	08/07/2022	Registered
SWANK	71363739	0328528	39 (U.S.)	USA	10/1/1935	10/1/2025	Registered
			25 (International)				
SWANK	86/133,796	5,142,095	25 (International)	USA	2/14/2017	2/14/2027	Registered

SCHEDULE 2 SPECIFIED PATENTS

Patents:

USA	USA	USA	Country
Randa Accessories Leather Goods LLC	Randa Accessories Leather Goods LLC	Randa Accessories Leather Goods LLC	Issuer
Box for a Pair of Belts	Box for a Pair of Belts	Box for the sale of Belts	Patent Title
D614,484	D610,000	8172080	Patent No.
29/353,224	29/343,180	12/557,213	Application No.
April 27, 2010	February 16, 2010	May 8, 2012	Issue Date
Issued	Issued	Issued	Status

Patent Applications:

USA	Country
Randa Accessories Leather Goods LLC	Issuer
Necktie With Stretch Insert	Patent Title
	Patent No.
15/223,536	Application No.
	Issue Date
Pending	Status

Schedule 2

RECORDED: 06/19/2017