

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 BERRY COMPANY, LLC		08/14/2013	LIMITED LIABILITY COMPANY: COLORADO
BERRY AGENCY LLC		08/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
WLS LLC		08/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3944900	BE
Registration Number:	4060374	BERRY
Registration Number:	4060373	BERRY
Registration Number:	3132076	BERRYADVANTAGE
Registration Number:	1605880	THE BERRY COMPANY
Registration Number:	3618351	I LOCAL INSIGHT YELLOW PAGES
Registration Number:	3508547	LOCAL INSIGHT YELLOW PAGES
Registration Number:	3805367	MOBILE MINI
Registration Number:	3775327	MOST USED DIRECTORY THE LOCAL FAVORITE
Registration Number:	4056150	THINK YELLOW, GO GREEN
Registration Number:	3999031	YELLOW PAGES YOUR WAY

TRADEMARK

Registration Number:	3620968	YOUR LINK TO LINCOLN
Registration Number:	3808653	YOUR LOCAL LEADS EXPERT

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.569.5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13055
NAME OF SUBMITTER:	Timothy D. Pecsenye
Signature:	/Timothy D. Pecsenye/
Date:	08/19/2013

Total Attachments: 65
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of August 14, 2013, is made by THE BERRY COMPANY, LLC, a limited liability company formed under the laws of the State of Colorado ("**Berry**"), BERRY AGENCY LLC, a limited liability company formed under the laws of the State of Delaware ("**Berry Agency**"), WLS LLC, a limited liability company formed under the laws of the State of Delaware ("**WLS**"; Berry, and Agency collectively, "**Grantors**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "**Lenders**") and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Lenders and each other holder of any Obligations, security interests and Liens in substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**US Registered Intellectual Property**").

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Lender and each other holder of the Obligations, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement the Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in

the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement regarding consents to and waivers regarding jurisdiction and venue, Section 16.5 of the Credit Agreement regarding indemnities by Grantors, Section 16.6 of the Credit Agreement regarding notices, Section 16.7 of the Credit Agreement regarding survival of certain provisions, Section 16.9 of the Credit Agreement regarding expenses, Section 16.10 of the Credit Agreement regarding injunctive relief and Article XII of the Credit Agreement regarding certain waivers including waivers of the rights of jury trial are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

Section 11. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Liens referred to in this Agreement and the exercise, upon the occurrence and during the continuance of an Event of Default, of any right or remedy by Agent or any Lender with respect to certain of the Intellectual Property Collateral hereunder are subject to the provisions of the Revolving Credit Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Revolving Credit Intercreditor Agreement and this Agreement with respect to (a) the priority of Liens granted to Agent in the Intellectual Property Collateral pursuant to this Agreement or (b) the rights of Agent or any Lender under this Agreement with respect to certain Intellectual Property Collateral upon the occurrence and during the continuance of an Event of Default, the terms of the Revolving Credit Intercreditor Agreement shall govern and control. Any reference in this Agreement or any Other Document to “first priority lien” or words of similar effect in describing the Liens created hereunder or under any Other Document shall be understood to refer to such priority as set forth in the Revolving Credit Intercreditor Agreement. Nothing in this Section 11 shall be construed to provide that any Borrower or Guarantor is a third party beneficiary of the provisions of the Revolving Credit Intercreditor


Agreement and the Grantors (x) agrees that, except as expressly otherwise provided in the Revolving Credit Intercreditor Agreement, nothing in the Revolving Credit Intercreditor Agreement is intended or shall impair the obligation of any Borrower or Guarantor to pay the obligations under this Agreement or any Other Document as and when the same become due and payable in accordance with their respective terms, or to affect the relative rights of the creditors of any Borrower or Guarantor, other than Agent and the Lenders as between themselves and (y) if Agent shall enforce its rights or remedies in violation of the terms of the Revolving Credit Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Agreement and the Other Documents by Agent or any Lender or assert such violation as a counterclaim or basis for set-off or recoupment against Agent or any Lender and agrees to abide by the terms of this Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it.

[Signature Pages Follow]

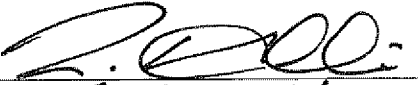
In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

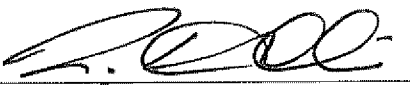
THE BERRY COMPANY, LLC

By: 
Name: Richard HALL
Title: CFO

BERRY AGENCY LLC

By: 
Name: Richard HALL
Title: CFO

WLS LLC

By: 
Name: Richard HALL
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: Basem PL
Name: Basem Pharaon
Title: VP

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

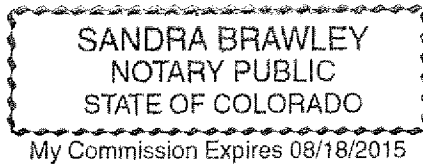
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Acknowledgment of Grantor

STATE OF CO
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THE BERRY COMPANY, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Sandra Brawley
Notary Public



Acknowledgment of Grantor

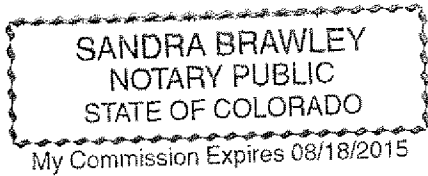
STATE OF CO

) ss

COUNTY OF Arapahoe

On this 12 day of August, 2013 before me personally appeared Richard Halle proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **BERRY AGENCY LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Sandra Brawley
Notary Public

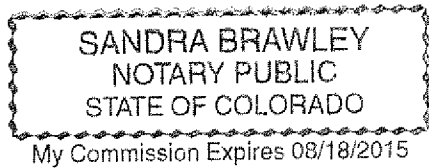


Acknowledgment of Grantor

STATE OF CO
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **WLS LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Sandra Brawley
Notary Public




**Schedule 1
to
Intellectual Property Security Agreement**

THE BERRY COMPANY, LLC


Trademark Status Chart

MARK	App./Reg. No	Owner	Goods/Services	Status
BE & design	3,944,900	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.</p>	<p>Registered 4/12/2011.</p> <p>Sections 8 & 15 Affidavits due by 4/12/2017.</p>
BERRY	4,060,374	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Telephone directory and advertising services,</p>	Registered 11/22/2011.

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>namely, promoting the goods and services of others via the preparation and dissemination of advertisements and listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites;</p>	<p>Sections 8 & 15 Affidavits due 11/22/2017.</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.	
<p>BERRY & design</p> 	4,060,373	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Telephone directory and advertising services, namely, promoting the goods and services of others via the preparation and dissemination of advertisements and listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and</p>	<p>Registered 11/22/2011.</p> <p>Sections 8 & 15 Affidavits due 11/22/2017.</p>

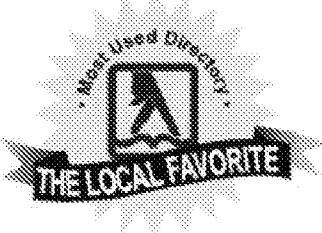
MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.</p>	
BERRYADVANTAGE	3,132,076	The Berry Company, LLC	<p>Telephone directory services, namely, preparation and placement of advertisements in classified directories; advertising; media planning, namely, advising businesses as to what media to promote themselves in and acquiring advertising space in the recommended media; marketing services, namely, conducting marketing studies; market research services; ad evaluation, namely, conducting marketing studies as to</p>	<p>Registered 8/22/2006.</p> <p>Sections 8 & 15 Affidavits filed 8/22/2012.</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			the effectiveness of advertisements; ad design and content development, namely, designing advertisements and developing content for the advertisements of others in Class 35	
THE BERRY COMPANY	1,605,880	The Berry Company, LLC	Telephone directory services, namely, preparation and placement of advertisements in classified directories; advertising and marketing services; market research services in Class 35. Publication of telephone directories in Class 41.	Registered 7/10/1990. Renewal filed 7/9/2010. Next renewal due by 7/10/2020.
i LOCAL INSIGHT YELLOW PAGES & design 	3,618,351	The Berry Company, LLC	Printed telephone directories in Class 16. Telephone directory and advertising services, namely, promoting the goods and services of others via the preparation and dissemination of advertisements and	Registered 5/12/2009. Sections 8&15 Affidavits due by 5/12/2015. (Will be abandoned)

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information,</p>	

MARK	App./Reg. No	Owner	Goods/Services	Status
			websites, key words and other resources available on a global computer network in Class 42.	
LOCAL INSIGHT YELLOW PAGES	3,508,547	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Telephone directory and advertising services, namely, promoting the goods and services of others via the preparation and dissemination of advertisements and listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p>	<p>Registered 9/30/2008.</p> <p>Sections 8&15 Affidavits due by 9/30/2014.</p> <p>(Will be abandoned)</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.</p>	
MOBILE MINI	3,805,367	The Berry Company, LLC	Printed telephone directories in Class 16.	Registered 6/22/2010. Sections 8&15 Affidavits due by 6/22/2016.
MOST USED DIRECTORY THE LOCAL FAVORITE & design	3,775,327	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Telephone directory and</p>	Registered 4/13/2010. Sections 8&15 Affidavits

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>advertising services, namely, promoting the goods and services of others via the preparation and dissemination of advertisements and listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and</p>	<p>due by 4/23/2016.</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.	
THINK YELLOW, GO GREEN	4,056,150	The Berry Company, LLC	Recycling services, namely, collection and recycling of telephone directories in Class 40.	Registered 11/15/2011. Sections 8 & 15 Affidavits due 11/15/2017.
YELLOW PAGES YOUR WAY	3,999,031	The Berry Company, LLC	Printed telephone directories in Class 16. Publication of telephone directories in Class 41.	Registered 7/19/2011 Section 8&15 Affidavits due by 7/19/2017.
YOUR LINK TO LINCOLN	3,620,968	The Berry Company, LLC	Telephone and classified directories in Class 16. Promoting the goods and services of others by disseminating print and electronic advertising directories;	Registered 5/12/2009. Sections 8&15 Affidavits due by 5/12/2015.

MARK	App./Reg. No	Owner	Goods/Services	Status
			designing advertisements and listings and placing such advertisements and listings in print and electronic classified directories; business consulting for others in the field of classified telephone directory advertising; conducting marketing research studies of demographics and customer usage patterns and statistics in the field of classified telephone directory advertising in Class 35.	
YOUR LOCAL LEADS EXPERT	3,808,653	The Berry Company, LLC	<p>Printed telephone directories in Class 16.</p> <p>Telephone directory and advertising services, namely, promoting the goods and services of others via the preparation and dissemination of advertisements and listings and via consulting services related thereto, and placing such advertisements and listings in printed publications and directories, and in on-line publications and directories; computer</p>	<p>Registered Supplemental Register 6/22/2010.</p> <p>Re-file for Registration on Principal Register after 6/22/2015.</p> <p>Sections 8&15 due by 6/22/2016.</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>services, namely, providing on-line telephone directories via the global computer network; business marketing and direct mail consulting services in Class 35.</p> <p>Publication of telephone directories in Class 41.</p> <p>Computer services and website consulting services, namely, designing, developing, hosting and maintaining the websites of others on a computer server for a global computer network; consulting and advice in the field of designing, developing, hosting, maintaining and managing online commerce websites; creating indexes of searchable information, websites, key words and other resources available on a global computer network in Class 42.</p>	

Windstream directory copyright registrations list as of 07-03-2013

<u>Registration Number</u>	<u>Registered Owner Date</u>	<u>Title</u>	<u>Registration</u>
The Berry Company, LLC 07/15/2011	Aberdeen-Pine Bluff, NC June 2011 053002		TX7401866
WLS LLC 06/06/2012	Aberdeen-Pine Bluff, NC June 2012 053002		TX7563611
The Berry Company, LLC 01/10/2011	Adel, GA October 2010 013030		TX7328786
The Berry Company, LLC 10/10/2011	Adel, GA October 2011 013030		TX7438119
WLS LLC 10/04/2012	Adel, GA October 2012 013030		TX7598835
The Berry Company, LLC 08/04/2011	Alachua, FL June 2011 012365		TX7407202
WLS LLC 06/04/2012	Alachua, FL June 2012 012365		TX7549609
The Berry Company, LLC 10/12/2011	Albany, MO October 2011 040012		TX7440139
The Berry Company, LLC 05/05/2011	Albion-West Springfield, PA March 2011 062010		TX7357878

The Berry Company, LLC 03/25/2012	Albion-West Springfield, PA March 2012 062010	TX7532055
The Berry Company, LLC 09/02/2010	Anahuac, TX August 2010 069118	TX7251219
The Berry Company, LLC 08/15/2011	Anahuac, TX August 2011 069118	TX7410972
WLS LLC 08/15/2012	Anahuac, TX August 2012 069118	TX7581965
The Berry Company, LLC 04/04/2011	Andrews, TX February 2011 069132	TX7347167
The Berry Company, LLC 03/20/2012	Andrews, TX January 2012 069132	TX7511434
The Berry Company, LLC 03/01/2011	Anson & Union Counties, NC December 2010 054746	TX7329754
The Berry Company, LLC 12/19/2011	Anson & Union Counties, NC December 2011 054746	TX7478129
The Berry Company, LLC 12/28/2012	Anson & Union Counties, NC December 2012 054746	TX 7657140
The Berry Company, LLC 11/16/2010	Apollo – Leechburg, PA October 2010 063335	TX7252163
The Berry Company, LLC 10/12/2011	Apollo – Leechburg, PA October 2011 06335	TX7440140
The Berry Company, LLC 10/06/2010	Ashland Area, KY	TX7270897

	October 2010 103351	
The Berry Company, LLC 10/12/2011	Ashland Area, KY	TX7435451
	October 2011 103351	
The Berry Company, LLC 09/12/2011	Ashtabula County, OH	TX7424468
	September 2011 056112	
The Berry Company, LLC 05/05/2011	Avery-Bogata, TX	TX7357868
	March 2011 069248	
The Berry Company, LLC 10/12/2011	Baird, TX	TX7440138
	October 2011 073238	
The Berry Company, LLC 09/22/2011	Baldwell Area, KY	TX7439844
	September 2011 103350	
WLS LLC 10/02/2012	Baldwell Area, KY	TX7613729
	September 2012 103350	
The Berry Company, LLC 09/12/2011	Beatrice, NE	TX7424434
	September 2011 044156	
The Berry Company, LLC 09/15/2011	Berea/Richmond/McKee, KY	TX7439808
	August 2011 103349	
WLS LLC 08/14/2012	Berea, KY	TX7574521
	August 2012 103349	
The Berry Company, LLC 02/06/2009	Bloomington/Hopedale, OH	TX7261876
	January 2009 057394	
The Berry Company, LLC 05/23/2011	Bloomington/Hopedale, OH	TX7392722
	April 2011 057394	

The Berry Company, LLC 04/15/2011	Bolivar, MO April 2011 040136	TX7345683
The Berry Company, LLC 03/23/2011	Burns Flat, OK January 2011 060481	TX7348894
The Berry Company, LLC 12/22/2008	Bracken, Mason & Robertson Counties, KY December 2008 103363	TX7249145
The Berry Company, LLC 05/05/2011	Bracken, Mason & Robertson Counties, KY March 2011 103363	TX7357864
The Berry Company, LLC 03/23/2012	Bracken, Mason & Robertson Counties, KY March 2012 103363	TX7532571
The Berry Company, LLC 03/31/2011	Broken Arrow, OK March 2011 059285	TX7339516
The Berry Company, LLC 03/11/2011	Brownfield, TX March 2011 069552	TX7330070
The Berry Company, LLC 03/16/2012	Brownfield, TX March 2012 069552	TX7505225
The Berry Company, LLC 01/17/2012	Burns Flat, OK January 2012 060481	TX7480167
The Berry Company, LLC 06/09/2011	Callahan, FL June 2011 012113	TX7384021
WLS LLC 06/29/2012	Callahan, FL June 2012 012113	TX7561084

WLS LLC 08/15/2012	Calvert City, KY August 2012	TX7581966
The Berry Company, LLC 09/15/2011	Calvert City/ Smithland, TX August 2011 103348	TX7439803
The Berry Company, LLC 02/15/2011	Cameron & Elk Counties, PA January 2011 064120	TX7332329
The Berry Company, LLC 12/06/2012	Cameron & Elk Counties, PA January 2012 064120	TX7470855
The Berry Company, LLC 03/05/2009	Campbellsville, KY February 2009 103369	TX7226234
The Berry Company, LLC 05/31/2011	Campbellsville, KY May 2011 103369	TX7374397
WLS LLC 06/29/2012	Campbellsville, KY May 2012 103369	TX7561110
The Berry Company, LLC 12/20/2011	Canton-Holly Springs, GA December 2011 013580	TX7468383
The Berry Company, LLC 01/02/2013	Canton, GA December 2012 013580	TX7633875
The Berry Company, LLC 03/11/2011	Carlsbad, NM March 2011 048205	TX7331163
WLS LLC 02/14/2013	Carlsbad, NM March 2013 048205	TX7668034

The Berry Company, LLC 04/04/2011	Checotah, OK April 2011 059333	TX7347166
The Berry Company, LLC 03/20/2012	Checotah, OK April 2012 059333	TX7514358
The Berry Company, LLC 07/12/2011	Citra, FL July 2011 012142	TX7404831
WLS LLC 06/22/2012	Citra, FL July 2012 012142	TX7559083
The Berry Company, LLC 08/12/2010	Clarksville, TX July 2010 069818	TX7241754
The Berry Company, LLC	Coalport/Glasgow, PA December 2009 62605	TX7241566 12/28/2009
The Berry Company, LLC	Coalport/Glasgow, PA December 2011 62605	TX7475128 12/20/2011
The Berry Company, LLC 03/08/2011	Columbia-Liberty Area, KY December 2010 103354	TX7339085
The Berry Company, LLC 01/03/2012	Columbia-Liberty Area, KY December 2011 103354	TX7490588
The Berry Company, LLC 03/16/2011	Coolidge, TX December 2010 069980	TX7349043
The Berry Company, LLC 02/25/2011	Coolville, OH November 2010 056711	TX7358784
The Berry Company, LLC 05/26/2011	Covington/Pleasant Hill, OH May 2011 056753	TX7369247

WLS LLC 05/21/2012	Covington/Pleasant Hill, OH May 2012 056753	TX7547398
The Berry Company, LLC 10/18/2010	Crocker/Dixon/Iberia/St. Elizabeth Ohio, September 2010 040522	TX7274770
The Berry Company, LLC 03/13/2009	Crossett, AR March 2009 004195	TX7268635
The Berry Company, LLC 02/10/2011	Crockett, TX October 2010 070080	TX7328781
The Berry Company, LLC 10/05/2011	Crockett, TX October 2011 070080	TX7432263
WLS LLC 10/04/2012	Crockett, TX October 2012 070080	TX7613741
The Berry Company, LLC 06/03/2011	Crossett, AR June 2011 004195	TX7373625
WLS LLC 06/29/2012	Crossett, AR June 2012 004195	TX7561223
The Berry Company, LLC 12/18/2008	Cumberland, KY December 2008 103364	TX7244799
The Berry Company, LLC 03/23/2012	Cumberland, KY March 2012 103364	TX7531842
WLS LLC 05/21/2012	Daingerfield, TX May 2012 070136	TX7569554
The Berry Company, LLC 02/12/2011	Dalton, GA	TX7318149

	January 2011	
The Berry Company, LLC 01/06/2012	Dalton, GA	TX7471904
	January 2012 014010	
The Berry Company, LLC 02/15/2011	Dalton, GA Companion	TX7332118
	January 2011 107220	
The Berry Company, LLC 02/20/2009	Delta, OH	TX7257009
	February 2009 056854	
The Berry Company, LLC 05/27/2011	Delta, OH	TX7369253
	May 2011 056854	
WLS LLC 05/21/2012	Delta, OH	TX7550675
	May 2012 056854	
The Berry Company, LLC 04/04/2011	Denton, NC	TX7347156
	February 2011 053315	
The Berry Company, LLC 03/20/2012	Denton, NC	TX7511412
	February 2012 053315	
WLS LLC 03/25/2013	Denton, NC	TX7676086
	February 2013 053315	
The Berry Company, LLC 03/11/2011	Denver City / Plains, TX	TX7333310
	March 2011 070255	
The Berry Company, LLC 03/16/2012	Denver City / Plains, TX	TX7505227
	March 2012 070255	
The Berry Company, LLC 11/13/2011	Dimmit-Tulia-Happy, TX	TX7444181
	October 2011 071951	

WLS LLC 10/4/2012	Dimmit, TX October 2012 071951	TX7598831
The Berry Company, LLC 09/22/2011	Dixon, MO September 2011 040522	TX7435362
WLS LLC 10/02/2012	Dixon, MO September 2012 040522	TX7613730
The Berry Company, LLC 02/10/2011	Doniphan, MO October 2010 040538	TX7333813
The Berry Company, LLC 10/05/2011	Doniphan, MO October 2011 040538	TX7432282
The Berry Company, LLC 10/04/2010	Douglas, GA September 2010 014070	TX7274422
The Berry Company, LLC 04/11/2012	Douglas, GA September 2011 014070	TX7533696
WLS LLC 10/02/2012	Douglas, GA September 2012 014070	TX7613589
The Berry Company, LLC 09/22/2011	Dumas/Vega/Dalhart August 2011 070325	TX7439838
WLS LLC 07/06/2012	Eclectic, GA July 2012	TX7562033
The Berry Company, LLC 03/08/2011	Effingham & Screven Counties, GA December 2010 015390	TX7332471
The Berry Company, LLC 12/19/2011	Effingham & Screven Counties, GA December 2011 015390	TX7478256

The Berry Company, LLC 12/28/2012	Effingham & Screven Counties, GA December 2012 015390	TX7649173
WLS LLC 08/23/2012	Elaine, AR October 2011 004267	TX7581142
The Berry Company, LLC 12/30/2010	Elizabethtown Area, KY December 2010 103356	TX7300906
The Berry Company, LLC 12/20/2011	Elizabethtown Area, KY December 2011 103356	TX7475125
The Berry Company, LLC 02/10/2012	Elkins, AR February 2012 004270	TX7488866
The Berry Company, LLC 12/19/2011	Ellijay, GA December 2010 014600	TX7478124
The Berry Company, LLC 12/19/2012	Ellijay, GA December 2012 014600	TX7478124
The Berry Company, LLC 03/16/2012	Elyria & Eastern Lorain County, OH February 2012 056938	TX7506646
The Berry Company, LLC 06/10/2011	Enon Valley, PA June 2011 062926	TX7373524
WLS LLC 06/04/2012	Enon Valley, PA June 2012 062926	TX7548930
The Berry Company, LLC 02/28/2011	Espanola, NM November 2010 048274	TX7332063

The Berry Company, LLC 11/17/2011	Espanola, NM November 2011 048274	TX7456187
WLS LLC 10/16/2012	Espanola, NM November 2012 048274	TX7601763
The Berry Company, LLC 08/12/2010	Fabens, TX August 2010 070479	TX7240202
The Berry Company, LLC 09/15/2011	Fabens, TX August 2011 070479	TX7439817
The Berry Company, LLC 05/23/2011	Fairfield, TX April 2011 070486	TX7383563
The Berry Company, LLC 01/30/2009	Fitzgerald, GA December 2008 014230	TX7244425
The Berry Company, LLC 03/23/2012	Fitzgerald, GA March 2012 014230	TX7532110
The Berry Company, LLC 04/15/2009	Flemingsburg, KY April 2009 103347	TX7286488
The Berry Company, LLC 07/28/2011	Flemingsburg, KY July 2011 103347	TX7410386
WLS LLC 06/29/2012	Flemingsburg, KY July 2012 103347	TX7561111
WLS LLC 08/23/2012	Florence/Stover, MO December 2011	TX7581148
The Berry Company, LLC 12/28/2009	Florence, MS	TX7241562

	October 2009 039302	
The Berry Company, LLC 11/16/2010	Florence, MS	TX7252233
	October 2010 039302	
The Berry Company, LLC 10/12/2011	Florence, MS	TX7440116
	October 2011 039302	
WLS LLC 07/06/2012	Folkston, GA	TX7562035
	June 2012 014250	
The Berry Company, LLC 03/08/2011	Fordyce, AR	TX7339138
	December 2010 004313	
The Berry Company, LLC 12/19/2011	Fordyce, AR	TX7478122
	December 2011 004313	
The Berry Company, LLC 12/28/2012	Fordyce, AR	TX7649695
	December 2012 004313	
The Berry Company, LLC 03/16/2011	Garrison, TX	TX7349065
	December 2010 070662	
The Berry Company, LLC 09/28/2010	Geauga County, OH	TX7255529
	September 2010 056514	
The Berry Company, LLC 09/12/2011	Geauga County, OH	TX7424430
	September 2011 056514	
The Berry Company, LLC 02/25/2011	Glasgow-Park City Area, KY	TX7329318
	November 2010 103376	
The Berry Company, LLC 12/20/2011	Glasgow, KY	TX7479900
	November 2011 103376	

The Berry Company, LLC 09/13/2010	Glennville, GA August 2010 014320	TX7256117
The Berry Company, LLC 09/15/2011	Glennville, GA August 2011 014320	TX7439798
The Berry Company, LLC 02/18/2009	Grady County, GA February 2009 013520	TX7253636
WLS LLC 05/21/2012	Grady County, GA May 2011 013520	TX7547391
The Berry Company, LLC 03/10/2011	Grandview, TX December 2010 070820	TX7335813
The Berry Company, LLC 12/19/2011	Grandview, TX December 2011 070820	TX7477072
The Berry Company, LLC 02/22/2011	Granite Quarry, NC February 2011 053526	TX7333579
The Berry Company, LLC 02/10/2012	Granite Quarry, NC February 2012 053526	TX7488849
WLS LLC 02/14/2013	Granite Quarry, NC February 2013 053526	TX7668032
The Berry Company, LLC 11/02/2010	Grayson – Olive Hill, KY October 2010 103352	TX7288644
WLS LLC 10/04/2012	Grayson – Olive Hill, KY October 2012 103352	TX7603694
The Berry Company, LLC 04/05/2011	Greater Jackson & Banks	TX7343077

	Counties, GA March 2011 013820	
The Berry Company, LLC 03/23/2012	Greater Jackson & Banks	TX7531847
	Counties, GA March 2012 7531847	
The Berry Company, LLC 07/15/2011	Greater Lexington, KY (mini) July 2011 106238	TX7401722
The Berry Company, LLC 09/23/2011	Greater Lexington, KY July 2012 106238	TX 7425846
WLS LLC 08/24/2012	Greater Lumpkin, GA September 2012 013960	TX 7584115
The Berry Company, LLC 09/23/2011	Greater Lumpkin, GA September 2011 013960	TX7424632
The Berry Company, LLC 04/15/2011	Greater Madison, GA April 2011 013800	TX7345663
The Berry Company, LLC 10/01/2010	Greater Rabun Co., GA August 2010 01370	TX7258166
The Berry Company, LLC 04/08/2011	Greater Stephens/Franklin Counties, GA March 2011 015610	TX7347659
The Berry Company, LLC 03/23/2012	Greater Stephens/Franklin Counties, GA March 2012 015610	TX7532552
The Berry Company, LLC 09/12/2011	Greater Western Reserve Area, OH September 2011 057403	TX7424438

The Berry Company, LLC 03/18/2011	Greenbrier, AR January 2011 004360	TX7356707
The Berry Company, LLC 01/17/2012	Greenbrier, AR January 2012 004360	TX7482727
The Berry Company, LLC 04/05/2011	Greenburg, KY March 2011 103361	TX7347654
The Berry Company, LLC 03/23/2012	Greenburg, KY March 2012 103361	TX7532566
The Berry Company, LLC 03/22/2011	Habersham, White & Surrounding Counties, GA March 2011 013880	TX7332709
The Berry Company, LLC 03/16/2012	Habersham, White & Surrounding Counties, GA March 2012 013880	TX7505222
The Berry Company, LLC 03/11/2011	Harrison/Mountain Home Regional AR December 2010 004382	TX7328707
The Berry Company, LLC 11/17/2011	Harrison/Mountain Home Regional AR December 2011 004382	TX7456635
The Berry Company, LLC 11/09/2012	Harrison/Mountain Home Regional AR December 2012 004382	TX7624810
The Berry Company, LLC 03/21/2011	Haskell, TX January 2011 070946	TX7349021
The Berry Company, LLC 01/17/2012	Haskell, TX January 2012 070946	TX7480164

The Berry Company, LLC 12/28/2009	Hastings, FL November 2009 12342	TX7241554
The Berry Company, LLC 01/19/2011	Hastings, FL November 2010 012342	TX7288033
The Berry Company, LLC 11/08/2011	Hastings, FL November 2011 012342	TX7456548
The Berry Company, LLC 11/06/2012	Hastings, FL November 2012 012342	TX7614681
The Berry Company, LLC 12/28/2009	Hastings, NE November 2009 044385	TX7241564
The Berry Company, LLC 02/28/2011	Hastings, NE November 2010 044385	TX7332068
The Berry Company, LLC 11/08/2011	Hastings, NE November 2011 044385	TX7456556
The Berry Company, LLC 11/09/2012	Hastings, NE November 2012 044385	TX7624821
The Berry Company, LLC 03/23/2011	Hazard Area, KY January 2011 103358	TX7355364
The Berry Company, LLC 01/17/2012	Hazard Area, KY January 2012	TX7483151
The Berry Company, LLC 01/17/2012	Higgenbotham January 2012 072436	TX7482736

The Berry Company, LLC 07/12/2011	Hobbs, NM July 2011 048380	TX7388457
WLS LLC 06/06/2012	Hobbs, NM July 2012 048380	TX7563616
The Berry Company, LLC 05/31/2011	Holiday/Madison, MO May 2011 041145	TX7374392
The Berry Company, LLC 06/06/2011	Holiday/Megargel/Seymour, TX May 2011 072952	TX7380635
WLS LLC 05/21/2012	Holiday/Megargel/Seymour, TX May 2012 072952	TX7548156
The Berry Company, LLC 02/25/2011	Homerville, GA October 2010 014560	TX7340234
WLS LLC 10/04/2012	Homerville, GA October 2012 014560	TX7603678
The Berry Company, LLC 04/04/2011	Hominy, OK February 2011 059798	TX7347390
The Berry Company, LLC 03/20/2012	Hominy, OK February 2012 059798	TX7514355
The Berry Company, LLC 03/16/2011	Hubbard, TX December 2010 071137	TX7349080
The Berry Company, LLC 12/30/2011	Hubbard, TX December 2011	TX7473197
The Berry Company, LLC 02/15/2011	Inman, SC	TX7332091

	January 2011 006445	
The Berry Company, LLC 01/06/2012	Inman, SC	TX7472742
	January 2012 006445	
The Berry Company, LLC 04/09/2010	Irving/Ravenna, KY	TX7230961
	December 2009 103353	
The Berry Company, LLC 03/16/2011	Irving/Ravenna, KY	TX7349049
	December 2010 103353	
The Berry Company, LLC 12/19/2011	Irving/Ravenna, KY	TX7492096
	December 2011 103353	
The Berry Company, LLC 09/22/2011	Irvington, GA	TX7439913
	August 2011 014570	
WLS LLC 08/14/2012	Irvington, GA	TX7577595
	August 2012 014570	
The Berry Company, LLC 02/15/2011	Jasper-Ellijay, GA	TX7332404
	December 2010 014600	
The Berry Company, LLC 10/19/2010	Jamestown, NY	TX7278940
	September 2010 050734	
The Berry Company, LLC 09/12/2011	Jamestown/Warren, NY	TX7424689
	September 2011 050734	
The Berry Company, LLC 06/13/2011	Kamay, TX	TX7383115
	June 2011 071309	
The Berry Company, LLC 05/31/2011	Karnack, TX	TX7374403
	May 2011 071312	

WLS LLC 05/21/2012	Karnack, TX May 2012 071312	TX7547399	
The Berry Company, LLC 12/20/2011	Kecksburg, PA December 2011 063311	TX7466538	
The Berry Company, LLC 01/21/2010	Kenton/Hardin County, OH September 2009 057485	TX7136086	
The Berry Company, LLC 09/22/2011	Kenton/Hardin County, OH September 2011 057485	TX7439918	
The Berry Company, LLC 10/04/2010	Kershaw, SC September 2010 066454	TX7274415	
The Berry Company, LLC 09/22/2011	Kershaw, SC September 2011 066454	TX7435379	
WLS LLC 10/02/2012	Kershaw, SC September 2012 066454	TX7600868	
The Berry Company, LLC 08/04/2011	Kerrville, TX August 2011 071400	TX7407199	
The Berry Company, LLC 03/23/2011	Kiowa, OK January 2011 059866	TX7355361	
The Berry Company, LLC 01/17/2012	Kiowa, OK January 2012 059866	TX7482730	
The Berry Company, LLC	Kittanning, PA October 2009 62047	TX7241556	12/24/2009
Berry Company LLC	Kittanning, PA October 2010 062047	TX7253888	11/16/2010

The Berry Company, LLC	Kittanning, PA October 2011 062047	TX7440108 10/12/2011
The Berry Company, LLC 03/11/2011	Lamesa, TX March 2011 071512	TX7330088
The Berry Company, LLC 03/16/2012	Lamesa, TX March 2012 071512	TX7505234
The Berry Company, LLC 02/15/2011	Lansford, PA January 2011 063417	TX7318144
The Berry Company, LLC 12/06/2012	Lansford, PA January 2012	TX7472746
The Berry Company, LLC 06/09/2012	Laurel Hill, NC June 2011 053802	TX7384858
WLS LLC 06/29/2012	Laurel Hill, NC June 2012 053802	TX7561100
The Berry Company, LLC 02/16/2009	Lebanon, KY January 2009 103368	TX7264156
The Berry Company, LLC 05/10/2011	Lebanon Area, KY April 2011 103368	TX7357859
The Berry Company, LLC 04/10/2012	Lebanon Area, KY April 2012 103368	TX7525937
The Berry Company, LLC 12/03/2010	Leeds, AL October 2010 001634	TX7277004
The Berry Company, LLC 09/23/2011	Leeds, AL October 2011 001634	TX7424660

The Berry Company, LLC 11/06/2012	Leeds, AL October 2012 001634	TX7629464
The Berry Company, LLC 05/12/2011	LeFlore County Area Wide, OK April 2011 060281	TX7357833
The Berry Company, LLC 04/10/2012	LeFlore County Area Wide, OK April 2012 060281	TX7525931
The Berry Company, LLC 01/16/2009	Leitchfield, KY January 2009 103365	TX7253485
The Berry Company, LLC 05/09/2011	Leitchfield, KY April 2011 103365	TX7357830
The Berry Company, LLC 04/10/2012	Leitchfield, KY April 2012 103365	TX7525941
The Berry Company, LLC 03/11/2011	Levelland, TX March 2011 071568	TX7333298
The Berry Company, LLC 03/16/2012	Levelland, TX March 2012 071568	TX7505233
The Berry Company, LLC 07/15/2011	Lexington, SC June 2011 066538	TX7407227
The Berry Company LLC 06/18/2012	Lexington, SC June 2012 066538	TX7556148
The Berry Company, LLC 05/31/2011	Liberal/Mindenmines, MO May 2011 041055	TX7374405

WLS LLC 05/21/2012	Liberal/Mindenmines, MO May 2012 041055	TX7550677
The Berry Company, LLC 03/31/2011	Lincoln, NE March 2011 044458	TX7342262
The Berry Company, LLC 03/16/2012	Lincoln, NE March 2012 044458	TX7505798
WLS LLC 04/01/2013	Lincoln, NE (Companion) March 2013 107149	TX7663691
The Berry Company, LLC 05/11/2011	Lindsay, OK April 2011 059893	TX7367133
The Berry Company, LLC 04/06/2012	Lindsay, OK April 2012 059893	TX7525488
The Berry Company, LLC 03/11/2011	Littlefield, TX March 2011 071596	TX7330061
The Berry Company, LLC 01/19/2011	Live Oak, FL November 2011 012526	TX7288047
The Berry Company, LLC 11/08/2011	Live Oak, FL November 2011 012526	TX7456557
The Berry Company, LLC 11/06/2012	Lice Oak, FL November 2012 012526	TX7614678
The Berry Company, LLC 02/15/2011	London Area, KY February 2011 103360	TX7332218

The Berry Company, LLC 02/10/2012	London Area, KY February 2012 103360	TX7488851
The Berry Company, LLC 09/07/2011	Lovington, NM August 2011 048536	TX7421476
WLS LLC 08/07/2012	Lovington, NM August 2012 048536	TX7572105
The Berry Company, LLC 04/08/2011	Lower Chattahoochee Valley, GA March 2011 013350	TX7361579
The Berry Company, LLC 03/23/2012	Lower Chattahoochee Valley, GA March 2012 013350	TX7532555
The Berry Company, LLC 03/30/2011	Manchester, GA February 2011 014880	TX7355392
The Berry Company, LLC 04/10/2012	Manchester, GA February 2012 014880	TX7518562
The Berry Company, LLC 11/01/2010	Manchester/Shortsville, NY September 2010 052140	TX7230267
The Berry Company, LLC 09/22/2011	Manchester/Shortsville, NY September 2011 052140	TX7439833
WLS LLC 10/02/2012	Manchester –Shortsville, NY September 2012 052140	TX7613733
The Berry Company, LLC 05/23/2011	Marysville & Vicinity, PA March 2011 062981	TX7364322
The Berry Company, LLC 10/05/2010	McRae, GA	TX7272104

	September 2010 014940	
The Berry Company, LLC 09/22/2011	McRae, GA	TX7435366
	September 2011 014940	
WLS LLC 2012	McRae, GA	TX7600882 10-02-
	September 2012 014940	
The Berry Company, LLC	Meadville, PA June 2011 06620	TX7404042 07/15/2011
The Berry Company, LLC 02/09/2011	Memphis, TX	TX7352881
	October 2010 071890	
The Berry Company, LLC 10/03/2011	Memphis, TX	TX7432804
	October 2011 071890	
WLS LLC 10/04/2012	Memphis, TX	TX7603671
	October 2012 071890	
The Berry Company, LLC 09/22/2011	Milan – Mendon, MO	TX7439828
	September 2011 041243	
WLS LLC	Milan – Mendon, MO September 2012 041243	TX7599531
The Berry Company, LLC 09/12/2011	Milledgeville – Gray, GA	TX7424424
	September 2011 014980	
WLS LLC 09/13/2012	Milledgeville – Gray, GA	TX7591815
	September 2012 014980	
The Berry Company, LLC 05/05/2011	Monroe, GA	TX7357826
	April 2011 015030	
The Berry Company, LLC 04/10/2012	Monroe, GA	TX7516673

	April 2010 015030	
The Berry Company, LLC 05/05/2011	Monticello-Albany, KY	TX7357873
	March 2011 103362	
The Berry Company, LLC 03/23/2012	Monticello, KY	TX7532112
	March 2012 103362	
The Berry Company, LLC 03/23/2011	Mooresville, NC	TX7336613
	February 2011 054098	
The Berry Company, LLC 03/23/2010	Mooresville, NC	TX7660271
	February 2012 054098	
The Berry Company, LLC 03/16/2012	Mooresville/Lake Norman Area, NC	TX7506296
	February 2012 054098	
WLS LLS 02/14/2013	Mooresville/Lake Norman Area, NC	TX7666867
	February 2013 054098	
The Berry Company, LLC 02/16/2009	Morehead, KY	TX7264126
	January 2009 103367	
The Berry Company, LLC 05/20/2011	Morehead-Owingsville Area, KY	TX7367135
	April 2011 103367	
The Berry Company, LLC 04/10/2012	Morehead-Owingsville Area, KY	TX7525930
	January 2012 103367	
WLS LLC 08/07/2012	Moultrie, GA	TX7572110
	August 2012 015070	
The Berry Company, LLC 10/06/2010	Moultrie, GA	TX7270884
	August 2010 015070	

The Berry Company, LLC 09/07/2011	Moultrie, GA August 2011 015070	TX7415484
The Berry Company, LLC 09/07/2010	Mulberry, AR August 2010 004658	TX7253857
The Berry Company, LLC 09/15/2011	Mulberry, AR August 2011 004658	TX7439799
WLS LLC 08/14/2012	Mulberry, AR August 2012 004658	TX7577627
The Berry Company, LLC	Muncy & Vicinity, PA November 2010 063721	TX7300903 12/30/2010
The Berry Company, LLC	Muncy & Vicinity, PA November 2011 063721	TX7456185 11/17/2011
The Berry Company, LLC 09/28/2010	Munnsville, NY September 2010 051282	TX7306870
The Berry Company, LLC 09/07/2011	Munnsville, NY August 2011 051282	TX7421478
WLS LLC 08/07/2012	Munnsville, NY August 2012 051282	TX 7572117
The Berry Company, LLC 05/23/2011	Murrysville & Vicinity, PA March 2011 062981	TX7364322
The Berry Company, LLC 03/16/2012	Murrysville & Vicinity, PA March 2012 062981	TX7506149
The Berry Company, LLC 12/03/2010	Newark-Licking County- Zanesville, OH December 2010 058044	TX7273608

The Berry Company, LLC 12/20/2011	Newark-Licking County- Zanesville, OH December 2011 058044	TX7464768
The Berry Company, LLC 09/15/2011	Newton-Colmesneil, TX August 2011 072120	TX7439922
The Berry Company, LLC 07/15/2011	Nicholasville Area, KY July 2011 103371	TX7401709
WLS LLC 07/11/2012	Nicholasville Area, KY July 2012 103371	TX7565882
The Berry Company, LLC 10/07/2010	Nocona, TX September 2010 072142	TX7278216
The Berry Company, LLC 09/22/2011	Nocona, TX September 2011 072142	TX7435376
WLS LLC 10/01/2012	Nocona, TX September 2012 072142	TX7600871
The Berry Company, LLC 03/17/2011	Northwest, GA February 2011 014680	TX7337177
The Berry Company, LLC 03/16/2012	Northwest, GA February 2012 014680	TX7508775
The Berry Company, LLC 01/19/2011	Norwood, NC December 2010 054265	TX7287976
The Berry Company, LLC 12/20/2011	Norwood, NC December 2011 054265	TX7475127

The Berry Company, LLC 01/02/2013	Norwood, NC December 2012 054265	TX7643538
The Berry Company, LLC 12/30/2010	Old Town, NC November 2010 054945	TX7333610
The Berry Company, LLC 12/20/2011	Old Town, NC November 2011 054945	TX7470128
The Berry Company, LLC 11/06/2012	Old Town, NC November 2012 054945	TX 7614675
The Berry Company, LLC 08/12/2010	Panhandle, TX August 2010 072310	TX7240097
The Berry Company, LLC 09/15/2011	Panhandle, TX August 2011 072310	TX7439793
WLS LLC 08/23/2012	Panhandle, TX August 2012 072310	TX7578554
The Berry Company, LLC 03/06/2009	Paulding, OH February 2009 058265	TX7228621
The Berry Company, LLC 05/31/2011	Paulding, OH May 2011 058265	TX7374386
WLS LLC 05/21/2012	Paulding, OH May 2012 058265	TX7547396
The Berry Company, LLC 05/05/2011	Pecos/Van Horn, TX March 2011 072380	TX7357817
The Berry Company, LLC 09/12/2011	Perry Regional, GA	TX7424688

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The Berry Company, LLC 05/07/2009	Perryville, AR	TX7283356
	December 2008 004725	
The Berry Company, LLC 05/05/2011	Perryville, AR	TX7476366
	March 2011 004725	
The Berry Company, LLC 03/23/2012	Perryville, AR	TX7532060
	March 2012 004725	
The Berry Company, LLC 02/28/2011	Perryton, TX	TX7333325
	November 2010 072394	
The Berry Company, LLC 12/19/2011	Perryton, TX	TX7470684
	November 2011 072394	
The Berry Company, LLC 03/23/2011	Plains/Higginbotham, TX	TX7335402
	January 2011 072436	
The Berry Company, LLC 03/11/2011	Post/Tahoka/Wilson, TX	TX7330050
	March 2011 072520	
The Berry Company, LLC 03/23/2011	Prague, OK	TX7355407
	January 2011 060291	
The Berry Company, LLC 01/17/2012	Prague, OK	TX7482730
	January 2012 060291	
The Berry Company, LLC 04/04/2011	Purcell, OK	TX7347407
	February 2011 060331	
The Berry Company, LLC 04/10/2012	Purcell, OK	TX7518569
	February 2012 060331	

The Berry Company, LLC 04/17/2009	Purdy, MO April 2009 041564	TX7248489
The Berry Company, LLC 07/28/2011	Purdy, MO July 2011 041564	TX7403381
WLS LLC 07/06/2012	Purdy, MO July 2012 041564	TX7562088
The Berry Company, LLC 02/19/2009	Quaker City, OH January 2009 058370	TX7252604
The Berry Company, LLC 05/23/2011	Quaker City, OH April 2011 058370	TX7369231
The Berry Company, LLC 04/10/2012	Quaker City, OH April 2012 058370	TX7525938
The Berry Company, LLC 01/21/2011	Quitman, GA October 2010 015150	TX7316418
The Berry Company, LLC 10/13/2011	Quitman, GA October 2011 015150	TX7444179
WLS LLC 10/04/2012	Quitman, GA October 2012 015150	TX7613740
The Berry Company, LLC 03/11/2011	Ralls, TX March 2011 072562	TX7330115
The Berry Company, LLC 03/16/2012	Ralls, TX March 2012 072562	TX7505229
The Berry Company, LLC 05/20/2011	Rosebud, TX	TX7367134

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The Berry Company, LLC 04/10/2012	Rosebud, TX	TX7525934
	April 2012 072770	
The Berry Company, LLC 05/04/2011	Ruidoso, NM	TX7354067
	May 2011 048653	
The Berry Company, LLC 05/04/2012	Ruidoso, NM	TX7530697
	May 2012 048653	
The Berry Company, LLC 07/15/2011	Sanford, NC	TX7407225
	June 2011 054449	
The Berry Company, LLC 06/18/2012	Sanford, NC	TX7556141
	June 2012 05449	
The Berry Company, LLC 04/04/2011	Scottsville, KY	TX7347400
	February 2011 103359	
The Berry Company, LLC 03/20/2012	Scottsville, KY	TX7511427
	February 2012 103359	
The Berry Company, LLC 03/23/2011	Sheffield & Vicinity, PA	TX7355413
	January 2011 064267	
The Berry Company, LLC 01/17/2012	Sheffield & Vicinity, PA	TX7482723
	January 2012 064267	
The Berry Company, LLC 02/15/2011	Shepherdsville, KY	TX7332326
	January 2011 029886	
The Berry Company, LLC 01/06/2012	Shepherdsville, KY	TX7470865
	January 2012 029886	

The Berry Company, LLC 02/28/2011	Silex/Vandalia, MO November 2010 041802	TX7337124
The Berry Company, LLC 12/19/2011	Silex/Vandalia, MO November 2011 041802	TX7478123
The Berry Company, LLC 02/15/2011	Somerset Area, KY January 2011 103357	TX7500424
The Berry Company, LLC 01/06/2012	Somerset Area, KY January 2012 103357	TX7472082
The Berry Company, LLC 05/04/2011	Southeastern Nebraska, NE May 2011 044532	TX7354062
The Berry Company, LLC 05/07/2012	Southeastern Nebraska, NE May 2012 044532	TX7530699
The Berry Company, LLC 02/15/2011	Southwest Arkansas Regional, AR January 2011 004221	TX7332354
The Berry Company, LLC 12/20/2011	Southwest Arkansas Regional January 2012 004221	TX7464752
The Berry Company, LLC 10/08/2010	Southwest Georgia September 2010 013940	TX7275393
WLS LLC 10/02/2012	Southwest Georgia September 2012 013940	TX7600851
The Berry Company, LLC 07/31/2009	Southwestern Nebraska February 2009 44532	TX7241567
The Berry Company, LLC 05/23/2011	St. Matthews, SC	TX7369243

	April 2011 066730	
The Berry Company, LLC 04/10/2012	St. Matthews, SC	TX7515325
	April 2012 066730	
The Berry Company, LLC 02/06/2009	St. Paris, OH	TX7261880
	January 2009 058435	
The Berry Company, LLC 05/23/2011	St. Paris, OH	TX7369227
	April 2011 058435	
The Berry Company, LLC 04/10/2012	St. Paris, OH	TX7516671
	April 2012 058435	
The Berry Company, LLC 11/29/2010	Stanly County, NC	TX7267464
	October 2010 053028	
The Berry Company, LLC 04/17/2009	Stillwell, OK	TX7248204
	April 2009 060514	
The Berry Company, LLC 07/25/2011	Stillwell, OK	TX7405742
	July 2011 060514	
The Berry Company, LLC 03/23/2011	Stroud, OK	TX7355399
	January 2011 060531	
The Berry Company, LLC 01/17/2012	Stroud, OK	TX7480168
	January 2012 060531	
The Berry Company, LLC 09/23/2011	Suburban Syracuse, NY	TX7425857
	August 2011 052371	
WLS LLC 08/07/2012	Suburban Syracuse, NY	TX 7570796
	August 2012 052371	

The Berry Company, LLC 09/28/2010	Sugar Land-Katy-Fort Bend August 2010 073164	TX7255527	
The Berry Company, LLC 09/07/2011	Sugar Land-Katy-Fort Bend County, TX August 2011 073164	TX7416125	
The Berry Company, LLC 03/30/2011	Summerville, GA February 2011 015430	TX7355397	
The Berry Company, LLC 03/20/2012	Summerville, GA February 2012 015430	TX7511440	
The Berry Company, LLC 05/05/2011	Sweeny, TX March 2011 073192	TX7384818	
The Berry Company, LLC 04/11/2012	Sweeny, TX March 2012 073192	TX7521367	
The Berry Company, LLC	Tecumseh, OK January 2011 060291	TX7355367	03/23/2011
The Berry Company, LLC	Tecumseh, OK January 2012	TX7482738	01/17/2012
The Berry Company, LLC	Tenaha-Gary, TX March 2011 073276	TX7384812	05/05/2011
The Berry Company, LLC	Texarkana, TX March 2011 073304	TX7332694	03/22/2011
The Berry Company, LLC	Texarkana, TX March 2012 073304	TX7505235	03/16/2012
The Berry Company, LLC 04/04/2011	Thomaston, GA February 2011 015530	TX7347398	
The Berry Company, LLC 03/20/2012	Thomaston, GA March 2012 015530	TX7511431	

The Berry Company, LLC 03/05/2009	Thomas County, GA February 2009 015520	TX7252020
The Berry Company, LLC 05/26/2011	Thomas County, GA May 2011 015520	TX7378759
WLS LLC 05/21/2012	Thomas County, GA May 2012 015520	TX7548154
The Berry Company, LLC 03/07/2011	Tompkinsville, KY December 2010 103355	TX7332896
The Berry Company, LLC 01/03/2012	Tompkinsville, KY December 2011 103355	TX7490590
The Berry Company, LLC 05/05/2011	Trinity, TX March 2011 103288	TX7384810
The Berry Company, LLC 03/07/2011	Tri-County, PA December 2010 062388	TX7338788
The Berry Company, LLC 04/29/2011	Truth or Consequences, NM March 2011 048877	TX7380923
The Berry Company, LLC 03/23/2012	Truth or Consequences, NM March 2012 048877	TX 7532562
The Berry Company, LLC 03/21/2011	Tryon, NC January 2011 054727	TX7339774
The Berry Company, LLC 01/17/2012	Tryon, NC January 2012 054727	TX7481234

The Berry Company, LLC 04/17/2009	Tuckerman, AR April 2009 004897	TX7248148
WLS LLC 07/06/2012	Tuckerman, AR July 2012 004897	TX7562078
The Berry Company, LLC 03/11/2011	Union County-Matthews, Monroe & Pineville, NC January 2011 054024	TX7333304
WLS LLC 02/14/2013	Union County-Matthews, Monroe & Pineville, NC January 2013 054024	TX7668026
The Berry Company, LLC 01/06/2012	Union County, NC December 12, 2011 054024	TX7472602
The Berry Company, LLC 04/06/2009	Uniontown, KY April 2009 103346	TX7280748
The Berry Company, LLC 07/19/2011	Uniontown, KY July 2011 103346	TX7407586
WLS LLC 07/06/2012	Uniontown, KY July 2012 103346	TX7562081
The Berry Company, LLC 02/13/2009	Vanceburg, KY January 2009 103366	TX7265450
The Berry Company, LLC 05/23/2011	Vanceburg, KY April 2011 103366	TX7369237
The Berry Company, LLC 04/10/2012	Vanceburg, KY April 2012 103366	TX7525936

The Berry Company, LLC 03/28/2011	Velma, OK January 2011 060646	TX7349532
The Berry Company, LLC 01/17/2012	Velma, OK January 2012 060646	TX7481227
The Berry Company, LLC 07/12/2011	Versailles Area, KY July 2011 103372	TX7404839
WLS LLC 07/11/2012	Versailles Area, KY July 2012 103372	TX7565881
The Berry Company, LLC 04/04/2011	Wagoner/Coweta, OK February 2011 060671	TX7347165
The Berry Company, LLC 03/20/2012	Wagoner/Coweta, OK February 2012 060671	TX7511435
The Berry Company, LLC 02/28/2011	Wahoo, NE January 2011 044925	TX7334611
The Berry Company, LLC 01/06/2012	Wahoo, NE January 2012 044925	TX7470859
WLS LLC 02/14/2013	Wahoo, NE January 2013	TX7667056
The Berry Company, LLC 06/10/2011	Warriors Mark, PA June 2011 064591	TX7373519
WLS LLC 06/04/2012	Warriors Mark, PA June 2012 064591	TX7548931
The Berry Company, LLC 01/19/2011	Waynesburg & Vicinity, PA	TX7288018

	December 2010 064637	
The Berry Company, LLC 12/20/2011	Waynesburg & Vicinity, PA	TX7468703
	December 2011 064637	
The Berry Company, LLC 11/13/2011	Wellington, TX	TX7444182
	October 2011 073568	
WLS LLC 10/04/2012	Wellington, TX	TX7598738
	October 2012 073568	
The Berry Company, LLC 02/15/2011	West Winfield, NY	TX7332120
	January 2011 052652	
The Berry Company, LLC 01/06/2012	West Winfield, NY	TX7472751
	January 2012 052652	
The Berry Company, LLC 01/10/2013	West Winfield, NY	TX 7653165
	January 2013	
The Berry Company, LLC 04/11/2012	Wheeler, TX	TX7521369
	January 2012 073624	
The Berry Company, LLC 04/04/2011	Whitney/Glen Rose, TX	TX7347159
	February 2011 073636	
The Berry Company, LLC 04/10/2012	Whitney/Glen Rose, TX	TX7518581
	February 2012 073636	
The Berry Company, LLC 01/12/2009	Winder, GA	TX7249619
	January 2009 015850	
The Berry Company, LLC 05/05/2011	Winder, GA	TX7357820
	April 2011 015850	

The Berry Company, LLC
04/06/2012

Winder, GA

TX7511002

April 2012 015850

The Berry Company, LLC
07/12/2011

York, NE

TX7404275

July 2011 044970

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of [____], by THE BERRY COMPANY, LLC., a limited liability company formed under the laws of the State of Colorado ("**Berry**"), BERRY AGENCY LLC, a limited liability company formed under the laws of the State of Delaware ("**Agency**"), WLS LLC, a limited liability company formed under the laws of the State of Delaware ("**WLS**"; Berry, and Agency collectively, "**Grantors**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "**Agent**"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August 14, 2013 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Documents, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

[Signature Page to IP Security Agreement – Supplement Date _____]

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof..

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

[Signature Page to IP Security Agreement – Supplement Date _____]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

THE BERRY COMPANY, LLC

BY: _____
NAME: _____
TITLE: _____

BERRY AGENCY LLC

BY: _____
NAME: _____
TITLE: _____

WLS LLC

BY: _____
NAME: _____
TITLE: _____

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED [_____, ____]

[Signature Page to IP Security Agreement – Supplement Date _____]