

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement dated as of August 14, 2013

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE BERRY COMPANY, LLC		08/12/2013	LIMITED LIABILITY COMPANY: COLORADO
BERRY AGENCY LLC		08/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
WLS LLC		08/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LBC CREDIT PARTNERS III, L.P.
<b>Street Address:</b>	2929 Arch Street, Suite 1550
<b>Internal Address:</b>	Cira Centre
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19104-7340
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**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

CH \$340.00 3944900

Registration Number:	3999031	YELLOW PAGES YOUR WAY
Registration Number:	3620968	YOUR LINK TO LINCOLN
Registration Number:	3808653	YOUR LOCAL LEADS EXPERT

**CORRESPONDENCE DATA**

Fax Number: 2155648120  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 215-564-8602  
 Email: Svictor@stradley.com  
 Correspondent Name: Sheila Victor for Randi Rabinowitz, Esq.  
 Address Line 1: Stradley Ronon Stevens & Young, LLP  
 Address Line 2: 2005 Market Street, Suite 2600  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	185081-0016
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	08/23/2013

Total Attachments: 56  
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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 Berry Agency collectively, "**Grantors**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **LBC CREDIT PARTNERS III, L.P.**, a Delaware limited partnership with an address at Cira Centre, 2929 Arch Street, Suite 1550, Philadelphia, PA 19104-7340, 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**, pursuant to that certain Term Loan 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 Credit Party 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 Credit Party 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 Credit Party, 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.

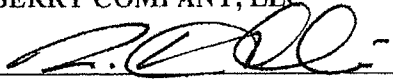
[Signature Pages Follow]



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/Title: Richard HALLIE / CFO

**BERRY AGENCY LLC**

By: 

Name/Title: Richard HALLIE / CFO

**WLS LLC**

By: 

Name/Title: Richard HALLIE / CFO

ACCEPTED AND AGREED  
as of the date first above written:

**LBC CREDIT PARTNERS III, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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/Title: \_\_\_\_\_

**BERRY AGENCY LLC**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_


**WLS LLC**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**LBC CREDIT PARTNERS III, L.P.**

By:  \_\_\_\_\_

Name: David E. Fraimow

Title: Vice President

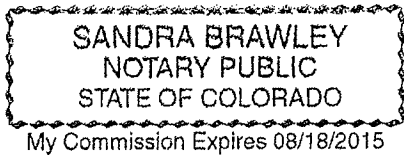
*[Signature Page to Intellectual Property Security Agreement]*

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 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



ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

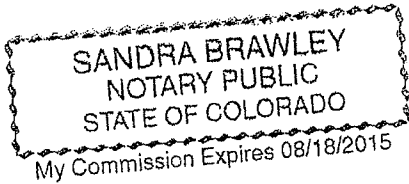
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Acknowledgment of Grantor

STATE OF CO  
COUNTY OF Arapahoe ) ss

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Sandra Brawley  
Notary Public



ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

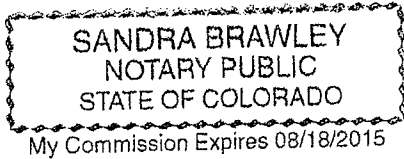
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Acknowledgment of Grantor

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COUNTY OF Arapahoe ) ss

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Sandra Brawley  
Notary Public



ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 005097 FRAME: 0262


**Schedule 1  
to  
Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantors' patents and patent applications: NONE
2. Grantors' trademarks:

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 &amp; 15 Affidavits due by 4/12/2017.</p>


MARK	App./Reg. No	Owner	Goods/Services	Status
BERRY	4,060,374	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 &amp; 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>	
<p>BERRY &amp; 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</p>	<p>Registered 11/22/2011.</p> <p>Sections 8 &amp; 15 Affidavits due 11/22/2017.</p>




MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>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, websites, key words and other resources available on a global computer network in Class 42.</p>	

MARK	App./Reg. No	Owner	Goods/Services	Status
BERRYADVANTAGE	3,132,076	The Berry Company, LLC	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 the effectiveness of advertisements; ad design and content development, namely, designing advertisements and developing content for the advertisements of others in Class 35	Registered 8/22/2006.  Sections 8 & 15 Affidavits filed 8/22/2012.
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	Registered 7/10/1990.  Renewal filed 7/9/2010.

MARK	App./Reg. No	Owner	Goods/Services	Status
			<p>in Class 35.</p> <p>Publication of telephone directories in Class 41.</p>	<p>Next renewal due by 7/10/2020.</p>
<p>i LOCAL INSIGHT YELLOW PAGES &amp; design</p> 	3,618,351	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 5/12/2009.</p> <p>Sections 8&amp;15 Affidavits due by 5/12/2015.</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>	
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</p>	<p>Registered 9/30/2008.</p> <p>Sections 8&amp;15 Affidavits due by 9/30/2014.</p> <p>(Will be</p>

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>	abandoned)

MARK	App./Reg. No	Owner	Goods/Services	Status
			websites, key words and other resources available on a global computer network in Class 42.	
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	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 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	Registered 4/13/2010.  Sections 8&15 Affidavits due by 4/23/2016.

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>	
THINK YELLOW, GO	4,056,150	The Berry	Recycling services, namely, collection and	Registered

MARK	App./Reg. No	Owner	Goods/Services	Status
GREEN		Company, LLC	recycling of telephone directories in Class 40.	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; 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	Registered 5/12/2009.  Sections 8&15 Affidavits due by 5/12/2015.



MARK	App./Reg. No	Owner	Goods/Services	Status
			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 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>Registered Supplemental Register 6/22/2010.</p> <p>Re-file for Registration on Principal Register after 6/22/2015.</p> <p>Sections 8&amp;15 due by 6/22/2016.</p>

MARK	App./Reg. No	Owner	Goods/Services	Status
			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.	

3. Grantors' copyrights:

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

<u>Registration Number</u>	<u>Registered Owner Date</u>	<u>Title</u>	Registration
The Berry Company, LLC 07/15/2011	Aberdeen-Pine Bluff, NC		TX7401866
WLS LLC 06/06/2012	June 2011 053002 Aberdeen-Pine Bluff, NC		TX7563611
	June 2012 053002		

The Berry Company, LLC 01/10/2011	Adel, GA	TX7328786
	October 2010 013030	
The Berry Company, LLC 10/10/2011	Adel, GA	TX7438119
	October 2011 013030	
WLS LLC 10/04/2012	Adel, GA	TX7598835
	October 2012 013030	
The Berry Company, LLC 08/04/2011	Alachua, FL	TX7407202
	June 2011 012365	
WLS LLC 06/04/2012	Alachua, FL	TX7549609
	June 2012 012365	
The Berry Company, LLC 10/12/2011	Albany, MO	TX7440139
	October 2011 040012	
The Berry Company, LLC 05/05/2011	Albion-West Springfield, PA	TX7357878
	March 2011 062010	
The Berry Company, LLC 03/25/2012	Albion-West Springfield, PA	TX7532055
	March 2012 062010	
The Berry Company, LLC 09/02/2010	Anahuac, TX	TX7251219
	August 2010 069118	
The Berry Company, LLC 08/15/2011	Anahuac, TX	TX7410972
	August 2011 069118	
WLS LLC 08/15/2012	Anahuac, TX	TX7581965
	August 2012 069118	
The Berry Company, LLC 04/04/2011	Andrews, TX	TX7347167
	February 2011 069132	
The Berry Company, LLC 03/20/2012	Andrews, TX	TX7511434
	January 2012 069132	
The Berry Company, LLC 03/01/2011	Anson & Union Counties, NC	TX7329754
	December 2010 054746	
The Berry Company, LLC 12/19/2011	Anson & Union Counties, NC	TX7478129
	December 2011 054746	

The Berry Company, LLC 12/28/2012	Anson & Union Counties, NC	TX 7657140
	December 2012 054746	
The Berry Company, LLC 11/16/2010	Apollo – Leechburg, PA	TX7252163
	October 2010 063335	
The Berry Company, LLC 10/12/2011	Apollo – Leechburg, PA	TX7440140
	October 2011 06335	
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	TX7345683
The Berry Company, LLC 03/23/2011	April 2011 040136 Burns Flat, OK	TX7348894
The Berry Company, LLC 12/22/2008	January 2011 060481 Bracken, Mason & Robertson	TX7249145
The Berry Company, LLC 05/05/2011	Counties, KY December 2008 103363 Bracken, Mason & Robertson	TX7357864
The Berry Company, LLC 03/23/2012	Counties, KY March 2011 103363 Bracken, Mason & Robertson	TX7532571
The Berry Company, LLC 03/31/2011	Counties, KY March 2012 103363 Broken Arrow, OK	TX7339516
The Berry Company, LLC 03/11/2011	March 2011 059285 Brownfield, TX	TX7330070
The Berry Company, LLC 03/16/2012	March 2011 069552 Brownfield, TX	TX7505225
The Berry Company, LLC 01/17/2012	March 2012 069552 Burns Flat, OK	TX7480167
The Berry Company, LLC 06/09/2011	January 2012 060481 Callahan, FL	TX7384021
WLS LLC 06/29/2012	June 2011 012113 Callahan, FL	TX7561084
WLS LLC 08/15/2012	June 2012 012113 Calvert City, KY	TX7581966
The Berry Company, LLC 09/15/2011	August 2012 Calvert City/ Smithland, TX	TX7439803
The Berry Company, LLC 02/15/2011	August 2011 103348 Cameron & Elk Counties, PA	TX7332329
	January 2011 064120	

The Berry Company, LLC 12/06/2012	Cameron & Elk Counties, PA	TX7470855
The Berry Company, LLC 03/05/2009	January 2012 064120 Campbellsville, KY	TX7226234
The Berry Company, LLC 05/31/2011	February 2009 103369 Campbellsville, KY	TX7374397
WLS LLC 06/29/2012	May 2011 103369 Campbellsville, KY	TX7561110
The Berry Company, LLC 12/20/2011	May 2012 103369 Canton-Holly Springs, GA	TX7468383
The Berry Company, LLC 01/02/2013	December 2011 013580 Canton, GA	TX7633875
The Berry Company, LLC 03/11/2011	December 2012 013580 Carlsbad, NM	TX7331163
WLS LLC 02/14/2013	March 2011 048205 Carlsbad, NM	TX7668034
The Berry Company, LLC 04/04/2011	March 2013 048205 Checotah, OK	TX7347166
The Berry Company, LLC 03/20/2012	April 2011 059333 Checotah, OK	TX7514358
The Berry Company, LLC 07/12/2011	April 2012 059333 Citra, FL	TX7404831
WLS LLC 06/22/2012	July 2011 012142 Citra, FL	TX7559083
The Berry Company, LLC 08/12/2010	July 2012 012142 Clarksville, TX	TX7241754
The Berry Company, LLC	July 2010 069818 Coalport/Glasgow, PA	TX7241566 12/28/2009
The Berry Company, LLC	December 2009 62605 Coalport/Glasgow, PA	TX7475128 12/20/2011
The Berry Company, LLC 03/08/2011	December 2011 62605 Columbia-Liberty Area, KY	TX7339085
	December 2010 103354	

The Berry Company, LLC 01/03/2012	Columbia-Liberty Area, KY	TX7490588
The Berry Company, LLC 03/16/2011	December 2011 103354 Coolidge, TX	TX7349043
The Berry Company, LLC 02/25/2011	December 2010 069980 Coolville, OH	TX7358784
	November 2010 056711	
The Berry Company, LLC 05/26/2011	Covington/Pleasant Hill, OH	TX7369247
WLS LLC 05/21/2012	May 2011 056753 Covington/Pleasant Hill, OH	TX7547398
The Berry Company, LLC 10/18/2010	May 2012 056753 Crocker/Dixon/Iberia/St. Elizabeth	TX7274770
The Berry Company, LLC 03/13/2009	Ohio, September 2010 040522 Crossett, AR	TX7268635
The Berry Company, LLC 02/10/2011	March 2009 004195 Crockett, TX	TX7328781
The Berry Company, LLC 10/05/2011	October 2010 070080 Crockett, TX	TX7432263
WLS LLC 10/04/2012	October 2011 070080 Crockett, TX	TX7613741
The Berry Company, LLC 06/03/2011	October 2012 070080 Crossett, AR	TX7373625
WLS LLC 06/29/2012	June 2011 004195 Crossett, AR	TX7561223
The Berry Company, LLC 12/18/2008	June 2012 004195 Cumberland, KY	TX7244799
The Berry Company, LLC 03/23/2012	December 2008 103364 Cumberland, KY	TX7531842
WLS LLC 05/21/2012	March 2012 103364 Daingerfield, TX	TX7569554
	May 2012 070136	

The Berry Company, LLC 02/12/2011	Dalton, GA	TX7318149
The Berry Company, LLC 01/06/2012	January 2011 Dalton, GA	TX7471904
The Berry Company, LLC 02/15/2011	January 2012 014010 Dalton, GA Companion	TX7332118
The Berry Company, LLC 02/20/2009	January 2011 107220 Delta, OH	TX7257009
The Berry Company, LLC 05/27/2011	February 2009 056854 Delta, OH	TX7369253
WLS LLC 05/21/2012	May 2011 056854 Delta, OH	TX7550675
The Berry Company, LLC 04/04/2011	May 2012 056854 Denton, NC	TX7347156
The Berry Company, LLC 03/20/2012	February 2011 053315 Denton, NC	TX7511412
WLS LLC 03/25/2013	February 2012 053315 Denton, NC	TX7676086
The Berry Company, LLC 03/11/2011	February 2013 053315 Denver City / Plains, TX	TX7333310
The Berry Company, LLC 03/16/2012	March 2011 070255 Denver City / Plains, TX	TX7505227
The Berry Company, LLC 11/13/2011	March 2012 070255 Dimmit-Tulia-Happy, TX	TX7444181
WLS LLC 10/4/2012	October 2011 071951 Dimmit, TX	TX7598831
The Berry Company, LLC 09/22/2011	October 2012 071951 Dixon, MO	TX7435362
WLS LLC 10/02/2012	September 2011 040522 Dixon, MO	TX7613730
The Berry Company, LLC 02/10/2011	September 2012 040522 Doniphan, MO	TX7333813



	October 2010 040538	
The Berry Company, LLC 10/05/2011	Doniphan, MO	TX7432282
	October 2011 040538	
The Berry Company, LLC 10/04/2010	Douglas, GA	TX7274422
	September 2010 014070	
The Berry Company, LLC 04/11/2012	Douglas, GA	TX7533696
	September 2011 014070	
WLS LLC 10/02/2012	Douglas, GA	TX7613589
	September 2012 014070	
The Berry Company, LLC 09/22/2011	Dumas/Vega/Dalhart	TX7439838
	August 2011 070325	
WLS LLC 07/06/2012	Eclectic, GA	TX7562033
	July 2012	
The Berry Company, LLC 03/08/2011	Effingham & Screven Counties, GA	TX7332471
	December 2010 015390	
The Berry Company, LLC 12/19/2011	Effingham & Screven Counties, GA	TX7478256
	December 2011 015390	
The Berry Company, LLC 12/28/2012	Effingham & Screven Counties, GA	TX7649173
	December 2012 015390	
WLS LLC 08/23/2012	Elaine, AR	TX7581142
	October 2011 004267	
The Berry Company, LLC 12/30/2010	Elizabethtown Area, KY	TX7300906
	December 2010 103356	
The Berry Company, LLC 12/20/2011	Elizabethtown Area, KY	TX7475125
	December 2011 103356	
The Berry Company, LLC 02/10/2012	Elkins, AR	TX7488866
	February 2012 004270	
The Berry Company, LLC 12/19/2011	Ellijay, GA	TX7478124
	December 2010 014600	

The Berry Company, LLC 12/19/2012	Ellijay, GA	TX7478124
	December 2012 014600	
The Berry Company, LLC 03/16/2012	Elyria & Eastern Lorain County, OH	TX7506646
	February 2012 056938	
The Berry Company, LLC 06/10/2011	Enon Valley, PA	TX7373524
	June 2011 062926	
WLS LLC 06/04/2012	Enon Valley, PA	TX7548930
	June 2012 062926	
The Berry Company, LLC 02/28/2011	Espanola, NM	TX7332063
	November 2010 048274	
The Berry Company, LLC 11/17/2011	Espanola, NM	TX7456187
	November 2011 048274	
WLS LLC 10/16/2012	Espanola, NM	TX7601763
	November 2012 048274	
The Berry Company, LLC 08/12/2010	Fabens, TX	TX7240202
	August 2010 070479	
The Berry Company, LLC 09/15/2011	Fabens, TX	TX7439817
	August 2011 070479	
The Berry Company, LLC 05/23/2011	Fairfield, TX	TX7383563
	April 2011 070486	
The Berry Company, LLC 01/30/2009	Fitzgerald, GA	TX7244425
	December 2008 014230	
The Berry Company, LLC 03/23/2012	Fitzgerald, GA	TX7532110
	March 2012 014230	
The Berry Company, LLC 04/15/2009	Flemingsburg, KY	TX7286488
	April 2009 103347	
The Berry Company, LLC 07/28/2011	Flemingsburg, KY	TX7410386
	July 2011 103347	
WLS LLC 06/29/2012	Flemingsburg, KY	TX7561111
	July 2012 103347	

WLS LLC 08/23/2012	Florence/Stover, MO	TX7581148
The Berry Company, LLC 12/28/2009	December 2011 Florence, MS	TX7241562
The Berry Company, LLC 11/16/2010	October 2009 039302 Florence, MS	TX7252233
The Berry Company, LLC 10/12/2011	October 2010 039302 Florence, MS	TX7440116
WLS LLC 07/06/2012	October 2011 039302 Folkston, GA	TX7562035
The Berry Company, LLC 03/08/2011	June 2012 014250 Fordyce, AR	TX7339138
The Berry Company, LLC 12/19/2011	December 2010 004313 Fordyce, AR	TX7478122
The Berry Company, LLC 12/28/2012	December 2011 004313 Fordyce, AR	TX7649695
The Berry Company, LLC 03/16/2011	December 2012 004313 Garrison, TX	TX7349065
The Berry Company, LLC 09/28/2010	December 2010 070662 Geauga County, OH	TX7255529
The Berry Company, LLC 09/12/2011	September 2010 056514 Geauga County, OH	TX7424430
The Berry Company, LLC 02/25/2011	September 2011 056514 Glasgow-Park City Area, KY	TX7329318
The Berry Company, LLC 12/20/2011	November 2010 103376 Glasgow, KY	TX7479900
The Berry Company, LLC 09/13/2010	November 2011 103376 Glennville, GA	TX7256117
The Berry Company, LLC 09/15/2011	August 2010 014320 Glennville, GA	TX7439798
	August 2011 014320	

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 Counties, GA March 2011 013820	TX7343077
The Berry Company, LLC 03/23/2012	Greater Jackson & Banks Counties, GA March 2012 7531847	TX7531847
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	TX7424632

	September 2011 013960	
The Berry Company, LLC 04/15/2011	Greater Madison, GA	TX7345663
	April 2011 013800	
The Berry Company, LLC 10/01/2010	Greater Rabun Co., GA	TX7258166
	August 2010 01370	
The Berry Company, LLC 04/08/2011	Greater Stephens/Franklin Counties, GA	TX7347659
	March 2011 015610	
The Berry Company, LLC 03/23/2012	Greater Stephens/Franklin Counties, GA	TX7532552
	March 2012 015610	
The Berry Company, LLC 09/12/2011	Greater Western Reserve Area, OH	TX7424438
	September 2011 057403	
The Berry Company, LLC 03/18/2011	Greenbrier, AR	TX7356707
	January 2011 004360	
The Berry Company, LLC 01/17/2012	Greenbrier, AR	TX7482727
	January 2012 004360	
The Berry Company, LLC 04/05/2011	Greenburg, KY	TX7347654
	March 2011 103361	
The Berry Company, LLC 03/23/2012	Greenburg, KY	TX7532566
	March 2012 103361	
The Berry Company, LLC 03/22/2011	Habersham, White & Surrounding Counties, GA	TX7332709
	March 2011 013880	
The Berry Company, LLC 03/16/2012	Habersham, White & Surrounding Counties, GA	TX7505222
	March 2012 013880	
The Berry Company, LLC 03/11/2011	Harrison/Mountain Home Regional	TX7328707
	AR December 2010 004382	
The Berry Company, LLC 11/17/2011	Harrison/Mountain Home Regional	TX7456635
	AR December 2011 004382	

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	TX7349021
The Berry Company, LLC 01/17/2012	January 2011 070946 Haskell, TX	TX7480164
The Berry Company, LLC 12/28/2009	January 2012 070946 Hastings, FL	TX7241554
The Berry Company, LLC 01/19/2011	November 2009 12342 Hastings, FL	TX7288033
The Berry Company, LLC 11/08/2011	November 2010 012342 Hastings, FL	TX7456548
The Berry Company, LLC 11/06/2012	November 2011 012342 Hastings, FL	TX7614681
The Berry Company, LLC 12/28/2009	November 2012 012342 Hastings, NE	TX7241564
The Berry Company, LLC 02/28/2011	November 2009 044385 Hastings, NE	TX7332068
The Berry Company, LLC 11/08/2011	November 2010 044385 Hastings, NE	TX7456556
The Berry Company, LLC 11/09/2012	November 2011 044385 Hastings, NE	TX7624821
The Berry Company, LLC 03/23/2011	November 2012 044385 Hazard Area, KY	TX7355364
The Berry Company, LLC 01/17/2012	January 2011 103358 Hazard Area, KY	TX7483151
The Berry Company, LLC 01/17/2012	January 2012 Higgenbotham	TX7482736
The Berry Company, LLC 07/12/2011	January 2012 072436 Hobbs, NM	TX7388457
	July 2011 048380	

WLS LLC 06/06/2012	Hobbs, NM	TX7563616
The Berry Company, LLC 05/31/2011	July 2012 048380 Holiday/Madison, MO	TX7374392
The Berry Company, LLC 06/06/2011	May 2011 041145 Holiday/Megargel/Seymour, TX	TX7380635
WLS LLC 05/21/2012	May 2011 072952 Holiday/Megargel/Seymour, TX	TX7548156
The Berry Company, LLC 02/25/2011	May 2012 072952 Homerville, GA	TX7340234
WLS LLC 10/04/2012	October 2010 014560 Homerville, GA	TX7603678
The Berry Company, LLC 04/04/2011	October 2012 014560 Hominy, OK	TX7347390
The Berry Company, LLC 03/20/2012	February 2011 059798 Hominy, OK	TX7514355
The Berry Company, LLC 03/16/2011	February 2012 059798 Hubbard, TX	TX7349080
The Berry Company, LLC 12/30/2011	December 2010 071137 Hubbard, TX	TX7473197
The Berry Company, LLC 02/15/2011	December 2011 Inman, SC	TX7332091
The Berry Company, LLC 01/06/2012	January 2011 006445 Inman, SC	TX7472742
The Berry Company, LLC 04/09/2010	January 2012 006445 Irving/Ravenna, KY	TX7230961
The Berry Company, LLC 03/16/2011	December 2009 103353 Irving/Ravenna, KY	TX7349049
The Berry Company, LLC 12/19/2011	December 2010 103353 Irving/Ravenna, KY	TX7492096
	December 2011 103353	

The Berry Company, LLC 09/22/2011	Irwington, GA	TX7439913
WLS LLC 08/14/2012	August 2011 014570 Irwington, GA	TX7577595
The Berry Company, LLC 02/15/2011	August 2012 014570 Jasper-Ellijay, GA	TX7332404
The Berry Company, LLC 10/19/2010	December 2010 014600 Jamestown, NY	TX7278940
The Berry Company, LLC 09/12/2011	September 2010 050734 Jamestown/Warren, NY	TX7424689
The Berry Company, LLC 06/13/2011	September 2011 050734 Kamay, TX	TX7383115
The Berry Company, LLC 05/31/2011	June 2011 071309 Karnack, TX	TX7374403
WLS LLC 05/21/2012	May 2011 071312 Karnack, TX	TX7547399
The Berry Company, LLC 12/20/2011	May 2012 071312 Kecksburg, PA	TX7466538
The Berry Company, LLC 01/21/2010	December 2011 063311 Kenton/Hardin County, OH	TX7136086
The Berry Company, LLC 09/22/2011	September 2009 057485 Kenton/Hardin County, OH	TX7439918
The Berry Company, LLC 10/04/2010	September 2011 057485 Kershaw, SC	TX7274415
The Berry Company, LLC 09/22/2011	September 2010 066454 Kershaw, SC	TX7435379
WLS LLC 10/02/2012	September 2011 066454 Kershaw, SC	TX7600868
The Berry Company, LLC 08/04/2011	September 2012 066454 Kerrville, TX	TX7407199
	August 2011 071400	



The Berry Company, LLC 03/23/2011	Kiowa, OK	TX7355361
The Berry Company, LLC 01/17/2012	January 2011 059866 Kiowa, OK	TX7482730
The Berry Company, LLC	January 2012 059866 Kittanning, PA	TX7241556 12/24/2009
Berry Company LLC	October 2009 62047 Kittanning, PA	TX7253888 11/16/2010
The Berry Company, LLC	October 2010 062047 Kittanning, PA	TX7440108 10/12/2011
The Berry Company, LLC 03/11/2011	October 2011 062047 Lamesa, TX	TX7330088
The Berry Company, LLC 03/16/2012	March 2011 071512 Lamesa, TX	TX7505234
The Berry Company, LLC 02/15/2011	March 2012 071512 Lansford, PA	TX7318144
The Berry Company, LLC 12/06/2012	January 2011 063417 Lansford, PA	TX7472746
The Berry Company, LLC 06/09/2012	January 2012 Laurel Hill, NC	TX7384858
WLS LLC 06/29/2012	June 2011 053802 Laurel Hill, NC	TX7561100
The Berry Company, LLC 02/16/2009	June 2012 053802 Lebanon, KY	TX7264156
The Berry Company, LLC 05/10/2011	January 2009 103368 Lebanon Area, KY	TX7357859
The Berry Company, LLC 04/10/2012	April 2011 103368 Lebanon Area, KY	TX7525937
The Berry Company, LLC 12/03/2010	April 2012 103368 Leeds, AL	TX7277004
The Berry Company, LLC 09/23/2011	October 2010 001634 Leeds, AL	TX7424660
	October 2011 001634	

The Berry Company, LLC 11/06/2012	Leeds, AL	TX7629464
The Berry Company, LLC 05/12/2011	October 2012 001634 LeFlore County Area Wide, OK	TX7357833
The Berry Company, LLC 04/10/2012	April 2011 060281 LeFlore County Area Wide, OK	TX7525931
The Berry Company, LLC 01/16/2009	April 2012 060281 Leitchfield, KY	TX7253485
The Berry Company, LLC 05/09/2011	January 2009 103365 Leitchfield, KY	TX7357830
The Berry Company, LLC 04/10/2012	April 2011 103365 Leitchfield, KY	TX7525941
The Berry Company, LLC 03/11/2011	April 2012 103365 Levelland, TX	TX7333298
The Berry Company, LLC 03/16/2012	March 2011 071568 Levelland, TX	TX7505233
The Berry Company, LLC 07/15/2011	March 2012 071568 Lexington, SC	TX7407227
The Berry Company LLC 06/18/2012	June 2011 066538 Lexington, SC	TX7556148
The Berry Company, LLC 05/31/2011	June 2012 066538 Liberal/Mindenmines, MO	TX7374405
WLS LLC 05/21/2012	May 2011 041055 Liberal/Mindenmines, MO	TX7550677
The Berry Company, LLC 03/31/2011	May 2012 041055 Lincoln, NE	TX7342262
The Berry Company, LLC 03/16/2012	March 2011 044458 Lincoln, NE	TX7505798
WLS LLC 04/01/2013	March 2012 044458 Lincoln, NE (Companion)	TX7663691
	March 2013 107149	

The Berry Company, LLC 05/11/2011	Lindsay, OK	TX7367133
	April 2011 059893	
The Berry Company, LLC 04/06/2012	Lindsay, OK	TX7525488
	April 2012 059893	
The Berry Company, LLC 03/11/2011	Littlefield, TX	TX7330061
	March 2011 071596	
The Berry Company, LLC 01/19/2011	Live Oak, FL	TX7288047
	November 2011 012526	
The Berry Company, LLC 11/08/2011	Live Oak, FL	TX7456557
	November 2011 012526	
The Berry Company, LLC 11/06/2012	Lice Oak, FL	TX7614678
	November 2012 012526	
The Berry Company, LLC 02/15/2011	London Area, KY	TX7332218
	February 2011 103360	
The Berry Company, LLC 02/10/2012	London Area, KY	TX7488851
	February 2012 103360	
The Berry Company, LLC 09/07/2011	Lovington, NM	TX7421476
	August 2011 048536	
WLS LLC 08/07/2012	Lovington, NM	TX7572105
	August 2012 048536	
The Berry Company, LLC 04/08/2011	Lower Chattahoochee Valley, GA	TX7361579
	March 2011 013350	
The Berry Company, LLC 03/23/2012	Lower Chattahoochee Valley, GA	TX7532555
	March 2012 013350	
The Berry Company, LLC 03/30/2011	Manchester, GA	TX7355392
	February 2011 014880	
The Berry Company, LLC 04/10/2012	Manchester, GA	TX7518562
	February 2012 014880	
The Berry Company, LLC 11/01/2010	Manchester/Shortsville, NY	TX7230267
	September 2010 052140	

The Berry Company, LLC 09/22/2011	Manchester/Shortsville, NY	TX7439833
WLS LLC 10/02/2012	September 2011 052140 Manchester –Shortsville, NY	TX7613733
The Berry Company, LLC 05/23/2011	September 2012 052140 Marysville & Vicinity, PA	TX7364322
The Berry Company, LLC 10/05/2010	March 2011 062981 McRae, GA	TX7272104
The Berry Company, LLC 09/22/2011	September 2010 014940 McRae, GA	TX7435366
WLS LLC 2012	September 2011 014940 McRae, GA	TX7600882 10-02-
The Berry Company, LLC	September 2012 014940 Meadville, PA June 2011 06620	TX7404042 07/15/2011
The Berry Company, LLC 02/09/2011	Memphis, TX	TX7352881
The Berry Company, LLC 10/03/2011	October 2010 071890 Memphis, TX	TX7432804
WLS LLC 10/04/2012	October 2011 071890 Memphis, TX	TX7603671
The Berry Company, LLC 09/22/2011	October 2012 071890 Milan – Mendon, MO	TX7439828
WLS LLC	September 2011 041243 Milan – Mendon, MO	TX7599531
The Berry Company, LLC 09/12/2011	September 2012 041243 Milledgeville – Gray, GA	TX7424424
WLS LLC 09/13/2012	September 2011 014980 Milledgeville – Gray, GA	TX7591815
The Berry Company, LLC 05/05/2011	September 2012 014980 Monroe, GA	TX7357826
The Berry Company, LLC 04/10/2012	April 2011 015030 Monroe, GA	TX7516673

	April 2010 015030	
The Berry Company, LLC 05/05/2011	Monticello-Albany, KY	TX7357873
The Berry Company, LLC 03/23/2012	March 2011 103362 Monticello, KY	TX7532112
The Berry Company, LLC 03/23/2011	March 2012 103362 Mooresville, NC	TX7336613
The Berry Company, LLC 03/23/2010	February 2011 054098 Mooresville, NC	TX7660271
The Berry Company, LLC 03/16/2012	February 2012 054098 Mooresville/Lake Norman Area, NC	TX7506296
WLS LLS 02/14/2013	February 2012 054098 Mooresville/Lake Norman Area, NC	TX7666867
The Berry Company, LLC 02/16/2009	February 2013 054098 Morehead, KY	TX7264126
The Berry Company, LLC 05/20/2011	January 2009 103367 Morehead-Owingsville Area, KY	TX7367135
The Berry Company, LLC 04/10/2012	April 2011 103367 Morehead-Owingsville Area, KY	TX7525930
WLS LLC 08/07/2012	January 2012 103367 Moultrie, GA	TX7572110
The Berry Company, LLC 10/06/2010	August 2012 015070 Moultrie, GA	TX7270884
The Berry Company, LLC 09/07/2011	August 2010 015070 Moultrie, GA	TX7415484
The Berry Company, LLC 09/07/2010	August 2011 015070 Mulberry, AR	TX7253857
The Berry Company, LLC 09/15/2011	August 2010 004658 Mulberry, AR	TX7439799
WLS LLC 08/14/2012	August 2011 004658 Mulberry, AR	TX7577627

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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	TX7306870
	September 2010 051282	
The Berry Company, LLC 09/07/2011	Munnsville, NY	TX7421478
	August 2011 051282	
WLS LLC 08/07/2012	Munnsville, NY	TX 7572117
	August 2012 051282	
The Berry Company, LLC 05/23/2011	Murrysville & Vicinity, PA	TX7364322
	March 2011 062981	
The Berry Company, LLC 03/16/2012	Murrysville & Vicinity, PA	TX7506149
	March 2012 062981	
The Berry Company, LLC 12/03/2010	Newark-Licking County- Zanesville, OH	TX7273608
	December 2010 058044	
The Berry Company, LLC 12/20/2011	Newark-Licking County- Zanesville, OH	TX7464768
	December 2011 058044	
The Berry Company, LLC 09/15/2011	Newton-Colmesneil, TX	TX7439922
	August 2011 072120	
The Berry Company, LLC 07/15/2011	Nicholasville Area, KY	TX7401709
	July 2011 103371	
WLS LLC 07/11/2012	Nicholasville Area, KY	TX7565882
	July 2012 103371	
The Berry Company, LLC 10/07/2010	Nocona, TX	TX7278216
	September 2010 072142	
The Berry Company, LLC 09/22/2011	Nocona, TX	TX7435376
	September 2011 072142	
WLS LLC 10/01/2012	Nocona, TX	TX7600871

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The Berry Company, LLC 03/17/2011	Northwest, GA	TX7337177
The Berry Company, LLC 03/16/2012	February 2011 014680 Northwest, GA	TX7508775
The Berry Company, LLC 01/19/2011	February 2012 014680 Norwood, NC	TX7287976
The Berry Company, LLC 12/20/2011	December 2010 054265 Norwood, NC	TX7475127
The Berry Company, LLC 01/02/2013	December 2011 054265 Norwood, NC	TX7643538
The Berry Company, LLC 12/30/2010	December 2012 054265 Old Town, NC	TX7333610
The Berry Company, LLC 12/20/2011	November 2010 054945 Old Town, NC	TX7470128
The Berry Company, LLC 11/06/2012	November 2011 054945 Old Town, NC	TX 7614675
The Berry Company, LLC 08/12/2010	November 2012 054945 Panhandle, TX	TX7240097
The Berry Company, LLC 09/15/2011	August 2010 072310 Panhandle, TX	TX7439793
WLS LLC 08/23/2012	August 2011 072310 Panhandle, TX	TX7578554
The Berry Company, LLC 03/06/2009	August 2012 072310 Paulding, OH	TX7228621
The Berry Company, LLC 05/31/2011	February 2009 058265 Paulding, OH	TX7374386
WLS LLC 05/21/2012	May 2011 058265 Paulding, OH	TX7547396
The Berry Company, LLC 05/05/2011	May 2012 058265 Pecos/Van Horn, TX	TX7357817

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The Berry Company, LLC 09/12/2011	Perry Regional, GA	TX7424688
The Berry Company, LLC 05/07/2009	September 2011 Perryville, AR	TX7283356
The Berry Company, LLC 05/05/2011	December 2008 004725 Perryville, AR	TX7476366
The Berry Company, LLC 03/23/2012	March 2011 004725 Perryville, AR	TX7532060
The Berry Company, LLC 02/28/2011	March 2012 004725 Perryton, TX	TX7333325
The Berry Company, LLC 12/19/2011	November 2010 072394 Perryton, TX	TX7470684
The Berry Company, LLC 03/23/2011	November 2011 072394 Plains/Higginbotham, TX	TX7335402
The Berry Company, LLC 03/11/2011	January 2011 072436 Post/Tahoka/Wilson, TX	TX7330050
The Berry Company, LLC 03/23/2011	March 2011 072520 Prague, OK	TX7355407
The Berry Company, LLC 01/17/2012	January 2011 060291 Prague, OK	TX7482730
The Berry Company, LLC 04/04/2011	January 2012 060291 Purcell, OK	TX7347407
The Berry Company, LLC 04/10/2012	February 2011 060331 Purcell, OK	TX7518569
The Berry Company, LLC 04/17/2009	February 2012 060331 Purdy, MO	TX7248489
The Berry Company, LLC 07/28/2011	April 2009 041564 Purdy, MO	TX7403381
WLS LLC 07/06/2012	July 2011 041564 Purdy, MO	TX7562088



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The Berry Company, LLC 02/19/2009	Quaker City, OH	TX7252604
The Berry Company, LLC 05/23/2011	January 2009 058370 Quaker City, OH	TX7369231
The Berry Company, LLC 04/10/2012	April 2011 058370 Quaker City, OH	TX7525938
The Berry Company, LLC 01/21/2011	April 2012 058370 Quitman, GA	TX7316418
The Berry Company, LLC 10/13/2011	October 2010 015150 Quitman, GA	TX7444179
WLS LLC 10/04/2012	October 2011 015150 Quitman, GA	TX7613740
The Berry Company, LLC 03/11/2011	October 2012 015150 Ralls, TX	TX7330115
The Berry Company, LLC 03/16/2012	March 2011 072562 Ralls, TX	TX7505229
The Berry Company, LLC 05/20/2011	March 2012 072562 Rosebud, TX	TX7367134
The Berry Company, LLC 04/10/2012	April 2011 072770 Rosebud, TX	TX7525934
The Berry Company, LLC 05/04/2011	April 2012 072770 Ruidoso, NM	TX7354067
The Berry Company, LLC 05/04/2012	May 2011 048653 Ruidoso, NM	TX7530697
The Berry Company, LLC 07/15/2011	May 2012 048653 Sanford, NC	TX7407225
The Berry Company, LLC 06/18/2012	June 2011 054449 Sanford, NC	TX7556141
The Berry Company, LLC 04/04/2011	June 2012 05449 Scottsville, KY	TX7347400

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The Berry Company, LLC 03/20/2012	Scottsville, KY	TX7511427
The Berry Company, LLC 03/23/2011	February 2012 103359 Sheffield & Vicinity, PA	TX7355413
The Berry Company, LLC 01/17/2012	January 2011 064267 Sheffield & Vicinity, PA	TX7482723
The Berry Company, LLC 02/15/2011	January 2012 064267 Shepherdsville, KY	TX7332326
The Berry Company, LLC 01/06/2012	January 2011 029886 Shepherdsville, KY	TX7470865
The Berry Company, LLC 02/28/2011	January 2012 029886 Silex/Vandalia, MO	TX7337124
The Berry Company, LLC 12/19/2011	November 2010 041802 Silex/Vandalia, MO	TX7478123
The Berry Company, LLC 02/15/2011	November 2011 041802 Somerset Area, KY	TX7500424
The Berry Company, LLC 01/06/2012	January 2011 103357 Somerset Area, KY	TX7472082
The Berry Company, LLC 05/04/2011	January 2012 103357 Southeastern Nebraska, NE	TX7354062
The Berry Company, LLC 05/07/2012	May 2011 044532 Southeastern Nebraska, NE	TX7530699
The Berry Company, LLC 02/15/2011	May 2012 044532 Southwest Arkansas Regional, AR	TX7332354
The Berry Company, LLC 12/20/2011	January 2011 004221 Southwest Arkansas Regional	TX7464752
The Berry Company, LLC 10/08/2010	January 2012 004221 Southwest Georgia	TX7275393
WLS LLC 10/02/2012	September 2010 013940 Southwest Georgia	TX7600851

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The Berry Company, LLC 07/31/2009	Southwestern Nebraska	TX7241567
The Berry Company, LLC 05/23/2011	February 2009 44532 St. Matthews, SC	TX7369243
The Berry Company, LLC 04/10/2012	April 2011 066730 St. Matthews, SC	TX7515325
The Berry Company, LLC 02/06/2009	April 2012 066730 St. Paris, OH	TX7261880
The Berry Company, LLC 05/23/2011	January 2009 058435 St. Paris, OH	TX7369227
The Berry Company, LLC 04/10/2012	April 2011 058435 St. Paris, OH	TX7516671
The Berry Company, LLC 11/29/2010	April 2012 058435 Stanly County, NC	TX7267464
The Berry Company, LLC 04/17/2009	October 2010 053028 Stillwell, OK	TX7248204
The Berry Company, LLC 07/25/2011	April 2009 060514 Stillwell, OK	TX7405742
The Berry Company, LLC 03/23/2011	July 2011 060514 Stroud, OK	TX7355399
The Berry Company, LLC 01/17/2012	January 2011 060531 Stroud, OK	TX7480168
The Berry Company, LLC 09/23/2011	January 2012 060531 Suburban Syracuse, NY	TX7425857
WLS LLC 08/07/2012	August 2011 052371 Suburban Syracuse, NY	TX 7570796
The Berry Company, LLC 09/28/2010	August 2012 052371 Sugar Land-Katy-Fort Bend	TX7255527
The Berry Company, LLC 09/07/2011	August 2010 073164 Sugar Land-Katy-Fort Bend	TX7416125

	County, TX August 2011 073164		
The Berry Company, LLC 03/30/2011	Summerville, GA	TX7355397	
The Berry Company, LLC 03/20/2012	February 2011 015430 Summerville, GA	TX7511440	
The Berry Company, LLC 05/05/2011	February 2012 015430 Sweeny, TX	TX7384818	
The Berry Company, LLC 04/11/2012	March 2011 073192 Sweeny, TX	TX7521367	
The Berry Company, LLC	March 2012 073192 Tecumseh, OK	TX7355367	03/23/2011
The Berry Company, LLC	January 2011 060291 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	TX7347398	
The Berry Company, LLC 03/20/2012	February 2011 015530 Thomaston, GA	TX7511431	
The Berry Company, LLC 03/05/2009	March 2012 015530 Thomas County, GA	TX7252020	
The Berry Company, LLC 05/26/2011	February 2009 015520 Thomas County, GA	TX7378759	
WLS LLC 05/21/2012	May 2011 015520 Thomas County, GA	TX7548154	
The Berry Company, LLC 03/07/2011	May 2012 015520 Tompkinsville, KY	TX7332896	
The Berry Company, LLC 01/03/2012	December 2010 103355 Tompkinsville, KY	TX7490590	
	December 2011 103355		

The Berry Company, LLC 05/05/2011	Trinity, TX	TX7384810
The Berry Company, LLC 03/07/2011	March 2011 103288 Tri-County, PA	TX7338788
The Berry Company, LLC 04/29/2011	December 2010 062388 Truth or Consequences, NM	TX7380923
The Berry Company, LLC 03/23/2012	March 2011 048877 Truth or Consequences, NM	TX 7532562
The Berry Company, LLC 03/21/2011	March 2012 048877 Tryon, NC	TX7339774
The Berry Company, LLC 01/17/2012	January 2011 054727 Tryon, NC	TX7481234
The Berry Company, LLC 04/17/2009	January 2012 054727 Tuckerman, AR	TX7248148
WLS LLC 07/06/2012	April 2009 004897 Tuckerman, AR	TX7562078
The Berry Company, LLC 03/11/2011	July 2012 004897 Union County-Matthews, Monroe & Pineville, NC	TX7333304
WLS LLC 02/14/2013	January 2011 054024 Union County-Matthews, Monroe & Pineville, NC	TX7668026
The Berry Company, LLC 01/06/2012	January 2013 054024 Union County, NC	TX7472602
The Berry Company, LLC 04/06/2009	December 12, 2011 054024 Uniontown, KY	TX7280748
The Berry Company, LLC 07/19/2011	April 2009 103346 Uniontown, KY	TX7407586
WLS LLC 07/06/2012	July 2011 103346 Uniontown, KY	TX7562081
The Berry Company, LLC 02/13/2009	July 2012 103346 Vanceburg, KY	TX7265450

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The Berry Company, LLC 05/23/2011	Vanceburg, KY	TX7369237
The Berry Company, LLC 04/10/2012	April 2011 103366 Vanceburg, KY	TX7525936
The Berry Company, LLC 03/28/2011	April 2012 103366 Velma, OK	TX7349532
The Berry Company, LLC 01/17/2012	January 2011 060646 Velma, OK	TX7481227
The Berry Company, LLC 07/12/2011	January 2012 060646 Versailles Area, KY	TX7404839
WLS LLC 07/11/2012	July 2011 103372 Versailles Area, KY	TX7565881
The Berry Company, LLC 04/04/2011	July 2012 103372 Wagoner/Coweta, OK	TX7347165
The Berry Company, LLC 03/20/2012	February 2011 060671 Wagoner/Coweta, OK	TX7511435
The Berry Company, LLC 02/28/2011	February 2012 060671 Wahoo, NE	TX7334611
The Berry Company, LLC 01/06/2012	January 2011 044925 Wahoo, NE	TX7470859
WLS LLC 02/14/2013	January 2012 044925 Wahoo, NE	TX7667056
The Berry Company, LLC 06/10/2011	January 2013 Warriors Mark, PA	TX7373519
WLS LLC 06/04/2012	June 2011 064591 Warriors Mark, PA	TX7548931
The Berry Company, LLC 01/19/2011	June 2012 064591 Waynesburg & Vicinity, PA	TX7288018
The Berry Company, LLC 12/20/2011	December 2010 064637 Waynesburg & Vicinity, PA	TX7468703

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The Berry Company, LLC 11/13/2011	Wellington, TX	TX7444182
WLS LLC 10/04/2012	October 2011 073568 Wellington, TX	TX7598738
The Berry Company, LLC 02/15/2011	October 2012 073568 West Winfield, NY	TX7332120
The Berry Company, LLC 01/06/2012	January 2011 052652 West Winfield, NY	TX7472751
The Berry Company, LLC 01/10/2013	January 2012 052652 West Winfield, NY	TX 7653165
	January 2013	
The Berry Company, LLC 04/11/2012	Wheeler, TX	TX7521369
The Berry Company, LLC 04/04/2011	January 2012 073624 Whitney/Glen Rose, TX	TX7347159
The Berry Company, LLC 04/10/2012	February 2011 073636 Whitney/Glen Rose, TX	TX7518581
The Berry Company, LLC 01/12/2009	February 2012 073636 Winder, GA	TX7249619
The Berry Company, LLC 05/05/2011	January 2009 015850 Winder, GA	TX7357820
The Berry Company, LLC 04/06/2012	April 2011 015850 Winder, GA	TX7511002
The Berry Company, LLC 07/12/2011	April 2012 015850 York, NE	TX7404275

**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 Berry Agency collectively, "**Grantors**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **LBC CREDIT PARTNERS III, L.P.**, a Delaware limited partnership with an address at Cira Centre, 2929 Arch Street, Suite 1550, Philadelphia, PA 19104-7340, 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, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August [\_\_\_], 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:



(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]

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:

**LBC CREDIT PARTNERS III, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERT SECURITY AGREEMENT**  
**DATED [\_\_\_\_\_, \_\_\_\_]**