

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BERRY COMPANY, LLC		07/17/2015	LIMITED LIABILITY COMPANY: COLORADO
WLS LLC		07/17/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

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:	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
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***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8000
Email: Svictor@stradley.com
Correspondent Name: Sheila Victor for C.W.Rosenbleeth, 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 SIGNED: 11/18/2015

Total Attachments: 53

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 17, 2015, is made by THE BERRY COMPANY, LLC, a limited liability company formed under the laws of the State of Colorado ("**Berry**"), and WLS LLC, a limited liability company formed under the laws of the State of Delaware ("**WLS**"; together with Berry, "**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, pursuant to that certain Amended and Restated 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 confirms and reaffirms its prior assignment, pledge and grant to Agent, for its benefit and the ratable benefit of Lenders and each other holder of the Obligations of, and 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.

Section 12. Amendment and Restatement. This Agreement amends and restates, but does not constitute a novation of, that certain Intellectual Property Security Agreement, dated as of August 14, 2013, by Grantors in favor of Agent, as amended.

[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 Hallé

Title: Chief Financial Officer

WLS LLC

By: 

Name: Richard Hallé

Title: Chief Financial Officer


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK
REEL: 005672 FRAME: 0211**

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT PARTNERS III, L.P.

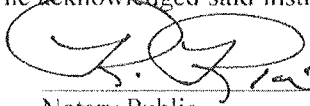
By: 
Name: David E. Frainow
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

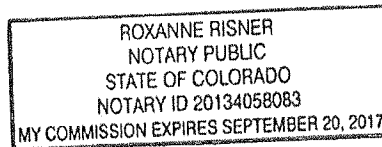
Acknowledgment of Grantor

STATE OF COLORADO
COUNTY OF ARAPAHOE) ss

On this 17 day of July, 2015, before me personally appeared Richard G. 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 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.



Notary Public



[Signature Page to Amended and Restated Intellectual Property Security Agreement]

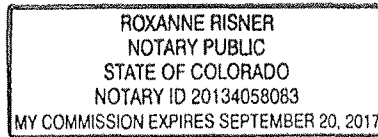
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Acknowledgment of Grantor

STATE OF Colorado)
COUNTY OF Arapahoe) ss

On this 17 day of July, 2015, before me personally appeared Richard G. 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.


Notary Public



[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
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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
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>

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


MARK	App./Reg. No	Owner	Goods/Services
			<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 & 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>

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

MARK	App./Reg. No	Owner	Goods/Services
			<p>in Class 35.</p> <p>Publication of telephone directories in Class 41.</p>
<p>LOCAL INSIGHT YELLOW PAGES</p>	<p>3,508,547</p>	<p>The Berry Company, LLC</p>	<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>

MARK	App./Reg. No	Owner	Goods/Services
			<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.
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 advertising services, namely, promoting the goods and services of</p>

MARK	App./Reg. No	Owner	Goods/Services
			<p>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</p>

MARK	App./Reg. No	Owner	Goods/Services
			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.
YELLOW PAGES YOUR WAY	3,999,031	The Berry Company, LLC	Printed telephone directories in Class 16. Publication of telephone directories in Class 41.
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

MARK	App./Reg. No	Owner	Goods/Services
			<p>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.</p>
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</p>

MARK	App./Reg. No	Owner	Goods/Services
			<p>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>

3. Grantors' copyrights:

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

<u>Registration Number</u>	<u>Registered Owner</u>	<u>Title</u>	<u>Registration</u>
The Berry Company, LLC 07/15/2011	Aberdeen-Pine Bluff, NC		TX7401866
	June 2011 053002		
WLS LLC 06/06/2012	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 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 October 2010 103351	TX7270897
The Berry Company, LLC 10/12/2011	Ashland Area, KY October 2011 103351	TX7435451
The Berry Company, LLC 09/12/2011	Ashtabula County, OH September 2011 056112	TX7424468
The Berry Company, LLC 05/05/2011	Avery-Bogata, TX March 2011 069248	TX7357868
The Berry Company, LLC 10/12/2011	Baird, TX October 2011 073238	TX7440138
The Berry Company, LLC 09/22/2011	Baldwell Area, KY September 2011 103350	TX7439844
WLS LLC 10/02/2012	Baldwell Area, KY September 2012 103350	TX7613729
The Berry Company, LLC 09/12/2011	Beatrice, NE September 2011 044156	TX7424434
The Berry Company, LLC 09/15/2011	Berea/Richmond/McKee, KY August 2011 103349	TX7439808

WLS LLC 08/14/2012	Berea, KY August 2012 103349	TX7574521
The Berry Company, LLC 02/06/2009	Bloomington/Hopedale, OH	TX7261876
The Berry Company, LLC 05/23/2011	January 2009 057394 Bloomington/Hopedale, OH	TX7392722
The Berry Company, LLC 04/15/2011	April 2011 057394 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 Counties, KY	TX7249145
The Berry Company, LLC 05/05/2011	December 2008 103363 Bracken, Mason & Robertson Counties, KY	TX7357864
The Berry Company, LLC 03/23/2012	March 2011 103363 Bracken, Mason & Robertson Counties, KY	TX7532571
The Berry Company, LLC 03/31/2011	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
	June 2012 012113	

WLS LLC 08/15/2012	Calvert City, KY	TX7581966
	August 2012	
The Berry Company, LLC 09/15/2011	Calvert City/ Smithland, TX	TX7439803
	August 2011 103348	
The Berry Company, LLC 02/15/2011	Cameron & Elk Counties, PA	TX7332329
	January 2011 064120	
The Berry Company, LLC 12/06/2012	Cameron & Elk Counties, PA	TX7470855
	January 2012 064120	
The Berry Company, LLC 03/05/2009	Campbellsville, KY	TX7226234
	February 2009 103369	
The Berry Company, LLC 05/31/2011	Campbellsville, KY	TX7374397
	May 2011 103369	
WLS LLC 06/29/2012	Campbellsville, KY	TX7561110
	May 2012 103369	
The Berry Company, LLC 12/20/2011	Canton-Holly Springs, GA	TX7468383
	December 2011 013580	
The Berry Company, LLC 01/02/2013	Canton, GA	TX7633875
	December 2012 013580	
The Berry Company, LLC 03/11/2011	Carlsbad, NM	TX7331163
	March 2011 048205	
WLS LLC 02/14/2013	Carlsbad, NM	TX7668034
	March 2013 048205	
The Berry Company, LLC 04/04/2011	Checotah, OK	TX7347166
	April 2011 059333	
The Berry Company, LLC 03/20/2012	Checotah, OK	TX7514358
	April 2012 059333	
The Berry Company, LLC 07/12/2011	Citra, FL	TX7404831
	July 2011 012142	
WLS LLC 06/22/2012	Citra, FL	TX7559083
	July 2012 012142	

The Berry Company, LLC 08/12/2010	Clarksville, TX	TX7241754
	July 2010 069818	
The Berry Company, LLC	Coalport/Glasgow, PA	TX7241566 12/28/2009
	December 2009 62605	
The Berry Company, LLC	Coalport/Glasgow, PA	TX7475128 12/20/2011
	December 2011 62605	
The Berry Company, LLC 03/08/2011	Columbia-Liberty Area, KY	TX7339085
	December 2010 103354	
The Berry Company, LLC 01/03/2012	Columbia-Liberty Area, KY	TX7490588
	December 2011 103354	
The Berry Company, LLC 03/16/2011	Coolidge, TX	TX7349043
	December 2010 069980	
The Berry Company, LLC 02/25/2011	Coolville, OH	TX7358784
	November 2010 056711	
The Berry Company, LLC 05/26/2011	Covington/Pleasant Hill, OH	TX7369247
	May 2011 056753	
WLS LLC 05/21/2012	Covington/Pleasant Hill, OH	TX7547398
	May 2012 056753	
The Berry Company, LLC 10/18/2010	Croker/Dixon/Iberia/St. Elizabeth	TX7274770
	Ohio, September 2010 040522	
The Berry Company, LLC 03/13/2009	Crossett, AR	TX7268635
	March 2009 004195	
The Berry Company, LLC 02/10/2011	Crockett, TX	TX7328781
	October 2010 070080	
The Berry Company, LLC 10/05/2011	Crockett, TX	TX7432263
	October 2011 070080	
WLS LLC 10/04/2012	Crockett, TX	TX7613741
	October 2012 070080	
The Berry Company, LLC 06/03/2011	Crossett, AR	TX7373625
	June 2011 004195	
WLS LLC 06/29/2012	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
The Berry Company, LLC 02/12/2011	May 2012 070136 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
	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	TX7613730
The Berry Company, LLC 02/10/2011	September 2012 040522 Doniphan, MO	TX7333813
The Berry Company, LLC 10/05/2011	October 2010 040538 Doniphan, MO	TX7432282
The Berry Company, LLC 10/04/2010	October 2011 040538 Douglas, GA	TX7274422
The Berry Company, LLC 04/11/2012	September 2010 014070 Douglas, GA	TX7533696
WLS LLC 10/02/2012	September 2011 014070 Douglas, GA	TX7613589
The Berry Company, LLC 09/22/2011	September 2012 014070 Dumas/Vega/Dalhart	TX7439838
WLS LLC 07/06/2012	August 2011 070325 Eclectic, GA	TX7562033
The Berry Company, LLC 03/08/2011	July 2012 Effingham & Screven Counties, GA	TX7332471
The Berry Company, LLC 12/19/2011	December 2010 015390 Effingham & Screven Counties, GA	TX7478256
The Berry Company, LLC 12/28/2012	December 2011 015390 Effingham & Screven Counties, GA	TX7649173
WLS LLC 08/23/2012	December 2012 015390 Elaine, AR	TX7581142
The Berry Company, LLC 12/30/2010	October 2011 004267 Elizabethtown Area, KY	TX7300906
	December 2010 103356	

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	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
	December 2011	
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 07/062012	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
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
The Berry Company, LLC 02/18/2009	August 2011 014320 Grady County, GA	TX7253636
WLS LLC 05/21/2012	February 2009 013520 Grady County, GA	TX7547391
The Berry Company, LLC 03/10/2011	May 2011 013520 Grandview, TX	TX7335813
The Berry Company, LLC 12/19/2011	December 2010 070820 Grandview, TX	TX7477072
The Berry Company, LLC 02/22/2011	December 2011 070820 Granite Quarry, NC	TX7333579
The Berry Company, LLC 02/10/2012	February 2011 053526 Granite Quarry, NC	TX7488849
WLS LLC 02/14/2013	February 2012 053526 Granite Quarry, NC	TX7668032
The Berry Company, LLC 11/02/2010	February 2013 053526 Grayson – Olive Hill, KY	TX7288644
WLS LLC 10/04/2012	October 2010 103352 Grayson – Olive Hill, KY	TX7603694
The Berry Company, LLC 04/05/2011	October 2012 103352 Greater Jackson & Banks Counties, GA	TX7343077
The Berry Company, LLC 03/23/2012	March 2011 013820 Greater Jackson & Banks Counties, GA	TX7531847
The Berry Company, LLC 07/15/2011	March 2012 7531847 Greater Lexington, KY (mini)	TX7401722

The Berry Company, LLC 09/23/2011	July 2011 106238 Greater Lexington, KY	TX 7425846
WLS LLC 08/24/2012	July 2012 106238 Greater Lumpkin, GA	TX 7584115
The Berry Company, LLC 09/23/2011	September 2012 013960 Greater Lumpkin, GA	TX7424632
The Berry Company, LLC 04/15/2011	September 2011 013960 Greater Madison, GA	TX7345663
The Berry Company, LLC 10/01/2010	April 2011 013800 Greater Rabun Co., GA	TX7258166
The Berry Company, LLC 04/08/2011	August 2010 01370 Greater Stephens/Franklin Counties, GA	TX7347659
The Berry Company, LLC 03/23/2012	March 2011 015610 Greater Stephens/Franklin Counties, GA	TX7532552
The Berry Company, LLC 09/12/2011	March 2012 015610 Greater Western Reserve Area, OH	TX7424438
The Berry Company, LLC 03/18/2011	September 2011 057403 Greenbrier, AR	TX7356707
The Berry Company, LLC 01/17/2012	January 2011 004360 Greenbrier, AR	TX7482727
The Berry Company, LLC 04/05/2011	January 2012 004360 Greenburg, KY	TX7347654
The Berry Company, LLC 03/23/2012	March 2011 103361 Greenburg, KY	TX7532566
The Berry Company, LLC 03/22/2011	March 2012 103361 Habersham, White & Surrounding Counties, GA	TX7332709
The Berry Company, LLC 03/16/2012	March 2011 013880 Habersham, White &	TX7505222

	Surrounding Counties, GA 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	TX7624810
	AR December 2012 004382	
The Berry Company, LLC 03/21/2011	Haskell, TX	TX7349021
	January 2011 070946	
The Berry Company, LLC 01/17/2012	Haskell, TX	TX7480164
	January 2012 070946	
The Berry Company, LLC 12/28/2009	Hastings, FL	TX7241554
	November 2009 12342	
The Berry Company, LLC 01/19/2011	Hastings, FL	TX7288033
	November 2010 012342	
The Berry Company, LLC 11/08/2011	Hastings, FL	TX7456548
	November 2011 012342	
The Berry Company, LLC 11/06/2012	Hastings, FL	TX7614681
	November 2012 012342	
The Berry Company, LLC 12/28/2009	Hastings, NE	TX7241564
	November 2009 044385	
The Berry Company, LLC 02/28/2011	Hastings, NE	TX7332068
	November 2010 044385	
The Berry Company, LLC 11/08/2011	Hastings, NE	TX7456556
	November 2011 044385	
The Berry Company, LLC 11/09/2012	Hastings, NE	TX7624821
	November 2012 044385	
The Berry Company, LLC 03/23/2011	Hazard Area, KY	TX7355364
	January 2011 103358	
The Berry Company, LLC 01/17/2012	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
WLS LLC 06/06/2012	July 2011 048380 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
	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	TX7547399
	May 2012 071312	
The Berry Company, LLC 12/20/2011	Kecksburg, PA	TX7466538
	December 2011 063311	
The Berry Company, LLC 01/21/2010	Kenton/Hardin County, OH	TX7136086
	September 2009 057485	
The Berry Company, LLC 09/22/2011	Kenton/Hardin County, OH	TX7439918
	September 2011 057485	
The Berry Company, LLC 10/04/2010	Kershaw, SC	TX7274415
	September 2010 066454	
The Berry Company, LLC 09/22/2011	Kershaw, SC	TX7435379
	September 2011 066454	

WLS LLC 10/02/2012	Kershaw, SC	TX7600868
The Berry Company, LLC 08/04/2011	September 2012 066454 Kerrville, TX	TX7407199
The Berry Company, LLC 03/23/2011	August 2011 071400 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
	April 2012 103368	

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	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
	September 2011 052140	
WLS LLC 10/02/2012	Manchester –Shortsville, NY	TX7613733
	September 2012 052140	
The Berry Company, LLC 05/23/2011	Marysville & Vicinity, PA	TX7364322
	March 2011 062981	
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	TX7404042 07/15/2011
	June 2011 06620	
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	TX7599531
	September 2012 041243	
The Berry Company, LLC 09/12/2011	Milledgeville – Gray, GA	TX7424424
	September 2011 014980	
WLS LLC 09/13/2012	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
The Berry Company, LLC 05/05/2011	April 2010 015030 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
	August 2012 004658	
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
The Berry Company, LLC 09/07/2011	September 2010 051282 Munnsville, NY	TX7421478
WLS LLC 08/07/2012	August 2011 051282 Munnsville, NY	TX 7572117
The Berry Company, LLC 05/23/2011	August 2012 051282 Murrysville & Vicinity, PA	TX7364322
The Berry Company, LLC 03/16/2012	March 2011 062981 Murrysville & Vicinity, PA	TX7506149
The Berry Company, LLC 12/03/2010	March 2012 062981 Newark-Licking County- Zanesville, OH	TX7273608
The Berry Company, LLC 12/20/2011	December 2010 058044 Newark-Licking County- Zanesville, OH	TX7464768
The Berry Company, LLC 09/15/2011	December 2011 058044 Newton-Colmesneil, TX	TX7439922
The Berry Company, LLC 07/15/2011	August 2011 072120 Nicholasville Area, KY	TX7401709
WLS LLC 07/11/2012	July 2011 103371 Nicholasville Area, KY	TX7565882
The Berry Company, LLC 10/07/2010	July 2012 103371 Nocona, TX	TX7278216

The Berry Company, LLC 09/22/2011	September 2010 072142 Nocona, TX	TX7435376
WLS LLC 10/01/2012	September 2011 072142 Nocona, TX	TX7600871
The Berry Company, LLC 03/17/2011	September 2012 072142 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
The Berry Company, LLC 09/12/2011	March 2011 072380 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
	July 2012 041564	
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
The Berry Company, LLC 03/20/2012	February 2011 103359 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
The Berry Company, LLC 07/31/2009	September 2012 013940 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	TX7482738 01/17/2012
	January 2012	
The Berry Company, LLC	Tenaha-Gary, TX	TX7384812 05/05/2011
The Berry Company, LLC	March 2011 073276 Texarkana, TX	TX7332694 03/22/2011
The Berry Company, LLC	March 2011 073304 Texarkana, TX	TX7505235 03/16/2012
The Berry Company, LLC 04/04/2011	March 2012 073304 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
	May 2012 015520	

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	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
The Berry Company, LLC 05/23/2011	January 2009 103366 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
	December 2011 064637	
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"):

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 [__], 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]
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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 [_____, ____]