

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Bank, N.A. (formerly known as OneWest Bank N.A.)		03/23/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YUCAIPA AMERICAN ALLIANCE FUND I, LP, as agent		
<b>Street Address:</b>	9130 W. Sunset Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75816899	SCOOP SHORE CLUB	
<b>Serial Number:</b>	76033979	SCOOP IT UP	
<b>Serial Number:</b>	76033980	SCOOP IT UP	
<b>Serial Number:</b>	75816896	SCOOP BEACH	
<b>Serial Number:</b>	75816895	SCOOP STREET	
<b>Serial Number:</b>	75816898	SCOOP NYC	
<b>Serial Number:</b>	74370761	SCOOP	
<b>Serial Number:</b>	76393630	SCOOP	
<b>Serial Number:</b>	76469687	SCOOP NYC	
<b>Serial Number:</b>	76469686	SCOOP	
<b>Serial Number:</b>	76567590	THE ULTIMATE CLOSET	
<b>Serial Number:</b>	78346944	SCOOP VEGAS	
<b>Serial Number:</b>	76572546	THE ULTIMATE CLOSET	
<b>Serial Number:</b>	76571166	SCOOP	
<b>Serial Number:</b>	76613281	SCOOP KIDS	
<b>Serial Number:</b>	78797336	SCOOP KIDS	
<b>Serial Number:</b>	78902836	S.C.P.	
<b>Serial Number:</b>	78941077	S.C.P. #96	

OP \$690.00 75816899

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77011023	S.C.P.
Serial Number:	77258340	SCOOP BEACH
Serial Number:	77360276	SCOOP NYC
Serial Number:	77362355	WHAT'S THE SCOOP
Serial Number:	85384577	S.C.P.
Serial Number:	85432856	SCOOP STARTING YOUNG
Serial Number:	85505103	SCOOP
Serial Number:	85505074	SCOOP
Serial Number:	85643317	SCOOP

#### CORRESPONDENCE DATA

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 213-683-9275  
**Email:** joon.hur@mto.com  
**Correspondent Name:** Joon S. Hur  
**Address Line 1:** 355 S. Grand Avenue, 36th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	F162365
<b>NAME OF SUBMITTER:</b>	CORINA RACHINA
<b>SIGNATURE:</b>	/CORINA RACHINA/
<b>DATE SIGNED:</b>	04/08/2016

**Total Attachments: 21**

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## **ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment Agreement"), effective as of March 23, 2016 (the "Effective Date"), is entered into by and between CIT BANK, N.A. (formerly known as OneWest Bank N.A., the "Assignor"), YUCAIPA AMERICAN ALLIANCE FUND I, LP, as agent (the "Assignee") for the benefit of the Secured Lenders (as defined below).

WHEREAS, the Assignor and Yucaipa American Alliance Fund I, LP ("YAAF I") and Yucaipa American Alliance (Parallel) Fund I, L.P. (together with YAAF I, the "Secured Lenders") entered into that certain Assignment and Assumption, dated as of March 23, 2016 (the "Assignment and Assumption"), pursuant to which the Assignor assigned to the Secured Lenders all of its rights and obligations under that certain Credit Agreement, dated as of June 18, 2014, as amended by that certain First Amendment to Credit Agreement, dated as of December 2, 2014, that certain Second Amendment to Credit Agreement and First Amendment to Parent Guaranty, dated as of March 6, 2015, that certain Third Amendment to Credit Agreement and Waiver and Second Amendment to Parent Guaranty, dated as of September 28, 2015, that certain Fourth Amendment to Credit Agreement and Third Amendment to Parent Guaranty, dated as of November 30, 2015, and that certain Fifth Amendment to Credit Agreement and Fourth Amendment to Parent Guaranty, dated as of January 29, 2016 (the "Credit Agreement"), by and among Scoop Management, LLC (the "Borrower") and the Assignor, and the other Credit Documents (as defined in the Credit Agreement); provided, however, the Assignment and Assumption did not affect Assignor's right to pursue the Credit Parties (as defined in the Credit Agreement) for contingent indemnification obligations as provided in the Credit Documents as in effect immediately prior to the effectiveness of the Assignment and Assumption;

WHEREAS, in connection with the Assignment and Assumption, the Secured Lenders, Yucaipa Scoop (Parallel), LLC, Yucaipa Scoop, LLC and the Assignor entered into that certain Letter Agreement dated as of March 23, 2016 (the "Letter Agreement" and together with the Assignment and Assumption, the "Assignment Documentation"); and

WHEREAS, the parties hereto desire to enter into this Assignment Agreement to confirm and effect the assignment and assumption of the Intellectual Property Security Agreement attached as Exhibit A hereto (the "Intellectual Property Security Agreement") as set forth herein.

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

Section 1. Definitions. All capitalized terms used in this Assignment Agreement but not defined herein have the meanings ascribed to them in the Intellectual Property Security Agreement.

Section 2. Assignment and Assumption. The parties hereto acknowledge and agree that it is the intent of the parties that the Intellectual Property Security Agreement be assigned by the Assignor and assumed by the Assignee as the Secured Party thereunder, for the benefit of the Secured Lenders, pursuant to the Assignment Documentation. Notwithstanding the foregoing, for confirmatory purposes and avoidance of doubt, to the extent not already so effected, the Assignor hereby irrevocably sells, assigns and transfers to the Assignee, and the Assignee hereby irrevocably accepts such assignment and assumes from the Assignor, as of the Effective Date (a) all of the Assignor's rights and obligations in its capacity as the Secured Party under the Intellectual Property Security Agreement, and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the

Assignor (in its capacity as the Secured Party under the Intellectual Property Security Agreement) against any person, whether known or unknown, arising under or in connection with the Intellectual Property Security Agreement, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations assigned pursuant to clauses (a) and (b) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in Section 1.1 of Annex 1 to the Assignment and Assumption, without representation or warranty by the Assignor.

Section 3. General Provisions. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement, and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment Agreement and the transactions contemplated hereby and thereby, shall be governed by, and construed in accordance with, the law of the State of California.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective as of the date first written above.

**ASSIGNOR:**

CIT BANK, N.A.

By: Sam Farnace  
Name: Sam Farnace  
Title: MD

**ASSIGNEE:**

**YUCAIPA AMERICAN ALLIANCE  
FUND I, LP**, as Agent for the benefit of the  
Secured Lenders

By: Yucaipa American Alliance Fund I, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Robert P. Bermingham  
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective as of the date first written above.

**ASSIGNOR:**

**CIT BANK, N.A.**

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

Name:

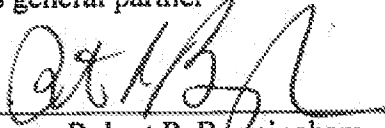
Title:

**ASSIGNEE:**

**YUCAIPA AMERICAN ALLIANCE**

**FUND I, LP, as Agent for the benefit of the  
Secured Lenders**

By: Yucaipa American Alliance Fund I, LLC,  
its general partner

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

Name: Robert P. Birmingham

Title: Vice President

**Exhibit A**

Intellectual Property Security Agreement



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of June 18, 2014 (the "**Effective Date**") between each of the signatories hereto (collectively, the "**Grantors**") in favor of OneWest Bank N.A. (the "**Secured Party**") (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "**Copyrights**").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart

of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SCOOP MANAGEMENT LLC,**  
as a Grantor

By: 

Name: Robert P. Bermingham  
Title: Vice President

**SCOOP BEACH LLC**  
**SCOOP BHS LLC**  
**SCOOP BUCKHEAD LLC**  
**SCOOP BOSTON LLC**  
**SCOOP CHICAGO LLC**  
**SCOOP CT LLC**  
**SCOOP DALLAS, LLC**  
**SCOOP EAST LLC**  
**SCOOP LAS VEGAS LLC**  
**SCOOP LI LLC**  
**SCOOP SHORE CLUB LLC**  
**SCOOP SOHO LLC**  
**SCOOP STORES BEVERLY, LLC**  
**SCOOP STORES CA, LLC**  
**SCOOP UNION SQUARE SF LLC**  
**SCOOP WEB LLC**  
**SCOOP WFC LLC**  
**SCOOP 14 LLC, each as a Grantor**

By: **SCOOP MANAGEMENT LLC, as sole member**

By: 

Name: Robert P. Bermingham  
Title: Vice President

**430 W. 14 REALTY JV, LLC, as a Grantor**

**By: SCOOP MANAGEMENT LLC, as managing member**

By: 

Name: Robert P. Bermingham

Title: Vice President

ONEWEST BANK N.A., as Secured Party

By: John Farrace  
Name: John Farrace  
Title: Executive Vice President

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Copyrights**

None.

2. **Patents**

None.

3. **Trademarks**

Grantor	Trademarks	Filing Date	Status	Serial No.
<b>Domestic</b>				
Scoop Management LLC	<b>Scoop Shore Club</b>	10/8/1999	Registered	75/816,899
Scoop Management LLC	<b>Scoop It Up</b>	4/26/2000	Registered	76/033,979
Scoop Management LLC	<b>Scoop It Up</b>	4/26/2000	Registered	76/033,980
Scoop Management LLC	<b>Scoop Beach</b>	10/8/1999	Registered	75/816,896
Scoop Management LLC	<b>Scoop Street</b>	10/8/1999	Registered	75/816,895
Scoop Management LLC	<b>Scoop NYC</b>	10/8/1999	Registered	75/816,898
Scoop Management LLC	<b>Scoop</b>	3/24/1993	Registered	74/370,761
Scoop Management LLC	<b>Scoop plus Design</b>	4/8/2002	Registered	76/393630
Scoop Management	<b>Scoop NYC plus</b>	11/12/2002	Registered	76/469,687

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	Logo			
Scoop Management LLC	Scoop plus Design	11/12/2002	Registered	76/469,686
Scoop Management LLC	The Ultimate Closet plus Design	12/30/2003	Registered	76/567,590
Scoop Management LLC	SCOOP VEGAS	12/31/2003	Registered	78/346,944
Scoop Management LLC	The Ultimate Closet	1/27/2004	Registered	76/572,546
Scoop Management LLC	Scoop Plus Design	1/20/2004	Registered	76/571,166
Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management LLC	S.C.P. #96	7/31/2006	Registered	78/941,077
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
Scoop Management LLC	Scoop NYC plus Design	12/27/2007	Registered	77/360,276
Scoop Management	What's The Scoop	1/2/2008	Registered	77/362,355



Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	plus Design			
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
<b>Foreign</b>		<b>Filing Date/(Country)</b>		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC		(China)		
Scoop Management LLC	<b>Scoop plus Oval Design</b>	8/15/2011 (China)	Pending	9845051
Scoop Management LLC	<b>Scoop</b>	10/28/1999 (CTM)	Registered	1363928
Scoop Management LLC	<b>Scoop plus Design</b>	4/30/2004 (CTM)	Registered	3810686
Scoop Management LLC	<b>Scoop Beach plus Design</b>	8/20/2007 (CTM)	Registered	6 213 094
Scoop Management LLC	<b>WHAT'S THE SCOOP</b>	7/26/2005 (Hong Kong)	Registered	300465093
Scoop Management LLC	<b>SCOOP STREET</b>	7/26/2005 (Hong Kong)	Registered	300465101
Scoop Management LLC	<b>What's The Scoop</b>	3/7/2005 (Japan)	Registered	2005-19377
Scoop Management LLC	<b>SCOOPSTREET</b>	3/7/2005 (Japan)	Registered	2005-19379
Scoop Management LLC	<b>SCOOPKIDS</b>	3/7/2005 (Japan)	Registered	2005-19378
Scoop Management LLC	<b>SCOOPNYC</b>	11/16/2005 (Japan)	Registered	2005-107975
Scoop Management LLC	<b>Scoop plus logo</b>	12/17/2005 (Kuwait)	Registered	74169
Scoop Management LLC	<b>SCOOP plus Design</b>	1/20/2005 (Russia)	Pending	20055700895
Scoop Management LLC	<b>SCOOP NYC plus Design</b>	12/6/2005 (Saudi Arabia)	Registered	101702
Scoop Management LLC	<b>Scoop plus Design</b>	1/31/2005 (Switzerland)	Registered	50744/2005
Scoop Management LLC	<b>Scoop Street</b>	7/25/2005 (Taiwan)	Registered	094035399
Scoop Management LLC	<b>WHATS THE SCOOP</b>	7/25/2005 (Taiwan)	Registered	094035400

Grantor	Trademarks	Filing Date	Status	Serial No.
Scoop Management LLC	Scoop NYC plus logo	5/3/2006 (UAE)	Registered	80277

**4. Licenses**

None.

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Copyrights**

None.

2. **Patents**

None.

3. **Trademarks**

Grantor	Trademarks	Filing Date	Status	Serial No.
<b>Domestic</b>				
Scoop Management LLC	<b>Scoop Shore Club</b>	10/8/1999	Registered	75/816,899
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Scoop Management LLC	<b>Scoop It Up</b>	4/26/2000	Registered	76/033,980
Scoop Management LLC	<b>Scoop Beach</b>	10/8/1999	Registered	75/816,896
Scoop Management LLC	<b>Scoop Street</b>	10/8/1999	Registered	75/816,895
Scoop Management LLC	<b>Scoop NYC</b>	10/8/1999	Registered	75/816,898
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Scoop Management LLC	<b>Scoop plus Design</b>	4/8/2002	Registered	76/393630
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Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management LLC	S.C.P. #96	7/31/2006	Registered	78/941,077
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
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Scoop Management	What's The Scoop	1/2/2008	Registered	77/362,355

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	plus Design			
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
<b>Foreign</b>		<b>Filing Date/(Country)</b>		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC		(China)		
Scoop Management LLC	<b>Scoop plus Oval Design</b>	8/15/2011 (China)	Pending	9845051
Scoop Management LLC	<b>Scoop</b>	10/28/1999 (CTM)	Registered	1363928
Scoop Management LLC	<b>Scoop plus Design</b>	4/30/2004 (CTM)	Registered	3810686
Scoop Management LLC	<b>Scoop Beach plus Design</b>	8/20/2007 (CTM)	Registered	6 213 094
Scoop Management LLC	<b>WHAT'S THE SCOOP</b>	7/26/2005 (Hong Kong)	Registered	300465093
Scoop Management LLC	<b>SCOOP STREET</b>	7/26/2005 (Hong Kong)	Registered	300465101
Scoop Management LLC	<b>What's The Scoop</b>	3/7/2005 (Japan)	Registered	2005-19377
Scoop Management LLC	<b>SCOOPSTREET</b>	3/7/2005 (Japan)	Registered	2005-19379
Scoop Management LLC	<b>SCOOPKIDS</b>	3/7/2005 (Japan)	Registered	2005-19378
Scoop Management LLC	<b>SCOOPNYC</b>	11/16/2005 (Japan)	Registered	2005-107975
Scoop Management LLC	<b>Scoop plus logo</b>	12/17/2005 (Kuwait)	Registered	74169
Scoop Management LLC	<b>SCOOP plus Design</b>	1/20/2005 (Russia)	Pending	20055700895
Scoop Management LLC	<b>SCOOP NYC plus Design</b>	12/6/2005 (Saudi Arabia)	Registered	101702
Scoop Management LLC	<b>Scoop plus Design</b>	1/31/2005 (Switzerland)	Registered	50744/2005
Scoop Management LLC	<b>Scoop Street</b>	7/25/2005 (Taiwan)	Registered	094035399
Scoop Management LLC	<b>WHATS THE SCOOP</b>	7/25/2005 (Taiwan)	Registered	094035400

Grantor	Trademarks	Filing Date	Status	Serial No.
Scoop Management LLC	Scoop NYC plus logo	5/3/2006 (UAE)	Registered	80277

**4. Licenses**

None.