

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keefe Group, LLC		10/14/2016	Limited Liability Company: MISSOURI
Advanced Technologies Group, L.L.C.		10/14/2016	Limited Liability Company: MISSOURI
Courtesy Products, L.L.C.		10/14/2016	Limited Liability Company: MISSOURI
Inmate Calling Solutions, L.L.C.		10/14/2016	Limited Liability Company: CALIFORNIA
Courtesy Group, L.L.C.		10/14/2016	Limited Liability Company: MISSOURI
Swanson Services Corporation		10/14/2016	Corporation: FLORIDA
Cobra Software Group, L.L.C.		10/14/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street, Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 130

Property Type	Number	Word Mark
Serial Number:	75567901	ACCESS
Serial Number:	77686417	ACCESS CORRECTIONS
Serial Number:	86908255	ACCESSCORRECTIONS.COM
Serial Number:	77686454	ACCESS SECURE DEPOSITS
Serial Number:	77857288	ACCESS SECURE INTAKE
Serial Number:	77857267	ACCESS SECURE MAIL
Serial Number:	86899483	ACCESS SECURE PAYMENTS
Serial Number:	86490051	ACCESS SECURE PHOTO

CH \$3265.00 75567901

Property Type	Number	Word Mark
Serial Number:	77857297	ACCESS SECURE RELEASE
Serial Number:	77857283	ACCESS SECUREPAK
Serial Number:	78477728	ACCESS TO ENTERTAINMENT
Serial Number:	86200473	ADVANCED TECHNOLOGIES GROUP
Serial Number:	77686529	AMP'D
Serial Number:	86202203	ATG
Serial Number:	78622885	BRUSHY CREEK
Serial Number:	76022541	BRUSHY CREEK
Serial Number:	74487027	CACTUS ANNIE'S
Serial Number:	85983977	CAFE VALET
Serial Number:	73704956	CAFE VALET
Serial Number:	78624017	CENTRICSTORE
Serial Number:	78611970	CITY COW
Serial Number:	77216119	CLEAR CHOICE
Serial Number:	77216099	CLEAR CHOICE
Serial Number:	78670595	COOL WAVE
Serial Number:	72117120	COURTESY
Serial Number:	76171573	COURTESY PRODUCTS
Serial Number:	73803850	CRAWFORD
Serial Number:	85848655	CV
Serial Number:	78170606	CV1
Serial Number:	86716299	CYBERSUITE
Serial Number:	77919412	DATA DETECTIVE
Serial Number:	86249962	
Serial Number:	73819755	E.Z. DIGBY'S
Serial Number:	85822664	EXPRESS KART
Serial Number:	76022619	FRESH CATCH
Serial Number:	75628807	FRESH CATCH
Serial Number:	86295832	GOLDEN VALLEY CEREAL
Serial Number:	86295915	GOLDEN VALLEY CEREALS A TASTE OF HOME
Serial Number:	77656811	GOLDEN VALLEY SNACKS A TASTE OF HOME
Serial Number:	74313673	HERITAGE
Serial Number:	76549788	ICSOLUTIONS
Serial Number:	78191743	INMATE CALLING SOLUTIONS
Serial Number:	78536230	ION3
Serial Number:	77049013	K
Serial Number:	74388018	K
Serial Number:	86908158	K

Property Type	Number	Word Mark
Serial Number:	77049011	K KEEFE GROUP
Serial Number:	86890245	K KEEFE GROUP
Serial Number:	86908241	K KEEFE SUPPLY COMPANY
Serial Number:	74400401	KEEFE
Serial Number:	86168477	KEEFE COFFEE
Serial Number:	74375177	KEEFE COMMISSARY NETWORK
Serial Number:	86908197	K KEEFE COMMISSARY NETWORK
Serial Number:	78362951	KEEFE GROUP
Serial Number:	78967836	KEEFE KITCHENS
Serial Number:	78967835	KEEFE KITCHENS
Serial Number:	78967951	KEEFE KITCHENS QUALITY PRODUCTS
Serial Number:	78967950	KEEFE KITCHENS QUALITY PRODUCTS
Serial Number:	86087154	KEEFE SUPPLY COMPANY
Serial Number:	86813948	MARKET SQUARE BAKERY
Serial Number:	86361198	MAXX PRO
Serial Number:	76397235	MOON LODGE
Serial Number:	85474264	NEW LEAF A HEALTHIER ALTERNATIVE
Serial Number:	86888834	NEXT 1
Serial Number:	77915940	PARAMOUNT DAIRY FARMS
Serial Number:	78446118	POWER-UP
Serial Number:	78467317	PRO-TECTION
Serial Number:	75317448	SECUREPAK
Serial Number:	85890508	SECUREWARDS
Serial Number:	77686546	SEVILLA
Serial Number:	86867139	SEVILLA
Serial Number:	85119760	SNAPBREW
Serial Number:	78223652	SQUEEZ-UMS
Serial Number:	85890319	SWEET FUSIONS
Serial Number:	86868751	TETRA
Serial Number:	78977550	THAI PALACE
Serial Number:	78614169	THAI PALACE
Serial Number:	77919459	THE EDGE
Serial Number:	86249890	THE EDGE TABLET
Serial Number:	78624007	THE ENFORCER
Serial Number:	78907042	"THE" ONE CUP!
Serial Number:	85474214	THE WHOLE SHABANG
Serial Number:	86867284	THE WHOLE SHABANG
Serial Number:	78872216	TOKYO DINER

Property Type	Number	Word Mark
Serial Number:	76066617	UNCANNY TASTE AND CONVENIENCE
Serial Number:	76022620	UNCANNY TASTE AND CONVENIENCE
Serial Number:	75659260	UNCANNY TASTE AND CONVENIENCE
Serial Number:	77853756	V4ORCE
Serial Number:	76266150	VOYAGER
Serial Number:	76190115	VOYAGER
Serial Number:	86267580	WHOLE SHABANG
Serial Number:	87041618	WHOLESHABANG.COM
Serial Number:	85240381	WORD DETECTIVE
Serial Number:	77686552	ZIPPY CAKES
Serial Number:	85523473	ZIPPY COOKIES
Serial Number:	86457754	
Serial Number:	75625582	SOREN
Serial Number:	85589902	BAIL JUMPER BILLY
Serial Number:	85612959	BAIL JUMPER BILLY
Serial Number:	85589917	BILLY BREW
Serial Number:	75593683	BOOK'EM BUNNY
Serial Number:	78299179	BOUNTY HUNTER BUFFALO
Serial Number:	77975928	CHAIN GANG CHIPMUNK
Serial Number:	85471440	CHUCKWAGON CAFE
Serial Number:	78142974	DEPUTY DOLPHIN
Serial Number:	85128524	DETECTIVE DOBERMAN
Serial Number:	75593682	FOXY FELON
Serial Number:	86428787	GAMBLIN' GIRAFFE
Serial Number:	78299185	GANGSTER GATOR
Serial Number:	77771657	HOODLUM HIPPO
Serial Number:	78929004	JAGUAR JAILER
Serial Number:	75593684	JAIL BIRD
Serial Number:	78712518	MISS DA'MEANER MONKEY
Serial Number:	75593653	MUGGER MOOSE
Serial Number:	77459172	OFFICER OWL
Serial Number:	74403376	OFFSITE COMMISSARY
Serial Number:	75337749	ONSITE COMMISSARY
Serial Number:	74256538	OVERNITE COMMISSARY
Serial Number:	78142972	PENITENTIARY PENGUIN
Serial Number:	75190483	S
Serial Number:	75785936	S
Serial Number:	78142971	SERGEANT SQUIRREL

Property Type	Number	Word Mark
Serial Number:	78142957	SGT. SQUIRREL
Serial Number:	86168691	SHERIFF STALLION
Serial Number:	75593651	SWANSON COLLECTABLES
Serial Number:	74256641	SWANSON INMATE COMMISSARY SERVICES
Serial Number:	75582223	SWANSON SERVICES CORPORATION
Serial Number:	78142975	COBRA BANKER
Serial Number:	78137578	COBRA SOFTWARE GROUP
Serial Number:	75578126	COBRA SOFTWARE GROUP

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 111591-0029

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 10/14/2016

Total Attachments: 11

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FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of October 14, 2016 (this “**Agreement**”), among Keefe Group, LLC, a Missouri limited liability company, Advanced Technologies Group, L.L.C., a Missouri limited liability company, Courtesy Products, L.L.C., a Missouri limited liability company, Inmate Calling Solutions, L.L.C., a California limited liability company, Courtesy Group, L.L.C., a Missouri limited liability company, Swanson Services Corporation, a Florida corporation and Cobra Software Group, L.L.C., a Florida limited liability company (collectively, the “**Grantors**” and each a “**Grantor**”) and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among TKC Holdings, Inc., a Delaware corporation (the “**Borrower**”), TKC Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto and the Agent and (b) the First Lien Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Loan Guaranty, each of the Grantors, pursuant to the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in or to any of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all domestic rights corresponding to any

of the foregoing, including those listed on Schedule I, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks record this First Lien Trademark Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

SECTION 5. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Keefe Group, LLC, a Missouri limited liability company, as Grantor
Advanced Technologies Group, LLC, a Missouri limited liability company, as Grantor
Courtesy Products, L.L.C., a Missouri limited liability company, as Grantor
Inmate Calling Solutions, LLC, a California limited liability company, as Grantor
Courtesy Group, L.L.C., a Missouri limited liability company, as Grantor

By: 
Name: James M. Theiss
Title: Chief Executive Officer

Swanson Services Corporation, a Florida corporation, as Grantor
Cobra Software Group, L.L.C., a Florida limited liability company, as Grantor

By: _____
Name: Christopher Alberta
Title: Chief Executive Officer and President

[Signature Page to First Lien Trademark Short Form Security Agreement]

TRADEMARK
REEL: 005899 FRAME: 0496

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Keefe Group, LLC, a Missouri limited liability company, as Grantor
Advanced Technologies Group, LLC, a Missouri limited liability company, as Grantor
Courtesy Products, L.L.C., a Missouri limited liability company, as Grantor
Inmate Calling Solutions, LLC, a California limited liability company, as Grantor
Courtesy Group, L.L.C., a Missouri limited liability company, as Grantor


By: _____
Name: James M. Theiss
Title: Chief Executive Officer

Swanson Services Corporation, a Florida corporation, as Grantor
Cobra Software Group, L.L.C., a Florida limited liability company, as Grantor

By:  _____
Name: Christopher Alberta
Title: Chief Executive Officer and President


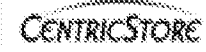
**CORTLAND CAPITAL MARKET SERVICES
LLC**






as Collateral Agent,

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule I

United States Trademarks and Trademark Applications


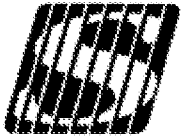
MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
ACCESS	75567901	2302004	Keefe Group, LLC
ACCESS CORRECTIONS	77686417	4194918	Keefe Group, LLC
ACCESSCORRECTIONS.COM	86908255	—	Keefe Group, LLC
ACCESS SECURE DEPOSIT	77686454	3811789	Keefe Group, LLC
ACCESS SECURE INTAKE	77857288	4301658	Keefe Group, LLC
ACCESS SECURE MAIL	77857267	4501953	Keefe Group, LLC
ACCESS SECURE PAYMENTS	86899483	—	Keefe Group, LLC
ACCESS SECURE PHOTO	86490051	4980737	Keefe Group, LLC
ACCESS SECURE RELEASE	77857297	4495052	Keefe Group, LLC
ACCESS SECUREPAK	77857283	3891999	Keefe Group, LLC
ACCESS TO ENTERTAINMENT	78477728	3839347	Keefe Group, LLC
ADVANCED TECHNOLOGIES GROUP	86200473	4900127	Advanced Technologies Group, LLC
AMP'D	77686529	4346993	Keefe Group, LLC
ATG and design 	86202203	—	Advanced Technologies Group, LLC
BRUSHY CREEK	78622885	3231082	Keefe Group, LLC
BRUSHY CREEK	76022541	2595344	Keefe Group, LLC
CACTUS ANNIE'S	74487027	2024270	Keefe Group, LLC
CAFE VALET	85983977	—	Courtesy Products, L.L.C.
CAFE VALET	73704956	1552741	Courtesy Products, L.L.C.
CENTRICSTORE and Design 	78624017	3179539	Keefe Group, LLC
CITY COW	78611970	3363235	Keefe Group, LLC
CLEAR CHOICE	77216119	4038770	Keefe Group, LLC
CLEAR CHOICE	77216099	4042309	Keefe Group, LLC
COOL WAVE	78670595	3128174	Keefe Group, LLC
COURTESY	72117120	728216	Courtesy Products, L.L.C.
COURTESY PRODUCTS	76171573	2667953	Courtesy Products, LLC
CRAWFORD	73803850	1625518	Keefe Group, LLC

MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
CV Design 	85848655	—	Courtesy Products, LLC
CV1	78170606	2783348	Courtesy Products, LLC
CYBERSUITE	86716299	4922453	Keefe Group, LLC
DATA DETECTIVE	77919412	4206362	Keefe Group, LLC
	86249962	—	Keefe Group, LLC
E.Z. DIGBY'S	73819755	1596703	Keefe Group, LLC
EXPRESS KART	85822664	4395501	Keefe Group, LLC
FRESH CATCH	76022619	2640390	Keefe Group, LLC
FRESH CATCH	75628807	2392246	Keefe Group, LLC
GOLDEN VALLEY CEREAL	86295832	—	Keefe Group, LLC
GOLDEN VALLEY CEREALS A TASTE OF HOME and design 	86295915	4746519	Keefe Group, LLC
GOLDEN VALLEY SNACKS A TASTE OF HOME and Design 	77656811	4154386	Keefe Group, LLC
HERITAGE	74313673	1947824	Keefe Group, LLC
ICSOLUTIONS	76549788	2902965	Inmate Calling Solutions, LLC
INMATE CALLING SOLUTIONS	78191743	2853504	Inmate Calling Solutions, LLC
ION3 (Stylized) 	78536230	3522438	Keefe Group, LLC

MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
K and Design 	77049013	3259899	Keefe Group, LLC
K and Design 	74388018	1872923	Keefe Group, LLC
K and Design (new) 	86908158	5003473	Keefe Group, LLC
K KEEFE GROUP and Design 	77049011	3333491	Keefe Group, LLC
K KEEFE GROUP and Design (new) 	86890245	5003452	Keefe Group, LLC
K KEEFE SUPPLY COMPANY and Design 	86908241	5003475	Keefe Group, LLC
KEEFE	74400401	1943352	Keefe Group, LLC
KEEFE COFFEE	86168477	4989051	Keefe Group, LLC
KEEFE COMMISSARY NETWORK	74375177	1958201	Keefe Group, LLC
KEEFE COMMISSARY NETWORK (logo new) 	86908197	5003474	Keefe Group, LLC
KEEFE GROUP	78362951	3149475	Keefe Group, LLC
KEEFE KITCHENS	78967836	3286439	Keefe Group, LLC
KEEFE KITCHENS	78967835	3261117	Keefe Group, LLC

MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
KEEFE KITCHENS QUALITY PRODUCTS and Design 	78967951	3286441	Keefe Group, LLC
KEEFE KITCHENS QUALITY PRODUCTS and Design 	78967950	3286440	Keefe Group, LLC
KEEFE SUPPLY COMPANY	86087154	4665689	Keefe Group, LLC
MARKET SQUARE BAKERY	86813948	—	Keefe Group, LLC
MAXX PRO	86361198	4834658	Keefe Group, LLC
MOON LODGE	76397235	2782904	Keefe Group, LLC
NEW LEAF A HEALTHIER ALTERNATIVE and Design 	85474264	4905291	Keefe Group, LLC
NEXT 1	86888834	4993544	Keefe Group, LLC
PARAMOUNT DAIRY FARMS	77915940	4533797	Keefe Group, LLC
POWER-UP	78446118	3066791	Keefe Group, LLC
PRO-TECTION	78467317	3101966	Keefe Group, LLC
SECUREPAK	75317448	2302528	Keefe Group, LLC
SECUREWARDS	85890508	4432189	Keefe Group, LLC
SEVILLA	77686546	3908573	Keefe Group, LLC
SEVILLA	86867139	—	Keefe Group, LLC
SNAPBREW	85119760	4283385	Courtesy Group, L.L.C.
SQUEEZ-UMS	78223652	2898223	Keefe Group, LLC
SWEET FUSIONS	85890319	4550186	Keefe Group, LLC
TETRA	86868751	—	Courtesy Products, LLC
THAI PALACE	78977550	3166827	Keefe Group, LLC
THAI PALACE	78614169	3225765	Keefe Group, LLC
THE EDGE	77919459	4230351	Keefe Group, LLC
THE EDGE TABLET and Design 	86249890	4998734	Keefe Group, LLC
THE ENFORCER	78624007	3103625	Inmate Calling Solutions, LLC

MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
"THE" ONE CUP! and Design 	78907042	3478221	Courtesy Group, L.L.C.
THE WHOLE SHABANG	85474214	4175016	Keefe Group, LLC
THE WHOLE SHABANG	86867284	—	Keefe Group, LLC
TOKYO DINER	78872216	3213115	Keefe Group, LLC
UNCANNY TASTE AND CONVENIENCE	76066617	2626027	Keefe Group, LLC
UNCANNY TASTE AND CONVENIENCE	76022620	2568226	Keefe Group, LLC
UNCANNY TASTE AND CONVENIENCE	75659260	2388701	Keefe Group, LLC
V4ORCE	77853756	4006772	Keefe Group, LLC
VOYAGER	76266150	2558692	Courtesy Products, LLC
VOYAGER	76190115	2515046	Courtesy Products, LLC
WHOLE SHABANG	86267580	4998754	Keefe Group, LLC
WHOLESHABANG.COM	87041618		Keefe Group, LLC
WORD DETECTIVE	85240381	4276319	Inmate Calling Solutions, LLC dba IC Solutions
ZIPPY CAKES	77686552	3929105	Keefe Group, LLC
ZIPPY COOKIES	85523473	4310322	Keefe Group, LLC
Design Only 	86/457754	—	Keefe Group, LLC
SOREN	75/625582	2387121	Keefe Group, LLC
BAIL JUMPER BILLY	85589902	4,397,094	Swanson Services Corporation
BAIL JUMPER BILLY	85612959	4,246,038	Swanson Services Corporation
BILLY BREW	85589917	4,478,606	Swanson Services Corporation
BOOK'EM BUNNY	75593683	2,517,916	Swanson Services Corporation
BOUNTY HUNTER BUFFALO	78299179	2,961,254	Swanson Services Corporation
CHAIN GANG CHIPMUNK	77975928	3,557,522	Swanson Services Corporation
CHUCKWAGON CAFE	85471440	4,178,504	Swanson Services Corporation
DEPUTY DOLPHIN	78142974	2,827,702	Swanson Services Corporation
DETECTIVE DOBERMAN	85128524	4,013,865	Swanson Services Corporation
FOXY FELON	75593682	2,513,063	Swanson Services Corporation
GAMBLIN' GIRAFFE	86428787	4,771,993	Swanson Services Corporation
GANGSTER GATOR	78299185	2,889,227	Swanson Services Corporation
HOODLUM HIPPO	77771657	3,898,510	Swanson Services Corporation
JAGUAR JAILER	78929004	3,242,131	Swanson Services Corporation
JAIL BIRD	75593684	2,494,712	Swanson Services Corporation
MISS DA'MEANER MONKEY	78712518	3,135,696	Swanson Services Corporation
MUGGER MOOSE	75593653	2,500,705	Swanson Services Corporation
OFFICER OWL	77459172	3,686,973	Swanson Services Corporation
OFFSITE COMMISSARY	74403376	1,835,064	Swanson Services Corporation
ONSITE COMMISSARY	75337749	2,220,199	Swanson Services Corporation

MARK	SERIAL NUMBER	REGISTRATION NO.	REGISTRANT
OVERNITE COMMISSARY	74256538	1,784,562	Swanson Services Corporation
PENITENTIARY PENGUIN	78142972	2,724,293	Swanson Services Corporation
S and Design 	75190483	2,150,368	Swanson Services Corporation
S and Design 	75785936	2,350,347	Swanson Services Corporation
SERGEANT SQUIRREL	78142971	2,724,292	Swanson Services Corporation
SGT. SQUIRREL	78142957	2,702,759	Swanson Services Corporation
SHERIFF STALLION	86168691	4,584,397	Swanson Services Corporation
SWANSON COLLECTABLES	75593651	2,407,054	Swanson Services Corporation
SWANSON INMATE COMMISSARY SERVICES	74256641	1,781,886	Swanson Services Corporation
SWANSON SERVICES CORPORATION	75582223	2,404,722	Swanson Services Corporation
COBRA BANKER	78142975	2,724,294	Cobra Software Group, LLC
COBRA SOFTWARE GROUP and Design	78137578	2,697,977	Cobra Software Group, LLC
COBRA SOFTWARE GROUP	75578126	2,471,991	Cobra Software Group, LLC