United States Bankruptcy Court Southern District of Texas

ENTERED

July 07, 2025 Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

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In re:	:	Chapter 11
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LION RIBBON TEXAS CORP., et al.,	:	Case No. 25-90164 (CML)
	:	
Debtors. 1	:	(Jointly Administered)
	:	,
	X	

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL; (II) GRANTING LIENS AND PROVIDING SUPER-PRIORITY ADMINISTRATIVE EXPENSE STATUS; (III) GRANTING ADEQUATE PROTECTION; (IV) SCHEDULING A FINAL HEARING; (V) MODIFYING THE AUTOMATIC STAY; AND (VI) GRANTING RELATED RELIEF

Upon the motion, dated July 6, 2025 (the "<u>DIP Motion</u>"), of Lion Ribbon Texas Corp. and its affiliated debtors and debtors in possession (collectively, the "<u>Debtors</u>") in the above-captioned chapter 11 cases (these "<u>Chapter 11 Cases</u>"), seeking entry of an order (this "<u>Interim DIP Order</u>") pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, 507 and 552 of chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>"), Rules 2002, 4001, 6003, 6004, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>") and Rules 2002-1, 4001-1(b), 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "<u>Bankruptcy Local Rules</u>"), and the Procedures for Complex Cases in the Southern District of Texas (the "<u>Complex Case Procedures</u>"), for, *inter alia*, the following relief:

(i) authorizing, pursuant to sections 105(a), 363(b), 364(c), and 364(d) of the Bankruptcy Code, the Debtors to execute, deliver, perform under and enter into transactions under:

A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://cases.ra.kroll.com/DGA. The Debtors' mailing address for the purposes of these cases is 2015 West Front Street Berwick, PA 18603.

- that certain Senior Secured Superpriority Debtor-in-Possession Loan (a) Agreement and Security Agreement, to be dated on or about the DIP Closing Date,² the form of which is attached as Exhibit A to this Interim DIP Order (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "DIP Credit Agreement" and, all obligations or liabilities of the Debtors with respect to the DIP Credit Agreement and the other DIP Documents (as defined below), the "DIP Obligations"), among (i) IG Design Group Americas, Inc., as borrower (the "Borrower"), (ii) each subsidiary of the Borrower listed as a guarantor under the DIP Credit Agreement, and (iii) HCS 107, LLC, as lender (the "DIP Lender"), in respect of a senior secured superpriority debtor-in-possession credit facility in the aggregate principal amount not to exceed \$53,000,000 (the "DIP Facility"), which shall consist of (a) senior secured, superpriority multidraw new money term loans in an aggregate amount not to exceed \$38,000,000 (the "New Money DIP Loans"), of which (1) up to \$25,000,000 as provided in the DIP Credit Agreement shall be made available for borrowing upon entry of this Interim DIP Order (the "Interim Amount"), and (2) up to \$13,000,000 as provided in the DIP Credit Agreement shall be made available for borrowing, subject to reaching agreement on a new Approved Budget (as defined below) on or before July 28, 2025, and upon entry of the Final DIP Order (as defined below) (the "Final Amount"), and (b) subject to entry of the DIP Orders, the roll-up and conversion into Roll-Up Loans (as defined below) in an amount equal to the outstanding balance of the Prepetition Loan Obligations (as defined below); and
- (b) all other documents related thereto, including the Approved Budget (collectively with the DIP Credit Agreement, the "DIP Documents").
- (ii) granting, subject to the Carve-Out (as defined below) and the priorities identified herein, to the DIP Lender:
 - (a) superpriority claims pursuant to sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code, against the Debtors to secure the DIP Obligations, which obligations shall be the liability of the Debtors on a joint and several basis; and
 - (b) the DIP Liens (as defined below), pursuant to sections 364(c) and 364(d) of the Bankruptcy Code, to secure the DIP Obligations, on the DIP Collateral (as defined below), including (i) a first-priority lien on all of the Debtors' unencumbered property, and (ii) a first-priority priming lien on the Prepetition Loan Collateral (as defined below).

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For purposes herein, the "<u>DIP Closing Date</u>" means the date on which the DIP Facility is entered into and becomes effective, which shall occur on the date that this Interim DIP Order is entered or as soon as practicable thereafter.

- (iii) authorizing the Debtors, pursuant to sections 361, 362 and 363 of the Bankruptcy Code:
 - (a) to use the Prepetition Loan Collateral (including cash collateral) in accordance with the terms of the DIP Credit Agreement and this Interim DIP Order;
 - (b) to provide adequate protection, subject to the Carve-Out and the priorities identified herein, to the Prepetition Lender (as defined below) in accordance with the terms of this Interim DIP Order; and
 - (c) to provide adequate protection, subject to the Carve-Out and the priorities identified herein, to JPMorgan Chase Bank, N.A., as agent (the "Receivables Agent"), under that certain Master Receivables Purchase Acceptance Letter, by and between the Receivables Agent and the Borrower, dated July 13, 2020 (the "Receivables Agreement"), in accordance with the terms of this Interim DIP Order.
- (iv) upon entry of an order approving the DIP Facility on a final basis (the "<u>Final DIP</u> <u>Order</u>" and, together with the Interim DIP Order, the "<u>DIP Orders</u>"), authorizing the Debtors to waive, for the benefit of the DIP Lender and the Prepetition Lender:
 - (a) any Debtors' right to surcharge collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise;
 - (b) the "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code; and
 - (c) the equitable doctrine of marshaling or similar doctrines;
- (v) authorizing the Debtors to effectuate the roll-up and conversion of Prepetition Loan Obligations into DIP Obligations and use the proceeds of the DIP Facility, in accordance with this Interim DIP Order and the DIP Documents;
- (vi) modifying the automatic stay to the extent set forth herein and in the DIP Documents; and
- (vii) scheduling a final hearing (the "<u>Final Hearing</u>") to consider final approval of the DIP Documents as set forth in the Motion.

and the Interim Hearing having been held by this United States Bankruptcy Court for the Southern District of Texas (this "Court") on July 7, 2025; and pursuant to Bankruptcy Rule 4001 and Local Rule 2002-1, due and sufficient notice of the DIP Motion and the relief sought at the Interim Hearing having been given under the particular circumstances by the Debtors; this Court having

considered the DIP Motion, the DIP Documents, and all pleadings related thereto, including the declarations in support of the DIP Motion; the record made by the Debtors at the Interim Hearing; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

THIS COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS

- A. <u>Petition Date</u>. On July 3, 2025 (the "<u>Petition Date</u>"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
- B. <u>Joint Administration</u>. The Court entered an order approving the joint administration of these Chapter 11 Cases.
- C. <u>Debtors in Possession</u>. The Debtors have continued in the management and operation of their businesses and properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.
- D. <u>Jurisdiction and Venue</u>. This Court has core jurisdiction over these Chapter 11 Cases, the DIP Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for these Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution. The predicates for the relief sought herein are sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, 9013 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1 and 9013-1.

OF LAW:³

Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.

- E. <u>Committee Formation</u>. As of the date hereof, the United States Trustee for the Southern District of Texas (the "<u>U.S. Trustee</u>") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases (a "<u>Creditors' Committee</u>").
- F. <u>Debtors' Stipulations</u>. After consultation with their attorneys and financial advisors, the Debtors (subject to the limitations thereon in favor of non-Debtors contained in Paragraph 26 of this Interim DIP Order), on their behalf and on behalf of their estates, admit, acknowledge, agree, and stipulate as follows:
- (a) Prepetition Loans. Pursuant to that certain Loan Agreement and Security Agreement, dated as of June 23, 2025, executed by the Borrower, as borrower, each subsidiary of the Borrower listed thereunder as a guarantor, and HCS 107, LLC, as lender (the "Prepetition Lender") (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Loan Agreement"), the Prepetition Lender extended certain loans and other financial accommodations to the Borrower and the Guarantors (the "Prepetition Loans"). The Prepetition Loan Agreement and any other agreements and documents executed or delivered in connection therewith or pursuant thereto, each as may be amended, restated, supplemented or otherwise modified from time to time, are collectively referred to herein as the "Prepetition Loan Documents."
- (b) Prepetition Loan Obligations. As of the Petition Date: (i) the Prepetition Lender is owed on account of the Prepetition Loans the principal amount of approximately \$15,000,000 (such obligations, together with all interest, fees, reimbursement obligations, indemnification obligations and all other "Secured Obligations" under and as defined in the Prepetition Loan Agreement, are collectively referred to herein as the "Prepetition Loan Obligations"); and (ii) the Debtors are jointly and severally indebted and liable to the Prepetition Lender in respect of the Prepetition Loan Obligations under the Prepetition Loan Agreement.
- (c) Prepetition Loan Liens and Prepetition Loan Collateral. As more fully set forth in the Prepetition Loan Documents, pursuant to the Prepetition Loan Agreement, the Debtors pledged to the Prepetition Lender a senior first-priority lien on substantially all of the Debtors' assets (the "Prepetition Loan Liens"), including all proceeds thereof, whether then owned and existing or thereafter acquired or arising, as provided for in the Prepetition Loan Documents (the "Prepetition Loan Collateral").
- (d) Validity, Perfection, and Priority of Prepetition Loan Liens and Prepetition Loan Obligations. The Debtors acknowledge and agree that as of the Petition Date: (i) the Prepetition Loan Liens on the Prepetition Loan Collateral are (x) valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Lender for fair consideration and reasonably equivalent value and (y) senior in priority over any and all other liens on the Prepetition Loan Collateral other than any other liens that are valid, properly perfected

(before the Petition Date or in accordance with section 546 of the Bankruptcy Code), nonavoidable, and senior in priority as a matter of law and solely to the extent such liens were permitted under the Prepetition Loan Agreement ("Prepetition Prior Liens");⁴ (ii) the Prepetition Loan Obligations constitute legal, valid, binding and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the Prepetition Loan Documents; (iii) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Loan Liens or Prepetition Loan Obligations exist, and no portion of the Prepetition Loan Liens or Prepetition Loan Obligations (or any payment made in respect of any thereof) is subject to any challenge or defense, including, without limitation, offset, recoupment, avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or other applicable law; (iv) any payments made on account of the Prepetition Loan Obligations before the Petition Date were (x) payments out of the Prepetition Loan Collateral and/or (y) made in the ordinary course of business and in exchange for reasonably equivalent value and did not diminish any property otherwise available for distribution to unsecured creditors; and (v) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or similar claims under applicable law, or actions for recovery or disgorgement, against the Prepetition Lender, or any of its Related Parties, ⁵ arising out of, based upon or related to their respective obligations under the Prepetition Loan Documents.

Release of Claims. The Debtors and their estates, on their own behalf and on behalf of their respective predecessors, successors, heirs, anyone who can claim on behalf of or through the Debtors and their estates, and past, present, and future subsidiaries and assigns (the "Debtor Releasors"), without prejudice to the rights of parties-in-interest other than the Debtors to a Challenge (as defined below) with respect to the Prepetition Loan Liens or the Prepetition Loan Obligations only as set forth in Paragraph 26 hereof, shall be deemed to have absolutely and unconditionally released, waived, and forever discharged and acquitted the DIP Lender and its Related Parties (the "DIP Lender Releasees") and the Prepetition Lender and its Related Parties (the "Prepetition Lender Releasees" and, together with the DIP Lender Releasees, the "Lender Releasees") from any and all "claims" (as defined in the Bankruptcy Code), counterclaims, demands, debts, accounts, contracts, liabilities, causes of action (including causes of action in the nature of "lender liability"), defenses, setoff, recoupment, other offset rights and other rights of disgorgement or recovery of any kind, nature or description, whether known or unknown, foreseen or unforeseen or liquidated or unliquidated, arising in law or equity or upon contract or tort or under any state or federal law or otherwise (collectively, the "Released Claims") against any and all of the Lender Releasees, whether arising at law or in equity, relating to and/or otherwise in connection with the Prepetition Loan Liens, the Prepetition Loan Obligations, the Prepetition Loan Documents, the DIP Obligations, the DIP Documents, or the debtor-creditor relationship between any of the Prepetition Lender or the DIP Lender, on the one hand, and the Debtors, on the other hand, including, without limitation, (i) any recharacterization, subordination, avoidance,

Nothing herein shall constitute a finding or ruling by this Court that any asserted Prepetition Prior Lien is valid, senior, enforceable, prior, perfected or non-avoidable.

For purposes of this Interim DIP Order, "Related Party" means, with respect to any specified person (as defined in the Bankruptcy Code), such person's affiliates (as defined in the Bankruptcy Code) and the respective directors, officers, employees, agents, investment managers, subagents, representatives, and advisors (including attorneys, accountants and experts) of such person and such person's affiliates.

disallowance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state law, federal law, municipal law or foreign law and (ii) any right or basis to challenge or object to the amount, validity, priority or enforceability of the Prepetition Loan Obligations and the DIP Obligations or any payments or other transfers made on account of the Prepetition Loan Obligations and the DIP Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Loan Liens securing the Prepetition Loan Obligations and the DIP Liens securing the DIP Obligations, including any right or basis to seek any disgorgement or recovery of payments of cash or any other distributions or transfers previously received by any of the Lender Releasees, in each case, that any of the Debtor Releasors at any time had, now have or may have, against any of the Lender Releasees for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim DIP Order, whether such Released Claims are matured or unmatured or known or unknown.

- (f) Cash Collateral. All of the Debtors' cash, including any cash in deposit accounts of the Debtors, wherever located, and any proceeds of the sale of the Prepetition Loan Collateral constitutes the Prepetition Lender's cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").
- G. <u>Findings Regarding Corporate Authority</u>. The Debtors have all requisite corporate power and authority to execute and deliver the DIP Documents to which they are parties to and to perform their obligations thereunder.
- H. Adequate Notice of Interim Hearing. On July 6, 2025 the Debtors filed the DIP Motion with this Court, pursuant to Bankruptcy Rules 2002, 4001, 9013 and 9014, and provided notice of the DIP Motion and the Interim Hearing to the following parties and/or their respective counsel as follows: (i) the U.S. Trustee, (ii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis (excluding insiders), (iii) counsel to the Prepetition Lender, (iv) counsel to the DIP Lender, (v) IG Design Group Plc and/or its counsel, and (vi) any other party entitled to notice pursuant to Local Rule 9013-1(d). The notice given by the Debtors of the DIP Motion, the relief requested therein and the Interim Hearing complies with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

- I. <u>Findings Regarding Postpetition Financing.</u>
- (a) Good Cause. Good and sufficient cause has been shown for the entry of this Interim DIP Order.
- (b) Necessity of DIP Facility. An immediate and critical need exists to obtain the DIP Facility and to use Cash Collateral in order to permit, among other things, the continued operation of the Debtors' businesses in the ordinary course, to administer and preserve the value of their estates, to maintain business relationships and to satisfy other working capital and operational needs. In the absence of the availability of funds in accordance with the terms of the DIP Documents and this Interim DIP Order, the continued operation of the Debtors' business would not be possible. The access of the Debtors to sufficient working capital and liquidity through the DIP Facility and the use of Cash Collateral is necessary and vital to avoid serious and irreparable harm to the Debtors and to successfully achieve (a) the sale and/or liquidation of certain assets and business segments, and (b) the winddown process for post-sale entities and dormant subsidiaries. Consummation of the transactions contemplated by the DIP Documents and this Interim DIP Order is therefore in the best interests of the Debtors' estates.
- Declaration, the Debtors are unable to reasonably obtain from other sources sufficient postpetition liquidity, and the DIP Facility is the only such operational financing facility available at this time. The Debtors have also been unable to obtain secured credit from other sources (i) having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (ii) secured only by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (iii) secured solely by a junior lien on property of the Debtors and their estates that is already subject to a lien. A loan facility in the amount provided by the DIP

Documents is not otherwise available to the Debtors without granting the DIP Lender superpriority claims and superpriority priming liens and security interests, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code, as provided in this Interim DIP Order and the DIP Documents. After considering the advantages and disadvantages of the proposed DIP Facility, the Debtors have concluded, in the exercise of their prudent business judgment, that moving forward with the proposed DIP Facility is the best financing alternative reasonably available. The DIP Facility will permit the Debtors to operate their businesses in the ordinary course. Additionally, the terms of the DIP Facility are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

- engage in the transactions contemplated by the DIP Documents and this Interim DIP Order in reliance on, among other things, (i) approval by the Court of the terms and conditions of the DIP Documents with respect to the DIP Obligations, and (ii) entry of findings of the Court that (A) the DIP Facility and the other financial accommodations pursuant to the DIP Documents are essential to the Debtors' estates and are being extended in good faith, and (B) the DIP Superpriority Claims and the DIP Liens (each as defined below) will have the protections provided for in section 364(e) of the Bankruptcy Code.
- (e) Good Faith. The DIP Documents have been negotiated in good faith and at arm's length among the Debtors, the DIP Lender, and their respective representatives. All of the DIP Obligations arising under, in respect of, or in connection with the DIP Facility and DIP Documents shall be deemed to have been extended by the DIP Lender in accordance with the DIP Documents and in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and shall therefore

be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits and privileges of this Interim DIP Order regardless of whether this Interim DIP Order is subsequently reversed, vacated, modified or otherwise no longer in full force and effect or these Chapter 11 Cases are subsequently converted or dismissed.

- (f) Roll-Up Loans. The roll-up and conversion of the Prepetition Loan Obligations into the DIP Obligations in accordance with the DIP Credit Agreement and this Interim DIP Order is compensation for, in consideration for, and solely on account of, the agreement of the Prepetition Lender, which is also the DIP Lender, to fund amounts under the DIP Documents, not as payments under, adequate protection for, or otherwise on account of the Prepetition Loan Obligations. Such roll-up and conversion of the Prepetition Loan Obligations into the DIP Obligations reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. The Prepetition Lender, which is also the DIP Lender, would not be willing to provide the DIP Facility or extend credit to the Debtors without such roll-up and conversion of the Prepetition Loan Obligations into the DIP Obligations. The roll-up and conversion of the Prepetition Loan Obligations into the DIP Obligations in connection with the DIP Facility pursuant to this Interim DIP Order and the DIP Credit Agreement will benefit the Debtors and their estates because they will enable the Debtors to obtain needed financing critical to administering these chapter 11 cases and liquidating the Debtors' assets, which financing would not otherwise be available.
- J. <u>Adequate Protection</u>. The Prepetition Lender and the Receivable Agent are each entitled, pursuant to sections 361 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Loan Collateral and the Designated Receivables (as such term is defined in the Receivables Agreement) for, and equal in amount to, any Diminution in Value (as defined below) of the Prepetition Lender's or the Receivable Agent's respective

interests in the Prepetition Loan Collateral or the Designated Receivables, pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. As adequate protection, (x) the Prepetition Lender shall be granted superpriority administrative claims and adequate protection liens on all Prepetition Loan Collateral for, and in an amount equal to, any Diminution in Value of the Prepetition Lender's interests in the Prepetition Loan Collateral, payment of postpetition interest and reimbursement of the fees and expenses incurred by the Prepetition Lender, but subject and subordinate to (i) the DIP Superpriority Claims, (ii) the DIP Liens, and (iii) the Carve-Out, and (y) the Receivables Agent shall be granted adequate protection liens on the Designated Receivables for, and in an amount equal to, any Diminution in Value of the Receivables Agent's interests in the Designated Receivables, but subject and subordinate to the Carve-Out (collectively, the "Forms of Adequate Protection"). Based on the DIP Motion and on the record presented to the Court, the Forms of Adequate Protection are fair and reasonable and reflect the Debtors' prudent exercise of business judgment.

- K. <u>Consideration</u>. The Debtors will receive and have received fair consideration and reasonably equivalent value in exchange for access to the DIP Facility and all other financial accommodations provided under the DIP Facility, the DIP Documents, and this Interim DIP Order. The terms of the DIP Facility pursuant to the DIP Documents and the use of the DIP Collateral (including the Cash Collateral) pursuant to this Interim DIP Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment and constitute reasonably equivalent value and fair consideration.
- L. <u>Sections 506(c) and 552(b) of the Bankruptcy Code</u>. Subject to and upon entry of the Final DIP Order, (a) the DIP Lender and Prepetition Lender each shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and (b) the DIP Lender and the

Prepetition Lender are each entitled to a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code such that the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Lender or the Prepetition Lender with respect to proceeds, products, offspring or profits of any of the DIP Collateral (as defined below) and/or Prepetition Loan Collateral, as applicable. Similarly, upon entry of the Final DIP Order, the DIP Lender and the Prepetition Lender are each entitled to a waiver of section 506(c) of the Bankruptcy Code.

- M. <u>No Marshaling/Application of Proceeds</u>. Subject to and upon entry of the Final DIP Order, neither the DIP Lender nor the Prepetition Lender shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any obligations, liens or collateral acknowledged or approved pursuant to this Interim DIP Order or the Final DIP Order.
- N. <u>Immediate Entry</u>. The Debtors have requested immediate entry of this Interim DIP Order pursuant to Bankruptcy Rule 4001(b)(2). Absent the granting of the relief set forth in this Interim DIP Order, the Debtors will be immediately and irreparably harmed. Entry of this Interim DIP Order is in the best interests of the Debtors and their estates and creditors because it will, among other things, allow the Debtors to continue to operate in the ordinary course of their businesses and thereby maximize the value of their estates.

Based upon the foregoing findings and conclusions, the DIP Motion and the record before the Court with respect to the DIP Motion, and good and sufficient cause appearing therefore, **IT IS HEREBY ORDERED** that:

1. <u>Motion Granted/Interim Financing Approved</u>. The DIP Motion is granted on an interim basis. The Debtors are hereby authorized to enter into the DIP Credit Agreement and the other DIP Documents, and all of the DIP Documents are hereby approved as described further

below. All objections or reservations of rights to the DIP Motion and to this Interim DIP Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled on the merits.

2. <u>Effectiveness</u>. Subject to the terms hereof, this Interim DIP Order shall become immediately effective and enforceable *nunc pro tunc* to the Petition Date, upon the date this Interim DIP Order is signed by the Court and entered on the docket in these Chapter 11 Cases (the "<u>Interim DIP Order Entry Date</u>"), and there shall be no stay of execution or effectiveness of this Interim DIP Order.

3. Authorization of the DIP Facility

- (a) The Debtors are immediately authorized and empowered, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary and applicable, to (i) enter into and perform their obligations under the DIP Credit Agreement, (ii) execute and deliver all other DIP Documents required or advisable to effectuate the DIP Facility, and (iii) take all actions which may be necessary or advisable for the performance by the Debtors under the DIP Documents. The Debtors are hereby authorized on an interim basis to borrow New Money DIP Loans up to the Interim Amount under the DIP Facility, all of which shall be used by the Debtors as permitted by the DIP Documents, including, without limitation, subject to the Approved Budget and in accordance with the terms of this Interim DIP Order.
- (b) In furtherance of the foregoing and without further approval of this Court, the Debtors are authorized and empowered to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all related fees and expenses, that the

DIP Lender may reasonably determine is required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

- (i) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement and any security and pledge agreements contemplated thereby;
- (ii) the execution, delivery and performance of one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case in such form as the Debtors and other required parties may agree;
- (iii) the non-refundable payment or reimbursement of the reasonable and documented fees, costs and expenses referred to in the DIP Documents, including the fees and expenses of the DIP Lender, and costs and expenses payable under the DIP Documents; and
- (iv) the performance of all other acts required under or in connection with the DIP Documents.
- 4. <u>DIP Obligations</u>. Upon execution of the DIP Documents, the DIP Documents and DIP Obligations shall constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each person or entity party to the DIP Documents (a "<u>DIP Party</u>") in accordance with the terms thereof and the terms of this Interim DIP Order, and any of their successors and assigns, including any trustee appointed in these Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon conversion of these Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "<u>Successor Cases</u>"). No obligation, payment, transfer or grant of security hereunder or under the DIP Documents shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy

Code or under any applicable law (including under sections 502(d), 544, 547, or 550 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance (whether equitable or otherwise), impairment or any other challenges under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

- 5. Security for the DIP Obligations.
- (a) Effective immediately upon entry of this Interim DIP Order, the Court hereby grants the following valid, binding, enforceable, non-avoidable, automatically and properly perfected postpetition senior priming security interests and liens (collectively, the "DIP Liens") to the DIP Lender, in each case to secure the Debtors' obligations under the DIP Documents: a lien and security interest, pursuant to section 364(c) and section 364(d) of the Bankruptcy Code, upon all property identified in (i), (ii) and (iii) below and subject to the relevant priorities described below (collectively, the "DIP Collateral"). The DIP Liens on the DIP Collateral shall be senior in all respects to the security interests in, and liens on, the DIP Collateral and subject only to (A) the Carve-Out, (B) the Prepetition Prior Liens on DIP Collateral (excluding the Prepetition Loan Liens), and (C) valid and non-avoidable liens on DIP Collateral that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code solely to the extent such liens are senior in priority to the DIP Liens on DIP Collateral.
 - (i) <u>Priming Lien on Prepetition Loan Collateral</u>. Pursuant to section 364(d) of the Bankruptcy Code, and subject and subordinate in all respects to the Carve-Out, a valid,

binding, continuing, enforceable, fully perfected, senior priming lien on, and security interest in, the Prepetition Loan Collateral.

Senior Lien on Unencumbered Property. Pursuant to section 364(c)(2) of (ii) the Bankruptcy Code, and subject and subordinate in all respects to the Carve-Out, a valid, binding, continuing, enforceable, fully perfected, first priority lien on, and security interest in, all tangible and intangible prepetition and postpetition property in which any of the Debtors has an interest, whether existing on or after the Petition Date or thereafter acquired, that is not subject to a valid, perfected, non-avoidable and enforceable lien or security interest in existence on or as of the Petition Date (collectively, the "Unencumbered <u>Property</u>"), including, without limitation, (i) any cash of the Debtors (subject to the limitations on the Carve-Out Account set forth herein) and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or on the Petition Date, contracts, properties, assets, plants, equipment, inventory, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, equity interests, and any claims and causes of the Debtors; (ii) any commercial tort claims and any other causes of action of any of the Debtors and any claims or causes of action against any directors or officers of the Debtors as well as any proceeds of, or property recovered in connection with, any successful claims and causes of action against any directors or officers of the Debtors; (iii) the proceeds of all of the foregoing; and (iv) upon entry of the Final DIP Order, proceeds of the Debtors' claims and causes of action arising under chapter 5 of the Bankruptcy Code (collectively, the "Avoidance Actions").

- (iii) <u>Junior Liens on Designated Receivables</u>. Pursuant to section 364(c)(3) of the Bankruptcy Code, and subject and subordinate in all respects to the Carve-Out, a valid, binding, continuing, enforceable, fully perfected, lien on, and security interest in the Designated Receivables, which security interests and liens in favor of the DIP Lender shall rank junior only to, and immediately junior to, any properly perfected and valid prepetition lien of the Receivables Agent.
- (b) The DIP Liens shall be effective immediately upon the Interim DIP Order Entry Date.
- (c) The DIP Liens are granted on the DIP Collateral *nunc pro tunc* to the Petition Date without the necessity of the execution by the Debtors (or recordation or other filing or notice) of security agreements, control agreements, pledge agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control by the applicable agents or DIP Lender. As set forth below in Paragraph 23 of this Interim DIP Order, the DIP Lender may, but shall not be obligated to, execute, record, file, or notice such security agreements, control agreements, pledge agreements, financing statements, mortgages, schedules or other similar documents with respect to the DIP Liens, or possess or control the DIP Collateral, and the automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to implement the foregoing.
- 6. <u>DIP Superpriority Claims</u>. The DIP Lender is hereby granted superpriority administrative expense claims (the "<u>DIP Superpriority Claims</u>") pursuant to sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code against each of the Debtors to secure the DIP Obligations. The DIP Superpriority Claims shall be senior to all other administrative expense or other claims, including those arising under sections 105, 326, 328, 330, 331, 503(b), 506(c)

(subject to entry of the Final DIP Order), 507(a), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code. Notwithstanding the foregoing, the DIP Superpriority Claims shall be subject and subordinate in all respects to the Carve-Out and, pending entry of the Final DIP Order, shall not be payable from the proceeds of Avoidance Actions.

- 7. No Obligation to Extend Credit. Except as may be required to fund the Carve-Out (as defined below) as set forth in this Interim DIP Order and DIP Credit Agreement, the DIP Lender shall have no obligation to make any loan or advance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit under and subject to the DIP Documents and this Interim DIP Order have been satisfied in full or waived by the DIP Lender in accordance with the terms of the DIP Credit Agreement.
- 8. <u>Use of Proceeds of DIP Facility</u>. From and after the Petition Date, the Debtors shall use the Cash Collateral and advances of credit under the DIP Facility solely in accordance with the Approved Budget (subject to such variances as permitted in this Interim DIP Order and the DIP Credit Agreement) and only for the purposes specifically set forth in this Interim DIP Order, the DIP Documents, and the Approved Budget and in compliance with the terms and conditions in this Interim DIP Order and the DIP Documents.
- 9. Roll-Up Loans. Upon entry of the Interim DIP Order, without any further action by the Debtors or any other party, and as a condition to any credit extensions under the DIP Facility, a portion of the Prepetition Loan Obligations in an amount equal to the Interim Amount shall be deemed to have been rolled-up and converted into DIP Obligations on a dollar-for-dollar basis (the "Initial Roll-Up"). Upon entry of the Final DIP Order, all remaining outstanding Prepetition Loan Obligations shall be deemed to have been rolled-up and converted into DIP Obligations (which shall have occurred on a dollar-for-dollar basis) (the "Final Roll-Up" and

together with the Initial Roll-Up, the "Roll-Up Loans"). The authorization of the Initial Roll-Up shall be subject to the limitations in favor of non-Debtors set forth in paragraph 26 of this Interim DIP Order.

- 10. Carve-Out.
- (a) As used in this Interim DIP Order, the "<u>Carve-Out</u>" shall be comprised of the following components:
 - (i) <u>Clerk and U.S. Trustee Fees</u>. All fees required to be paid to the Clerk of this Court and to U.S. Trustee under section 1930(a) of title 28 of the United States Code and 31 U.S.C. § 3717, including any interest accrued upon such fees as required by law (collectively, the "<u>Clerk and UST Fees</u>");
 - Allowed Professional Fees Incurred Prior to a Carve-Out Trigger Notice. To the (ii) extent allowed by the Court (regardless of whether the order allowing such fees is entered before or after the Carve-Out Trigger Notice or is an interim order, procedural order, or other order), accrued and unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code (the "Debtor Professionals"), and the Creditors' Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals and any other estate professionals, the "Professional Persons"), in an aggregate amount, on a line item basis for each such Professional Person not exceeding 120% of the budgeted amounts for the Allowed Professional Fees of each such Professional Person, as reflected in the Approved Budget, plus the fees and expenses of liquidators engaged by the Debtors (the "Liquidators"), that are in each case earned and payable during the period of time before and including the date of delivery by the DIP Lender of a Carve-Out Trigger Notice (as defined below) (collectively, the "Pre-Termination Amount"). For purposes of the Carve-Out, Allowed Professional Fees shall exclude fees and expenses of any thirdparty professionals employed by any individual member of the Creditors' Committee (if appointed);
 - (iii) <u>Chapter 7 Trustee</u>. In the event of a conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, allowed fees and expenses incurred by a trustee and any professional retained by such trustee, in an aggregate amount not to exceed \$100,000 (the "<u>Chapter 7 Trustee Fees</u>"); <u>provided, however</u>, no portion of the Carve-Out shall be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to (a) the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Debtors owing to the DIP Lender or the Prepetition Lender or any of its affiliates, or (b) liens or security interests in the collateral securing such indebtedness, including

- challenges to the perfection, priority or validity of the liens granted in favor of the DIP Lender or the Prepetition Lender or any of its affiliates with respect thereto; and
- (iv) Allowed Professional Fees Incurred After a Carve-Out Trigger Notice. Allowed Professional Fees of Professional Persons plus fees and expenses of the Liquidators incurred on and after the date of delivery by the DIP Lender of the Carve-Out Trigger Notice, subject to an aggregate cap of \$250,000 (collectively, the "Post Trigger Notice Carve-Out Fee Cap" and, together with the Pre-Termination Amount, the "Professional Carve-Out Cap"). For the avoidance of doubt, the Post-Trigger Notice Carve-Out Fee Cap shall in no way be limited by the Approved Budget.
- (b) <u>Carve-Out Trigger Notice</u>. Upon the occurrence and during the continuance of any DIP Event of Default (as defined below), the DIP Lender may deliver a written notice to the Notice Parties (defined below) invoking the Post Trigger Notice Carve-Out Fee Cap (the "<u>Carve-Out Trigger Notice</u>"). The Carve-Out Trigger Notice may be delivered by email (or any other means permitted under the DIP Documents).
- (c) <u>Delivery of Fee Statements</u>. For purposes of determining the Pre-Termination Amount, no later than three (3) business days after the delivery of a Carve-Out Trigger Notice, each Professional Person shall deliver a statement (each, a "<u>Fee Statement</u>") to the Debtors setting forth a good-faith estimate of the amount of fees and expenses incurred, payable and unpaid prior to the date of the Carve-Out Trigger Notice.
- (d) <u>Carve-Out Account</u>. Promptly following the entry of this Interim DIP Order, the Debtors shall establish a segregated account, which shall not be subject to control of the DIP Lender (the "<u>Carve-Out Account</u>"), but which shall be funded by the DIP Loans or available funds of the Debtors on which the DIP Lender has DIP Liens in accordance with the Approved Budget. Amounts funded into the Carve-Out Account in accordance with this paragraph shall be held in trust to pay the Carve-Out. Notwithstanding anything to the contrary in this or any other Court order, the Carve-Out Account and the amounts on deposit in the Carve-Out Account shall be

available and used only to satisfy obligations of Professional Persons and the Liquidators benefitting from the Carve-Out, with any excess funds returned to the Debtors and constituting proceeds of DIP Loans or otherwise subject to the DIP Liens. The Debtors are authorized to transfer into the Carve-Out Account, on a weekly basis, cash in an amount equal to the estimated Debtor Professionals', Committee Professionals' and Liquidators' fees and expenses, respectively, for the prior week set forth, on a line item basis, in the Approved Budget; provided that funding to the Carve-out Account on account of any Professional Person holding a retainer shall be offset or reduced on a dollar for dollar basis by the amount of the retainer held, as of the Petition Date, by such Professional Person. Thereafter, the Debtors shall use such funds held in the Carve-Out Account to pay the Allowed Professional Fees of the Professional Persons and the fees and expenses of the Liquidators as they become allowed and payable pursuant to interim or final orders of the Court; provided that the Debtors' obligations to pay the Allowed Professional Fees of the Professional Persons and the fees and expenses of the Liquidators up to the Professional Carve-Out Cap shall not be limited or deemed limited to funds held in the Carve-Out Account. For the avoidance of doubt, all funding for Allowed Professional Fees and the fees and expenses of the Liquidators shall be funded into the Carve-Out Account.

(e) Immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any DIP Obligations, the Carve-Out Trigger Notice shall be deemed a notice of borrowing by the Debtors for New Money DIP Loans under the DIP Facility in an amount equal to the Professional Carve-Out Cap less any amounts already funded in the Carve-Out Account and the amount of any retainer held, as of the Petition Date, by a Professional Person benefiting from the Carve-Out. No later than two (2) days after receipt of a Carve-Out Trigger Notice, the Debtors shall provide to the DIP Lender all Fee Statements and a calculation of the aggregate cash to be

funded into the Carve-Out Account to satisfy the obligations of the DIP Lender on account of the Carve-Out pursuant to the foregoing sentence. Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve-Out Trigger Notice, the DIP Lender shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of assets) of the Debtors until the Carve-Out Account has been fully funded as required herein in an amount equal to all obligations benefitting from the Carve-Out. Notwithstanding anything to the contrary herein or elsewhere, under no circumstance shall the DIP Lender have any liability or obligation to fund any amount of money in respect of the Carve-Out or into the Carve-Out Account if doing so would cause the amounts drawn under the New Money DIP Loans to exceed the \$38,000,000 funding commitment under the DIP Facility.

Professional Fees, fees and expenses of the Liquidators, the Clerk and UST Fees and the Chapter 7 Trustee Fees until such amounts are paid in full. Notwithstanding anything to the contrary herein, (A) failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out and (B) in no way shall any Approved Budget, Carve-Out, or Carve-Out Account restrict any Professional Persons from seeking allowance of compensation with the Court in accordance with the compensation procedures approved in these Chapter 11 Cases; *provided* that nothing in this Interim DIP Order shall impact or modify any fee cap provisions set forth in any engagement letters of any Professional Persons or the Liquidators. All funds in the Carve-Out Account shall be used first to pay all obligations benefitting from the Pre-Termination Amount, until paid in full, and then the obligations benefitting from the Post Trigger Notice Carve-Out Fee Cap; *provided* that the amounts required to fund the Carve-Out Account shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees and Liquidators' fees

that are paid after the delivery of the Carve-Out Trigger Notice and any retainer held, as of the Petition Date, by any Professional Person and other parties benefiting from the Carve-Out, and the Carve-Out Account shall not be replenished for such amounts so paid. For the avoidance of doubt, neither the DIP Lender nor the Prepetition Lender shall have any liability to pay or fund any amounts in excess of the Professional Carve-Out Cap, and any claims of any Professional Person or the Liquidator, whether to the Carve-Out Account or otherwise, for fees and expenses in excess of the Professional Carve-Out Cap shall be subject and subordinated to the DIP Lender and the Prepetition Lender's liens and claims as provided in this Interim DIP Order.

- (g) Payments to a Professional Person from the Carve-Out shall be subject to any terms and conditions of the engagement agreements and orders approving the employment and Allowed Professional Fees of each Professional Person. For the avoidance of doubt and notwithstanding anything to the contrary herein, each Professional Person shall only be entitled to payment from the portion of the funds in Carve-Out Account in an amount that is less than or equal to 120% of the budgeted amount for each such Professional Person reflected in the line item for each such Professional Person on the Approved Budget less the amount of any retainer held, as of the Petition Date, by a Professional Person benefitting from the Carve-Out.
- (h) Notwithstanding anything to the contrary herein or elsewhere, the Carve-Out, up to the Professional Carve-Out Cap less any retainer held by a Professional Person as of the Petition Date, shall be senior to all claims and liens, including liens securing the DIP Facility, as well as any adequate protection liens and claims described herein, and the DIP Collateral shall exclude the Carve-Out Account; *provided* that, if after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Account has not been reduced to zero, all remaining funds shall be distributed to the DIP Lender on account of the New Money DIP Loans, the other DIP Obligations and the

Prepetition Loan Obligations, in their respective priority, unless and until all DIP Obligations and Prepetition Loan Obligations have been indefeasibly paid in full in cash. If a final fee order reduces the amount payable to a Professional Person below the amount that was already paid to such Professional Person, then the amount of any such difference shall be refunded to the Debtors and shall be subject to the DIP Liens.

11. Fees and Expenses. The Debtors are authorized and directed to pay any and all reasonable and documented fees and out-of-pocket expenses of the DIP Lender described in this Paragraph 11 no later than ten (10) days after receipt (via electronic mail) by (i) the Debtors, (ii) lead counsel for the Debtors, (iii) the U.S. Trustee, and (iv) lead counsel for the Creditors' Committee (if appointed) (collectively, the "Notice Parties"), of an invoice (which need not contain any itemized details or time entries as to the relevant fees and expenses), in connection with these Chapter 11 Cases, whether incurred before, on or after the Petition Date and whether or not the transactions contemplated hereby are consummated. In accordance with the terms of this Paragraph 11, the Debtors shall indefeasibly pay or reimburse the DIP Lender for its respective reasonable and documented fees and out-of-pocket costs, expenses and charges, including, but not limited to, the reasonable and documented fees, costs, and out-of-pocket expenses of Greenberg Traurig, LLP, as counsel to the DIP Lender, and any other advisors or professionals retained by the DIP Lender. If none of the Notice Parties submits a written objection to the reasonableness of such fees and expenses is received by 12:00 p.m. (prevailing Eastern Time) on the tenth day following delivery of such invoice to the Notice Parties, then the Debtors shall promptly pay such fees and expenses indefeasibly in full. If an objection to an invoice is timely received, the Debtors shall promptly pay in full the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve

the dispute consensually. For the avoidance of doubt, none of the fees, costs and expenses of the DIP Lender shall be subject to Court approval or U.S. Trustee guidelines, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Such fees and expenses shall not be subject to any offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever. All fees, costs and expenses payable under the DIP Documents to the DIP Lender shall be included and constitute part of the DIP Obligations and be secured by the DIP Liens. For the avoidance of doubt, the Debtors shall be responsible to pay, subject to the procedures outlined in this Paragraph 11, all reasonable and documented fees and expenses incurred by the DIP Lender in connection with any action taken in these Chapter 11 Cases, including, but not limited to, acting as a purchaser of assets under Section 363 of the Bankruptcy Code or as a plan sponsor pursuant to any chapter 11 plan for the Debtors.

- 12. <u>No Direct Obligation to Pay Professional Fees</u>. The DIP Lender and the Prepetition Lender shall not be responsible for payment or reimbursement of any fees or disbursement of any Professional Person, or the Clerk and UST Fees, incurred in connection with these Chapter 11 Cases, any Successor Cases or otherwise. Nothing in this Interim DIP Order or otherwise shall be construed: (a) to obligate the DIP Lender or the Prepetition Lender in any way to pay compensation to, or reimburse the fees or expenses of, any Professional Person, or the Clerk and UST Fees, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement; (b) as consent to the allowance of any fees and expenses of Professional Persons; or (c) to affect the rights of the DIP Lender, the Prepetition Lender, or any other party in interest, to object to the allowance and payment of such fees and expenses.
- 13. <u>Restrictions on Use of Proceeds of DIP Facility</u>. No portion of the Carve-Out, any Cash Collateral, any other DIP Collateral, or any proceeds of the DIP Facility shall be used for the

payment of professional fees, disbursements, costs or expenses incurred by any person or entity, including, without limitation, the Debtors, the Creditors' Committee, any trustee or other estate representative appointed in these Chapter 11 Cases or any Successor Case, or any other party, for any of the following actions or activities without the written consent of the DIP Lender: (a) to seek authorization to obtain liens or security interests on any asset of the Debtors that are senior to, or on a parity with, the DIP Liens, Prepetition Liens, the DIP Collateral, the Prepetition Loan Collateral, or the DIP Superpriority Claims, or the Prepetition Lender Superpriority Claims; (b) to seek authorization to obtain claims against the Debtors or their property that are senior to, or pari passu with, the liens and claims identified in the preceding sub-clause (a); or (c) except as expressly set forth herein, directly or indirectly prepare, assert, join, commence, support, or prosecute any action for any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination, or any other relief against, or adverse to the interests of, the DIP Lender, the Prepetition Lender and any of their representatives with respect to any transaction, occurrence, omission, action, or other matter, including, without limitation, (i) any Avoidance Action, (ii) any "lender liability" claims and causes of action, (iii) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the DIP Liens, Prepetition Liens, the DIP Superpriority Claims, Prepetition Lender Superpriority Claims, the Prepetition Loan Obligations or the DIP Obligations, (iv) any action seeking to invalidate, modify, reduce, expunge, disallow, set aside, avoid, or subordinate, in whole or in part, any of the obligations identified in the preceding clause (iii), (v) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to the parties hereunder or under any of the documents referred to herein, including claims, proceedings, or actions that might prevent, hinder or delay

any of such parties' assertions, enforcement, realizations or remedies on or against their collateral and rights herein or (vi) objecting to, contesting with, or interfering with, in any way, such parties' enforcement or realization upon any of their collateral or rights, once a DIP Event of Default has occurred; *provided* that the Debtors shall be permitted to challenge the validity of any alleged DIP Event of Default.

- 14. <u>Limitation of Liability</u>. The DIP Lender and the Prepetition Lender shall have no liability to any third party relating to the DIP Documents, the Prepetition Loan Documents, and the Debtors' use of the liquidity provided thereunder and shall not, by virtue of entering into the transactions contemplated by the DIP Facility or otherwise complying with the DIP Documents or this Interim DIP Order, be deemed to be in control of the operations of the Debtors, or to owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates. Without limitation to any other right of indemnification, the Debtors shall, and are hereby authorized to, indemnify and hold harmless the DIP Lender, the Prepetition Lender and their affiliates and representatives from and against all losses, liabilities, claims, damages, penalties, actions, judgments, suits, expenses or disbursements of any nature whatsoever arising out of or relating to the DIP Facility, the Initial Roll-Up, the DIP Documents or this Interim DIP Order, and the Debtors' use of the liquidity provided thereunder; provided, however, that the foregoing indemnity shall not apply to any actions of any indemnified parties determined in a final non-appealable judgment to constitute fraud, gross negligence, criminal acts, or willful misconduct. This indemnification shall survive and continue for the benefit of all such persons or entities.
- 15. <u>No Obligation to Extend Credit</u>. The DIP Lender shall have no obligation to make any loan or advance under the DIP Documents unless all of the conditions precedent in the DIP

Credit Agreement have been satisfied in full or waived by the DIP Lender in its sole discretion, the DIP Loans have not already been drawn in full and the Approved Budget is complied with.

- 16. Adequate Protection of the Prepetition Lender. Subject to the Carve-Out in all respects, to the extent there is a postpetition diminution in value of the Prepetition Loan Collateral (including Cash Collateral), resulting from the use, sale, or lease by the Debtors of the Prepetition Loan Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims, the granting of the DIP Liens and the Carve-Out, and the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code (collectively, the "Diminution in Value"), the Prepetition Lender is hereby granted, subject to the terms and conditions set forth below, the following Forms of Adequate Protection:
- (a) Adequate Protection Liens. Pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, the Prepetition Lender is hereby granted a perfected, first-priority security interest and lien on (the "Adequate Protection Liens") the same property of the Debtors on which the Prepetition Lender had a perfected, first-priority security interest and lien prior to the Petition Date, whether arising prepetition or postpetition, which liens and security interests shall be subordinate only to (i) Prepetition Prior Liens, (ii) the DIP Liens, and (iii) the Carve-Out.
- (b) Prepetition Lender Superpriority Claims. Pursuant to sections 361 and 364(c)(1) of the Bankruptcy Code, the Prepetition Lender is hereby granted superpriority administrative expense claims (the "Prepetition Lender Superpriority Claims") against each of the Debtors solely to the extent of any Diminution in Value of the Prepetition Loan Collateral, as provided for in section 507(b) of the Bankruptcy Code, which administrative expense claim in these Chapter 11 Cases or any Successor Cases shall be senior to all other administrative expense or other claims, including those arising under sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of

the Final DIP Order), 507(a), 546(c), 546(d), 726, 1113 and 1114 of the Bankruptcy Code; provided that such Prepetition Lender Superpriority Claims shall be subject and subordinate to (i) the DIP Superpriority Claims, and (ii) the Carve-Out. Notwithstanding the foregoing, pending entry of the Final DIP Order, the Prepetition Lender Superpriority Claim shall not be payable from the proceeds of Avoidance Actions.

- Lender, shall receive, upon entry of this Interim DIP Order, monthly adequate protection payments (the "Adequate Protection Payments") payable in cash or capitalized to principal, at the Prepetition Lender's option, as and when due under the applicable Prepetition Loan Documents, equal to the interest at the contractual default rate that would otherwise be owed to the Prepetition Lender under the Prepetition Loan Agreement during such monthly period in respect of the Prepetition Loan Obligations, until such time as all Prepetition Loan Obligations have been paid in full; provided, that the Debtors shall have the right to seek, after notice and a hearing, to recharacterize any Adequate Protection Payment as a payment of principal if the Prepetition Lender was under secured with respect to the Prepetition Loan Obligations outstanding at the time any such Adequate Protection Payment was made.
- (d) <u>Fees and Expenses</u>. As additional adequate protection, the Debtors are authorized and directed to pay, without further Court order, reasonable and documented fees and out-of-pocket expenses (the "<u>Adequate Protection Fees</u>"), whether incurred before or after the Petition Date, of the Prepetition Lender, including for professionals to the Prepetition Lender, including, without limitation, the reasonable and documented fees and out-of-pocket expenses of Greenberg Traurig, LLP, subject to the procedures set forth in paragraph 11 hereof.

- 17. Adequate Protection of the Receivables Agent. Subject to the Carve-Out in all respects, to the extent there is a Diminution in Value of the Designated Receivables, resulting from the use, sale, or lease by the Debtors of the Designated Receivables, the granting of the DIP Superpriority Claims, Prepetition Lender Superpriority Claims and the Carve-Out, and the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code, the Receivables Agent is hereby granted, pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, a perfected security interest and lien on the Designated Receivables on which the Receivables Agent had a perfected, first-priority security interest and lien prior to the Petition Date pursuant to the Receivables Agreement, which lien and security interest shall be subordinate only to the Carve-Out.
- 18. Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code if the adequate protection provided to the Prepetition Lender is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during these Chapter 11 Cases. Nothing contained herein shall be deemed a finding by this Court, or an acknowledgment by the Prepetition Lender or the Debtors, that the adequate protection granted herein does in fact adequately protect the Prepetition Lender against any diminution in value of its interests in the Prepetition Collateral (including the Cash Collateral).

19. Events of Default.

(a) Unless further extended or waived by written agreement among the Debtors and the DIP Lender, the occurrence of any of the following events shall constitute an event of default (each a "<u>DIP Event of Default</u>"): (i) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim DIP Order or any Final DIP Order; (ii) the consent of, or failure to object by, the Debtors to the standing of any

party, including the Creditors' Committee, to pursue any claim or cause of action against any of the Prepetition Lender Releasees, including, without limitation, any Challenge (collectively, an "Adverse Action"); (iii) the delivery of a written communication by the Debtors threatening the commencement of a Challenge or an Adverse Action by the Debtors; (iv) if a party (other than the Debtors) files a motion to obtain standing to pursue, or commences an Adverse Action against any of the Prepetition Lender Releasees and the Court does not enter an order denying standing to such party or dismissal with prejudice, as applicable, within 45 days of the earlier of the filing of the motion seeking standing or the commencement of an Adverse Action; and (v) an "Event of Default" as defined under the DIP Documents shall have occurred and is continuing (including as to any milestones), unless waived pursuant to the DIP Documents.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code shall be modified to the extent necessary, without the need for any further order of the Court, to permit the DIP Lender and the Prepetition Lender to exercise all rights and remedies under the DIP Documents or the Prepetition Loan Documents, as applicable, and under this Interim DIP Order, in accordance with the terms of this Interim DIP Order, unless within five (5) business days (such period, the "DIP Forbearance Period") from the delivery of a written notice (email being sufficient) of the occurrence and continuance of a DIP Event of Default (the "DIP Enforcement Notice") by the DIP Lender to the Notice Parties, the Debtors move for a hearing on an expedited basis (which the DIP Lender consents) to consider solely whether a DIP Event of Default has occurred (with the Debtors bearing the burden of proof that a DIP Event of Default has not occurred) and obtains an order from this Court finding that no DIP Event of Default has occurred; *provided* that, if a hearing to consider the foregoing is requested to be heard before the end of the DIP Forbearance Period but is scheduled for a later date by the Court, the DIP Forbearance Period shall be

automatically extended to the date of such hearing but in no event later than ten (10) business days after delivery of the DIP Enforcement Notice.

- (c) Upon issuance of the DIP Enforcement Notice, the DIP Lender shall have no obligation to make any New Money DIP Loans under the DIP Credit Agreement. Following the expiration of the DIP Forbearance Period and during the continuation of any DIP Event of Default, the DIP Lender may: (i) declare the principal of and accrued interest, fees, expenses and other amounts under the DIP Documents to be due and payable; (ii) place an administrative hold on any deposit account or securities account that constitutes DIP Collateral, subject to funding of the Carve-Out Account pursuant to this Interim DIP Order; and (iii) exercise all other rights and remedies available to the DIP Lender; *provided*, *however*, that, with respect to any DIP Event of Default for the failure to pay all obligations under the DIP Documents in full in cash by the maturity date as set forth in the DIP Credit Agreement (the "DIP Maturity Date"), there shall be no DIP Forbearance Period the DIP Lender may exercise all rights and remedies immediately upon the occurrence of said default.
- (d) The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary, without the need for any further order of the Court, to permit the DIP Lender to, after the DIP Forbearance Period, exercise all rights and remedies under the DIP Documents and under this Interim DIP Order, in accordance with the terms of this Interim DIP Order. Notwithstanding anything herein to the contrary, during the DIP Forbearance Period, (i) the Debtors may use the proceeds of the DIP Facility (to the extent drawn before receipt of a DIP Enforcement Notice) and Cash Collateral solely to fund expenses necessary to maximize the value of the Debtors' assets and the DIP Collateral, which expenses are in accordance with the DIP Credit Agreement and the Approved Budget. At the end of the DIP Forbearance Period (as

may be extended in accordance with Paragraph 19(b)), unless the Court has entered an order finding that a DIP Event of Default did not occur, the Debtors' right to use the proceeds of the New Money DIP Loans and Cash Collateral shall immediately cease, and the DIP Lender shall continue to have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

- (e) Upon or after the occurrence of any DIP Event of Default, the DIP Lender may, consistent with the terms of this Interim DIP Order and the DIP Documents, advance funds to the Debtors or may consent to the Debtors' use of Cash Collateral, and all such advances or consent to use of Cash Collateral shall not constitute a waiver, limitation, or modification of the DIP Lender's rights and remedies pursuant to the DIP Documents, this Interim DIP Order, and applicable law.
- Amendments, Consents, Waivers and Modifications. The Debtors and the DIP Lender are authorized, subject to the DIP Documents, to implement, in accordance with the terms of the respective DIP Documents, any amendments, waivers, consents or other modifications to or under the DIP Documents without the need for further notice and hearing or any order of this Court; *provided*, *however*, that, without the consent of this Court after notice and a hearing, no such amendments, consents, waivers or modifications shall (i) shorten the maturity date as set forth in the DIP Credit Agreement, (ii) increase the commitments thereunder or the rate of interest payable under the DIP Documents (other than imposition of the default rate interest) or (iii) amend the "Events of Default" or covenants in the DIP Documents to be materially more restrictive to the Debtors than those set forth in the form of DIP Credit Agreement as of the Interim DIP Order Entry Date.

21. Rights of Access and Information. Without limiting the rights of access and information afforded the DIP Parties under the DIP Documents, the Debtors shall be, and hereby are, required to afford representatives, agents and/or employees of the DIP Lender reasonable access to: (a) the Debtors' premises, (b) knowledgeable principals, officers and professionals of the Debtors, (c) the Debtors' books and records, and (d) the Debtors' properties and other collateral of any Debtor against whom such parties are granted DIP Liens under this Interim DIP Order, and the Debtors shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested.

22. DIP Budget.

- (a) Attached hereto as <u>Exhibit B</u> is an initial cash flow forecast (the "<u>Initial Budget</u>") setting forth all projected line-item and cumulative receipts and operating disbursements on a weekly basis for the period beginning as of the week of the DIP Closing Date through and including the thirteenth (13th) week after such week. The Initial Budget shall be deemed the "<u>Approved Budget</u>" for all purposes of the DIP Documents until superseded by any Updated Budget (as defined below) that subsequently is consented to by the DIP Lender.
- (b) On or before 5:00 p.m. New York City time on (i) the Thursday of the fourth calendar week after the week in which the Interim DIP Order is entered by this Court and (ii) each Thursday of the fourth calendar week thereafter, the Debtors shall deliver to the DIP Lender (a) a supplement to the Initial Budget (or the previously supplemented Approved Budget, as the case may be), covering the subsequent 13-week period that commences with the week immediately following the date of delivery of the supplemental budget (and which, for the avoidance of doubt, cannot modify previous weeks), consistent with the form and level of detail set forth in the Initial Budget and otherwise in form and substance acceptable to, and consented to by, the DIP Lender

in its discretion (each such supplemental budget, an "Updated Budget"), (b) an actual consolidated cash flow of the Debtors for the week preceding the first week of such Updated Budget and the cumulative period then ended, in each case in a form reasonably acceptable to the DIP Lender and which (I) shall be prepared on a consolidated basis for the Loan Parties, approved and certified by the Chief Strategy Officer (the "Budget Certificate") as being accurate in all material respects (or in the case of projections, as being believed to be reasonable at the time furnished, prepared in good faith based on assumptions believed to be reasonable at the time furnished), and (II) shall (A) show, in the case of clause (a), projected cash receipts and projected cash disbursements for the supplemental period covered by such Updated Budget, and (B) in the case of clause (b), (i) a summary of collections, disbursements and other items for such period, and (ii) a line item variance report setting forth (x) actual results against anticipated results under the Approved Budget for the week in regard to which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (y) variances in dollar amounts and percentages, and (z) a written explanation for all line item variances of greater than 10% for the applicable week; provided, that, a written explanation for line item variances for Debtor Professionals' fees and expenses shall only be required if the variances are greater than 20% of the applicable week, and (C) such other information as the DIP Lender may reasonably request (such items described in this clause (b), the "Variance Report").

(c) Upon (and subject to) the approval of any such Updated Budget by the DIP Lender in its sole discretion, such Updated Budget shall constitute the then-approved Approved Budget. To the extent that a proposed Updated Budget is not approved by the DIP Lender, the Initial Budget or last approved Updated Budget shall remain in full force and effect as the Approved Budget.

(d) Compliance with the Approved Budget shall be determined on a weekly basis as of the Thursday of each week (or if such Thursday of any week is not a business day, then the following day of the same week; each, a "Testing Date") for the week ending on the Saturday prior to such Testing Date commencing on July 10, 2025 (the "First Testing Date"), which shall cover the week ending July 5, 2025) (i) on a cumulative basis for the period from the Petition Date through each applicable Testing Date for the weeks ending during the period July 5, 2025 through August 2, 2025, and (ii) commencing with the week ending August 9, 2025, for the two week period ending on each such Testing Date. As of the end of each Testing Date (commencing with the First Testing Date) (x) the sum of the Debtors' actual total cash disbursements (on a cumulative basis) shall not exceed 110% of the projected "total cash disbursements" (which shall include capital expenditures and amounts advanced to the Debtors' non-Debtor affiliates that are not Guarantors under the DIP Credit Agreement (in each case solely to the extent any such amounts are included in the Approved Budget), but shall exclude fees for Professional Persons, the Liquidators and the professional fees and expenses of the DIP Lender and the Prepetition Lender) as set forth in the Approved Budget and (y) the sum of the Debtors' actual total cash disbursements for fees and expenses of Professional Persons and the Liquidators (including to fund the Carve-Out Account) shall not exceed 120% of the projected fees and expenses of each such Professional Person and the Liquidators as set forth in the Approved Budget. As of each Testing Date (commencing on the Testing Date that is August 7, 2025), the sum of the Debtors' actual cash receipts for accounts receivable collected in the ordinary course of business of the Debtors (on a cumulative basis) shall not be less than 85% of the projected "actual cash receipts" for accounts receivable collected in the ordinary course of business of the Debtors as set forth in the Approved Budget.

23. Automatic Perfection of DIP Liens.

- (a) This Interim DIP Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the DIP Liens without the necessity of filing or recording financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction, taking possession of or control over any assets or taking any other action to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or to entitle the DIP Lender to its respective priorities granted herein.
- Notwithstanding the foregoing, the DIP Lender is hereby authorized, but not (b) required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over (including pursuant to a deposit account control agreement) or take any other action in order to validate and perfect the liens and security interests granted to the DIP Lender hereunder, in each case, without the necessity to pay any mortgage recording fee or similar fee or tax. Whether or not the DIP Lender chooses to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be and hereby are deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, whether in these Chapter 11 Cases or any Successor Case (and whether either is dismissed or closed). The Debtors shall, if requested, execute and deliver to the DIP Lender all such agreements, financing statements, instruments and other documents as the DIP Lender may reasonably request to more fully evidence, confirm, validate, perfect, preserve and enforce the DIP Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

- (c) The Debtors are authorized to execute and deliver promptly upon demand by the DIP Lender all such financing statements, mortgages, notices and other documents as the DIP Lender may reasonably request. The DIP Lender and the Prepetition Lender shall be permitted, in their discretion, to amend any Prepetition Loan Document, including financing statements, mortgages, instruments and other documents, to perfect the DIP Liens in the DIP Collateral.
- (d) The Debtors are authorized to, and shall, execute and deliver to the DIP Lender such agreements, financing statements, mortgages, instruments and other documents as the DIP Lender may reasonably request to evidence, confirm, validate or perfect the DIP Liens, and the failure by the Debtors to file, execute or deliver any documentation relating to the DIP Liens shall in no way affect the validity, enforceability, non-avoidability, perfection, or priority of such liens.
- (e) In lieu of obtaining such documentation or instruments, a certified copy of the Interim DIP Order may be filed by the DIP Lender with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby directed to accept such certified copy of this Interim DIP Order for filing and recording.
- 24. <u>Automatic Stay Modified</u>. Effective immediately as of the DIP Maturity Date, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary, without the need for any further order of the Court, to permit the DIP Lender to exercise all rights and remedies under this Interim DIP Order or the DIP Documents.
- 25. <u>Proofs of Claim</u>. The DIP Lender and the Prepetition Lender shall not be required to file proofs of claim in these Chapter 11 Cases, and the Debtors' stipulations in this Interim DIP Order or the Final DIP Order shall be deemed to constitute a timely filed proof of claim. Any order entered by the Court in connection with the establishment of a bar date for any claim

(including, without limitation, administrative claims) in these Chapter 11 Cases or any Successor Cases shall expressly state that it does not apply to the DIP Lender or the Prepetition Lender.

- 26. <u>Challenge Period/Investigation Budget</u>.
- Notwithstanding any other provisions of this Interim DIP Order, the Creditors' (a) Committee and any other party-in-interest (other than the Debtors) are permitted to investigate and commence, prior to the expiration of the Chapter 11 Challenge Period, 6 an adversary proceeding or contested matter, as required by the applicable Bankruptcy Rules, to seek to obtain standing to, and if standing is obtained, to do any of the following (each, a "Challenge"): (i) challenge the Debtors' stipulations contained herein, or any other stipulations or findings contained in this Interim DIP Order or any Final DIP Order with respect to the Prepetition Loan Liens or Prepetition Loan Obligations, including, without limitation, any challenge to the validity, priority or enforceability thereof, whether in nature of a setoff, counterclaim, or defense; (ii) assert any claim or cause of action, including a Released Claim against the Prepetition Lender Releasees in respect of the Prepetition Loan Liens or Prepetition Loan Obligations or any other prepetition facts of circumstances (for the avoidance of doubt, unrelated to the New Money DIP Loan and the portion of the DIP Obligations related thereto); provided, that if a Creditors' Committee is appointed, the Creditors' Committee shall be subject to the Investigation Budget (as defined below) in accordance with Paragraph 26(b). If any of these Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code prior to the latest date by which the Chapter 11 Challenge Period would end pursuant to this Paragraph, then any chapter 7 trustee appointed in such converted case shall have the longer of the remaining Chapter 11 Challenge Period or forty-five (45) calendar days (the

For purposes of this Order, "<u>Chapter 11 Challenge Period</u>" means (i) with respect to parties-in-interest other than the Creditors' Committee, sixty (60) calendar days after entry of this Interim DIP Order, and (ii) with respect to the Creditors' Committee, sixty (60) calendar days after the appointment of the Creditors' Committee.

"Chapter 7 Challenge Period" and, together with the Chapter 11 Challenge Period, the "Challenge" Period") after the date that these Chapter 11 Case is converted to bring any such Challenge. Except to the extent asserted in a Challenge filed during the Challenge Period, the expiration of such Challenge Period, shall mean that (i) any and all Challenges or potential challenges shall be deemed to be forever waived and barred (to the extent not otherwise waived or barred, for which all rights are reserved); (ii) all of the agreements, waivers, releases, affirmations, acknowledgements and stipulations contained in this Interim DIP Order and any Final DIP Order shall be irrevocably and forever binding on the Debtors, the Creditors' Committee and all partiesin-interest and any and all successors-in-interest as to any of the foregoing, including any chapter 7 trustee, without further action by any party or the Court; and (iii) all of the Prepetition Loan Obligations, as the case may be, shall be deemed allowed on a final basis and the Prepetition Loan Liens shall be deemed to constitute valid, binding and enforceable encumbrances, and not subject to avoidance pursuant to the Bankruptcy Code or applicable non-bankruptcy law. Notwithstanding anything to the contrary herein: (x) if any Challenge is timely commenced, the stipulations contained in this Interim DIP Order or any Final DIP Order shall nonetheless remain binding on all other parties-in-interest and preclusive except to the extent that such stipulations are expressly and successfully challenged in such Challenge; and (y) the Prepetition Lender Releasees reserve all of their rights to contest on any grounds any Challenge. Nothing in this Interim DIP Order vests or confers on any person, including, without limitation, the Creditors' Committee or any other statutory committee that may be appointed in these Chapter 11 Cases, standing or authority

to directly or indirectly support or pursue any cause of action, claim, defense, or other right belonging to the Debtors or their estates.

- (b) If a Creditors' Committee is appointed, the Creditors' Committee shall be subject to a budget not to exceed \$50,000 in connection with the investigation (but not the prosecution) of any Challenge (the "Investigation Budget"); provided, that any fees, expenses or costs incurred by the Creditors' Committee in excess of the Investigation Budget shall not constitute an allowable administrative expense claim, including for purposes of section 1129(a)(9)(A) of the Bankruptcy Code.
- 27. <u>No Third Party Rights</u>. Except as explicitly provided for herein (including the release of Released Claims against the Prepetition Lender Releasees), this Interim DIP Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect or incidental beneficiary.
- 28. Prohibition on Additional Liens. Except as expressly provided in the DIP Documents or this Interim DIP Order, the Debtors shall be enjoined and prohibited from, at any time during these Chapter 11 Cases until such time as the DIP Obligations and Prepetition Loan Obligations have been indefeasibly paid in full in cash, granting liens on or security interests in the DIP Collateral, the Prepetition Loan Collateral, or any portion thereof to any other persons or entities, pursuant to section 364(d) of the Bankruptcy Code or otherwise, which liens are senior to or *pari passu* with the DIP Liens or the Adequate Protection Lien other than the Carve-Out, unless and until all DIP Obligations and Prepetition Loan Obligations are indefeasibly paid in full in cash.
- 29. <u>Prohibition on Additional Superpriority Claims</u>. Except as expressly provided in the DIP Documents or this Interim DIP Order, the Debtors shall be enjoined and prohibited from, at any time during these Chapter 11 Cases until such time as the DIP Obligations and Prepetition

Loan Obligations have been indefeasibly paid in full in cash, granting superpriority claims to any other persons or entities, pursuant to section 364(c) of the Bankruptcy Code or otherwise, which superpriority claims are senior to or *pari passu* with the DIP Superpriority Claims or the Prepetition Lender Superpriority Claim other than the Carve-Out, unless and until all DIP Obligations and Prepetition Loan Obligations are indefeasibly paid in full in cash.

- 30. <u>No Waiver</u>. This Interim DIP Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Lender may have to bring or be heard on any matter brought before the Court. Similarly, the failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under this Interim DIP Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lender, and all such rights are reserved and preserved.
- 31. <u>Discharge Waiver</u>. The Debtors expressly stipulate, and the Court finds and adjudicates, that none of the obligations, liens or superpriority claims granted or approved by this Interim DIP Order shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations, as applicable, have been indefeasibly paid in full in cash on or before the effective date of a confirmed plan of reorganization and there are no surviving obligations in respect thereof, and any order confirming a plan shall expressly so provide.
- 32. <u>Interim DIP Order Controls</u>. In the event of any irreconcilable inconsistency between the terms and conditions of the DIP Documents and this Interim DIP Order, the provisions of this Interim DIP Order shall govern and control solely to the extent of the inconsistency.
- 33. <u>Survival</u>. The provisions of this Interim DIP Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of

reorganization or liquidation in these Chapter 11 Cases; (b) converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of these Chapter 11 Cases or any Successor Case; or (d) pursuant to which the Court abstains from hearing these Chapter 11 Cases or any Successor Case. The terms and provisions of this Interim DIP Order, including the claims, liens, security interests and other protections granted pursuant to this Interim DIP Order, notwithstanding the entry of any such order, shall continue in these Chapter 11 Cases, in any Successor Case, or following dismissal of any of these Chapter 11 Cases or any Successor Case, and shall maintain their force, effect and priority as provided in this Interim DIP Order until all obligations related thereto have been paid in full.

- 34. <u>Preservation of Rights Under this Interim DIP Order.</u>
- (a) Without in any way limiting the preceding Paragraph, if an order dismissing these Chapter 11 Cases under sections 305 or 1112 of the Bankruptcy Code or otherwise is at any time entered, the Debtors shall request that such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the liens and superpriority claims granted pursuant to this Interim DIP Order shall continue in full force and effect, shall maintain their priority as provided in this Interim DIP Order and shall, notwithstanding such dismissal, remain binding on all parties in interest until all obligations pertaining thereto shall have been indefeasibly paid in full in cash (with interest) and the related commitments shall have been terminated in accordance with their terms without any surviving obligations and (ii) the Court shall retain non-exclusive jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such claims and obligations.
- (b) If any or all of the provisions of this Interim DIP Order are hereafter reversed, stayed, modified or vacated, such reversal, stay, modification or vacatur shall not affect (i) the validity and enforceability of this Interim DIP Order or any obligations incurred prior to the actual

receipt by the affected parties of written notice of the effective date of such reversal, stay, modification or vacatur and (ii) the validity and enforceability of the liens and superpriority claims authorized or created hereby. Notwithstanding any such reversal, stay, modification or vacatur, the obligations incurred by the Debtors hereunder and under the applicable documents, prior to the actual receipt of written notice of the effective date of such reversal, stay, modification or vacatur, shall be governed in all respects by the original provisions of this Interim DIP Order, and the parties shall be entitled to all the rights, remedies, privileges and benefits of sections 363(m) and 364(e) of the Bankruptcy Code, this Interim DIP Order, the DIP Documents and pursuant to the applicable documents.

- 35. Rights Under Sections 363(k) and 1129(b). Unless otherwise ordered by the Court for cause, the DIP Lender and the Prepetition Lender shall have the right to credit-bid the full amount of the DIP Obligations or Prepetition Loan Obligations in any sale or disposition of the DIP Collateral or the Prepetition Loan Collateral, as applicable, as provided for in section 363(k) of the Bankruptcy Code, in accordance with the terms of the DIP Documents or the Prepetition Loan Documents, as applicable, without the need for further Court order authorizing the same and whether such sale is effectuated through section 363(k) and/or section 1129(b) of the Bankruptcy Code or otherwise because, among other things, the denial of such rights would result in the DIP Obligations or the Prepetition Loan Obligations, as applicable, not receiving the indubitable equivalent of their rights and claims.
- 36. <u>No Consent.</u> No action, inaction or acquiescence by the DIP Lender or Prepetition Lender, including funding the Debtors' ongoing operations under this Interim DIP Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Lender or the

Prepetition Lender to a charge against the DIP Collateral pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code.

- 37. <u>Binding Effect; Successors and Assigns</u>. The DIP Documents and the provisions of this Interim DIP Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Lender, the Prepetition Lender, the Receivables Agent, the Creditors' Committee or any trustee or examiner appointed in these Chapter 11 Cases, the Debtors, and each of their respective successors and assigns (including any trustee or fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estate of the Debtors) whether in these Chapter 11 Cases, in any Successor Cases, or upon any dismissal of any such chapter 11 or chapter 7 case, and shall inure to the benefit of the DIP Lender, the Prepetition Lender, the Receivables Agent, and the Debtors and their respective successors and assigns.
- 38. <u>No Duty to Monitor Compliance</u>. The DIP Lender shall not (i) have any obligation with respect to any Debtor's use of Cash Collateral or the use of proceeds of the DIP Facility; (ii) be obligated to ensure or monitor any Debtor's compliance with any financial covenants, formula, or other terms and conditions of the DIP Documents; or (iii) be obligated to pay any fees or expenses incurred or authorized to be incurred pursuant to the DIP Documents.
- 39. <u>Final Hearing</u>. The Final Hearing is scheduled for July 31, 2025 at 10:00 a.m. (prevailing Central Time) before this Court. The Debtors shall promptly serve a notice of entry of this Interim DIP Order and the Final Hearing, together with a copy of this Interim DIP Order, by first class mail, postage prepaid, or overnight mail to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to any Creditors' Committee after the same has been appointed, or any Creditors' Committee counsel. The notice

of the entry of this Interim DIP Order and the Final Hearing shall state that objections to the entry

of the Final Order (including any provisions proposed therein similar to those included in this

Interim DIP Order) shall be filed with this Court by no later than July 24, 2025 (the

"Objection Deadline"), with copies to: (i) proposed counsel for the Debtors, Latham &

Watkins LLP, Attn: Caroline Reckler, Esq. (caroline.reckler@lw.com), Adam Ravin, Esq.

(adam.ravin@lw.com), Randall C. Weber-Levine, Esq. (randall.weber-levine@lw.com); (ii)

counsel for the DIP Lender, Greenberg Traurig, LLP (Attn: Jeffrey M. Wolf

(Jeffrey.Wolf@gtlaw.com), Oscar N. Pinkas (PinkasO@gtlaw.com), and Charlie Liu

(Charlie.Liu@gtlaw.com)); (iii) counsel for the Liquidation Agent, Riemer Braunstein LLP (Attn:

Steven E. Fox (sfox@riemerlaw.com)); (iv) counsel to the Receivables Agent; (v) the Office of

the United States Trustee for the Southern District of Texas; and (vi) counsel to the Creditors'

Committee, if any.

40. Retention of Jurisdiction. This Court has and shall retain exclusive jurisdiction to

enforce this Interim DIP Order according to its terms to the fullest extent permitted by law.

Signed: July 07, 2025

Christopher Lopez

United States Bankruptcy Judge

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Exhibit A to Interim DIP Order

DIP Credit Agreement

THIS SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION LOAN AGREEMENT AND SECURITY AGREEMENT (this "Agreement") dated as of July [_], 2025, is among IG Design Group Americas, Inc., a Georgia corporation (the "Borrower"), which is a debtor and debtor-in-possession in the Chapter 11 Cases (as defined below), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages hereto (each a "Guarantor", and collectively, the "Guarantors"), each of which is a debtor and debtor-in-possession in the Chapter 11 Cases and HCS 107, LLC (the "Lender").

RECITALS

- A. On July 3, 2025 (the "Petition Date"), the Borrower and the Guarantors (collectively, the "Debtors") filed voluntary petitions to commence cases (the "Chapter 11 Cases") under title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and continue in the possession of their assets and in the management of their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.
- B. Prior to the Petition Date, HCS 107, LLC (the "<u>Prepetition Bridge Lender</u>") made loans to Borrower in an aggregate principal amount of approximately \$15,000,000 (the "<u>Prepetition Bridge Loans</u>") pursuant to that certain Loan Agreement and Security Agreement, dated as of June 23, 2025, by and among the Borrower, the Guarantors and the Prepetition Bridge Lender (as amended and in effect as of the Petition Date, the "<u>Prepetition Bride Loan Agreement</u>").
- C. The Lender has agreed to provide, upon the terms and conditions set forth herein, a secured superpriority term loan facility (the "<u>DIP Facility</u>") in an aggregate principal amount of up to \$53,000,000 (the "<u>Maximum DIP Amount</u>") consisting of (i) a new money senior secured superpriority term loan facility available in multiple advances in an aggregate principal amount not to exceed \$38,000,000 (the "<u>New Money DIP Facility Commitment</u>") and (ii) subject to entry of the DIP Orders (as hereinafter defined), the roll-up and conversion into Roll-Up Loans (as hereinafter defined) of an amount equal to the outstanding balance of the Prepetition Bridge Loan Obligations.
- D. To provide guarantees and security for the repayment of the DIP Facility Advances and the payment of the other Secured Obligations of the Borrower hereunder and under the other Loan Documents, the Loan Parties are providing to the Lender, pursuant to this Agreement and the other Loan Document, the following (each as more fully described herein and in the other Loan Documents):
- (i) a guarantee from each of the Guarantors of the due and punctual payment and performance of the Secured Obligations of the Borrower hereunder;
- (ii) pursuant to Bankruptcy Code Section 364(c)(1), with respect to the Secured Obligations of the Loan Parties hereunder and under the other Loan Documents, the Superpriority Claims (as defined below);
- (iii) pursuant to Bankruptcy Code Section 364(c)(2), subject and subordinate only to the Carve-Out, a perfected first priority lien on, and security interest in, all present and after-acquired property of the Loan Parties not subject to a valid, perfected and non-avoidable lien

or security interest in existence on the Petition Date or to a valid lien in existence on the Petition Date that is perfected subsequent to the Petition Date as permitted by Bankruptcy Code Section 546(b) (including, after entry of the Final DIP Order, proceeds of the Debtors' avoidance actions under the Bankruptcy Code);

- (iv) pursuant to Bankruptcy Code Section 364(c)(3), subject and subordinate only to the Carve-Out, a perfected junior lien on, and security interest in, all present and after-acquired property of the Loan Parties that is otherwise subject to a valid, perfected and non-avoidable lien or security interest in existence on the Petition Date or a valid lien in existence on the Petition Date that is perfected subsequent to the Petition Date as permitted by Bankruptcy Code Section 546(b) (in each case, other than the liens securing the Prepetition Bridge Loan Obligations); and
- (v) pursuant to Bankruptcy Code Section 364(d)(1), subject and subordinate only to the Carve-Out, a perfected first priority priming lien on, and security interest in, all collateral securing the Prepetition Bridge Loan Obligations.
- F. All of the claims and the Liens granted to the Lender hereunder and pursuant to the DIP Order and the other Loan Documents in the Chapter 11 Cases shall be subject to the Carve-Out and Prepetition Prior Liens (as defined in the DIP Order), but in each case only to the extent provided herein and in the DIP Order.
- G. Pursuant to the terms of the DIP Orders, all Secured Obligations will be secured by valid perfected Liens on substantially all of Debtors' assets, having the priorities set forth in the DIP Orders.

ARTICLE I DEFINITIONS AND ACCOUNTING MATTERS

- Section 1.01 <u>Terms Defined Above</u>. As used in this Agreement, each term defined above has the meaning indicated above.
- Section 1.02 <u>Certain Defined Terms</u>. As used in this Agreement, the following terms have the meanings specified below:
- "13-Week Projection" means the Borrower's 13-week cash flow forecast, in form and substance acceptable to, and approved by, the Lender, setting forth (i) all projected line-item receipts and operating disbursements of the Debtors on a consolidated basis, broken down by week and on a cumulative basis, and (ii) anticipated uses of the proceeds of the DIP Facility Advances for such period, delivered by Borrower pursuant to Section 6.01(g).
- "Accounts" means all "accounts" (as defined in the UCC) of any Loan Party (or, if referring to another Person, of such Person), including accounts, accounts receivable, monies due or to become due and obligations in any form (whether arising in connection with contracts, contract rights, instruments, general intangibles, or chattel paper), in each case whether arising out of goods sold or services rendered or from any other transaction and whether or not earned by performance, now or hereafter in existence, and all documents of title or other documents representing any of

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the foregoing, and all collateral security and guaranties of any kind, now or hereafter in existence, given by any Person with respect to any of the foregoing.

"Acceptable Plan" means a Chapter 11 Plan providing for the payment of the Prepetition Bridge Loan Obligations and the Secured Obligations in full and in cash upon the effectiveness of such Chapter 11 Plan, and otherwise in form and substance satisfactory to the Lender and the Prepetition Lender.

"Adequate Protection Liens" shall have the meaning assigned to such term in the DIP Order.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" has the meaning assigned thereto in the preamble hereto.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Loan Parties from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means 9.50% per annum.

"Approved DIP Budget" shall have the meaning assigned to such term in Section 8.01(i).

"Bankruptcy Code" has the meaning assigned to such term in the recitals to this Agreement.

"Bankruptcy Court" has the meaning assigned to such term in the recitals to this Agreement.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Board of Directors" means the board of directors of the Borrower.

"Borrower" has the meaning assigned to such term in the preamble hereto.

"Borrowing Request" means a request by the Borrower for a DIP Facility Advance in accordance with Section 2.03.

"Budget Certificate" has the meaning assigned to such term in Section 8.01(1).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Capital Leases" means, in respect of any Person, all leases which are required to be, in accordance with GAAP, recorded as capital leases or financing leases on the balance sheet of the Person liable (whether contingent or otherwise) for the payment of rent thereunder; provided, however, that all leases of such Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance on February 25, 2016 of the ASU 2016-02 (ASC 842, Leases) shall continue to be treated as operating leases (and any future lease that would have been treated as an operating lease for purposes of GAAP prior to the issuance of ASC 842 shall be treated as an operating lease), in each case for purposes of this Agreement.

"Capital Stock" means (i) with respect to any Person that is a corporation, any and all shares, interests or equivalents in capital stock (whether voting or nonvoting, and whether common or preferred) of such corporation, and (ii) with respect to any Person that is not a corporation, any and all partnership, membership, limited liability company or other equity interests of such Person; and in each case, any and all rights, warrants or options to purchase or acquire any of the foregoing and any other security or instrument representing, convertible into or exchangeable for any of the foregoing.

"Carve-Out" has the meaning assigned to such term in the DIP Order.

"Casualty Event" means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Borrower or any of its Subsidiaries.

"Change in Control" means the occurrence of any of the following events: (a) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any "person" (as defined above), other than a Permitted Holder, becomes the Beneficial Owner, directly or indirectly, of any of the voting Equity Interests of Borrower, measured by voting power rather than number of shares or (b) Borrower shall cease to Beneficially Own or control, of record, directly, 100% of the outstanding Equity Interests of any of the Loan Parties.

"Chapter 11 Cases" has the meaning assigned to such term in the Recitals to this Agreement.

"Chapter 11 Plan" means a plan of reorganization or liquidation with respect to any of the Debtors.

"Closing Fee(s)" has the meaning assigned to such term in Section 3.03.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Collateral" has the meaning assigned to such term in Section 13.01.

"Copyright Licenses" means all agreements, licenses and covenants providing for the grant to or from a Loan Party of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright (including, without limitation, those listed on Schedule 7.23(a)).

"Copyrights" means, with respect to any Loan Party, all of such Loan Party's right, title and interest in and to all works of authorship and all intellectual property rights therein, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule 7.23(a), (ii) all extensions, renewals, and restorations thereof, (iii) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Confirmation Order" means an order of the Bankruptcy Court, in form and substance satisfactory to the Lender, confirming an Acceptable Plan.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Event" has the meaning assigned to such term in Section 6.02.

"Credit Exposure" means, at any time with respect to the Lender, the aggregate outstanding principal amount of the Lender's Loans.

"<u>Debt</u>" means, with respect for any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof); (c) in respect of banker's acceptances; (d) in respect of Capital Lease obligations; (e) representing the balance deferred and unpaid of the purchase price of any property or services (excluding trade accounts payable created in the ordinary course of business which are not more than sixty (60) days past due); or (f) representing any Hedging Obligations. In addition, the term "Debt" includes all Debt of others secured by a

Lien on any asset of the specified Person (whether or not such Debt is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Debt of any other Person. Debt shall be calculated without giving effect to the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Debt for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such indebtedness.

"Debtors" has the meaning assigned to such term in the recitals to this Agreement.

"<u>Default</u>" means any event or condition which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"<u>Deposit Account Control Agreement</u>" means any deposit account control agreement by and among a depositary institution, any Loan Party and Lender, as each of the same may from time to time be amended, restated, supplemented or otherwise modified from time to time.

"<u>Dormant Entities</u>" means Variety Accessories, LLC, Impact Paper Products, LLC and Berwick Management LLC.

"DIP Facility" has the meaning assigned to such term in the preamble hereto.

"<u>DIP Facility Advance(s)</u>" means each advance of funds by Lender to Borrower under this Agreement, including (i) advances pursuant to <u>Section 2.01(a)</u> hereof, and (ii) any advance of funds by Lender to or on behalf of Borrower pursuant to <u>Section 4.01(a)</u> hereof.

"<u>DIP Order</u>" means collectively, the Interim DIP Order and, upon entry thereof, the Final DIP Order.

"Disclosure Statement Order" has the meaning assigned to such term in Section 10.01(m).

"Disqualified Capital Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Equity Interest), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Equity Interest, in whole or in part, on or prior to the date that is 91 days after the date on which the Loans mature. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Capital Stock solely because the holders of the Equity Interest have the right to require the Borrower or any of its Subsidiaries to repurchase such Equity Interest upon the occurrence of a Change of Control or an asset sale will not constitute Disqualified Capital Stock if the terms of such Capital Stock provide that the Borrower or any of its Subsidiaries may not repurchase or redeem any such Equity Interests pursuant to such provisions prior to payment in full of the Secured Obligations. The amount of Disqualified Capital Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Borrower and its Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Capital Stock, exclusive of accrued dividends.

"dollars" or "\sums" refers to lawful money of the United States of America.

"<u>Domestic Subsidiary</u>" means any Subsidiary of Borrower that was formed under the laws of the United States of America or any state of the United States of America or the District of Columbia.

"Effective Date" means the date on which the conditions specified in Section 6.01 are satisfied (or waived by the Lender).

"Environmental Laws" means any and all current or future federal, state, and local laws, regulations, judicial decisions, orders, decrees, rules, permits, licenses, and other legal restrictions and requirements pertaining to health, safety, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

"Environmental Liabilities" means, as to any Person, all liabilities, obligations, responsibilities, losses, damages, costs, and expenses (including, without limitation, all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigation and feasibility studies or other Remedial Actions), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit or order, arising from environmental conditions or the Release or threatened Release of a Hazardous Material into the environment, resulting from the past, present, or future operations of such Person or its Affiliates.

"Environmental Permit" means any permit, registration, license, approval, consent, exemption, variance, or other authorization required under or issued pursuant to applicable Environmental Laws.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder and any successor statute.

"ERISA Affiliate" means any corporation or trade or business (whether or not incorporated) which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower or any Subsidiary or is under common control (within the meaning of Section 414(c) of the Code and Sections 414(m) and (o) of the Code for purposes of the provisions relating to Section 412 of the Code) with Borrower or any Subsidiary.

"ERISA Event" means (a) a Reportable Event with respect to a Plan, (b) a withdrawal by the Borrower or any Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of

ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations which is treated as such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal by the Borrower or any Subsidiary or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent, (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan, (e) the occurrence of an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan, (f) the imposition of any liability to the PBGC under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any Subsidiary or any ERISA Affiliate, (g) the failure of the Borrower or any Subsidiary or ERISA Affiliate to meet any funding obligations with respect to any Plan or Multiemployer Plan, or (h) a Plan becomes subject to the at-risk requirements in Section 303 of ERISA and Section 430 of the Code.

"Event of Default" has the meaning assigned such term in Section 10.01.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"Excluded Assets" means (i) equity interests (A) constituting margin stock and (B) of any person (other than the Borrower) if such pledge would violate any restriction (including, by any consent requirement) in its organizational or joint venture documents or any contract binding on such person on the Effective Date, in each case, after giving effect to the applicable antiassignment provisions of the UCC, (ii) "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (iii) (A) any payroll and other employee wage and benefit accounts, tax accounts (including, without limitation, sales tax accounts), escrow accounts and fiduciary or trust accounts maintained for the benefit of unaffiliated third parties and other customary excluded accounts to be agreed, in each case, as long as such accounts are used solely for such purposes and (B) the deposit account at HSBC ending -0500, as long as such account is used as cash collateral for letters of credit, treasury services and cash management obligations, (iv) any property subject to any purchase money security interest or capital lease, in each case, permitted under this Agreement or any other Loan Documents to the extent and for so long as such contract or other agreement prohibits such security interest or pledge, (v) any assets to the extent a security interest in such assets would result in more than de minimis adverse tax consequences to the Borrower or any Loan Party as reasonably determined by the Borrower, and (vi) voting Capital Stock in any Foreign Subsidiary or FSHCO in excess of 65% of the total voting equity interests in such Subsidiary.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to the Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the Lender being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or

any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) with respect to the Lender (other than an assignee pursuant to a request by the Borrower under Section 5.02), any U.S. federal withholding tax that is imposed on amounts payable to or for the account of the Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) the Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.02) or (ii) the Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.01, amounts with respect to such Taxes were payable either to the Lender's assignor immediately before the Lender became a party hereto or to the Lender immediately before it changed its lending office, (c) Taxes attributable to the Lender's failure to comply with Section 5.01(f), and (d) any Tax that is imposed under FATCA.

"Exit Fee" shall have the meaning assigned to such term in Section 3.04.

"<u>Fair Market Value</u>" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of Borrower.

"<u>Final DIP Order</u>" means the final order of the Bankruptcy Court authorizing and approving the Debtors' entry into the DIP Facility on a final basis, including the granting of the Liens and Superpriority Claims in respect of the DIP Facility in favor of the Lender, which shall be substantially in the form of the Interim DIP Order, with such changes as the Borrower and the Lender reasonably approve.

"Final DIP Order Entry Deadline" means the date that is thirty-five (35) days following the Petition Date, unless such date is extended with the consent of the Borrower and the Lender.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"FHA" means the Federal Housing Administration or any successor thereof.

"<u>Financial Officer</u>" means, for any Person, the chief financial officer, chief strategy officer, principal accounting officer, treasurer or controller of such Person. Unless otherwise specified, all references herein to a Financial Officer means a Financial Officer of the Borrower.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"FSHCO" has the meaning given to it in the definition of "Guarantors".

"<u>Funding Date</u>" means the date on which each DIP Facility Advance is funded by the Lender under this Agreement.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.04.

"General Intangibles" means all "general intangibles" as such term is defined in Section 9-102(a)(42) of the UCC and, in any event, shall include, without limitation, with respect to any Loan Party, all rights of such Loan Party to receive any tax refunds, all contracts or agreements governing or pertaining to any Hedging Obligations, contracts, agreements, instruments and indentures and all licenses, permits, concessions, franchises and authorizations issued by Governmental Authorities in any form, and portions thereof, to which such Loan Party is a party or under which such Loan Party has any right, title or interest or to which such Loan Party or any property of such Loan Party is subject, as the same may from time to time be amended, supplemented, replaced or otherwise modified, including, without limitation, (i) all rights of such Loan Party to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Loan Party to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (iii) all rights of such Loan Party to damages arising thereunder, and (iv) all rights of such Loan Party to terminate and to perform, compel performance and to exercise all remedies thereunder.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government over the Borrower or any Subsidiary, any of their Properties or the Lender.

"Governmental Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereinafter in effect, including, Environmental Laws, energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

"Guaranteed Obligations" has the meaning assigned to such term in Section 12.01(a).

"Guarantors" means each of the Debtors as of the Petition Date (other than the Borrower), and each other Subsidiary that becomes a Debtor and guarantees the Secured Obligations pursuant to Section 8.10(b); provided, that Debtors shall not include (i) any subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code (a "CFC"), (ii) any direct or indirect subsidiary of the Borrower that (x) has no material assets other than equity or indebtedness, for U.S. federal income tax purposes, of one or more foreign subsidiaries of the Borrower that are CFCs or that are subsidiaries described in this clause (x) or in clause (y), or (y) is treated as a disregarded entity for U.S. federal income tax purposes and that owns any CFC or subsidiary described in clause (x) or this clause (y) (any such subsidiary described in this clause (ii), a "FSHCO"), (iii) any direct or indirect Subsidiary of a foreign subsidiary of the Borrower that is a CFC, (iv) any subsidiary if providing such guaranty would result in more than

de minimis adverse tax consequences to the Borrower or any Loan Party as reasonably determined by the Borrower, and (v) any subsidiary prohibited or restricted (including by any third party consent requirement) from providing such guaranty by (A) applicable law or (B) any permitted contractual obligation entered into prior to (and not entered into in contemplation of) the Petition Date.

"<u>Hazardous Material</u>" means any substance, product, waste, pollutant, material, chemical, contaminant, constituent, or other material which is or becomes listed, regulated, or addressed as hazardous, toxic, a pollutant, a contaminant or words of similar meaning under any Environmental Law, including, without limitation, asbestos, petroleum, and polychlorinated biphenyls.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under (a) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to manage interest rates or interest rate risk and (c) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"Highest Lawful Rate" means, with respect to the Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Notes or on other Secured Obligations under laws applicable to the Lender which are presently in effect or, to the extent allowed by law, under such laws from time to time in effect.

"Hilco" has the meaning assigned to such term in Section 6.01(s).

"Intellectual Property" means, with respect to any Loan Party, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under the laws of the United States, any state thereof or the District of Columbia, or multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, and Trademark Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Intellectual Property Security Agreement" means that certain (i) Patent Security Agreement, dated as of the date hereof (the "Patent Security Agreement"), by and among the Loan Parties party thereto in favor of Lender, (ii) Trademark Security Agreement, dated as of the date hereof (the "Trademark Security Agreement"), by and among the Loan Parties party thereto in favor of Lender, and (iii) Copyright Security Agreement, dated as of the date hereof, by the Loan Parties party thereto in favor of Lender, in each case, in form and substance satisfactory to the Lender.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document, and (b) to the extent not otherwise described in (a), Other Taxes.

"Initial DIP Budget" has the meaning assigned to such term in Section 8.01(1).

"Interest Payment Date" means the last Business Day of each month, commencing July 31, 2025.

"Interim DIP Facility Amount" has the meaning set forth in Section 2.01(a).

"Interim DIP Order" means an order of the Bankruptcy Court in substantially the form attached hereto as Exhibit F and otherwise reasonably satisfactory in form and substance to the Borrower and the Lender.

"Interim Period" means the period from and including the Effective Date to (but not including) the date that the Final DIP Order is entered by the Bankruptcy Court.

"Investment" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Debt, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Borrower or any Subsidiary of Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Borrower, Borrower will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of Borrower's Investments in such Subsidiary that were not sold or disposed of. The acquisition by Borrower or any Subsidiary of Borrower of a Person that holds an Investment in a third Person will be deemed to be an Investment by Borrower or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person. Except as otherwise provided in this Agreement, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the UCC including, without limitation, all Certificated Securities and Uncertificated Securities, all Security Entitlements, all Securities Accounts, all Commodity Contracts and all Commodity Accounts (other than any Excluded Assets), (ii) all security entitlements, in the case of any United States Treasury book-entry securities, as defined in 31 C.F.R. section 357.2, or, in the case of any United States federal agency book-entry securities, as defined in the corresponding United States federal regulations governing such book-entry securities, and (iii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity Interests.

"Issuers" means the collective reference to each issuer of Pledged Equity Interests.

"IRS" means the U.S. Internal Revenue Service.

"Lender" has the meaning assigned to such term in the preamble hereto.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any option or other agreement to sell or give a security interest in any filing of or agreement to give any financing statement under the UCC of any jurisdiction.

"Liquidation" has the meaning assigned to such term in Section 6.01(s).

"<u>Liquidation Services Agreement</u>" has the meaning assigned to such term in <u>Section</u> 6.01(s).

"<u>Liquidation Services Agreement Motion</u>" has the meaning assigned to such term in Section 10.01(m)(i).

"Loan" means each DIP Facility Advance and each Roll-Up Loan hereunder.

"Loan Documents" means this Agreement, the Note, the Security Instruments (and all related documents thereto) and the other closing documents executed by any Loan Party, and other ancillary loan agreements, pledge agreements, security agreements executed and delivered, in each case, by any Loan Party, from time to time in connection with this Agreement, all as may be renewed, amended, restated or supplemented from time to time.

"Loan Parties" means Borrower and each other Guarantor.

"Loans" means each DIP Facility Advance and all Roll-Up Loans made or deemed to be made by the Lender to the Borrower pursuant to this Agreement.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, operations, Property, assets or condition (financial or otherwise) of Borrower and its Subsidiaries, taken as a whole ((i) other than, in the case of the Debtors, (A) the filing of the Chapter 11 Cases, (B) those events which normally result from or relate to the commencement and continuation of a proceeding under Chapter 11 of the Bankruptcy Code, (C) any action required to be taken under the Loan Documents, or under an order of the Bankruptcy Court (including for the avoidance of doubt, any action taken in connection with the sale or liquidation of the assets of the Debtors and/or the satisfaction of the Milestones) and (D) any matters concerning the Debtor's prepetition financial performance that are disclosed in any first day pleadings or declarations, and (ii) in the case of the Debtors, taking into account the effect of the automatic stay under the Bankruptcy Code), (b) the ability of the Loan Parties, taken as a whole, to fully and timely perform any of their obligations under any Loan Documents, (c) the legality, validity, binding effect, or enforceability against the Loan Parties, taken as a whole, of any Loan Document, (d) the validity, perfection or priority of the Lender's Lien on the Collateral, taken as

a whole, or (e) the rights and remedies of or benefits available to the Lender under any Loan Document.

"Material Contract" means as any lease, contract or agreement to which the Borrower or any Loan Party is a party (i) involving aggregate payments by or consideration payable to the Loan Parties in excess of \$1,000,000 in any calendar year, or (ii) which if terminated could reasonably be expected to result in a Material Adverse Effect.

"Material Intellectual Property" means any Intellectual Property included in the Collateral that is material to the business of any Loan Party or is otherwise of material value.

"Maturity Date" means the date that is 190 days following the Petition Date.

"Milestones" has the meaning assigned to such term in Section 10.01(m).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

"Mortgage" or "Mortgages" means, individually and collectively, one or more mortgages, deeds of trust or deed to secure debt encumbering Real Property Collateral (or, at the election of the Lender, amendments to the Prepetition Mortgages), executed and delivered by any applicable Loan Party in favor of Lender, in form and substance reasonably satisfactory to the Lender.

"Multiemployer Plan" means any employee pension plan as defined in Section 3(2) of ERISA covered by Title IV of ERISA that is a multiemployer plan as defined in Sections 3(37) or 4001 (a)(3) of ERISA, to which (a) the Borrower, a Subsidiary or an ERISA Affiliate makes, or is obligated to make, contributions or during the preceding five plan years has made, or been obligated to make, contributions or (b) Borrower or a Subsidiary may have any liability or obligation, whether known or unknown, asserted or unasserted, determined or determinable, absolute or contingent, accrued or unaccrued and whether due or to become due.

"Net Proceeds" means proceeds in cash, checks or other cash equivalent financial instruments as and when received by the Person making a disposition of Property, as well as condemnation and similar awards received on account of a Casualty Event (excluding business interruption insurance claims), net of: (a) in the event of a disposition of Property (i) the direct costs relating to such disposition excluding amounts payable to the Borrower or any Affiliate of the Borrower, (ii) sales, use or other transaction Taxes paid or payable as a result thereof, (iii) amounts required to be applied to pay principal, interest and prepayment premiums and penalties on Debt (other than the Secured Obligations) secured by a Lien on the asset which is the subject of such disposition and prior to the Lien securing the Secured Obligations, and (iv) any escrow or reserve for any indemnification payments (fixed or contingent) attributable to seller's indemnities and representations and warranties to purchaser in respect of the applicable disposition of Property undertaken by any Borrower or any of their respective Subsidiaries or other liabilities in connection with such disposition (provided that upon release of any such escrow or reserve, the amount released shall be considered Net Proceeds) and (b) in the event of a Casualty Event, (i) all money actually applied to repair or reconstruct the damaged Property or Property affected by the

condemnation or taking, (ii) all of the costs and expenses reasonably incurred in connection with the collection of such proceeds, award or other payments, and (iii) any amounts retained by or paid to parties having superior rights to such proceeds, awards or other payments.

"New Money DIP Facility Commitment" means the commitment of the Lender to make the new money DIP Facility Advances pursuant to Section 2.01(a) of this Agreement in an aggregate amount not to exceed \$38,000,000.

"Note" means a note of the Borrower payable to the Lender in substantially the form of **Exhibit A** hereto or such other form as may be acceptable to Lender in its discretion.

"Organizational Documents" means, with respect to any Person, (a) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such Person, (b) in the case of any limited liability company, the certificate of formation and limited liability company agreement (or similar documents) of such Person, (c) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (d) in the case of any general partnership, the partnership agreement (or similar document) of such Person and (e) in any other case, the functional equivalent of the foregoing.

"Other Connection Taxes" means, with respect to the Lender, Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.02).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"<u>Perfection Certificate</u>" means the Perfection Certificate delivered to the Lender on the Effective Date.

"<u>Patent Licenses</u>" means all agreements, licenses and covenants providing for the grant to or from a Loan Party of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent.

"Patents" shall mean, with respect to any Loan Party, all of such Loan Party's right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (i) each patent and patent application listed on Schedule 7.23(a), (ii) all reissues, substitutes, divisions, continuations,

continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

"<u>Permitted Holder</u>" means HUK 168 Limited, a company incorporated in England and Wales and any of its Affiliates.

"Permitted Liens" has the meaning assigned to such term in Section 9.03.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Petition Date" has the meaning assigned to such term in the Recitals to this Agreement.

"PIK Interest" has the meaning assigned to such term in Section 3.01(c).

"Plan" means any employee pension benefit plan, as defined in section 3(2) of ERISA, that is subject to Title IV of ERISA, other than a Multiemployer Plan, which (a) is currently or hereafter sponsored, maintained or contributed to by Borrower, a Subsidiary or an ERISA Affiliate or (b) Borrower or a Subsidiary may have any liability or obligation, whether known or unknown, asserted or unasserted, determined or determinable, absolute or contingent, accrued or unaccrued and whether due or to become due.

"Pledged Debt Securities" means all debt securities now owned or hereafter acquired by any Loan Party, including, without limitation, the debt securities listed on Schedule 7.21, together with any other certificates, options, rights or security entitlements of any nature whatsoever in respect of the debt securities of any Person that may be issued or granted to, or held by, any Loan Party while this Agreement is in effect; provided, that in no event shall "Pledged Debt Securities" include any Excluded Assets.

"<u>Pledged Equity Interests</u>" means all Equity Interests, and shall include Pledged LLC Interests, Pledged Partnership Interests and Pledged Stock; <u>provided</u>, that in no event shall "Pledged Equity Interests" include any Excluded Assets.

"Pledged LLC Interests" means all membership interests and other interests now owned or hereafter acquired by any Loan Party in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 7.21 hereto under the heading "Pledged LLC Interests" and the certificates, if any, representing such limited liability company interests and any interest of such Loan Party on the books and records of such limited liability company and any securities entitlements relating thereto and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option or other agreement to

acquire any of the foregoing, all management rights, all rights of a member under the Organizational Documents of such limited liability company, all voting rights, any interest in any capital account of a member in such limited liability company, all rights as and to become a member of the limited liability company, all rights of a Loan Party under any shareholder or voting trust agreement or similar agreement in respect of such limited liability company, all of the Loan Party's right, title and interest as a member to any and all assets or properties of such limited liability company, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing.

"<u>Pledged Notes</u>" means all promissory notes now owned or hereafter acquired by any Loan Party including, without limitation, those listed on <u>Schedule 7.21</u>.

"Pledged Partnership Interests" means all partnership interests and other interests now owned or hereafter acquired by any Loan Party in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 7.21 hereto under the heading "Pledged Partnership Interests" and the certificates, if any, representing such partnership interests, and any interest of such Loan Party on the books and records of such partnership and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing, all management rights, all voting rights, any interest in any capital account of a partner in such partnership, all rights as and to become a partner of such partnership, all of any Loan Party's rights, title and interest as a partner to any and all assets or properties of such partnership, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing.

"Pledged Stock" means all shares of capital stock now owned or hereafter acquired by a Loan Party, including, without limitation, all shares of capital stock described on Schedule 7.21 hereto under the heading "Pledged Stock", and the certificates, if any, representing such shares and any interest of such Loan Party in the entries on the books of the issuer of such shares and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing.

"<u>Pledged Securities</u>" means the collective reference to the Pledged Debt Securities, the Pledged Notes and the Pledged Equity Interests regardless of whether constituting Securities under the UCC.

"<u>Prepetition Bridge Lender</u>" has the meaning assigned to such term in the Recitals to this Agreement.

"Prepetition Bridge Loan Agreement" has the meaning assigned to such term in the Recitals to this Agreement.

"Prepetition Bridge Loans" has the meaning assigned to such term in the Recitals to this Agreement.

"<u>Prepetition Bridge Loan Documents</u>" means the Prepetition Bridge Loan Agreement, the Prepetition Mortgages, each promissory note evidencing the Prepetition Bridge Loans, and all other documents, instruments and agreements entered into in connection with the Prepetition Bridge Loans.

"Prepetition Bridge Loan Obligations" means the Secured Obligations and other obligations under, and as defined in, the Prepetition Bridge Loan Agreement.

"<u>Prepetition Mortgages</u>" means each mortgage or deed of trust executed and delivered by the Loan Parties in favor of the Lender securing the Prepetition Bridge Loan Obligations, each as amended and in effect as of the Petition Date.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon and distributions or payments with respect thereto.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including cash, securities, accounts and contract rights.

"Real Property" means any estate or interest in real property now owned or hereafter acquired by the Borrower or any of its Subsidiaries and the improvements thereto.

"Real Property Collateral" means the Real Property identified on Schedule A as of the Effective Date.

"Receivables Agreement" means that certain Master Receivables Purchase Acceptance Letter, dated as of July 13, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof) by and among the Borrower, as supplier, and JPMorgan Chase Bank, N.A., as investor and investor agent.

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, investment managers, subagents, representatives, and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Release" means, as to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, disbursement, leaching, or migration of Hazardous Materials into the environment, including, without limitation, the movement of Hazardous Materials through or in the air, soil, surface water or ground water (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material).

"Remedial Action" means all actions required to (a) clean up, remove, treat, or otherwise address Hazardous Materials in the indoor or outdoor environment, (b) prevent the Release or threat of Release or minimize the further Release of Hazardous Materials so that they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Responsible Officer" means the chief executive officer, president, chief financial officer, chief strategy officer, or treasurer of Borrower or any Subsidiary or any Person designated by a Responsible Officer to act on behalf of a Responsible Officer; provided that such designated Person may not designate any other Person to be a Responsible Officer. Any document delivered hereunder that is signed by a Responsible Officer of Borrower or any Subsidiary shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of Borrower or any Subsidiary and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower or such Subsidiary.

"Requirement of Law" means with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, legally binding guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in Borrower or any of its Subsidiaries, or any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in Borrower or any of its Subsidiaries or any option, warrant or other right to acquire any such Equity Interests in Borrower or any of its Subsidiaries.

"Roll-Up Loans" has the meaning assigned to such term in Section 2.01(c) of this Agreement.

"Sanctioned Country" means, at any time, a country, region or territory that is, or whose government is, the subject or target of any Sanctions (at the time of this Agreement, the Crimea Region of Ukraine, the Donetsk People's Republic and the territory it controls in the Donetsk oblast of Ukraine, and the Luhansk People's Republic and the territory it controls in the Luhansk oblast of Ukraine, Kherson and Zaporizhzhia regions or oblasts of Ukraine, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person organized or resident in a Sanctioned Country or (c) any Person owned fifty percent or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Obligations" means, without duplication, any and all amounts owing or to be owing by the Borrower or any Guarantor whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising: (a) to the Lender under any Loan Document and (b) all renewals, extensions and/or rearrangements thereof. Without limitation of the foregoing, the term "Secured Obligations" shall include the unpaid principal of and interest on the Loans (including interest accruing at the then applicable rate provided in this Agreement after the maturity of the Loans), fees, reimbursement obligations and unpaid amounts, fees, expenses, indemnities, costs, and all other obligations and liabilities of every nature of the Borrower, any Subsidiary or any Guarantor, whether absolute or contingent, due or to become due, now existing or hereafter arising under this Agreement or the other Loan Documents.

"Security Instruments" means this Agreement, the Mortgages, the DIP Order, and other agreements, instruments or certificates now or hereafter executed and delivered by the Borrower or any Guarantor and designated as a "Security Instrument" in connection with, or as security for the payment or performance of the Secured Obligations, as such agreements may be amended, modified, supplemented or restated from time to time.

"Subsidiary" means any Person of which at least a majority of the outstanding Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, manager or other governing body of such Person (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by Borrower or one or more of its Subsidiaries or by Borrower and one or more of its Subsidiaries. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a Subsidiary of Borrower.

"Superpriority Claim" means a claim against a Loan Party in any of the Chapter 11 Cases that is a superpriority administrative expense claim having priority over any or all administrative expenses and other claims of the kind specified in, or otherwise arising or ordered under, any sections of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546(c) and/or 726 thereof), whether or not such claim or expenses may become secured by a judgment Lien or other non-consensual Lien, levy or attachment.

"<u>Taxes</u>" means any and all present or future taxes, levies, imposts, duties, deductions, assessments, fees, charges or withholdings (including backup withholding) imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Testing Date" has the meaning assigned to such term in Section 9.01.

"Testing Period" has the meaning assigned to such term in Section 9.01.

"Termination Date" means the earliest to occur of (a) the Maturity Date, (b) unless the Final DIP Order is entered on or prior to such date, the Final DIP Order Entry Deadline, (c) the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date thereof) of an Acceptable Plan, and (d) the date of the consummation of the sale of all or substantially all the Loan Parties' assets unless the Debtors and the Lender have reached an agreement on a budget for the use of any proceeds of DIP Facility Advances which would be used to wind down the estates of the Debtors, and (e) the termination of the New Money DIP Facility Commitment following the occurrence of an Event of Default hereunder and acceleration of the Secured Obligations pursuant to Section 10.02.

"<u>Trademark Licenses</u>" means all agreements, licenses and covenants providing for the grant to or from a Loan Party of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution, or other violation of any Trademark or permitting co-existence with respect to a Trademark.

"Trademarks" means, with respect to any Loan Party, all of such Loan Party's right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule 7.23(a), (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Transactions" means, the execution, delivery and performance by the Loan Parties of this Agreement and each other Loan Document and the transactions contemplated hereunder and thereunder, the borrowing of the Loans, the use of the proceeds, the guaranteeing of Secured Obligations by the Guarantors, the grant of the security interests and provision of collateral under the DIP Order.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of New York; <u>provided</u>, that in the event, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the UCC as

enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

"Updated DIP Budget" has the meaning assigned to such term in Section 8.01(1)(ii).

"<u>U.S.</u>" means the United States of America or any state of the United States of America or the District of Columbia.

"<u>U.S. Person</u>" means any Person that is a "<u>United States person</u>" as defined in section 7701(a)(30) of the Code.

"<u>USA Patriot Act</u>" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56), as amended.

"US Prime Rate" shall mean the greatest of (a) the Federal Funds Rate plus one-half of one percent (0.50%), and (b) the rate of interest announced by The Wall Street Journal as its "prime rate", with the understanding that the "prime rate" is one of The Wall Street Journal's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as The Wall Street Journal may designate (and, if any such announced rate is below zero, then the rate determined pursuant to this clause (b) shall be deemed to be zero).

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.01(f)(ii)(B)(3).

"Variance Report" has the meaning assigned to such term in Section 8.01(i).

"Wholly-Owned Subsidiary" means any Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares mandated by applicable law), on a fully-diluted basis, are owned by Borrower or one or more of the Wholly-Owned Subsidiaries or are owned by Borrower and one or more of the Wholly-Owned Subsidiaries.

"Withholding Agent" means the Borrower or any Guarantor.

Section 1.03 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law

as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including", (f) terms relating to the Collateral or any part thereof, when used in relation to a Loan Party, shall refer to such Loan Party's Collateral or the relevant part thereof, (g) the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): Account Debtor, Authenticate, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Commodity Intermediary, Documents, Electronic Chattel Paper, Entitlement Order, Equipment, Farm Products, Financial Asset, Fixtures, Goods, Instruments, Inventory, Letter of Credit Rights, Money, Payment Intangibles, Securities Account, Securities Intermediary, Security, Security Entitlement, Supporting Obligations, Tangible Chattel Paper and Uncertificated Security, and (h) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.04 Accounting Terms and Determinations; GAAP. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Lender hereunder shall be prepared in accordance with GAAP, applied on a basis consistent with the financial statements of Borrower except for changes in which Borrower's independent certified public accountants concur or which are disclosed to the Lender on the next date on which financial statements are required to be delivered to the Lender pursuant to Section 8.01(b); provided that, unless the Borrower and the Lender shall otherwise agree in writing, no such change shall modify or affect the manner in which compliance with the covenants contained herein is computed such that all such computations shall be conducted utilizing financial information presented consistently with prior periods.

ARTICLE II THE FACILITY

Section 2.01 New Money DIP Facility Commitment.

(a) Subject to the terms and conditions set forth herein including the entry of the Interim DIP Order, the Lender agrees to make DIP Facility Advances to the Borrower from time to time, in such principal amounts requested by the Borrower in accordance with Section 2.03(a); provided, that (i) the aggregate amount of the DIP Facility Advances funded by the Lender hereunder shall not exceed the Lender's New Money DIP Facility Commitment, (ii) during the Interim Period, the aggregate principal amount of the DIP Facility Advances made by the Lender to the Borrower shall not exceed \$25,000,000 (the "Interim DIP Facility Amount"), excluding the Interim Roll-Up Loans, and (iii) the remaining aggregate principal amount of the DIP Facility

Advances not exceeding \$13,000,000 shall be made by the Lender to the Borrower, subject to reaching agreement on a new Approved DIP Budget on or before July 28, 2025, and upon entry of the Final DIP Order. The New Money DIP Facility Commitment shall be automatically and permanently reduced by the amount of any DIP Facility Advance when made on any Funding Date. Amounts paid or prepaid in respect of the DIP Facility Advances may not be reborrowed.

- (b) To the extent requested by the Lender, the DIP Facility Advances made hereunder shall be evidenced by a Note of the Borrower, payable to the Lender in a principal amount equal to the New Money DIP Facility Commitment, and otherwise duly completed. The date, amount, and interest rate of each DIP Facility Advance made by the Lender, and all payments made on account of the principal thereof, shall be recorded by the Lender on its books, and may be recorded by the Lender on a schedule attached to such Note or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect the Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of any transfer by the Lender of the Note.
- (c) <u>Roll-Up Loans</u>. Upon entry of the Interim DIP Order, a portion of the Prepetition Bridge Loan Obligations in an amount equal to the Interim DIP Facility Amount shall be deemed to have been refinanced and converted into Secured Obligations on a dollar-for-dollar basis (the "<u>Interim Roll-Up Loans</u>"). Upon entry of the Final DIP Order, all remaining outstanding Prepetition Bridge Loan Obligations shall be deemed to have been refinanced and converted into Secured Obligations on a dollar-for-dollar basis (the "<u>Final Roll-Up Loans</u>" and, together with the Interim Roll-Up Loans, collectively, "<u>Roll-Up Loans</u>"). Any amounts of Roll-Up Loans repaid or prepaid may not be reborrowed.

Section 2.02 [Reserved].

Section 2.03 Requests for DIP Facility Advances.

- (a) To request a DIP Facility Advance (other than a DIP Facility Advance for a Roll-Up Loan pursuant to Section 2.01(c)), the Borrower shall deliver by hand, facsimile or email to Lender an executed Borrowing Request not later than 9:00 a.m., New York City time (or such later time as the Lender may agree in its sole discretion), at least three (3) Business Days before the date of the proposed borrowing (or such shorter time as the Lender may agree in its sole discretion); provided, that the Borrowing Request for the funding of the initial DIP Facility Advance on the Effective Date may be delivered by the Borrower to the Lender on the Effective Date. Unless otherwise agreed by the Lender, there shall not be more than one (1) DIP Facility Advance funded in any calendar week. Each such Borrowing Request shall be irrevocable. Each such written Borrowing Request shall be in substantially the form of Exhibit B and signed by the Borrower and shall specify the following information:
 - (i) the amount of the requested DIP Facility Advance;
 - (ii) the proposed Funding Date of such DIP Facility Advance;

- (iii) the contemplated uses of such DIP Facility Advance, including reference to the applicable line-item expenses set forth in the then Approved DIP Budget intended to be funded with the proceeds of such DIP Facility Advance;
- (iv) in the case of any DIP Facility Advance requested after the Effective Date, the total Credit Exposure on the date thereof (i.e., the outstanding principal amount of the DIP Facility Advances without regard to the requested DIP Facility Advance) and the pro forma total Credit Exposure on the anticipated Funding Date after giving effect to the DIP Facility Advance requested; and
- (v) identification of the Borrower's deposit account to which the proceeds of such requested DIP Facility Advance are to be disbursed.
- (b) Each Borrowing Request shall constitute a representation that (i) the amount of the requested DIP Facility Advance shall not cause the total amount of the funded DIP Facility Advances hereunder to exceed the original New Money DIP Facility Commitment, and (ii) each of the conditions set forth in Section 6.02 (and in the case of the initial DIP Facility Advance to be funded on the Effective Date, Section 6.01) are satisfied as of the date of submission of such Borrowing Request and will be satisfied as of the applicable Funding Date.
- Section 2.04 <u>Funding of DIP Facility Advances</u>. The Lender shall make each DIP Facility Advance to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m., New York City time on the applicable Funding Date, to the deposit account of the Borrower specified in the Borrowing Request.
- Section 2.05 <u>Termination of Commitment</u>. The New Money DIP Facility Commitment shall be automatically and permanently reduced by the amount of each DIP Facility Advance when made. The New Money DIP Facility Commitment shall terminate automatically on the Termination Date.
- Section 2.06 <u>Payment of Obligations</u>. Upon the occurrence of the Termination Date (whether at maturity, by acceleration or otherwise), the Lender shall be entitled to immediate payment of the Secured Obligations and to exercise all rights and remedies, in each case, subject to the terms of the DIP Order.
- Section 2.07 No Discharge; Survival of Claims. The Borrower and each Guarantor agrees that (a) any Chapter 11 Plan or any related confirmation order entered in the Chapter 11 Cases shall not discharge or otherwise affect in any way any of the Secured Obligations of the Loan Parties to the Lender under this Agreement and the related Loan Documents, other than after the payment in full in cash to the Lender of all Secured Obligations under the DIP Facility and the related Loan Documents on or before the effective date of a Chapter 11 Plan and termination of the New Money DIP Facility Commitment and (b) to the extent its Secured Obligations hereunder and under the other Loan Documents are not satisfied in full, (i) its Secured Obligations arising hereunder shall not be discharged by the entry of such confirmation order (and each Loan Party, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (ii) the Superpriority Claim granted to the Lender pursuant to the DIP Order and the Liens granted

to the Lender pursuant to the DIP Order shall not be affected in any manner by the entry of such confirmation order.

ARTICLE III PAYMENTS OF PRINCIPAL AND INTEREST; PREPAYMENTS; FEES

- Section 3.01 Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Lender the then unpaid principal amount of Loans on the Termination Date, together with all accrued and unpaid interest thereon and all other amounts then outstanding hereunder and under the other Loan Documents.
- (a) <u>Interest</u>. The Loans shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the sum of (i) the US Prime Rate as in effect from time to time <u>plus</u> (ii) the Applicable Margin, but in no event to exceed the Highest Lawful Rate. Any change in the US Prime Rate shall be effective as of the date of such change.
- (b) <u>Post-Default Rate</u>. If any Event of Default has occurred and is continuing, or the amounts outstanding hereunder are accelerated or otherwise become due and payable, then so long as such Event of Default is continuing, all overdue amounts owing by the Borrower hereunder shall bear interest, after as well as before judgment, at a rate per annum equal to two percent (2%) in excess of the interest rate otherwise applicable hereunder, but in no event to exceed the Highest Lawful Rate, until such Event of Default has been cured or waived or such amount is fully paid, as the case may be.
- (c) <u>Interest Payments</u>. Accrued interest on the outstanding balance of the DIP Facility Advances shall be payable in arrears on each Interest Payment Date for the immediately preceding month (or portion thereof that DIP Facility Advances are outstanding) and on the Termination Date. The Borrower may elect, with respect to interest due on any Interest Payment Date, for such accrued interest to be payable in kind rather than in cash, by adding the amount of such interest to the outstanding principal amount of the DIP Facility Advances ("<u>PIK Interest</u>"); <u>provided</u>, that (i) interest accrued pursuant to <u>Section 3.02(b)</u> shall be payable upon demand therefor in cash (unless otherwise agreed by Lender to be paid as PIK Interest) and (ii) in the event of any repayment or prepayment of any DIP Facility Advance, accrued interest on the principal amount of the Loan repaid or prepaid shall be payable on the date of such repayment or prepayment. PIK Interest shall be considered principal of the DIP Facility Advances for all purposes, including, without limitation, calculation of interest on subsequent Interest Payment Dates. In no case shall interest payable hereunder exceed the Highest Lawful Rate.
- (d) <u>Interest Rate Computations</u>. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and in each case for the borrowing of Loans hereunder, including the day of the borrowing, to but excluding the Interest Payment Date, and thereafter from the Interest Payment Date, to but excluding the next Interest Payment Date.

Section 3.02 <u>Prepayments</u>.

- (a) Optional Prepayment. Subject to prior written notice in accordance with Section 3.02(a)(ii), the Borrower shall have the right at any time and from time to time to prepay the DIP Facility Advances prior to the Maturity Date, without premium or penalty, in whole or in part, in a minimum aggregate amount of \$1,000,000 or any integral multiple of \$500,000 in excess thereof or, if less, the remaining balance of the DIP Facility Advances; provided, that:
 - (i) each prepayment made in accordance with this <u>Section 3.02</u>, or any refinancing, substitution, or replacement of any Loans (including pursuant to any amendment or waiver of this Agreement) that effectuates an optional prepayment pursuant to this <u>Section 3.02</u>, shall be accompanied by accrued interest on the DIP Facility Advances at such time which amount shall be due and payable on the date of the effectiveness of such payment, refinancing, substitution or replacement, and
 - (ii) the Borrower shall have notified the Lender in writing (which may be by e-mail) of any optional prepayment hereunder not later than 11:00 a.m., New York City time, at least one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of the DIP Facility Advances or portion thereof to be prepaid; <u>provided</u> that a notice of optional prepayment delivered by the Borrower may state that such notice is conditioned upon the occurrence of any event or transaction, in which case such notice may be revoked by the Borrower (by notice to the Lender on or prior to the specified effective date) if such condition is not satisfied.
- (b) <u>Mandatory Prepayment</u>. In addition to any prepayment required as a result of an Event of Default or the occurrence of the Termination Date, at the election of the Lender, the Loans shall be subject to mandatory prepayment as follows:
 - (i) if any of the Loan Parties receive any Net Proceeds in respect of any Casualty Event (excluding business interruption insurance claims) of any of the Loan Parties in an amount excess of \$250,000 in the aggregate during the term of this Agreement, then the Loans shall be prepaid by an amount equal to 100% of such Net Proceeds received within a period of two (2) Business Days from the date of receipt of such Net Proceeds; and
 - (ii) if any of the Loan Parties sell or dispose (other than dispositions pursuant to the Receivables Facility) of any Property yielding Net Proceeds in an amount in excess of \$250,000 in the aggregate during the term of this Agreement, then the Loans shall be prepaid by an amount equal to 100% of the Net Proceeds (without any reinvestment rights) received within a period of two (2) Business Days from the date of receipt of such Net Proceeds.

At the election of the Lender in its sole discretion, all or a portion of such mandatory repayments may be declined and available to the Loan Parties to be used in accordance with the Approved DIP Budget.

(c) <u>Application</u>. Subject to the Carve-Out, all optional prepayments and mandatory prepayments shall be applied as follows: first, to pay accrued and unpaid interest on,

and expenses in respect of, the obligations under the DIP Facility, to the extent then due and payable; and second, to repay any principal amounts or other obligations which have been advanced and are outstanding under the DIP Facility.

Section 3.03 <u>Closing Fees.</u> In consideration of the Lender making the DIP Facility available to the Borrower, the Borrower shall pay to the Lender closing fees (the "<u>Closing Fees</u>") as follows: (i) on the Effective Date, a Closing Fee in an amount equal to \$450,000 (such amount being 3.00% on account of \$15,000,000 of the New Money DIP Facility Commitment available during the Interim Period (prior to giving effect to the initial DIP Facility Advances hereunder)), and (ii) upon entry of the Final DIP Order, a Closing Fee in an amount equal to \$390,000 (such amount being 3.00% on account of the \$13,000,000 incremental New Money DIP Facility Commitment available upon entry of the Final DIP Order). Each Closing Fee is fully earned, due, and payable in cash on the date upon which the same is due as provided in the foregoing clauses (i) and (ii), and once earned, not subject to refund or rebate in whole or in part, for any reason. Payment of the Closing Fee due upon the Effective Date shall be made by adding the amount of such fee to the outstanding principal amount of the Final DIP Order shall be made by adding the amount of such fee to the outstanding principal amount of the initial DIP Facility Advance funded following the date of entry of the Final DIP Order.

Section 3.04 <u>Exit Fee</u>. Upon the occurrence of the Termination Date, the Borrower shall pay to the Lender an exit fee (the "<u>Exit Fee</u>") in an amount equal to four percent (4.00%) of the sum of (i) the New Money DIP Facility Commitment as of the Effective Date (prior to giving effect to any DIP Facility Advances hereunder), plus (ii) any increases to the New Money DIP Facility Commitment after the Effective Date (prior to giving effect to any DIP Facility Advances after any such increase), plus (iii) the initial principal amount of the Roll-Up Loans, which Exit Fee shall be fully earned, due, and payable in cash on the Termination Date, and not subject to refund or rebate in whole or in part, for any reason.

ARTICLE IV PAYMENTS

4.01 Payments Generally.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or of amounts payable under Section 5.01 or otherwise) prior to 3:00 pm, New York City time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. In furtherance of the foregoing, the Borrower hereby irrevocably authorizes the Lender, in its reasonable discretion (after consultation with the Borrower), to request on behalf of the Borrower, DIP Facility Advances, in an amount sufficient to pay all principal, interests, fees, or other amounts from time to time due and payable by any Loan Party hereunder or under any other Loan Document, or in Lender's discretion, to preserve or protect the Collateral or to pay any amounts required to be paid by the Loan Parties, without having to satisfy the conditions set forth in Sections 6.01 and 6.02 (it being understood that all such amounts made will constitute DIP Facility Advances and shall constitute part of the Secured Obligations and shall be secured by the

Collateral). Each payment (including each prepayment) by the Borrower on account of principal on the Loans shall be applied to the outstanding principal amount of the Loans then held by the Lender. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Lender at its offices specified in writing by the Lender from time to time for such purpose. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) <u>Application of Insufficient Payments</u>. If at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, interest, and fees then due hereunder, such funds shall be applied to the Secured Obligations in a manner determined by the Lender in its sole discretion.

ARTICLE V TAXES

Section 5.01 Taxes.

- (a) <u>Defined Terms</u>. For purposes of this <u>Section 5.01</u>, the term "applicable law" includes FATCA.
- (b) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower or a Guarantor, as applicable, shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 5.01) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.
- (c) <u>Payment of Other Taxes by the Borrower</u>. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Lender reimburse it for the payment of, any Other Taxes.
- (d) <u>Indemnification by the Borrower</u>. The Borrower shall indemnify the Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Lender on or with respect to any payment by or on account of any obligation of the Borrower or any Guarantor hereunder or in connection with any Loan Document (including

Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this <u>Section 5.01</u>) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability under this <u>Section 5.01</u> shall be delivered to the Borrower by the Lender, and any such certificate shall be conclusive absent manifest error.

(e) <u>Evidence of Payments</u>. As soon as practicable after any payment of Indemnified Taxes by the Borrower or a Guarantor to a Governmental Authority pursuant to this <u>Section 5.01</u>, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(f) Status of Lender.

If the Lender is entitled to an exemption from or reduction of (i) withholding tax with respect to payments under this Agreement or any other Loan Document, it shall deliver to the Borrower, at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.01(f)(ii)(A), Section 5.01(f)(ii)(B) and Section 5.01(f)(ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

(ii) Without limiting the generality of the foregoing:

- (A) if the Lender is a U.S. Person, it shall deliver to the Borrower on or prior to the Effective Date (and from time to time thereafter at the time or times prescribed by applicable law or upon the reasonable request of the Borrower), executed originals of IRS Form W-9 (or any successor form) certifying that the Lender is exempt from U.S. federal backup withholding tax;
- (B) if the Lender is not a U.S. Person it shall, to the extent it is legally entitled to do so, deliver to the Borrower (in such number of copies as shall be requested by the recipient) on or prior to the Effective Date (and from time to time thereafter at the time or times prescribed by applicable law or upon the reasonable request of the Borrower), whichever of the following is applicable:

- (1) in the case the Lender is claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS W-8BEN-E, as applicable (or any successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS W-8BEN-E, as applicable (or any successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;
- (2) in the case the Lender is claiming that its extension of credit will generate U.S. effectively connected income, executed copies of IRS Form W-8ECI (or any successor form);
- (3) in the case the Lender is claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that (A) such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and (B) the interest payments in question are not effectively connected with a U.S. trade or business conducted by the Lender or are effectively connected but are not includible in the Lender's gross income for U.S. federal income tax purposes under an income tax treaty (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS W-8BEN-E, as applicable (or any successor form); or
- (4) to the extent the Lender is a partnership and one or more direct or indirect partners of the Lender are claiming the portfolio interest exemption, the Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 on behalf of each such direct or indirect partner;

- (C) if the Lender is not a U.S. Person it shall, to the extent it is legally entitled to do so, deliver to the Borrower (in such number of copies as shall be requested by the recipient) on or prior to the Effective Date (and from time to time thereafter at the time or times prescribed by applicable law or upon the reasonable request of the Borrower), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower to determine the withholding or deduction required to be made; and
- (D) if a payment made to the Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if the Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), the Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with their obligations under FATCA and to determine that the Lender has complied with the Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

The Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

<u>Treatment of Certain Refunds</u>. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.01 (including by the payment of additional amounts pursuant to this Section 5.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) if such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

- (h) <u>Effect of Failure or Delay in Requesting Indemnification</u>. Failure or delay on the part of the Lender to demand indemnification pursuant to this <u>Section 5.01</u> shall not constitute a waiver of the Lender's right to demand such indemnification; provided that the Borrower shall not be required to indemnify the Lender pursuant to this <u>Section 5.01</u> for any Indemnified Taxes or Other Taxes incurred more than 180 days prior to the date that the Lender notifies the Borrower of the event giving rise to such Indemnified Taxes or Other Taxes and of the Lender's intention to claim indemnification therefor; provided further that, if the event giving rise to indemnification is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.
- Section 5.02 <u>Mitigation Obligations</u>. If the Borrower is required to pay any additional amount to the Lender or any Governmental Authority for the account of the Lender pursuant to <u>Section 5.01</u>, then the Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to <u>Section 5.01</u> in the future, and (ii) would not subject the Lender to any reasonable unreimbursed cost or expense and would not otherwise be materially disadvantageous to the Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by the Lender in connection with any such designation or assignment.

ARTICLE VI CONDITIONS PRECEDENT

- Section 6.01 <u>Conditions Precedent to Effective Date</u>. The obligations of the Lender to make the initial DIP Facility Advance on or after the Effective Date shall not become effective until the date on which each of the following conditions is satisfied (or waived by the Lender):
- (a) <u>Loan Documents</u>. This Agreement and all other Loan Documents shall be in form and substance satisfactory to the Lender and in connection therewith the Lender shall have received from each party hereto counterparts (in such number as may be requested by the Lender) of this Agreement and all other Loan Documents signed on behalf of such party.
 - (b) [Reserved].
- (c) <u>Fees.</u> All fees required to be paid to the Lender on or before the Effective Date shall have been paid. All reasonable and documented out-of-pocket expenses (including reasonable and documented fees and expenses of outside counsel) required to be paid to the Lender on or before the Effective Date shall have been paid to the extent invoiced at least one (1) day prior to the Effective Date (or such shorter time as the Borrower may agree).
- (d) <u>Initial Budget</u>. The Lender shall have received the Initial DIP Budget, which shall be in form and substance satisfactory to the Lender, together with a Budget Certificate.

- (e) <u>No Conflicts</u>. Except as authorized by the Interim DIP Order, there shall not occur as a result of, and after giving effect to, the initial DIP Facility Advance under the DIP Facility, a default under any of the Borrower's, the Guarantors' or their respective Subsidiaries' Material Contracts which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.
- (f) <u>Patriot Act</u>. To the extent requested at least ten (10) Business Days prior to the Effective Date, the Lender shall have received, at least three (3) Business Days prior to the Effective Date, "know your customer" and similar information.
- (g) <u>Perfected Security Interest</u>. The Lender shall have a legal, valid and enforceable first priority perfected security interest in the Collateral pursuant to the Interim DIP Order.
 - (h) [Reserved].
 - (i) [Reserved].
 - (j) [Reserved].
 - (k) [Reserved].
- Responsible Officer of each Loan Party setting forth (i) resolutions of its board of directors or other appropriate governing body with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) good standing (or equivalent) certificates as of a recent date for such Loan Parties from the relevant authority of its jurisdiction of organization (to the extent such concepts are applicable), (iii) identify by name and title and bear the signatures of the officers, managers, directors or authorized signatories of such Loan Parties who have executed the Loan Documents (or a certification that there has been no change to such officers, managers or authorized signatories since the date of the Prepetition Bridge Loan Agreement) and (iv) the articles or certificate of incorporation and by-laws or other applicable organizational documents of such Loan Party, certified by a Responsible Officer as being true and complete (or a certification that there has been no change to such organizational documents since the date of the Prepetition Bridge Loan Agreement). The Lender may conclusively rely on such certificate until the Lender receives notice in writing from such Loan Party to the contrary.
- (m) <u>Closing Certificate</u>. Borrower shall have delivered to Lender an executed closing certificate of a Responsible Officer, certifying that the conditions set forth in <u>Sections</u> 6.01(e), 6.02(a), and 6.02(b).
- (n) <u>Chapter 11 Cases.</u> (i) The Chapter 11 Cases shall have been commenced and (ii) the motions to approve the Interim DIP Order and the Final DIP Order, and all "first day motions", "first day orders" and all other orders filed or to be filed at the time of commencement of the Chapter 11 Cases shall have been filed and shall each be reasonably satisfactory in form and substance to the Lender in all respects.

(o) <u>Interim DIP Order</u>. The Lender shall have received a copy of the Interim DIP Order entered by the Bankruptcy Court on or before the fourth (4th) Business Day after the Petition Date, and such Interim DIP Order shall not have been vacated, reversed, modified, amended, stayed or appealed.

(p) [Reserved];

- (q) <u>Third-Party Consent</u>. (i) All governmental and third party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any conditions that are not reasonably acceptable to the Lender) and shall remain in effect, and (ii) no law or regulation shall be applicable, or which, in the opinion of the Lender, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect;
- (r) <u>Legality</u>. The making of the Loans shall not contravene any law, rule or regulation applicable to Lender; and
- (s) <u>Liquidation Services Agreement</u>. Borrower shall have entered into a liquidation services agreement with Hilco Merchant Resources, LLC (the "<u>Liquidation Services Agreement</u>"), in form and substance mutually satisfactory to the applicable signatories relative to Hilco Merchant Resources, LLC's assistance to the Debtors in the monetization and/or liquidation of the Debtors' personal property assets in the Chapter 11 Cases ("<u>Liquidation</u>").
- Section 6.02 <u>Each DIP Facility Advance</u>. The obligation of the Lender to make each DIP Facility Advance (including the initial DIP Facility Advance to be made on or after the Effective Date but excluding DIP Facility Advances for Roll-Up Loans pursuant to <u>Section 2.01(c)</u>) is subject to the satisfaction of the following conditions:
- (a) Prior to and after giving effect to such DIP Facility Advance, there shall exist no Default or Event of Default;
- (b) The representations and warranties of Borrower and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such DIP Facility Advance, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date of such Credit Event, such representations and warranties shall continue to be true and correct as of such specified earlier date; <u>provided</u> that any representation and warranty qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects;
- (c) The making of such DIP Facility Advance shall not violate any Requirement of Law binding on the Lender;
- (d) The amount of such DIP Facility Advance does not exceed the remaining unfunded amount of the New Money DIP Facility Commitment;

- (e) The receipt by the Lender of a Borrowing Request in accordance with Section 2.03(b) which shall include, among other things, the intended uses of proceeds of such DIP Facility Advance;
- (f) With respect to any DIP Facility Advance to be made after the Final Order Entry Deadline, the Final DIP Order shall have been entered by the Bankruptcy Court; and
- (g) The DIP Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Lender.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

The Borrower and Guarantors represent and warrants to the Lender, as of the Effective Date and as of each Funding Date hereunder, that:

Section 7.01 Organization; Powers. Subject to any restrictions arising on account of Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code and entry of the Interim DIP Order and the Final DIP Order and except for the dissolution of those Subsidiaries pursuant to Section 8.15, the Borrower and each of its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all corporate or equivalent requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to be in good standing or to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 <u>Authority; Enforceability</u>. Upon entry of the Interim DIP Order and subject to any restrictions arising on account of Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code, the Transactions are within the Borrower's and each Guarantor's corporate or equivalent powers and have been duly authorized by all necessary corporate or equivalent action including any action required to be taken by any other Person, whether interested or disinterested, in order to ensure the due authorization of the Transactions. Upon entry of the Interim DIP Order, each Loan Document to which a Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to entry of the Interim DIP Order and the Final DIP Order and subject to any restrictions arising on account of Borrower's or any Subsidiaries' status under the Bankruptcy Code.

Section 7.03 <u>Approvals; No Conflicts</u>. Except as otherwise provided in the Interim DIP Order, the Transactions (a) do not require, as a condition thereto, any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, shareholders or any class of directors or managers, whether interested or disinterested, of Borrower or any other Person) to be obtained or made by Borrower or any

Subsidiary pursuant to any statutory law or regulation applicable to it, nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document against the Borrower or any Guarantor as herein provided or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than (i) the recording and filing of UCC-1 financing statements, Mortgages and other Security Instruments as required by this Agreement and the Interim DIP Order and the Final DIP Order, and (ii) those third party approvals or consents which if not made or obtained, would not cause a Default hereunder, could not reasonably be expected to have a Material Adverse Effect or do not have an adverse effect on the enforceability of the Loan Documents, (b) will not violate any applicable law or regulation or the Organizational Documents of Borrower or any Subsidiary or any order of any Governmental Authority applicable to Borrower or any Subsidiary, (c) will not violate or result in a default under any indenture or other material instrument binding upon Borrower or any Subsidiary or its Properties, give rise to a right thereunder to require any payment to be made by Borrower or such Subsidiary or to the extent there is a cap on the amount of first lien loans in any such indenture will not exceed such cap and (d) will not result in the creation or imposition of any consensual Lien by Borrower or any Subsidiary on any Property of Borrower or any Subsidiary (other than the Liens created by the Loan Documents).

Section 7.04 <u>Financial Condition; No Material Adverse Change</u>. Since the Petition Date, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

Section 7.05 <u>Litigation</u>.

- (a) Except as set forth on <u>Schedule 7.05</u> and except for the act of filing the Chapter 11 Cases and related proceedings arising therefrom, there are no unstayed actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Borrower, threatened in writing against Borrower or any Subsidiary (i) not fully covered by insurance (except for normal deductibles), that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or is not otherwise subject to the automatic stay as a result of the Chapter 11 Cases, or (ii) that involve any Loan Document or the Transactions.
- (b) Since the date of this Agreement, there has been no change in the status of the matters disclosed in <u>Schedule 7.05</u> that, individually or in the aggregate, has resulted in, or could be reasonably expected to result in, a Material Adverse Effect.
- Section 7.06 <u>Environmental Matters</u>. Except for such matters as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Borrower and its Subsidiaries:
- (a) Borrower and its Subsidiaries and each of their respective Properties and operations thereon are, and within all applicable statute of limitation periods have been, in compliance with all applicable Environmental Laws;

- (b) Borrower and its Subsidiaries have obtained all Environmental Permits required for their respective operations and each of their Properties, with all such Environmental Permits being currently in full force and effect, and none of Borrower or its Subsidiaries has received any written notice or otherwise has knowledge that any such existing Environmental Permit will be revoked or that any application for any new Environmental Permit or renewal of any existing Environmental Permit will be denied; and
- (c) None of Borrower or its Subsidiaries has any knowledge of any conditions or circumstances associated with the currently or previously owned or leased Properties or operations of Borrower and its Subsidiaries that could reasonably be expected to give rise to Borrower incurring any material Environmental Liabilities.
- (d) None of Borrower or its Subsidiaries nor any of their respective Properties or operations are subject to any outstanding written order, consent decree or settlement agreement with any Person relating to any Environmental Law, any Environmental Liability or any Hazardous Materials.
- (e) There are and, to each of Borrower and its Subsidiaries' knowledge, have been no conditions, occurrences or Hazardous Materials conditions that could reasonably be expected to form the basis of an Environmental Liability against Borrower or any of its Subsidiaries.
- (f) Neither Borrower nor any of its Subsidiaries nor, to Borrower's knowledge, any predecessor of Borrower or any of its Subsidiaries has filed any notice under any Environmental Law indicating past or present treatment of Hazardous Materials at any Property, and none of Borrower or any of its Subsidiaries' operations involves the generation, transportation, treatment, storage or disposal of hazardous waste, as defined under 40 C.F.R. Parts 260-270 or any state equivalent.
- (g) Compliance with all current or reasonably foreseeable future requirements pursuant to or under Environmental Laws could not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.
- (h) No materially adverse event or condition has occurred or is occurring with respect to Borrower or any of its Subsidiaries relating to any Environmental Law or any Release of Hazardous Materials.

Section 7.07 Compliance with Laws; No Defaults.

(a) Each of Borrower and each Subsidiary (i) is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, and (ii) subject to any restrictions arising on account of Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code and to the entry of the Interim DIP Order and the Final DIP Order, possesses all licenses, permits, franchises, exemptions, approvals and other authorizations granted by Governmental Authorities necessary for the ownership of its Property and the conduct of its business, except in either case where the

failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) No Default or Event of Default has occurred and is continuing.

Section 7.08 <u>Investment Company Act</u>. Neither Borrower nor any Guarantor is an "investment company" within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 <u>Taxes</u>. Each of Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP, (b) to the extent not required to be paid pursuant to the Bankruptcy Code or an order of the Bankruptcy Court or (c) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 7.10 ERISA.

- (a) Except for such noncompliance as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Borrower, the Subsidiaries and each ERISA Affiliate have complied with ERISA and, where applicable, the Code regarding each Plan.
- (b) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Plan is, and has been, established and maintained in substantial compliance with its terms, ERISA and, where applicable, the Code.
- (c) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no act, omission or transaction has occurred which could result in imposition on the Borrower, any Subsidiary or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA.
- (d) No Plan (other than a defined contribution plan) or any trust created under any such Plan has been terminated in a distress termination under Section 4041(c) of ERISA since January 1, 2000. Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) neither the Borrower, any Subsidiary nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (iv)

neither the Borrower, any Subsidiary nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

- (e) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, full payment when due has been made of all amounts which Borrower or any of the Subsidiaries is required under the terms of each Plan or applicable law to have paid as contributions to such Plan as of the date hereof, and no failure of a Plan to meet the minimum funding standards under Section 303 of ERISA or Section 430 of the Code, whether or not waived, exists with respect to any Plan.
- (f) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the actuarial present value of the benefit liabilities under each Plan which is subject to Title IV of ERISA does not, as of the end of Borrower's most recently ended fiscal year, exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities.
- (g) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither Borrower nor any of the Subsidiaries sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by Borrower or a Subsidiary in its sole discretion at any time.
- (h) Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither Borrower nor any of the Subsidiaries sponsors, maintains or contributes to, or has at any time in the six-year period preceding the date hereof sponsored, maintained or contributed to, any Multiemployer Plan.
- Section 7.11 <u>Disclosure; No Material Misstatements</u>. To the knowledge of the Borrower, no reports, financial statements, certificates or other written information furnished by or on behalf of Borrower or any Subsidiary to the Lender or any of its Affiliates in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or under any other Loan Document (as modified or supplemented by other written information so furnished, and taken as a whole) contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; <u>provided</u> that, with respect to projected financial information, Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.
- Section 7.12 <u>Insurance</u>. The Borrower shall maintain, and, as of the date hereof, has caused to be maintained for each of its Subsidiaries, with financially sound and reputable insurance companies, which may be Affiliates, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.
- Section 7.13 <u>Restrictions on Liens.</u> Subject to any restrictions on account of Borrower's or any Subsidiaries' status as a "debtor" under the Bankruptcy Code, neither Borrower nor any of

its Subsidiaries is a party to any material agreement or arrangement effective after the Petition Date, or, other than as a result of the Chapter 11 Cases, subject to any order, judgment, writ or decree, which either restricts or purports to restrict its ability to grant Liens to the Lender on or in respect of their Properties to secure the Secured Obligations and the Loan Documents, except, in each case, as provided in Section 9.14.

Section 7.14 <u>Subsidiaries</u>. All of Borrower's Subsidiaries are as set forth on <u>Schedule 7.14</u>, which lists for each such Subsidiary the name, type of organization and jurisdiction of formation or organization, the owner(s) of the Equity Interests of such Subsidiary and, in the case of any non-Wholly Owned Subsidiary, the percentage of the Equity Interests owned by the Loan Parties. Except as set forth on such Schedule, neither Borrower nor any other Loan Party has any Subsidiaries.

Section 7.15 <u>Location of Business and Offices</u>. Borrower's jurisdiction of organization is Georgia; the name of Borrower as listed in the public records of its jurisdiction of organization is IG Design Group Americas, Inc. The Borrower's principal places of business and chief executive offices are located at the address specified in <u>Section 11.01</u> (or as set forth in a notice delivered pursuant to <u>Section 8.01(i)</u> and <u>Section 11.01(c)</u>). Each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on <u>Schedule 7.14</u> (or as set forth in a notice delivered pursuant to <u>Section 8.01(i)</u>).

Section 7.16 <u>Properties; Titles, Etc.</u> Other than as a result of the Chapter 11 Cases and subject to any necessary order or authorization of the Bankruptcy Court, the Borrower and each of its Subsidiaries have good and indefeasible title to or valid leasehold interests in the Collateral to the best knowledge of the Loan Parties and its other Properties material to its business, including the Collateral, and none of the Collateral of Borrowers or Guarantor is subject to any Lien, except for Liens permitted pursuant hereto.

Section 7.17 [Reserved].

Section 7.18 Use of Proceeds.

(a) Borrower shall use the proceeds of Loans (i) to the extent permitted in accordance with the Interim DIP Order and the Final DIP Order, (ii) to fund the Roll-Up Loan, (iii) to pay fees and expenses related to this Agreement, the other Loan Documents and the transaction contemplated herein and therein, including, without limitation, reasonable and documented fees and out-of-pocket expenses of attorneys and other professional advisors of the Lender, including, without limitation, Greenberg Traurig, LLP, and any financial advisor that may be retained by the Lender, (iv) to pay post-petition operating expenses of the Debtors incurred in the ordinary course of business as specified and within the limits of the Approved DIP Budget, including, but not limited to, purchases of inventory, (v) to pay fees and expenses of the administration of the Chapter 11 Cases as specified and within the limits of the Approved DIP Budget, including, but not limited to, payment of approve professional fees, and (vi) to pay any other amounts as specified in the Approved DIP Budget, operative documentation and as otherwise

permitted by the Bankruptcy Court. No proceeds of the Loans (including proceeds that are subject to the Carve-Out) shall be transferred to, or used by, any entity other than the Borrowers or Guarantors without prior written consent of the Lender, except as permitted herein and under the Approved DIP Budget and the DIP Order. Except as expressly agreed in writing by the Lender and as set forth in the Interim DIP Order and the Final DIP Order, no more than \$50,000 of the DIP Facility proceeds may be used to investigate but not challenge any claim or lien of the Prepetition Bridge Lender or the priority, validity, or enforceability of the Prepetition Bridge Loan Documents, and/or challenging any prepetition payment or transfer to the Prepetition Bridge Lender or its affiliates. For the avoidance of doubt, no proceeds of the Loan shall be used to assert any claim, cause of action or objection against the Lender or any its affiliates or any of their respective employees, officers, directors, advisors, investment managers, agents and subagents. Borrower and its Subsidiaries are not engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

(b) The Debtors and the Lender agree that following the consummation of any sale of assets of the Debtors, the proceeds from such sale shall be remitted to the Lender for the application to the Secured Obligations in the manner provided herein or in any order of the Bankruptcy Court.

Section 7.19 Anti-Corruption Laws, Sanctions, OFAC.

- (a) [Reserved].
- (b) <u>Compliance</u>. Borrower, the Subsidiaries and, to the knowledge of Borrower, their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in Borrower or any Subsidiary being designated as a Sanctioned Person.
- (c) <u>Dealings With Sanctioned Persons</u>. None of (i) Borrower, any Subsidiary or any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. The Borrower will not, in violation of applicable Sanctions, directly or, to its knowledge, indirectly use the proceeds from the Loans or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any applicable Sanctions.

Section 7.20 <u>Foreign Corrupt Practices</u>. Neither the Borrower nor any the Subsidiaries, nor any director, officer, agent, employee or Affiliate of Borrower or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a material violation by such Persons of the FCPA, including without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to

pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and, the Borrower, its Subsidiaries and its and their Affiliates have conducted their business in material compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Section 7.21 Investment Property.

- (a) Schedule 7.21 hereto sets forth under the headings "Pledged Stock", "Pledged LLC Interests" and "Pledged Partnership Interests", respectively, all of the Pledged Stock, Pledged LLC Interests and Pledged Partnership Interests owned by any Loan Party and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests or percentage of partnership interests of the respective issuers thereof indicated on such Schedule. Schedule 7.21 hereto sets forth under the heading "Pledged Debt Securities" or "Pledged Notes" all of the Pledged Debt Securities and Pledged Notes owned by any Loan Party, and all of such Pledged Debt Securities and Pledged Notes, have been, in the case of those issued by Affiliates of such Loan Party, or, in the case of those issued by Persons that are not Affiliates of such Loan Party, to the knowledge of such Loan Party have been, duly authorized, authenticated, issued, and delivered and are the legal, valid and binding obligation of the issuers thereof enforceable in accordance with their terms and are not in default and, in the case of those issued by Affiliates of such Loan Party, constitute all of the issued and outstanding inter-company Debt owed by such Affiliates to such Loan Party evidenced by an instrument or certificated security of the respective issuers thereof. Schedule 7.21 hereto sets forth under the headings "Securities Accounts," "Commodities Accounts," and "Deposit Accounts," respectively, all of the Securities Accounts, Commodities Accounts and Deposit Accounts in which each Loan Party has an interest. Each Loan Party is the sole entitlement holder or customer of each such account, and such Loan Party has not consented to, and is not otherwise aware of, any Person (other than the Lender pursuant hereto) having "control" (within the meanings of Sections 8-106, 9-106 and 9-104 of the UCC) over, or any other interest in, any such Securities Account, Commodity Account or Deposit Account or any securities, commodities or other property credited thereto.
- (b) The shares of Pledged Stock pledged by such Loan Party hereunder constitute all of the issued and outstanding shares of all classes of the Equity Interests of each Issuer owned by such Loan Party.
- (c) All the shares of the Pledged Equity Interests have been duly and validly issued and are fully paid and nonassessable. No Loan Party is in default of its obligations under any Organizational Document of any Issuer of Pledged Equity Interests.
- (d) No consent, approval or authorization of any Person is required for the pledge by such Loan Party of the Pledged Equity Interests pursuant to this Agreement or for the execution, delivery or performance of this Agreement by such Loan Party, whether under the

Organizational Documents of any Issuer of Pledged Equity Interests or otherwise, except such as have been obtained and are in full force and effect.

(e) Such Loan Party is the record and beneficial owner of, and has good and marketable title to, the Investment Property and Deposit Accounts pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except for, in the case of any of the foregoing Collateral other than Pledged Equity Interests, Permitted Liens and, in the case of Pledged Equity Interests, Permitted Liens arising solely by operation of law, and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

Section 7.22 Accounts.

- (a) No amount in excess of \$250,000 in the aggregate payable to such Loan Party under or in connection with any Account is evidenced by any Instrument or Tangible Chattel Paper which has not been delivered to the Lender or constitutes Electronic Chattel Paper that has not been subjected to the control (within the meaning of Section 9-105 of the UCC) of the Lender.
- (b) Except as set forth on <u>Schedule 7.22</u> hereto, none of the Loan Party has Accounts in excess of \$250,000 in the aggregate with respect to which the obligor is a Governmental Authority.
- (c) Each Account (i) is the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (ii) is enforceable in accordance with its terms, (iii) is not subject to any set-offs, defenses, taxes or counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (iv) is in compliance with all applicable laws, provided that with respect to Accounts owed by an Account Debtor who is not an Affiliate of any Loan Party each of the foregoing is to the best knowledge of such Loan Party.

Section 7.23 <u>Intellectual Property</u>.

- (a) Schedule 7.23(a) lists all of the following Intellectual Property, to the extent owned by such Loan Party in its own name: (i) issued Patents and pending Patent applications, (ii) registered Trademarks and applications for the registration of Trademarks, and (iii) registered Copyrights, and applications to register Copyrights. All such Intellectual Property is recorded in the name of such Loan Party. Except as set forth on Schedule 7.23(a), to the knowledge of the Borrower such Loan Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property, free and clear of all Liens, claims and licenses, except for Permitted Liens.
- (b) Except for those matters which both (i) are disclosed on <u>Schedule 7.23(b)</u> and (ii) could not reasonably be expected to have a Material Adverse Effect, no holding, decision, ruling, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity, enforceability, or scope of, or such Loan Party's

right to register, own or use, any Intellectual Property of such Loan Party or such Loan Party's ownership interest therein, and no such action or proceeding is pending or, to the best of such Loan Party's knowledge, threatened.

- (c) Except for those matters which both (i) are disclosed on Schedule 7.23(c) and (ii) could not reasonably be expected to have a Material Adverse Effect, no settlements or consents, covenants not to sue, coexistence agreements, non-assertion assurances, or releases have been entered into by such Loan Party or bind such Loan Party in any manner that impacts such Loan Party's rights to own, license or use any Intellectual Property constituting Collateral or, to the best knowledge of the Borrower, any other Intellectual Property of the Borrower and its Subsidiaries. The consummation of the transactions contemplated by this Agreement will not result in the termination, limitation or other impairment of any of such Loan Party's rights in its Intellectual Property constituting Collateral or, to the best knowledge of the Borrower, any other Intellectual Property of the Borrower and its Subsidiaries.
- Section 7.24 <u>Letter of Credit Rights</u>. No Loan Party is a beneficiary or assignee under any letter of credit other than the letters of credit described on <u>Schedule 7.24</u>. Each Loan Party has instructed all issuers and nominated persons under letters of credit in which the Loan Party is the beneficiary or assignee to make all payments thereunder to a deposit account subject to (or to be subject to) a Deposit Account Control Agreement.
- Section 7.25 <u>Commercial Tort Claim</u>. No Loan Party has any commercial tort claim other than those described on Schedule 7.25.

Section 7.26 <u>Inventory and Equipment</u>.

- (a) The Inventory and the Equipment (other than Inventory and Equipment in transit) are kept at the locations listed on <u>Schedule 7.26</u>.
- (b) Any Inventory now or hereafter produced by any Loan Party included in the Collateral has been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.
- (c) None of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or is otherwise in the possession of any bailee or warehouseman.
- Section 7.27 <u>Dormant Entities</u>. As of the Effective Date, none of the Dormant Entities have any material assets, liabilities or obligations of any kind, whether accrued, contingent, absolute or otherwise (other than the Prepetition Bridge Loan Obligations), and is not engaged in any material business activities.

ARTICLE VIII AFFIRMATIVE COVENANTS

Until the New Money DIP Facility Commitment has expired or been terminated and the principal of and interest, if applicable, on each Loan and all fees payable hereunder and all other

amounts payable under the Loan Documents (other than contingent indemnification obligations for which no claim has been made) shall have been paid in full, each Loan Party covenants and agrees with the Lender that:

Section 8.01 <u>Financial Statements; Other Information</u>. Borrower will furnish to the Lender:

- (a) [Reserved].
- (b) [Reserved].
- (c) [Reserved].
- (d) [Reserved].
- (e) [Reserved].
- (f) <u>Information Regarding Borrower and Guarantors</u>. Prompt written notice (and in any event within five (5) Business Days thereafter) of any change (i) in the Borrower's or any Guarantor's company or corporate name or in any trade name used to identify such Person in the conduct of its business or in the ownership of its Properties, (ii) in the location of the Borrower's or any Guarantor's chief executive office or principal place of business, (iii) in the Borrower's or any Guarantor's identity or company or corporate structure or in the jurisdiction in which such Person is incorporated, organized or formed, (iv) in the Borrower's or any Guarantor's organizational identification number in its jurisdiction of organization, and (v) in the Borrower's or any Guarantor's federal taxpayer identification number.
- (g) <u>Notices of Certain Changes</u>. Promptly, but in any event within five (5) Business Days after the execution thereof, copies of any amendment, modification or supplement to any documents evidencing any Organizational Documents or any other organic document of Borrower or any Subsidiary.
- (h) Other Requested Information. Promptly following any request therefor (i) such other information regarding the operations, business affairs and financial condition of Borrower or any Subsidiary (including any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Lender may reasonably request and (ii) information and documentation reasonably requested by the Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

(i) Approved DIP Budget; Variance Reports.

(i) The Loan Parties shall prepare and deliver a 13-Week Projection, in form and substance acceptable to, and consented to by, the Lender (the "<u>Initial DIP Budget</u>"), setting forth all projected line-item and cumulative receipts and operating disbursements on a weekly basis for the period beginning as of the week of the Effective

Date through and including the thirteenth (13th) week after such week. Once so consented to by the Lender, the Initial DIP Budget shall be deemed the "<u>Approved DIP Budget</u>" for all purposes of the Loan Documents until superseded by any Updated DIP Budget (as defined below) that subsequently is consented to by the Lender.

- On or before 5:00 p.m. New York City time on (i) the Thursday of (ii) the fourth calendar week after the week in which the Interim DIP Order is entered by the Bankruptcy Court and (ii) each Thursday of the fourth calendar week thereafter, the Loan Parties shall deliver to the Lender (a) a supplement to the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), covering the subsequent 13-week period that commences with the week immediately following the date of delivery of the supplemental budget (and which, for the avoidance of doubt, cannot modify previous weeks), consistent with the form and level of detail set forth in the Initial DIP Budget and otherwise in form and substance acceptable to, and consented to by, the Lender in its discretion (each such supplemental budget, an "Updated DIP Budget"), (b) an actual consolidated cash flow of the Loan Parties for the week preceding the first week of such Updated DIP Budget and the cumulative period then ended, in each case in a form reasonably acceptable to the Lender and which (I) shall be prepared on a consolidated basis for the Loan Parties, approved and certified by the Chief Strategy Officer (the "Budget Certificate") as being accurate in all material respects (or in the case of projections, as being believed to be reasonable at the time furnished, prepared in good faith based on assumptions believed to be reasonable at the time furnished), and (II) shall (A) show, in the case of clause (a), projected cash receipts and projected cash disbursements for the supplemental period covered by such Updated Budget, and (B) in the case of clause (b), (i) a summary of collections, disbursements and other items for such period, and (ii) a line item variance report setting forth (x) actual results against anticipated results under the Approved DIP Budget for the week in regard to which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (y) variances in dollar amounts and percentages, and (z) a written explanation for all line item variances of greater than 10% for the applicable week; provided, that, a written explanation for line item variances for Debtor Professional fees shall only be required if the variances are greater than 20% of the applicable week, and (C) such other information as the Lender may reasonably request (such items described in this clause (b), the "Variance Report").
- (iii) Upon (and subject to) the approval of any such Updated DIP Budget by the Lender in its sole discretion, such Updated DIP Budget shall constitute the thenapproved Approved DIP Budget. To the extent that a proposed Updated DIP Budget is not approved by the Lender, the initial Approved DIP Budget or last approved Updated DIP Budget shall remain in full force and effect as the Approved DIP Budget.
- (j) <u>Environmental Reports and Audits</u>. As soon as practicable and in any event within 10 days following receipt thereof, copies of all environmental audits, reports and notices with respect to environmental matters at any Property or that relate to any Environmental Liabilities during the term of this Agreement.

- (k) <u>Valuations</u>. The Borrower shall cooperate with the Lender to provide or permit the Lender to undertake (itself, through an affiliate of the Lender or by third parties) valuations with respect to key assets (including, but not limited to (i) real estate, including all owned and leased properties, (ii) Inventory, (iii) Accounts, and (iv) machinery and equipment, and potential liabilities and claims (including, but not limited to secured claims, unsecured claims, priority claims, including claims under Section 503(b)(9) of the Bankruptcy Code, and unpaid lease liabilities).
- (l) Motions, etc. To the extent reasonably practicable, at least two (2) days prior to, and in any event no later than one day prior to, such filing or distribution, copies of all pleadings and motions to be filed by or on behalf of the Borrower or any of the other Debtors with the Bankruptcy Court in the Chapter 11 Cases relating to this Agreement, any sale of assets pursuant to section 363 of the Bankruptcy Code, or a Chapter 11 Plan, or otherwise seeking a material form of relief (other than emergency pleadings or motions where, despite the Debtors' commercially reasonable efforts, such notice is not feasible).
- Section 8.02 <u>Notices of Material Events</u>. The Borrower will furnish to the Lender prompt written notice of the following:
 - (a) the occurrence of any Default or Event of Default;
- (b) the filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against or affecting Borrower or any Subsidiary not previously disclosed in writing to the Lender or any material adverse development in any action, suit, proceeding, investigation or arbitration (whether or not previously disclosed to the Lender), in either case, that could reasonably be expected to result in a Material Adverse Effect;
- (c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of Borrower and its Subsidiaries in an aggregate amount exceeding \$250,000;
- (d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect; and
- (e) in any event within two (2) Business Days following the knowledge thereof by, a Responsible Officer of Borrower, of the occurrence of any Casualty Event or the commencement of any action or proceeding that could reasonably be expected to result in a Casualty Event.

Each notice delivered under this <u>Section 8.02</u> shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03 <u>Existence</u>; <u>Conduct of Business</u>. Borrower will, and will cause each Subsidiary to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and its rights, licenses and franchises, except (i) for transactions

permitted by <u>Section 8.15</u> and <u>Section 9.05</u> and (ii) where the failure to preserve, renew and keep in full force and effect its rights, licenses and franchises could not reasonably be expected to result in a Material Adverse Effect.

Section 8.04 <u>Payment of Obligations</u>. Except where such payment is not required to be paid pursuant to the provisions of the Bankruptcy Code or an order of the Bankruptcy Court, the Borrower will, and will cause each Subsidiary to, pay its obligations, including Tax liabilities of Borrower and all of its Subsidiaries before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate actions and the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to make payment could not reasonably be expected to result in a Material Adverse Effect or result in the seizure or levy of any material Property of Borrower or any Subsidiary.

Section 8.05 <u>Performance of Obligations under Loan Documents</u>. The Borrower will pay the Loans and other Secured Obligations in respect of the DIP Facility in accordance with the terms hereof, and Borrower will, and will cause each Subsidiary to, do and perform every act and discharge all of the obligations to be performed and discharged by them under the Loan Documents, including this Agreement, at the time or times and in the manner specified.

Section 8.06 Insurance. The Borrower will maintain, for itself and each Subsidiary, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, property insurance, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including the Real Property Collateral and all real property leased or owned by it) and business, in such amounts (and which amount shall not be less than the full replacement cost of the Real Property Collateral and all real property leased or owned by it) and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, and (iii) in any event in amount, adequacy and scope reasonably satisfactory to the Lender. All policies covering the Collateral are to be made payable to the Lender as its interests may appear, in case of loss, under a standard non-contributory "lender" or "secured party" or "insured mortgagee" clause (except in the case of liability insurance, to the extent applicable) and are to contain such other provisions as the Lender may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All policies of liability insurance shall name lender as "additional insured". All certificates of insurance are to be delivered to the Lender and the premiums for such polices are to be paid when due, within the limits of the Approved DIP Budget, with the lenders' loss payable and additional insured endorsement in favor of the Lender as its interests may appear, and the Loan Parties shall ensure that such certificates shall provide for not less than thirty (30) days' (ten (10) days' in the case of non-payment) prior written notice to the Lender of the exercise of any right of cancellation. If the Borrower or any of its Subsidiaries fails to maintain such insurance, the Lender may, upon not less than five (5) Business Days prior written notice to the Borrower, arrange for such insurance, but at the Borrowers' expense and without any responsibility on the Lender's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the sole right, in the name of the

Borrower and any of its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. The Lender hereby acknowledges and agrees that the Borrower has complied with the requirements of this <u>Section 8.06</u> as of the Effective Date.

Section 8.07 <u>Books and Records; Inspection Rights.</u> The Borrower will, and will cause each Subsidiary to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each Subsidiary to, permit any representatives designated by the Lender, upon reasonable prior notice and during normal business hours, to visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested, in each case, subject to applicable safety standards, applicable privilege and confidentiality restrictions, and restrictions of owners of such records or properties who are neither Borrower nor any Subsidiary.

Section 8.08 <u>Compliance with Laws</u>. Subject to any necessary order or authorization of the Bankruptcy Court, the Borrower will, and will cause each Subsidiary to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property (including Environmental Laws), except where (i) such law, rule, regulation or order is being contested in good faith by appropriate actions diligently conducted or (ii) the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to achieve compliance by it and its Subsidiaries and their respective directors, officers, employees and agents with applicable Anti- Corruption Laws and applicable Sanctions.

Section 8.09 <u>Further Assurances</u>. Borrower at its sole expense will, and will cause each other Loan Party to, promptly execute and deliver to the Lender all such Security Instruments and other documents, agreements and instruments reasonably requested by the Lender to comply with, cure any defects or accomplish the conditions precedent, covenants and agreements of Borrower or any other Loan Party, as the case may be, in the Loan Documents or to further evidence and more fully describe the Collateral intended as security for the Secured Obligations, or to correct any omissions in this Agreement or the Security Instruments, or to state more fully the obligations secured therein, or to perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be necessary or appropriate, in the discretion of the Lender, to ensure that the Lender has a perfected security interest in substantially all of the Collateral. In addition, at the Lender's request, the Borrower at its sole expense, shall enter into any Security Instruments or other documents, to evidence the Liens on the Collateral and provide any information so requested to identify any Collateral, exhibits to mortgages in form and substance reasonably satisfactory to the Lender (which such exhibits shall be in recordable form for the applicable jurisdiction) or any other information requested in connection with the identification of any Collateral, including without limitation, delivery of collateral documents, for recordation with the applicable recording offices. The Loan Parties shall cooperate with Lender to obtain and

maintain insurance in accordance with the requirements and terms of this Agreement, including, but not limited to, making payments of (or reimbursing Lender for) all premiums of such insurance policies, within the limits of the Approved DIP Budget.

(a) Borrower hereby authorizes the Lender to file, but the Lender shall not be required to file, one or more financing statements, and amendments thereto, relative to all or any part of the Collateral.

Section 8.10 Additional Collateral; Additional Guarantors.

- (a) [Reserved].
- (b) If following the Effective Date the Borrower forms or acquires any Domestic Subsidiary that is not a FSHCO, then Borrower shall promptly (and, in any event, within five (5) days after such date (or such longer date as Lender may agree in its sole discretion) but in any event prior to commencement of the Chapter 11 Cases) cause such Subsidiary to (i) guarantee the Secured Obligations by executing and delivering a joinder to this Agreement executed by such Subsidiary, (ii) pledge all of the Equity Interests of such new Subsidiary (including delivery (if applicable) of original certificates evidencing the Equity Interests of such Subsidiary, together with an appropriate undated stock powers for each certificate duly executed in blank by the registered owner thereof) and (iii) execute and deliver such other additional closing documents and certificates as shall be reasonably requested by the Lender.

Notwithstanding anything to the contrary herein or in any other Loan Document, the Loan Parties shall not be required to (A) take any action (i) outside of the United States with respect to any assets located outside of the United States, (ii) in any jurisdiction except the United States, any state thereof or the District of Columbia, or (iii) required by the laws of any jurisdiction except the United States, any state thereof or the District of Columbia to create, perfect or maintain any security interest, or (B) enter into any agreement governed by the laws of jurisdiction except the United States, any state thereof or the District of Columbia.

Section 8.11 <u>ERISA Compliance</u>. The Borrower will promptly furnish, and will cause the Subsidiaries to promptly furnish, to the Lender (i) promptly after receipt of a written request by the Lender, copies of the most recent annual and other report with respect to each Plan or any trust created thereunder, filed with the United States Secretary of Labor, the Internal Revenue Service or the PBGC, (ii) immediately upon becoming aware of the occurrence of any ERISA Event or of any "prohibited transaction," as described in Section 406 of ERISA or in Section 4975 of the Code, in connection with any Plan or any trust created thereunder that could reasonably be expected to result in a Material Adverse Effect, a written notice signed by the Chief Executive Officer or the principal Financial Officer, the Subsidiary or the ERISA Affiliate, as the case may be, specifying the nature thereof, what action Borrower, the Subsidiary or the ERISA Affiliate is taking or proposes to take with respect thereto, and, when known, any action taken or proposed by the Internal Revenue Service, the United States Department of Labor or the PBGC with respect thereto, and (iii) promptly upon receipt thereof, copies of any notice of the PBGC's intention to terminate or to have a trustee appointed to administer any Plan. With respect to each Plan (other than a Multiemployer Plan), the Borrower will, and, to the extent applicable, will cause each

Subsidiary and ERISA Affiliate to, (i) satisfy in full and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any lien, all of the contribution and funding requirements of Section 412 of the Code and of Section 302 of ERISA, and (ii) pay, or cause to be paid, to the PBGC in a timely manner, without incurring any late payment or underpayment charge or penalty, all premiums required pursuant to Sections 4006 and 4007 of ERISA.

Section 8.12 Environmental Disclosures.

- (a) The Borrower and its Subsidiaries will deliver to Lender:
- (i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of Borrower or any of its Subsidiaries or by independent consultants, Governmental Authorities or any other Persons, with respect to significant environmental matters at any Property or with respect to any Environmental Liabilities;
- (ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (1) any Release required to be reported to any Governmental Authority under any applicable Environmental Laws, (2) any remedial action taken by Borrower or any other Person in response to (A) any Hazardous Materials the existence of which has a reasonable possibility of resulting in one or more Environmental Liabilities or (B) any Environmental Liabilities, and (3) Borrower's or any Subsidiaries' discovery of any occurrence or condition on any real property adjoining or in the vicinity of any Property that could cause such Property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Laws;
- (iii) as soon as practicable following the sending or receipt thereof by Borrower or any of its Subsidiaries, a copy of any and all written communications with respect to (1) any Environmental Liabilities, (2) any Release required to be reported to any Governmental Authority, and (3) any request for information from any Governmental Authority that suggests such Governmental Authority is investigating whether Borrower or any of its Subsidiaries may be potentially responsible for any Release of Hazardous Materials:
- (iv) prompt written notice describing in reasonable detail (1) any proposed acquisition of stock, assets, or property by Borrower or any of its Subsidiaries that could reasonably be expected to (A) expose Holdings or any of its Subsidiaries to, or result in, Environmental Liabilities or (B) adversely affect the ability of Borrower or any of its Subsidiaries to maintain in full force and effect all material Governmental Authorizations required under any Environmental Laws for their respective operations and (2) any proposed action to be taken by Borrower or any of its Subsidiaries to modify current operations in a manner that could reasonably be expected to subject Borrower or any of its Subsidiaries to any additional material obligations or requirements under any Environmental Laws; and

(b) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by Lender in relation to any matters disclosed pursuant to this Section 8.12.

The Borrower shall promptly take, and shall cause each of its Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws by the Borrower or its Subsidiaries that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or result in liabilities that exceed \$100,000, individually, or \$250,000 in the aggregate for all such liabilities, and (ii) make an appropriate response to any Environmental Claim against the Borrower or any of its Subsidiaries and discharge any obligations it may have to any Person thereunder where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or result in liabilities that exceed \$100,000, individually, or \$250,000 in the aggregate for all such liabilities.

Section 8.13 <u>Expenses of Assets/Business Units</u>. The Borrower will, and will cause each of its Subsidiaries, in consultation with the Lender, to use commercially reasonable efforts to minimize operating expenses associated with their respective assets and business units that are not anticipated to be sold as a going concern.

Section 8.14 <u>Winddown of Ribbon Business</u>. The Borrower shall promptly commence the wind down of the operations of its ribbon business division, including, as soon as practicable (but subject to obtaining any required order of the Bankruptcy Court), seeking to dispose of the owned real properties, equipment and other assets associated with such business unit and located at Hagerstown and Leesville.

Section 8.15 <u>Dissolution of Dormant Entities</u>. The Borrower shall (x) promptly and in any event within twenty (20) Business Days following the Effective Date take all actions required for the commencement of the dissolution of each of the Dormant Entities (the "Dormant Entity Dissolution"), in accordance with applicable law, for which the representations set forth in <u>Section 7.27</u> remains true and correct in all respects as of the date of such dissolution and (y) use reasonable best efforts to complete the Dorman Entity Dissolution as promptly as practicable, and upon completion thereof, provide the Lender with written evidence of such Dormant Entity Dissolution. Notwithstanding anything to the contrary herein, no Dormant Subsidiary shall incur any Indebtedness or Liens, make any Investment or enter into any other transaction permitted to be entered into by any Loan Party hereunder (other than dissolution of such Dormant Subsidiary in accordance with this <u>Section 8.15</u>), and neither the Borrower nor any Guarantor shall enter into any transaction with any Dormant Subsidiary (other than in connection with such dissolution).

ARTICLE IX NEGATIVE COVENANTS

Until the New Money DIP Facility Commitment has expired or terminated and the principal of and interest, if applicable, on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents (other than contingent indemnification obligations for which no claim has been made) have been paid in full, each Loan Party covenants and agrees with the Lender that:

Section 9.01 <u>Budget Variance</u>.

- (a) The parties hereto agree that compliance with the Approved DIP Budget shall be determined on a weekly basis as of the Thursday of each week (or if such Thursday of any week is not a Business Day, then the following day of the same week; each, a "<u>Testing Date</u>") for the week ending on the Saturday prior to such Testing Date (commencing on July 10, 2025 (the "<u>First Testing Date</u>"), which shall cover the week ending July 5, 2025) (i) on a cumulative basis for the period from the Petition Date through each applicable Testing Date for the weeks ending during the period July 5, 2025 through August 2, 2025, and (ii) commencing with the week ending August 9, 2025, for the two week period ending on each such Testing Date.
- (b) As of the end of each Testing Date (commencing with the First Testing Date) (x) the sum of the Debtors' actual total cash disbursements (on a cumulative basis) shall not exceed 110% of the projected "total cash disbursements" (which shall include capital expenditures and amounts advanced to Subsidiaries that are not Guarantors under this Agreement (in each case solely to the extent any such amounts are included in the Approved DIP Budget), but shall exclude fees for Professional Persons (as defined in the DIP Order), Liquidators and the professional fees and expenses of the Lender) as set forth in the Approved DIP Budget and (y) the sum of the Debtors' actual total cash disbursements for fees and expenses of Professional Persons and Liquidators (including to fund the Carve-Out) shall not exceed 120% of the projected fees and expenses of each such Professional Person and the Liquidators as set forth in the Approved DIP Budget.
- (c) As of each Testing Date (commencing on the Testing Date that is August 7, 2025), the sum of the Debtors' actual cash receipts for accounts receivable collected in the ordinary course of business of the Debtors (on a cumulative basis) shall not be less than 85% of the projected "actual cash receipts" for accounts receivable collected in the ordinary course of business of the Debtors as set forth in the Approved DIP Budget.
- Section 9.02 <u>Debt</u>. The Borrower will not, and will not permit any Subsidiary to, incur, create, assume or suffer to exist any Debt, except:
 - (a) the Secured Obligations;
- (b) Debt in respect of netting services, overdraft protections and otherwise in connection with deposit accounts and Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, that, such Debt is extinguished within five (5) Business Days of incurrence;
- (c) Debt incurred in the ordinary course of business for (i) acquiring goods, services, supplies and merchandise on normal trade credit, (ii) the employment of employees or consultants, and (iii) the lease of premises from which Borrowers conduct their businesses, in each case, within the limits of the Approved DIP Budget;

- (d) intercompany Debt between the Borrower and any Subsidiary Guarantor or between Subsidiary Guarantors; <u>provided</u>, that (i) such Debt is not held, assigned, transferred, negotiated or pledged to any Person other than Borrower or one of its Wholly-Owned Subsidiaries that is a Guarantor and (ii) any such Debt owed by either the Borrower or a Guarantor shall be subordinated to the Secured Obligations on terms set forth in Article XII;
- (e) endorsements of negotiable instruments for collection in the ordinary course of business;
- (f) guarantees of the Borrower and any Guarantor in respect of Debt otherwise permitted hereunder;
- (g) the Prepetition Bridge Loan Obligations and other Debt outstanding on the Petition Date and listed on Schedule 9.02;
- (h) Debt in respect of bid, payment and performance bonds, workers' compensation claims, unemployment insurance, health, disability and other employee benefits or property, casualty or liability insurance, or similar obligations, or guarantees of the foregoing types of Debt, in the ordinary course of business and consistent with current practices as of the Petition Date; and
- (i) Debt outstanding as of the Petition Date pursuant to the Receivables Agreement.
- Section 9.03 <u>Liens</u>. Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any of its Properties (now owned or hereafter acquired), except for the following (collectively, "<u>Permitted Liens</u>"):
- (a) Liens granted under the Loan Documents securing the payment of any Secured Obligations;
- (b) Liens securing the Prepetition Bridge Loan Obligations and other Liens existing on the Petition Date and listed in <u>Schedule 9.03</u>;
- (c) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;
- (d) non-consensual statutory Liens (other than Liens arising under ERISA or securing the payment of taxes) arising in the ordinary course of business that do not secure Debt for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's suppliers', repairmen's and mechanics' Liens, to the extent such Liens do not in the aggregate materially detract from the value of the property of the Borrower and its Subsidiaries and do not materially impair the use thereof in the operation of the Borrower and its Subsidiaries;

- (e) zoning restrictions, easements, licenses, covenants, reservations, irregularities in title and other restrictions affecting the use of Real Property which do not interfere in any material respect with the use of such Real Property or ordinary conduct of the business of the Borrower and its Subsidiaries as presently conducted thereon or materially impair the value or marketability of the Real Property which may be subject thereto;
- (f) pledges and deposits of cash by the Borrower or its Subsidiaries after the Effective Date in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security benefits consistent with the current practices of the Borrower or its Subsidiaries as of the Petition Date and within the limits of the amounts of such obligations set forth in the Approved DIP Budget;
- (g) pledges and deposits of cash by the Borrower or its Subsidiaries after the Effective Date to secure the performance of tenders, bids, leases, trade contracts (other than for the repayment of Debt), statutory obligations, payment process obligations and other similar obligations in each case in the ordinary course of business consistent with the current practices of the Borrower or its Subsidiaries as of the Petition Date and within the limits of the amounts of such obligations set forth in the Approved DIP Budget;
- (h) Liens arising from (i) operating leases and the precautionary UCC financing statement filings in respect thereof and (ii) equipment or other materials which are not owned by the Borrower or its Subsidiaries located on the premises of the Borrower or its Subsidiaries (but not in connection with, or as part of, the financing thereof) from time to time in the ordinary course of business and consistent with current practices of the Borrower or its Subsidiaries and the precautionary UCC financing statement filings in respect thereof;
- (i) statutory or common law Liens or rights of setoff of depository banks with respect to funds of the Borrower or its Subsidiaries at such banks to secure fees and charges in connection with returned items or the standard fees and charges of such banks in connection with the deposit accounts maintained by the Borrower or its Subsidiaries at such banks (but not any other Debt or obligations);
 - (j) [reserved];
- (k) leases or subleases of Real Property granted by the Borrower or its Subsidiaries in effect as of the Petition Date;
- (l) Liens on goods in favor of customs and revenue authorities arising as a matter of law to secure custom duties in connection with the importation of such goods;
- (m) the title and interest of a licensor, sublicensor, lessor or sublessor in and to personal property (excluding Intellectual Property) licensed, sublicensed, leased or subleased (other than through a capitalized lease), in each case extending only to such personal property;
- (n) non-exclusive licenses of Intellectual Property rights in existence as of the Petition Date;

- (o) Liens granted pursuant to the terms of the Receivables Agreement;
- (p) Liens in favor of collecting banks arising under Section 4-210 of the Uniform Commercial Code or, with respect to collecting banks located in the State of New York, under Section 4-208 of the Uniform Commercial Code;
- (q) valid, perfected and non-avoidable Liens in existence on the Petition Date or a Lien in existence on the Petition Date that is perfected subsequent to a Petition Date as permitted by Bankruptcy Code Section 546(b);
 - (r) [reserved];
- (s) Adequate Protection Liens subject to the conditions set forth in the DIP Order;
 - (t) the Carve-Out; and
- (u) Liens incurred in the ordinary course of business and not securing Debt for borrowed money pursuant to an order entered by the Bankruptcy Court, in each case, within the limits of the Approved DIP Budget.
- Section 9.04 <u>Dividends and Distributions</u>. Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, return any capital to its stockholders or make any distribution of its Property to its Equity Interest holders, except:
- (a) Borrower may declare and pay dividends with respect to its Equity Interests payable solely in additional shares of its Equity Interests (other than Disqualified Capital Stock); and
- (b) Subsidiaries may declare and pay dividends ratably with respect to their Equity Interests.
- Section 9.05 <u>Investments, Loans and Advances</u>. The Borrower will not, and will not permit any Subsidiary to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:
 - (a) Investments existing on the Petition Date and set forth in Schedule 9.05;
 - (b) Accounts receivable arising in the ordinary course of business;
- (c) (i) Guarantees permitted by <u>Section 9.02</u>, and (ii) guarantees by Borrower or any Subsidiary for the performance or payment obligations of the Borrower or any Guarantor, which obligations were incurred in the ordinary course of business and do not constitute Secured Obligations;

- (d) the endorsement of instruments for collection or deposit in the ordinary course of business;
 - (e) Investments in cash or cash equivalents;
- (f) deposits of cash for leases, utilities, worker's compensation and similar matters in the ordinary course of business;
 - (g) [reserved];
- (h) stock or obligations issued to Borrower or any of its Subsidiaries by any Person (or the representative of such Person) in respect of indebtedness of such Person owing to Borrowers in connection with the insolvency, bankruptcy, receivership or reorganization of such Person or a composition or readjustment of the debts of such Person;
- (i) advances made in connection with purchases of goods or services in the ordinary course of business;
 - (j) Investments contemplated by the Approved DIP Budget;
- (k) repurchases of receivables pursuant to the terms of the Receivables Agreement; and
- (l) equity Investments by the Borrower or any of its Subsidiaries in any Subsidiary thereof which is required by applicable Law to maintain a minimum net capital requirement or as may be otherwise required by applicable Law, in each case, within the limits of the Approved DIP Budget.
- Section 9.06 <u>Nature of Business</u>. The Borrower will not, and will not permit any Subsidiary to, allow any material change to be made in the character of its business from the businesses in which it is engaged as of the date hereof and businesses reasonably related thereto (it being agreed and acknowledged that the Liquidation (or any actions taken in preparation of any part of the Liquidation) shall not be deemed to be a breach of this Section 9.06).
- Section 9.07 Proceeds of Loans. The Borrower will not permit the proceeds of the Loans to be used for any purpose other than those permitted by Section 7.18. Neither the Borrower nor any Person acting on behalf of the Borrower has taken or will take any action which might cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board or to violate Section 7 of the Exchange Act or any rule or regulation thereunder, in each case as now in effect or as the same may hereinafter be in effect. If requested by the Lender, the Borrower will furnish to the Lender a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be. The Borrower will not request any DIP Facility Advance, and the Borrower shall not directly or, to the knowledge of the Borrower, indirectly use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not directly or, to the knowledge of such Person, indirectly use, the proceeds of any DIP Facility Advance (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment

or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, each to the extent in violation of applicable Sanctions, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

- Section 9.08 <u>ERISA Compliance</u>. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, Borrower will not, and will not permit any Subsidiary to, at any time:
- (a) engage in, or permit any ERISA Affiliate to engage in, any transaction in connection with which the Borrower, a Subsidiary or any ERISA Affiliate could be subjected to either a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code;
- (b) terminate, or permit any ERISA Affiliate to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability of the Borrower, a Subsidiary or any ERISA Affiliate to the PBGC;
- (c) fail to make, or permit any ERISA Affiliate to fail to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, the Borrower, a Subsidiary or any ERISA Affiliate is required to pay as contributions thereto;
- (d) permit to exist, or allow any ERISA Affiliate to permit to exist, the failure of a Plan to meet the minimum funding standards under Section 303 of ERISA or Section 430 of the Code, whether or not waived, with respect to any Plan;
- (e) permit, or allow any ERISA Affiliate to permit, the actuarial present value of the benefit liabilities under any Plan maintained by the Borrower, a Subsidiary or any ERISA Affiliate which is regulated under Title IV of ERISA to exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities;
- (f) contribute to or assume an obligation to contribute to, or permit any ERISA Affiliate to contribute to or assume an obligation to contribute to, any Multiemployer Plan;
- (g) acquire, or permit any ERISA Affiliate to acquire, an interest in any Person that causes such Person to become an ERISA Affiliate with respect to the Borrower or a Subsidiary or with respect to any ERISA Affiliate of the Borrower or a Subsidiary if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any Multiemployer Plan, or (ii) any other Plan that is subject to Title IV of ERISA under which the actuarial present value of the benefit liabilities under such Plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities; or

- (h) incur, or permit any ERISA Affiliate to incur, a liability to or on account of a Plan under Sections 515, 4062, 4063, 4064, 4201 or 4204 of ERISA.
- Section 9.09 Mergers, Etc. The Borrower will not, and will not permit any Subsidiary to, merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to any other Person (whether now owned or hereafter acquired) (any such transaction, a "consolidation"), or liquidate or dissolve; except:
- (a) any Loan Party may transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to, or may be merged into or consolidated or amalgamated with, or liquidate into, any other Loan Party; provided that (i) if the Borrower is party to such transaction, then the Borrower is the surviving entity, and (ii) all actions necessary or desirable to preserve, protect and maintain the security interest and Lien of the Lender in any Collateral held by any Loan Party involved in any such transaction are taken to the reasonable satisfaction of the Lender;
- (b) any Subsidiary that is not a Loan Party may transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to, or may be merged into or consolidated or amalgamated with, or liquidate into, a Loan Party (it being understood that in the case of any merger or consolidation involving the Borrower, the Borrower shall be the surviving entity); and
- (c) any Subsidiary that is not a Loan Party may transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to, or may be merged into or consolidated or amalgamated with, or liquidate into, a Loan Party or a Subsidiary that is not a Loan Party.

Section 9.10 [Reserved].

- Section 9.11 <u>Environmental Matters</u>. The Borrower will not, and will not permit any Subsidiary to, conduct any activity or use any of its Properties or assets in any manner that violates any Environmental Law where such violation could reasonably be expected to have a Material Adverse Effect on Borrower and its Subsidiaries.
- Section 9.12 <u>Transactions with Affiliates</u>. The Borrower will not, and will not permit any Subsidiary to, enter into any transaction, including any purchase, sale, lease or exchange of Property or the rendering of any service, with any Affiliate (other than transactions among the Loan Parties and their Subsidiaries) unless such transactions are upon fair and reasonable terms no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not an Affiliate and in the case of any such transaction involving an amount in excess of \$100,000, such transaction is disclosed to the Lender; provided that the foregoing restriction shall not apply to transactions as follows: (i) any Restricted Payment permitted by <u>Section 9.04(a)</u>; (ii) the performance of employment, equity award, equity option or equity appreciation agreements, plans or other similar compensation or benefit plans or arrangements (including vacation plans, health

and insurance plans, deferred compensation plans and retirement or savings plans) entered into by the Borrower or any other Loan Party in the ordinary course of its business with its employees, officers and directors; (iii) the performance of any agreement set forth under Schedule 9.12 and existing on the date hereof or as otherwise in a form as provided on such Schedule, together with each extension, renewal, amendment or modification to the extent it does not expand the scope of undertakings provided thereby on more restrictive or onerous terms than as in effect on the date hereof; (iv) fees and compensation to, and indemnity provided on behalf of, officers, directors, and employees of the Borrower or any Guarantor in their capacity as such, to the extent such fees and compensation are customary; and (v) the entry into any transaction with the Lender or any Affiliate thereof.

- Section 9.13 <u>Subsidiaries</u>. The Borrower will not, and will not permit any Subsidiary to, create or acquire any additional Subsidiary unless the Borrower gives written notice to the Lender of such creation or acquisition and complies with <u>Section 8.10(b)</u>. The Borrower shall not, and shall not permit any Subsidiary to, sell, assign or otherwise dispose of any Equity Interests in any Subsidiary. Neither Borrower nor any Loan Party shall have any other Subsidiaries.
- Section 9.14 <u>Negative Pledge Agreements</u>; <u>Dividend Restrictions</u>. The Borrower will not, and will not permit any Subsidiary to enter into any contract, agreement or understanding which in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property in favor of the Lender or restricts any Subsidiary from paying dividends or making distributions to the Borrower or any Guarantor, except for restrictions and conditions:
 - (a) imposed by law (including orders of the Bankruptcy Court);
- (b) of a customary nature contained in agreements relating to the disposition of a Subsidiary otherwise permitted under this Agreement pending such disposition; provided such restrictions and conditions apply only to the Subsidiary that is to be disposed of;
- (c) in any negative pledge incurred or provided in favor of any holder of a Lien permitted by Section 9.03(b) solely to the extent such negative pledge relates to the property the subject of such Debt or Lien;
 - (d) contained in the Receivables Agreement;
- (e) contained in customary provisions in leases, licenses and similar contracts restricting the assignment, encumbrance, sub-letting or transfer thereof;
- (f) contained in joint venture agreements or other similar agreements entered into in the ordinary course of business and approved by an order of the Bankruptcy Court reasonably satisfactory to the Lender in respect to the disposition or distribution of assets of such joint venture.
- Section 9.15 <u>Superpriority Claims</u>. The Borrower will not, and will not permit any Debtor to, incur, create, assume, suffer to exist or permit any other Superpriority Claim *pari passu* with or senior to the claims of the Lender or the Prepetition Lender against the Debtors except (a) with respect to the Carve-Out and (b) with the consent of the Lender.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

- (a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise;
- (b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable and such failure shall continue unremedied for a period of three (3) Business Days;
- (c) any representation or warranty made or deemed made by or on behalf of Borrower or any Subsidiary herein or in any Loan Document, or in any report, certificate, financial statement or other document furnished by or on behalf of Borrower or any Subsidiary pursuant to or in connection with any Loan Document, shall prove to have been materially incorrect when made or deemed made; <u>provided</u>, that such materiality qualifier shall not apply to any representations and warranties to the extent already qualified or modified by materiality or similar concept in the text thereof;
- (d) Borrower or any Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in <u>Section 8.02</u>, <u>Section 8.03</u> or in Article IX;
- (e) Borrower or any Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b) or Section 10.01(d)) or any other Loan Document (i) with respect to Section 8.01(f) or Section 8.04 with respect to Taxes and such failure shall continue, unremedied for a period of five (5) days after the earlier to occur of (A) notice thereof from the Lender to the Borrower (which notice will be given at the request of the Lender) or (B) a Responsible Officer of Borrower or such Subsidiary otherwise becoming aware of such default or (ii) with respect to any other provisions of this Agreement and such failure shall continue unremedied for a period of fifteen days after the earlier to occur of (A) notice thereof from the Lender to the Borrower (which notice will be given at the request of the Lender) or (B) a Responsible Officer of Borrower or such Subsidiary otherwise becoming aware of such default;
 - (f) [reserved];
 - (g) [reserved];
 - (h) [reserved];
- (i) any material provision of any Loan Document after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Borrower or a

Guarantor party thereto as represented and warranted pursuant to <u>Section 7.02</u> or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any of the Collateral purported to be covered thereby, except to the extent permitted by the terms of this Agreement or the DIP Orders, or the Borrower or any Guarantor shall contest the validity or enforceability of any Loan Document in writing or deny in writing that it has any further liability, including with respect to future advances by Lender, under any Loan Document to which it is a party or shall contest the priority, validity of or perfection of any Lien in any Collateral or any Superpriority Claim granted or purported to be granted pursuant to this Agreement, any Loan Document or the DIP Orders;

- (j) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;
 - (k) a Change in Control shall occur;
- (l) any order, judgment or decree shall be entered against any Loan Party or any of its Subsidiaries decreeing the dissolution or split up of such Loan Party or any of its Subsidiaries and such order shall remain discharged or unstayed for a period in excess of sixty (60) days;
- (m) failure to satisfy any of the following milestones (the "Milestones") on or before the applicable date indicated below:
 - (i) No later than seventy-two (72) hours after the Petition Date, the Debtors shall have filed a motion to (A) approve on an interim and final basis the commencement of the Liquidation as contemplated by the Liquidation Services Agreement, (B) approve on an interim basis the Debtor and Hilco Merchant Resources, LLC's performance of the Liquidation Services Agreement, and (C) approve on a final basis the assumption of the Liquidation Services Agreement, in form and substance reasonably acceptable to Hilco Merchant Resources, LLC and the Lender (the "Liquidation Services Agreement Motion");
 - (ii) The Petition Date shall have occurred no later than July 3, 2025;
 - (iii) No later than seventy-two (72) hours after the Petition Date, the Debtors shall have filed a motion or motions to approve (A) the DIP Facility on an interim and final basis, and (B) rejection of unexpired real property lease(s) (the "Lease Rejection Motion"), each in form and substance reasonably acceptable to the Lender;
 - (iv) No later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered an order in form and substance acceptable to the Lender and Hilco Merchant Resources, LLC approving on an interim basis the Liquidation Services Agreement Motion, including the Debtors' and Hilco Merchant Resources, LLC's performance of the Liquidation Services Agreement and the commencement of the Liquidation (the "Interim Liquidation Order").

- (v) No later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;
- (vi) No later than seven (7) days after the Petition Date, the Debtors shall have filed a motion establishing a general claims bar date in form and substance reasonably acceptable to the Lender;
- (vii) No later than fourteen (14) days after the Petition Date, the Debtors shall file a motion in form and substance reasonably acceptable to the Lender to approve (A) the sale of all or substantially all of the assets of the Debtors other than those that are the subject of the Liquidation Services Agreement Motion (the "Sale Motion"), and (B) bidding procedures relative thereto, which shall include, among other things, a deadline for the receipt of indications of interest by July 18, 2025 and binding and irrevocable offers to purchase such assets of the Debtors by August 30, 2025 (the "Bidding Procedures Motion");
- (viii) No later than thirty-five (35) days after the Petition Date, the Bankruptcy Court shall have entered (i) the Final DIP Order and (ii) an order approving the Bidding Procedures Motion in form and substance reasonably acceptable to the Lender;
- (ix) No later than thirty-five (35) days after the Petition Date, the Bankruptcy Court shall have entered an order in form and substance acceptable to the Lender setting the general claims bar date as no more than 75 days after the Petition Date;
- (x) No later than thirty-five (35) days after the Petition Date, the Bankruptcy Court shall have entered a final order in form and substance acceptable to Hilco Merchant Resources, LLC and the Lender approving the Liquidation Services Agreement Motion, including the assumption of the Liquidation Services Agreement (the "<u>Final Liquidation Order</u>," and together with the Interim Liquidation Order, the "<u>Liquidation Order</u>");
- (xi) No later than September 11, 2025, the Debtors shall have conducted an auction for the sale of all or substantially all of their assets pursuant to the Bidding Procedures Motion (the "Auction");
- (xii) No later than September 15, 2025, the Bankruptcy Court shall have entered order(s) in form and substance acceptable to the Lender approving the Sale Motion and the highest and best bid(s) presented at the Auction (the "Sale Orders");
- (xiii) No later than 90 days after the Petition Date, closing of one or more sales disposing of and monetizing all or substantially all of the Debtors' assets pursuant to the Sale Orders;
- (xiv) No later than 100 days after the Petition Date, the Debtors shall have filed an Acceptable Plan, and the disclosure statement with respect to same;

- (xv) No later than the date that is 140 days after the Petition Date, the Bankruptcy Court shall have entered an order approving the disclosure statement for the Acceptable Plan;
- (xvi) No later than 180 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and
- (xvii) No later than 190 days after the Petition Date, the Acceptable Plan shall have become effective.
- (n) Borrower or any Debtor Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any post-Petition Date Debt in excess of \$50,000, when and as the same shall become due and payable, subject to any applicable grace periods set forth in any documents governing such post-Petition Date Debt;
- (o) any event or condition occurs that results in any post-Petition Date Debt, in excess of \$50,000 becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any such Debt or any trustee or agent on its or their behalf to cause any such Debt to become due, prior to its scheduled maturity or require Borrower or any Subsidiary to make an offer in respect thereof; provided that this Section 10.01(o) shall not apply to Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Debt, if such sale or transfer is permitted hereunder and Borrower repays such Debt in full upon receipt of the Net Cash Proceeds from such sale or transfer;
- (p) after the commencement of the Chapter 11 Cases, any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered against any Debtor and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Borrower or any Subsidiary to enforce any such judgment; *provided* that, in each case, the entry of an order allowing any general unsecured claim arising prior to the Petition Date against any of the Debtors shall not be an Event of Default;
- (q) (i) the entry of an order dismissing the Chapter 11 Cases (which dismissal does not require as a condition to such dismissal the termination and payment in full in cash of the DIP Facility and the payment in full in cash of all Pre-Petition Bridge Loan Obligations and Secured Obligations (in each case, other than contingent indemnification obligations not then due and payable)) or converting the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, (ii) the entry of an order appointing a Chapter 11 trustee in the Chapter 11 Cases, (iii) the entry of an order in the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) and (iv) the filing of any pleading by any Loan Party seeking or otherwise consenting to, any of the matters set forth in Sections 10.01(q)(i) through (iii) above;

- (i) any Chapter 11 Plan other than an Acceptable Plan is filed by, or with (r) the support of, a Loan Party without the consent of the Lender, (ii) the Loan Parties shall have commenced or supported any solicitation in respect of a proposed plan of reorganization or liquidation other than an Acceptable Plan, (iii) an amendment, supplement or other modification in any material respect and that is adverse to the interests of the Lender shall have been made to an Acceptable Plan without the consent of the Lender (which consent shall not be unreasonably withheld), (iv) after its filing, an Acceptable Plan is withdrawn without the consent of the Lender, (v) the Bankruptcy Court shall terminate or reduce the period pursuant to Section 1121 of the Bankruptcy Code during which the Loan Parties have the exclusive right to file a Chapter 11 Plan and solicit acceptances thereof, (vi) the Bankruptcy Court shall grant relief that is inconsistent with the Acceptable Plan, DIP Order, Liquidation Order or Sale Order in any material respect and that is adverse to the interests of the Lender or inconsistent with the Loan Documents in any material respect or (vii) any of the Loan Parties or any Affiliate thereof Controlled by the Loan Parties shall file any motion or pleading with the Bankruptcy Court concerning or affecting the DIP Order, the Liquidation Order, the Sale Order or the Acceptable Plan that is inconsistent with the terms of the Loan Documents or adverse to the interests of the Lender in any material respect, and such motion or pleading has not been withdrawn prior to the earlier of (A) three (3) Business Days of the Borrower receiving notice from the Lender and (B) entry of an order of the Bankruptcy Court approving such motion or pleading;
- (s) there shall be a breach by any Loan Party of any provisions of the Interim DIP Order (prior to entry of the Final DIP Order), the Final DIP Order, the Liquidation Order, the Sale Order or the Acceptable Plan that is inconsistent with the terms of the Loan Documents or adverse to the interests of the Lender in any material respect, or Final DIP Order, Liquidation Order or Sale Order shall cease to be in full force and effect or shall have been reversed, modified, amended, stayed, vacated or subject to stay pending appeal, in the case of any modification or amendment, without the prior written consent of the Lender;
- (t) the entry of an order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code, requiring marshaling of Collateral, or applying the "equities of the case" doctrine against the Lender under which any person takes action against the Collateral and any Collateral under the Prepetition Loan Agreement, and that becomes a final non-appealable order, or the occurrence of other orders or relief granted (as well as the commencement of any actions by the Debtors) that are materially adverse to the Lender or its respective rights and remedies under the DIP Facility or Prepetition Facility in any of the Chapter 11 Cases or materially inconsistent with the Loan Documents or Prepetition Loan Documents;
- (u) the entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) against any asset with a value in excess of \$150,000;
- (v) the payment of any pre-Petition Date claims (other than as permitted by the Interim DIP Order, the Final DIP Order or pursuant to an order entered in the Chapter 11 Cases that grants the relief set forth in any "first day" motion that was previously delivered and not objected to, by the Lender or that is supported, or not objected to, by the Lender);

- (w) any lien securing, or Superpriority Claim in respect of, the obligations under the DIP Facility and Prepetition Loan shall cease to be valid, perfected (if applicable) and enforceable in all respects or to have the priority granted under the Interim DIP Order and the Final DIP Order, as applicable;
- (i) the existence of any claims or charges, or the entry of any order of the Bankruptcy Court authorizing any claims or charges entitled to superpriority under Section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the DIP Facility or Prepetition Loan, or (ii) the existence of (x) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code (other than the Carve-Out) or (y) any Lien on the Collateral having a priority senior to or *pari passu* with the Liens and security interests granted in the DIP Order;
- (y) the Loan Parties or any of their Subsidiaries shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Lender other than matters for which the Borrower's rights with respect thereto are expressly reserved in the DIP Order;
- (z) after the entry thereof by the Bankruptcy Court, the Confirmation Order shall cease to be in full force and effect, or any Loan Party shall fail to comply in any material respect with the Confirmation Order, or the Confirmation Order shall have been revoked, remanded, vacated, stayed, subject to stay pending appeal, reversed, rescinded or modified or amended, in the case of any modification or amendment, without the prior written consent of the Lender;
- (aa) except as otherwise consented to by the Lender, any Loan Party shall have sold or otherwise disposed of all or a material portion of the Collateral;
- (bb) any payment of or grant of adequate protection with respect to any Debt existing prior to the Petition Date, other than in accordance with the DIP Order without the consent of the Lender and approval of the Bankruptcy Court;
- (cc) the consent, or failure to object by, of any of the Loan Parties to the standing of any party, including the Creditors' Committee (as defined in the DIP Order), to pursue any claim or cause of action against any of the Released Parties (as defined in the DIP Order), including, without limitation, any Challenge (as defined in the DIP Order) (collectively, an "Adverse Action"); and
- (dd) (x) the delivery of a written communication by the Debtors threatening the commencement of a Challenge or an Adverse Action or the commencement of a Challenge or an Adverse Action by the Debtors, or (y) if a party (other than the Debtors) files a motion or other pleading to obtain standing to pursue, or commences, an Adverse Action against any of the Released Parties and the Bankruptcy Court does not enter an order denying standing to such party or requiring withdrawal or dismissal with prejudice, as applicable, within forty-five (45) days of the earlier of the filing of a motion seeking standing or the commencement of the Adverse Action.

Section 10.02 Remedies.

- At any time after the occurrence and continuance of an Event of Default, and without further order of the Bankruptcy Court, the Lender, may, by notice to the Borrower in accordance with the DIP Order, take any of the following actions, at the same or different times: (i) terminate the New Money DIP Facility Commitment and thereupon the New Money DIP Facility Commitment shall terminate immediately, (ii) declare the principal amount of the Loans then outstanding, and accrued interest, fees, and other similar amounts thereon, to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the Notes and the other Loan Documents shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor, and (iii) exercise remedies with respect to the Collateral in accordance Section 10.02(b) below. In the case of the occurrence of an Event of Default and at any time thereafter during the continuation of such Event of Default, the Lender will have all other rights and remedies available at law and equity as set forth in the DIP Order. Any remedies set forth herein shall be in addition to, and not in limitation of, any remedies set forth in Article XIII of this Agreement.
- All proceeds realized from the Liquidation, a sale of assets of the Debtors (b) or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied in the manner directed by the Lender and/or in manner set forth in an order of the Bankruptcy Court.

ARTICLE XI **MISCELLANEOUS**

Section 11.01 Notices.

- Except in the case of notices and other communications expressly permitted (a) to be given by telephone (and subject to Section 11.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email, as follows:
 - if to the Borrower or any Guarantor, to it at: (i)

IG Design Group Americas, Inc. 550 W. Van Buren Street Chicago, IL 60607 Attention: Brett Anderson Telephone:

E-mail:

with a copy to (which shall not constitute notice):

Latham & Watkins LLP 355 South Grand Ave., Suite 100 Los Angeles, CA 90071 Attention: Mark Morris

Email:

(ii) if to the Lender, to it at:

HCS 107, LLC 5 Revere Drive, suite 206 Northbrook, IL 60062 Attn: Hilco Legal Department Email:

with a copy to (which shall not constitute notice):

Greenberg Traurig, LLP
One International Place, Suite 2000
Boston, MA 02110
Attention: Jeffrey Wolf
Email:

- (b) Notices and other communications to the Lender and Borrower hereunder may be delivered or furnished by electronic communications.
- (c) Any party hereto may change its address or telephone number or email address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 11.02 Waivers; Amendments.

(a) No failure on the part of the Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the

generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Security Instrument or any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Lender.

Section 11.03 Expenses, Indemnity; Damage Waiver.

- The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred (a) by the Lender, including the reasonable and documented fees, charges and disbursements of (A) one firm of outside counsel (and any reasonably necessary local counsel) to the Lender and (B) other outside consultants for the Lender, the costs to the Lender of a third party servicer or data servicer in the course of its administration of the Secured Obligations in respect of the DIP Facility and the Loan Documents on its behalf (if applicable), the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, and the cost of environmental audits and surveys and appraisals in connection with the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Lender as to the rights and duties of the Lender with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all costs, expenses, Taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein and (iii) following the occurrence and continuation of any Event of Default, all out-ofpocket expenses incurred by the Lender (without limitation of the expenses of the Lender payable pursuant to clause (i)), including the reasonable and documented fees, charges and disbursements of one firm of outside counsel (and any reasonably necessary local counsel) for the Lender in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 11.03, or in connection with the Loans made (or deemed made) hereunder, including all such out-of-pocket expenses incurred in anticipation of, or on and after the occurrence of any Default.
- (b) The Borrower shall indemnify the Lender and each Related Party of the Lender (each such person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of one firm of counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or the parties to any other Loan Document of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or by any other Loan Document, (ii) the failure of any Loan Party to comply with the terms of any Loan Document, including this Agreement, (iii) any inaccuracy of any representation or any breach of any warranty or covenant of the Borrower or any guarantor set forth in any of the Loan Documents or any instruments, documents or certifications delivered in connection therewith, (iv) any Loan or the use of the proceeds therefrom,

(v) any other aspect of the Loan Documents, (vi) the operations of the business of Borrower and its Subsidiaries by Borrower and its Subsidiaries, (vii) any assertion that the Lender was not entitled to receive the proceeds received pursuant to the security instruments, (viii) [reserved], (ix) the breach or non-compliance by Borrower or any Subsidiary with any environmental law applicable to Borrower or any subsidiary, (x) [reserved], (xi) the presence, use, release, storage, treatment, disposal, generation, threatened Release, transport, arrangement for transport or arrangement for disposal of oil, oil and gas wastes, solid wastes or Hazardous Substances on or at any of the Properties owned or operated by Borrower or any Subsidiary or any actual or alleged presence or Release of Hazardous Materials on or from any Property owned or operated by Borrower or any of its Subsidiaries, (xii) [reserved], (xiii) any other environmental, health or safety condition in connection with the Loan Documents, or (xiv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, and such indemnity shall extend to each Indemnitee notwithstanding the sole or concurrent negligence of every kind or character whatsoever, whether active or passive, whether an affirmative act or an omission, including all types of negligent conduct identified in the Restatement (Second) of Torts of one or more of the Indemnitees or by reason of strict liability imposed without fault on any one or more of the Indemnitees; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely from the bad faith, fraud or willful misconduct of such Indemnitee. This Section 11.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Each Loan Party shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof.

Section 11.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and, other than during a continuing Event of Default pursuant to Section 10.01(a), Section 10.01(b), Section 10.01(f) or Section 10.01(g), the Lender may not assign or otherwise transfer any of its rights or obligations hereunder unless (1) such assignment or transfer is to an Affiliate of the Lender or (2) the Borrower has provided its prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement. HCS 107, LLC shall maintain at one of its offices a copy of each assignment and assumption agreement delivered to it and a register for the recordation of the names and addresses of the applicable Lenders, and the applicable commitments of, and principal amounts (and stated interest) of the applicable Loans

owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the applicable Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

Section 11.05 Survival; Revival; Reinstatement.

- All covenants, agreements, representations and warranties made by the (a) Borrower and Guarantors herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making (or deemed making) of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Section 3.04, Section 5.01 and Section 11.03 shall survive, on an unsecured and nonguaranteed basis, and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.
- (b) To the extent that any payments on the Secured Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Secured Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower and Guarantor shall take such action as may be reasonably requested by the Lender to effect such reinstatement.

Section 11.06 Counterparts; Integration; Effectiveness.

- (a) 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.
- (b) This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT

BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THE TERMS OF THIS AGREEMENT OR ANY LOAN DOCUMENT AND THE DIP ORDER, THE PROVISIONS OF THE DIP ORDER SHALL GOVERN.

(c) Except as provided in <u>Section 6.01</u>, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.07 <u>Severability</u>. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 11.08 <u>Right of Setoff</u>. Subject to the DIP Order, an Event of Default shall have occurred and be continuing, each of the Lender and its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by the Lender or Affiliate to or for the credit or the account of the Borrower or any Subsidiary against any of and all the obligations of Borrower or any Subsidiary owed to the Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. The rights of the Lender under this <u>Section 11.08</u> are in addition to other rights and remedies (including other rights of setoff) which the Lender or its Affiliates may have.

Section 11.09 Governing Law; Jurisdiction; Service of Process.

- (a) This Agreement and the Note shall be governed by, and construed in accordance with, the laws of the State of New York.
- (b) Each party hereto hereby irrevocably and unconditionally: submits (and the Borrower shall cause each other Loan Party to submit) for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the jurisdiction of the Bankruptcy Court or, if the Bankruptcy Court does not have (or abstains from) jurisdiction, in any of the courts of the State of New York and the United States of America for the Southern District of New York and appellate courts from any thereof; provided, that nothing contained herein or in

any other Loan Document will prevent the Lender from bringing any action to enforce any award or judgment or exercise any right under the security instruments or against any Collateral or any other property of any Loan Party in any other forum in which jurisdiction can be established. Each party hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

- (c) Each party irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at the address specified in Section 11.01 or such other address as is specified pursuant to Section 11.01 (or its assignment and assumption), such service to become effective thirty (30) days after such mailing. Nothing herein shall affect the right of a party or any holder of a note to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against another party in any other jurisdiction.
- **EACH PARTY HEREBY** (i) **IRREVOCABLY** (d) AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR **ANY OTHER LOAN DOCUMENT** AND **FOR** COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE, OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS **SECTION 11.09.**

Section 11.10 <u>Headings</u>. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 11.11 <u>Confidentiality</u>. The Lender and each other party hereto or to any other Loan Document, agrees to maintain, and agrees to cause each of its Affiliates to maintain, the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates, partners and investors and their directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by the Bankruptcy Court or any regulatory authority purporting to have jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (and in each such

case, such Person shall, if permitted by law, notify the Borrower of such occurrence as soon as reasonably practicable following the service of any such process on such Person), (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) with the consent of the Borrower or (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 11.11. For the purposes of this Section 11.11, "Information" means all information received from Borrower or any Subsidiary relating to Borrower or any Subsidiary and their businesses other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 11.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 11.12 <u>Interest Rate Limitation</u>. It is the intention of the parties hereto that the Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to the Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to the Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to the Lender that is contracted for, taken, reserved, charged or received by the Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by the Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by the Lender to the Borrower); and (ii) if the maturity of the Loans or any other Secured Obligations is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to the Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by the Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by the Lender on the principal amount of the Secured Obligations (or, to the extent that the principal amount of the Secured Obligations shall have been or would thereby be paid in full, refunded by the Lender to the Borrower). All sums paid or agreed to be paid to the Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to the Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans evidenced by the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to the Lender on any date shall be computed at the Highest Lawful Rate applicable to the Lender pursuant to this Section 11.12 and

(ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to the Lender would be less than the amount of interest payable to the Lender computed at the Highest Lawful Rate applicable to the Lender, then the amount of interest payable to the Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to the Lender until the total amount of interest payable to the Lender shall equal the total amount of interest which would have been payable to the Lender if the total amount of interest had been computed without giving effect to this Section 11.12.

Section 11.13 Exculpation Provisions. Each of the parties hereto specifically agrees that it has a duty to read this Agreement and the other Loan Documents and agrees that it is charged with notice and knowledge of the terms of this Agreement and the other Loan Documents; that it has in fact read this Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Agreement and the other Loan Documents; and has received the advice of its attorney in entering into this Agreement and the other Loan Documents; and that it recognizes that certain of the terms of this Agreement and the other Loan Documents result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Agreement and the other Loan Documents on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

Section 11.14 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lender to make Loans hereunder are solely for the benefit of the Loan Parties, and no other Person (including any Subsidiary of the Borrower that is not a Guarantor, obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Lender for any reason whatsoever. There are no third party beneficiaries, other than to the extent contemplated by the last sentence of Section 11.04(a).

Section 11.15 <u>USA Patriot Act Notice</u>. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information includes the name and address of the Borrower and the Guarantors and other information that will allow the Lender to identify the Borrower and the Guarantors in accordance with the USA Patriot Act.

ARTICLE XII GUARANTY

Section 12.01 Guarantee.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Lender, and each of its successors, indorsees, transferees and permitted assigns, the prompt and complete payment in cash when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (collectively, the "Guaranteed"

<u>Obligations</u>"). This is a guarantee of payment and not collection and the liability of each Guarantor is primary and not secondary.

- (b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in <u>Section 12.02</u>).
- (c) Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Article XII or affecting the rights and remedies of the Lender hereunder.
- (d) Each Guarantor agrees that if the maturity of the Guaranteed Obligations is accelerated by bankruptcy or otherwise, such maturity shall also be deemed accelerated for the purpose of this guarantee without demand or notice to such Guarantor. The guarantee of each Guarantor contained in this Article XII shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the Lender, and its respective successors and permitted assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.
- (e) No payment made by any Guarantor, any other guarantor or any other Person or received or collected by the Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Guaranteed Obligations or any payment received or collected from such Guarantor in respect of the Guaranteed Obligations), remain liable for the Guaranteed Obligations up to the maximum liability of such Guarantor hereunder.

Section 12.02 <u>Right of Contribution</u>. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of <u>Section 12.03</u>. The provisions of this <u>Section 12.02</u> shall in no respect limit the obligations and liabilities of any Guarantor to the Lender, and each Guarantor shall remain liable to the Lender for the full amount guaranteed by such Guarantor hereunder.

Section 12.03 <u>No Subrogation; Subordination</u>. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Lender, no Guarantor shall be entitled to exercise its rights to be subrogated to any of the rights of the Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of

offset held by the Lender for the payment of the Guaranteed Obligations, nor shall any Guarantor seek any indemnity, exoneration, participation, contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time, such amount shall be held by such Guarantor in trust for the Lender, and shall, forthwith upon receipt by such Guarantor, be turned over to the Lender in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Lender, if required), to be applied against the Guaranteed Obligations in accordance with the DIP Order. Any Liens securing payments of the debts and obligations of the Borrower or any Guarantor to any other Loan Party, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by, shall be subordinate to any Liens securing payment of the Secured Obligations, regardless of whether such encumbrances in favor of such Loan Party or the Lender presently exist or are hereafter created or attach, and after an Event of Default has occurred and is continuing, if the Lender so requests, any such debts and obligations shall be collected, enforced and received by such Guarantor for the benefit of the Lender and be paid over to the Lender s on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Article XII.

Section 12.04 Guaranty Amendments, Etc. With respect to the Guaranteed Obligations, each Guarantor shall remain obligated hereunder, and such Guarantor's obligations hereunder shall not be released, discharged or otherwise affected, notwithstanding that, without any reservation of rights against any Guarantor and without notice to, demand upon or further assent by any Guarantor (which notice, demand and assent requirements are hereby expressly waived by such Guarantor): (a) any demand for payment of any of the Guaranteed Obligations made by the Lender may be rescinded by the Lender or otherwise and any of the Guaranteed Obligations continued; (b) the Guaranteed Obligations, the liability of any other Person upon or for any part thereof or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by, or any indulgence or forbearance in respect thereof granted by, the Lender; (c) any Loan Document may be amended, modified, supplemented or terminated, in whole or in part, as the Lender may deem advisable from time to time; (d) any collateral security, guarantee or right of offset at any time held by the Lender for the payment of the Guaranteed Obligations may be sold, exchanged, waived, surrendered or released; (e) any additional guarantors, makers or endorsers of the Guaranteed Obligations may from time to time be obligated on the Guaranteed Obligations or any additional security or collateral for the payment and performance of the Guaranteed Obligations may from time to time secure the Guaranteed Obligations; or (f) any other event shall occur which constitutes a defense or release of sureties generally (other than a defense of payment or performance). The Lender shall not have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in this Article XII or any Property subject thereto.

Section 12.05 <u>Waivers</u>. Each Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Lender upon the guarantee contained in this Article XII or acceptance of the guarantee contained in this Article XII; the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Article XII and no notice of creation of the Guaranteed Obligations or any extension of credit already or hereafter contracted by or extended to the Borrower need be given to any Guarantor; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Lender, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Article XII. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Guaranteed Obligations.

Section 12.06 Guaranty Absolute and Unconditional.

- (a) Each Guarantor understands and agrees that the guarantee contained in this Article XII is, and shall be construed as, a continuing, completed, absolute and unconditional guarantee of payment, and each Guarantor hereby waives any defense of a surety or guarantor or any other obligor on any obligations arising in connection with or in respect of any of the following and hereby agrees that its obligations hereunder shall not be discharged or otherwise affected as a result of any of the following:
 - (i) the invalidity or unenforceability of any Loan Document, any of the Guaranteed Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Lender;
 - (ii) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Lender;
 - (iii) the insolvency, bankruptcy arrangement, reorganization, adjustment, composition, liquidation, disability, dissolution or lack of power of the Borrower or any other Guarantor or any other Person at any time liable for the payment of all or part of the Guaranteed Obligations, including any discharge of, or bar or stay against collecting, any Guaranteed Obligation (or any part of them or interest therein) in or as a result of such proceeding;
 - (iv) any sale, lease or transfer of any or all of the assets of the Borrower or any other Guarantor, or any changes in the shareholders of the Borrower or any other Guarantor;
 - (v) any change in the corporate existence (including its constitution, laws, rules, regulations or power), structure or ownership of any Guarantor or in the relationship between the Borrower and any Guarantor;

- (vi) the fact that any Collateral or Lien contemplated or intended to be given, created or granted as security for the repayment of the Guaranteed Obligations shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other Lien, it being recognized and agreed by each of the Guarantors that it is not entering into this Agreement in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the Collateral for the Guaranteed Obligations;
- (vii) the absence of any attempt to collect the Guaranteed Obligations or any part of them from any Loan Party; or
- (viii) any other circumstance or act whatsoever, including any action or omission of the type described in <u>Section 12.04</u> (with or without notice to or knowledge of the Borrower or such Guarantor), which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Guaranteed Obligations, or of such Guarantor under the guarantee contained in this Article XII, in bankruptcy or in any other instance (other than a defense of payment or performance).
- (b) When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Lender may, but shall be under no obligation to, join or make a similar demand on or otherwise pursue or exhaust such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

Section 12.07 <u>Reinstatement</u>. The guarantee contained in this Article XII shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payments had not been made.

Section 12.08 <u>Payments</u>. Each Guarantor hereby guarantees that payments hereunder will be paid to the Lender in accordance with the terms and conditions of the DIP Order, without set-off, deduction or counterclaim, in dollars, in immediately available funds, at the offices of the Lender.

Section 12.09 <u>Releases</u>. All guarantees provided for herein, and all Lien rights, powers and interests and guarantee benefits with respect thereto shall automatically terminate and be null and void immediately upon the date that the Commitments have expired or terminated and the principal of and interest, if applicable, on each Loan and all fees payable hereunder and any other Secured Obligations and all other amounts payable under the Loan Documents (other than contingent indemnification obligations for which no claim has been made) have been paid in full, and the Lender, at the written request and expense of the Borrower, will promptly take all steps and actions requested by the Borrower to evidence and more fully effect the foregoing termination, including the declaration of all such guarantees to be of no further force or effect.

ARTICLE XIII SECURITY AGREEMENT

Section 13.01 Generally.

- (a) To secure payment of the Secured Obligations and Guaranteed Obligations, subject to the DIP Order, each of the Loan Parties hereby grants, assigns and transfers to the Lender Liens upon, and security interests in, subject to the Carve-Out and priorities set forth in the DIP Order, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time in the future may acquire any right, title or interest and, in each case, other than the Excluded Assets (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:
 - (i) all Accounts;
 - (ii) all Chattel Paper;
 - (iii) all Deposit Accounts, Securities Accounts and Commodity
 - Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Insurance;
- (ix) all Intellectual Property;
- (x) all Inventory;
- (xi) all Investment Property;

- (xii) all Letter of Credit Rights;
- (xiii) all Money;
- (xiv) all Pledged Equity Interests;
- (xv) all Goods not otherwise described above;
- (xvi) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;
- (xvii) all commercial tort claims, including those now or hereinafter described on <u>Schedule 7.25</u>; and
- (xviii) to the extent not otherwise included all other property of such Landlord and all Proceeds, products, accessions, rents and profits of any and all of the foregoing and all collateral security, Supporting Obligations and guarantees given by any Person with respect to any of the foregoing.
- (b) Notwithstanding anything herein to the contrary, (i) each Loan Party shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Lender, and (ii) each Loan Party shall remain liable under each of the agreements included in the Collateral, including, without limitation, any Accounts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and the Lender shall not have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Lender have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to any Accounts, Pledged Partnership Interests or Pledged LLC Interests.

Section 13.02 <u>Delivery and Control of Instruments, Chattel Paper, Negotiable Documents, Investment Property and Deposit Accounts.</u>

(a) If any of the Collateral is or shall become evidenced or represented by any Instrument, Certificated Security, Negotiable Document or Tangible Chattel Paper, such Instrument (other than checks received in the ordinary course of business and other than any Instrument, Negotiable Document or Tangible Chattel Paper with a face amount of \$100,000 or less), Certificated Security, Negotiable Document or Tangible Chattel Paper shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to the Lender, to be held as Collateral pursuant to this Agreement.

- (b) If any of the Collateral is or shall become evidenced or represented by an Uncertificated Security, such Loan Party shall cause the Issuer thereof either (i) to register the Lender as the registered owner of such Uncertificated Security, upon original issue or registration of transfer or (ii) to agree in writing with such Loan Party and the Lender that such Issuer will comply with instructions with respect to such Uncertificated Security originated by the Lender without further consent of such Loan Party, such agreement to be in form and substance reasonably satisfactory to the Lender.
- (c) Except as otherwise permitted under this Agreement, each Loan Party shall maintain Securities Accounts and Deposit Accounts only with financial institutions that have agreed to comply with entitlement orders and instructions issued or originated by the Lender without further consent of such Loan Party, such agreement to be in form and substance reasonably satisfactory to the Lender.
- (d) In addition to and not in lieu of the foregoing, if any Issuer of any Investment Property is organized under the law of, or has its chief executive office in, a jurisdiction outside of the United States, each Loan Party shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records, as may be necessary or advisable or as may be reasonably requested by the Lender, under the laws of such jurisdiction to ensure the validity, perfection and priority of the security interest of the Lender.

Section 13.03 Maintenance of Perfected Security Interest.

- (a) Such Loan Party shall maintain the security interest created by this Agreement and the DIP Order as a perfected security interest in favor of the Lender and shall defend such security interest against the claims and demands of all Persons whomsoever; <u>provided</u>, that no Loan Party shall be required to take any actions outside of the jurisdiction of the U.S. to create or perfect security interest in any assets located or titled outside the jurisdiction of the U.S. in favor of the Lender; <u>provided</u>, <u>further</u> that no Loan Party shall be required to deliver a security or pledge agreement governed by the laws of the jurisdiction other than the U.S.
- (b) Such Loan Party shall furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the assets and property of such Loan Party as the Lender may reasonably request, all in reasonable detail.

Section 13.04 <u>Investment Property</u>.

(a) If such Loan Party shall become entitled to receive or shall receive any stock or other ownership certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), or option or rights in respect of the capital stock or other Pledged Equity Interest of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Equity Interests, or otherwise in respect thereof, such Loan Party shall accept the same as the agent of the Lender, hold the same in trust for the Lender and deliver the same

forthwith to the Lender in the exact form received, duly endorsed by such Loan Party to the Lender, if required, together with an undated stock power covering such certificate duly executed in blank by such Loan Party and with, if the Lender so requests, signature guaranteed, to be held by the Lender, subject to the terms hereof, as additional collateral security for the Secured Obligations. If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Equity Interests upon the liquidation or dissolution of any Issuer shall be paid over to the Lender to be held by it hereunder as additional collateral security for the Secured Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Equity Interests or any property shall be distributed upon or with respect to the Pledged Equity Interests pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Lender, be delivered to the Lender to be held by it hereunder as additional collateral security for the Secured Obligations. If an Event of Default shall have occurred and be continuing and any sums of money or property so paid or distributed in respect of the Pledged Equity Interests shall be received by such Loan Party, such Loan Party shall, until such money or property is paid or delivered to the Lender, hold such money or property in trust for the Secured Parties, segregated from other funds of such Loan Party, as additional collateral security for the Secured Obligations.

- (b) Without the prior written consent of the Lender, such Loan Party will not (i) vote to enable, or take any other action to permit, any Issuer to amend its organizational documents in any manner that adversely affects the validity, perfection or priority of the Lender's security interest therein, (ii) enter into any agreement or undertaking restricting the right or ability of such Loan Party or the Lender to sell, assign or transfer any of the Investment Property or Proceeds thereof or any interest therein, or (iii) cause or permit any Issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof (or on the date any such interests are formed, created or acquired) to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, that notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (iii), such Loan Party shall promptly notify the Lender in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Lender's "control" thereof.
- (c) Each Loan Party which is an Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Equity Interests issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Lender promptly in writing of the occurrence of any of the events described in Section 8.14(a) with respect to the Pledged Equity Interests issued by it and (iii) the terms of Sections 8.14(b) shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 8.14(b) with respect to the Pledged Equity Interests issued by it. In addition, each Loan Party which is either an Issuer or an owner of any Pledged Equity Interests hereby consents to the grant by each other Loan Party of the security interest hereunder in favor of the Lender and to the transfer of any Pledged Equity Interest to the Lender or its nominee following an Event of Default and to the substitution of the Lender or its nominee as a partner, member or shareholder or other equity holder of the Issuer of the related Pledged Equity Interest.

Section 13.05 Voting and Other Rights with Respect to Pledged Securities.

- (a) Unless an Event of Default shall have occurred and be continuing, each Loan Party shall be permitted to receive all cash dividends paid in respect of the Pledged Equity Interests and all payments made in respect of the Pledged Notes or Pledged Debt Securities, in each case paid in the normal course of business of the relevant Issuer, to the extent permitted by this Agreement, and to exercise all voting and corporate rights with respect to the Pledged Equity Interests; provided, that no vote shall be cast or corporate or other ownership right exercised or other action taken which, in the Lender's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of this Agreement, this Agreement or any other Loan Document.
- (b) If an Event of Default shall occur and be continuing: (i) all rights of each Loan Party to exercise or refrain from exercising the voting and other consensual rights with respect to Pledged Securities which it would otherwise be entitled to exercise shall immediately and automatically, in each case without the need for any action or notice by or on the part of Lender, (A) cease and (B) thereupon become vested in the Lender who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights and (ii) the Lender shall have the right, without notice to any Loan Party, to transfer all or any portion of the Pledged Securities to its name or the name of its nominee or agent. In addition, the Lender shall have the right at any time, without notice to any Loan Party, to exchange any certificates or instruments representing any Pledged Securities for certificates or instruments of smaller or larger denominations. In order to permit the Lender to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder each Loan Party shall promptly execute and deliver (or cause to be executed and delivered) to the Lender all proxies, dividend payment orders and other instruments as the Lender may from time to time reasonably request and each Loan Party acknowledges that the Lender may utilize the power of attorney set forth herein.
- (c) Each Loan Party hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Loan Party hereunder to (i) comply with any instruction received by it from the Lender in writing that states that an Event of Default has occurred and is continuing without any other or further instructions from such Loan Party, and each Loan Party agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Lender.
- (d) IN ORDER TO PERMIT THE LENDER TO EXERCISE THE VOTING AND OTHER CONSENSUAL RIGHTS THAT IT MAY BE ENTITLED TO EXERCISE PURSUANT HERETO AND TO RECEIVE ALL DIVIDENDS AND OTHER DISTRIBUTIONS THAT IT MAY BE ENTITLED TO RECEIVE HEREUNDER, (I) EACH LOAN PARTY SHALL PROMPTLY EXECUTE AND DELIVER (OR CAUSE TO BE EXECUTED AND DELIVERED) TO THE LENDER ALL SUCH PROXIES, DIVIDEND PAYMENT ORDERS AND OTHER INSTRUMENTS AS THE LENDER MAY FROM TIME TO TIME REASONABLY REQUEST AND (II) WITHOUT LIMITING THE EFFECT OF

CLAUSE (I) ABOVE, SUCH LOAN PARTY HEREBY GRANTS TO THE LENDER AN IRREVOCABLE PROXY TO VOTE ALL OR ANY PART OF THE PLEDGED EQUITY INTERESTS AND TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED EQUITY INTERESTS WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, PARTNERS OR MEMBERS, AS THE CASE MAY BE, CALLING SPECIAL MEETINGS OF SHAREHOLDERS, PARTNERS OR MEMBERS, AS THE CASE MAY BE, AND VOTING AT SUCH MEETINGS), WHICH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED EQUITY INTERESTS ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY OTHER PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED EQUITY INTERESTS OR ANY OFFICER OR AGENT THEREOF), BUT THE LENDER AGREES THAT IT SHALL NOT UTILIZE SUCH PROXY OTHER THAN DURING THE CONTINUANCE OF AN EVENT OF DEFAULT AND WHICH PROXY SHALL ONLY TERMINATE UPON THE DISCHARGE OF THE SECURED OBLIGATIONS.

Section 13.06 <u>Accounts</u>. Other than in the ordinary course of business consistent with its past practice and so long as no Event of Default shall have occurred and be continuing or pursuant to the Receivables Agreement, such Loan Party will not (i) grant any extension of the time of payment of any Account, (ii) compromise or settle any Account for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Account, (iv) allow any credit or discount whatsoever on any Account or (v) amend, supplement or modify any Account in any manner that could adversely affect the value thereof.

Section 13.07 Intellectual Property.

- (a) Such Loan Party (either itself or through licensees) will not, without the prior written consent of the Lender, discontinue use of any Material Intellectual Property, or do any act or omit to do any act whereby any Material Intellectual Property may lapse, become abandoned, cancelled, dedicated to the public, forfeited, or otherwise impaired, or abandon any application or any right to file an application for a Copyright, Patent, or Trademark constituting Material Intellectual Property.
- (b) Such Loan Party shall take all reasonable steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration or issuance of each Trademark, Patent, and Copyright owned by or exclusively licensed to such Loan Party and constituting Material Intellectual Property.
- (c) Such Loan Party shall execute the Intellectual Property Security Agreements with respect to the Intellectual Property included in the Collateral as of the date hereof in order to record the security interest granted herein to the Lender with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and such Loan Party shall promptly execute and deliver, and have recorded, any and all other agreements, instruments, documents, and papers as the Lender may reasonably request to evidence the Lender's security

interest in any such Intellectual Property with any other applicable offices, agencies, or Governmental Authorities.

- (d) Such Loan Party shall use best efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or may in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Loan Party's rights and interests in any property that constitutes Material Intellectual Property.
- (e) Such Loan Party shall promptly notify the Lender if it knows or has reason to know that any item of Material Intellectual Property may become (i) abandoned or dedicated to the public or placed in the public domain, (ii) invalid or unenforceable, (iii) subject to any adverse determination or development regarding such Loan Party's ownership, registration or use or the validity or enforceability of such item of Intellectual Property (including the institution of, or any adverse development with respect to, any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court) or (iv) the subject of any reversion or termination rights.
- (f) Such Loan Party shall (and shall require its licensees to) use proper notice of its Intellectual Property rights in connection with the use of any of its Material Intellectual Property.
- (g) Such Loan Party shall not infringe, misappropriate, dilute, or otherwise violate the Intellectual Property rights of any other Person in any manner which could reasonably be expected to have a Material Adverse Effect. In the event that any Person initiates, or threatens in writing to initiate, any action or proceeding alleging that such Loan Party, or the conduct of such Loan Party's business, infringes, misappropriates, dilutes, or otherwise violates the Intellectual Property of any other Person, and such action or proceeding could reasonably be expected to have a Material Adverse Effect, such Loan Party shall promptly notify the Lender after it learns thereof.
- (h) In the event that any Material Intellectual Property owned by or exclusively licensed to any Loan Party is infringed, misappropriated, diluted or otherwise violated by another Person, such Loan Party shall (i) promptly take all reasonable actions to stop such infringement, misappropriation, dilution or other violation and protect its rights in such Material Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages, and (ii) promptly notify the Lender after it learns thereof.
- (i) With respect to any Trademarks of such Loan Party constituting Material Intellectual Property, such Loan Party shall maintain the level of the quality of products sold and services rendered under any of such Trademarks at a level at least substantially consistent with the quality of such products and services as of the date hereof, and such Loan Party shall take all steps necessary to ensure that licensees of such Trademarks use such consistent standards of quality.
- (j) Such Loan Party shall, within thirty (30) days of the creation or acquisition or exclusive license of any copyrightable work that is constitutes Material Intellectual Property, apply to register the Copyright in the United States Copyright Office or, where appropriate, any

foreign counterpart and, in the case of an exclusive Copyright License in respect of a registered Copyright, record such license, in the United States Copyright Office or, where appropriate, any foreign counterpart.

Section 13.08 <u>Letter of Credit Rights</u>. Within thirty (30) days after the date of obtaining any letter of credit rights with an aggregate face amount in excess of \$100,000 other than in respect of the letters of credit described on <u>Schedule 7.24</u> hereto, each Loan Party shall provide the Lender with an amended or supplemented <u>Schedule 7.24</u> to reflect such additional letters of credit.

Section 13.09 <u>Commercial Tort Claims</u>. Within thirty (30) days after the date of any additional commercial tort claims reasonably expected to have a value in excess of \$100,000 arising since <u>Schedule 7.25</u> was last delivered, such Loan Party shall provide the Lender with an amended or supplemented <u>Schedule 7.25</u> to reflect such additional commercial tort claims.

Section 13.10 Further Assurances. Borrower at its sole expense will, and will cause each other Loan Party to, promptly execute and deliver to the Lender all such Security Instruments and other documents, agreements and instruments reasonably requested by the Lender to comply with, cure any defects or accomplish the conditions precedent, covenants and agreements of Borrower or any other Loan Party, as the case may be, in the Loan Documents, including the Note, or to further evidence and more fully describe the Collateral, or to correct any omissions in this Agreement or the Security Instruments, or to state more fully the obligations secured therein, or to perfect, protect or preserve any Liens or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Lender, to ensure that the Lender has a perfected security interest in substantially all of the Collateral. In addition, at the Lender's written request, the Borrower, at its sole expense, shall enter into any Security Instruments or other documents, to evidence the Liens on the Collateral and provide any information so requested to identify any Collateral, exhibits to mortgages in form and substance reasonably satisfactory to the Lender (which such exhibits shall be in recordable form for the applicable jurisdiction) or any other information requested in connection with the identification of any Collateral, including without limitation, delivery of collateral documents, for recordation with the applicable recording offices.

Section 13.11 <u>Financing Statements</u>. Each Loan Party acknowledges that pursuant to Section 9-509(b) of the UCC and any other applicable law, the Lender is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Lender reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Lender under this Agreement. Each Loan Party agrees that such financing statements may describe the Collateral in the same manner as described in the Collateral Documents or as "all assets" or "all personal property" of such Loan Party, whether now owned or hereafter existing or acquired by such Loan Party or such other description as the Loan Party, in its sole judgment, determines is necessary or advisable.

Section 13.12 <u>Release</u>. Upon the sale of any Accounts pursuant to the terms of the Receivables Agreement, the Lender hereby agrees that its security interest therein and Lien thereon will be automatically released; provided that, for the avoidance of doubt, the release contained in

this <u>Section 13.12</u> will not apply to the Proceeds of any sale of Accounts pursuant to the terms of the Receivables Agreement; provided, further, that if any Loan Party is required to repurchase any such Account pursuant to the terms of the Receivables Agreement, the Lien of the Lender on such Account shall be reinstated in full force and effect and such prior release shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Loan Party in respect of such Lien.

[SIGNATURES BEGIN NEXT PAGE]

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:	IG DESIGN GROUP AMERICAS, INC.		
	By: Name: Title:		
GUARANTORS:	ANKER PLAY PRODUCTS, LLC		
	By: Name: Title:		
	THE LANG COMPANIES, INC.		
	By:Name: Title: IMPACT INNOVATIONS, INC.		
	By:Name: Title: CSS INDUSTRIES, INC.		
	By: Name: Title: SIMPLICITY CREATIVE CORP.		
	By: Name: Title:		

Name:	
Title:	
THE A	ACCALL DATTEDN COMPANY
	ICCALL PATTERN COMPANY,
INC.	
Name:	
Title:	
C.R. G	IBSON, LLC
	,
D.,,	
Name:	
Title:	
11010.	
BERW	ICK OFFRAY LLC
Ву:	
Name:	
Title:	
LION	
LION .	RIBBON COMPANY, LLC
By:	
Name:	
Title:	
LION	RIBBON TEXAS CORP.
LIOIV.	MIDDON ILMID COM.
D _{vv}	
By: Name:	
Title:	

IG DESIGì	N GROUP (LANG), INC.
By: Name: Title:	
W.J.S. FUF	RNITURE, INC.
By: Name: Title:	
PHILADEI	LPHIA INDUSTRIES, LLC
By: Name: Title:	
PAPER MA	AGIC DISTRIBUTION, INC.
By: Name: Title:	
MCCALL :	DISTRIBUTION, INC.
By: Name: Title:	
CRG DIST	RIBUTION, INC.
By: Name: Title:	
BOC DIST	RIBUTION, INC.
By: Name: Title:	

LENDER:	HCS 107, LLC, as the Lender		
	By:		
	Name: Ernest Fiorante		
	Title: Chief Financial Officer		

ANNEX I LIST OF COMMITMENTS

Lender	New Money DIP Facility
	Commitment
HCS 107, LLC	\$38,000,000
TOTAL	\$38,000,000

EXHIBIT A FORM OF NOTE

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Ψ[]		
FOR VALUE RECEIVED,	, IG Design Group Ame	ericas, Inc., a Georgia corporation (the
"Borrower"), hereby promises to pa	ay to [] or its registered	assigns (the "Lender"), at its principal
office, the principal sum of [] Dollars (\$[]) (or such lesser amount as shall
equal the aggregate unpaid princip	al amount of the Loans	made by the Lender to the Borrower
under the Credit Agreement (as he	ereinafter defined)), in	lawful money of the United States of
America and in immediately availa	able funds, on the dates	and in the principal amounts provided
in the Credit Agreement, and to pay	y interest on the unpaid	principal amount of each such Loan, at
such office, in like money and fund	ds, for the period comm	nencing on the date of such Loan until
such Loan shall be paid in full, at	the rates per annum ar	nd on the dates provided in the Credit
Agreement.		

The date, amount and maturity of each Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of this Note.

This Note is one of the Notes referred to in that certain Senior Secured Superpriority Debtor-in-Possession Loan Agreement and Security Agreement, dated as of July [___], 2025, among the Borrower, the Guarantors from time to time party thereto, and HCS 107, LLC, as the Lender, which evidences Loans made by the Lender thereunder (such agreement as the same may be amended, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used in this Note have the respective meanings assigned to them in the Credit Agreement.

This Note is issued pursuant to and is subject to the terms and conditions set forth in the Credit Agreement and is entitled to the benefits provided for in the Credit Agreement and the other Loan Documents. The Credit Agreement provides for the acceleration of the maturity of this Note upon the occurrence of certain events, for prepayments of Loans upon the terms and conditions specified therein.

THIS NOTE AND ANY CLAIMS, CONTROVERSY, DISPUTES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED ON, ARISING OUT OF OR RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THIS NOTE IS A REGISTERED OBLIGATION, TRANSFERABLE ONLY UPON NOTATION IN THE REGISTER, AND NO ASSIGNMENT SHALL BE EFFECTIVE UNTIL RECORDED THEREIN.

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IN WITNESS	WHEREOF, the I	Borrower has	caused this	Note to be	issued as	of the	date
first above written.							

By:Name: Title:

EXHIBIT B FORM OF BORROWING REQUEST

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		Ι.	2.0)25
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Section 2.03 Security Agre to time party amended, sup defined herein	esign Group Americas, Inc., a Georgia corporation (the "Borrower"), pursuant to of the Senior Secured Superpriority Debtor-in-Possession Loan Agreement and ement, dated as of July [], 2025, among the Borrower, the Guarantors from time thereto, and HCS 107, LLC, as the lender (such agreement as the same may be plemented or restated from time to time, the "Credit Agreement") (unless otherwise in, each capitalized term used herein is defined in the Credit Agreement), hereby P. Facility Advance as follows:
(i)	Aggregate amount of the requested DIP Facility Advance is \$[];
(ii)	Proposed Funding Date of such DIP Facility Advance: [], 2025;
(iii)	Uses of such DIP Facility Advance, including reference to the applicable line-item expenses set forth in the then Approved DIP Budget intended to be funded with the proceeds of such DIP Facility Advance:
(iv)	Total Credit Exposure on the proposed Funding Date (i.e., the outstanding principal amount of the DIP Facility Advance without regard to the requested DIP Facility Advance) is \$[]^1;
(v)	Pro forma total Credit Exposure on the date hereof (after giving effect to the DIP Facility Advance requested) is \$[]; and
(vi)	Identification of the Borrower's [Deposit] Account to which the proceeds of the DIP Facility Advance are to be disbursed is as follows:
[[[]]]]

¹ Include in the case of any DIP Facility Advance requested after the Effective Date.

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ersigned is the [] of the Borrower, and execute this certificate on behalf of the Borrower.
IG DESIGN GROUP AMERICAS, INC.
By: Name: Title:

EXHIBIT E-1 U.S. TAX COMPLIANCE CERTIFICATE

(For Lenders that are not U.S. Persons That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Superpriority Debtor-in-Possession Loan Agreement and Security Agreement, dated as of July [___], 2025, among IG Design Group Americas, Inc., a Georgia corporation (the "Borrower"), the Guarantors from time to time party thereto, and HCS 107, LLC (the "Lender") (such agreement as the same may be amended, supplemented or restated from time to time, the "Credit Agreement").

Pursuant to the provisions of Section 5.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Facility Advance(s) (as well as any Note(s) evidencing such Facility Advance(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent (10%) shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with a U.S. trade or business conducted by the undersigned or are effectively connected but are not includible in the undersigned's gross income for U.S. federal income tax purposes under an income tax treaty.

The undersigned has furnished the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and (2) the undersigned shall have at all times furnished the Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]
By: Name:
Name: Title:
Date:

EXHIBIT E-2 U.S. TAX COMPLIANCE CERTIFICATE

(For Lenders that are not U.S. Persons That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Superpriority Debtor-in-Possession Loan Agreement and Security Agreement, dated as of July [___], 2025, among IG Design Group Americas, Inc., a Georgia corporation (the "Borrower"), the Guarantors from time to time party thereto, and HCS 107, LLC (the "Lender") (such agreement as the same may be amended, supplemented or restated from time to time, the "Credit Agreement").

Pursuant to the provisions of Section 5.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Facility Advance(s) (as well as any Note(s) evidencing such Facility Advance(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Facility Advance(s) (as well as any Note(s) evidencing such Facility Advance(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent (10%) shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with a U.S. trade or business conducted by the undersigned or are effectively connected but are not includible in the undersigned's gross income for U.S. federal income tax purposes under an income tax treaty.

The undersigned has furnished the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form), or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form) from each such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower, and (2) the undersigned shall have at all times furnished the Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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Unless otherwise defined herein, terms defined in the Credit Agreement and	used herein
shall have the meanings given to them in the Credit Agreement.	

[NAME	OF LENDE	R]	
By:			
Name: _ Title:			
Date:			

SCHEDULE A

Real Property Collateral

Loan Party	Mailing Address	County	State	Value
Berwick Offray LLC	2015 West Front Street	Columbia County	PA	
	Berwick, PA 18603	Columbia County	rA	
Berwick Offray LLC	1200 E 9th St	Columbia County	PA	
	Berwick, PA 18603	Columbia County	rA	
Berwick Offray LLC	8th Street & Elk	Columbia County	PA	
	Berwick, PA 18603	Columbia County	rA	
Lion Ribbon Company,	857 Willow Cir	Washington County	MD	
LLC	Hagerstown, MD 21740	Washington County	MID	
Lion Ribbon Company,	832 Summerland Ave	Lexington County	SC	
LLC	Batesburg-Leesville, SC 29006	and Saluda County	SC	

Litigation

None.

<u>Subsidiaries</u>

Subsidiary Name	Type of Organization	Jurisdiction of Formation or Organization	FEIN	Owner(s) of Equity Interests	Percentage of Equity Interests owned by Loan Parties	Chief Executive Office
Anker Play Products, LLC	Limited liability company	Georgia	81- 2856593	IG Design Group Americas, Inc.	100%	Prior Chief Executive Office:
IG Design Group (LANG), Inc.	Corporation	Delaware	27- 0765877	IG Design Group Americas, Inc.	100%	5555 Glenridge Connector
The Lang Companies, Inc.	Corporation	Delaware	27- 0766664	IG Design Group (LANG), Inc.	100%	Suite 300, Atlanta GA 30342
Impact Innovations, Inc.	Corporation	Minnesota	41- 2020626	IG Design Group Americas, Inc.	100%	Current Chief
Variety Accessories, LLC	Limited liability company	Minnesota	26- 0595208	Impact Innovations, Inc.	100%	Executive Office: 2015 West
Impact Paper Products, LLC	Limited liability company	Minnesota	26- 3411991	Impact Innovations, Inc.	100%	Front Street Berwick, PA 18603
CSS Industries, Inc.	Corporation	Delaware	13- 1920657	IG Design Group Americas, Inc.	100%	
Simplicity Creative Corp.	Corporation	Delaware	82- 2888191	CSS Industries, Inc.	100%	
W.J.S. Furniture, Inc.	Corporation	Delaware	13- 1955476	CSS Industries, Inc.	100%	
Paper Magic Group, LLC	Limited liability company	Pennsylvania	23- 1918841	CSS Industries, Inc.	100%	
The McCall Pattern Company, Inc.	Corporation	Delaware	81- 4500619	CSS Industries, Inc.	100%	
C.R. Gibson, LLC	Limited liability company	Delaware	33- 1189007	Paper Magic Group, LLC	100%	

Subsidiary Name	Type of Organization	Jurisdiction of Formation or Organization	FEIN	Owner(s) of Equity Interests	Percentage of Equity Interests owned by Loan Parties	Chief Executive Office
Philadelphia Industries, LLC	Limited liability company	Delaware	51- 0275114	Paper Magic Group, LLC	100%	
Paper Magic Distribution, Inc.	Corporation	Delaware	20- 2660092	Paper Magic Group, LLC	100%	
Berwick Offray LLC	Limited liability company	Pennsylvania	23- 3011481	Paper Magic Group, LLC	100%	
McCall Distribution, Inc.	Corporation	Delaware	81- 4516940	The McCall Pattern Company, Inc.	100%	
CRG Distribution, Inc.	Corporation	Delaware	27- 0786188	C.R. Gibson, LLC	100%	
Berwick Management LLC	Limited liability company	Pennsylvania	02- 3310402	Berwick Offray LLC	100%	
BOC Distribution, Inc.	Corporation	Delaware	26- 4596196	Berwick Offray LLC	100%	
Lion Ribbon Company, LLC	Limited liability company	Delaware	04- 3592029	Berwick Offray LLC	100%	
Lion Ribbon Texas Corp. (f/k/a LR Texas Corp.)	Corporation	Texas	05- 0578748	Lion Ribbon Company, LLC	100%	
Paper Magic de Mexico SA de CV	Limited company	Mexico	N/A	Paper Magic Group, LLC	100%	
C.R. Gibson Pacific Rim Limited	Limited company	Hong Kong	N/A	C.R. Gibson, LLC	100%	
Berwick Offray (Hong Kong) Limited	Private company limited by shares	Hong Kong	N/A	C.R. Gibson Pacific Rim Limited	100%	
IG Design Group Sourcing Limited	Limited company	Hong Kong	N/A	C.R. Gibson Pacific Rim Limited	100%	

Subsidiary Name	Type of Organization	Jurisdiction of Formation or Organization	FEIN	Owner(s) of Equity Interests	Percentage of Equity Interests owned by Loan Parties	Chief Executive Office
Paper Magic Group (Hong Kong) Limited	Private company limited by shares	Hong Kong	N/A	C.R. Gibson Pacific Rim Limited	100%	
Wrights Commercial (Shanghai) Company Limited	Limited liability company	China	N/A	Paper Magic Group (Hong Kong) Limited	100%	
McCall Pattern Company Limited	Private limited company	UK	N/A	Paper Magic Group (Hong Kong) Limited	100%	
India Trimmings Private Limited	Limited company	India	N/A	Paper Magic Group (Hong Kong) Limited	100%1	
Dominion Simplicity Patterns Limited	Corporation	Canada	N/A	Paper Magic Group (Hong Kong) Limited	100%	
McCall Pattern Service Pty Limited	Proprietary limited company	Australia	N/A	McCall Pattern Company Limited	100%	
McCall Pattern Service NZ Limited	Limited liability company	New Zealand	N/A	McCall Pattern Company Limited	100%	
British Trimmings Limited	Private limited company	UK	N/A	McCall Pattern Company Limited	100%	
Simplicity Limited	Private limited company	UK	N/A	McCall Pattern Company Limited	100%	
Simplicity Pty Limited	Proprietary limited company	Australia	N/A	McCall Pattern Service Pty Limited	100%	

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¹ One share of India Trimmings Private Limited out of 3.1 million shares is held by British Trimmings Limited. The remaining shares are held by Paper Magic Group (Hong Kong) Limited.

Subsidiary Name	Type of Organization	Jurisdiction of Formation or Organization	FEIN	Owner(s) of Equity Interests	Percentage of Equity Interests owned by Loan Parties	Chief Executive Office
British Trimmings (Reddish) Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	
British Trimmings (Leek) Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	
Wendy A Cushing Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	
British Trimmings (1997) Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	
Simplicity Creative Group Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	
Wendy Cushing Trimmings Limited	Private limited company	UK	N/A	British Trimmings Limited	100%	

Investment Property

Pledged Stock, Pledged LLC Interests and Pledged Partnership Interests:

Issuer	Holder	Certificated (Y/N) / Certificate Number	% of Issued and Outstanding Shares of Stock or Membership Interests	% of Ownership Pledged
The Lang Companies, Inc.	IG Design Group (LANG), Inc.	C-5	100%	100%
Anker Play Products, LLC	IG Design Group Americas, Inc.	N	100%	100%
Berwick Offray LLC	Paper Magic Group, LLC	N	100%	100%
C.R. Gibson, LLC	Paper Magic Group, LLC	N	100%	100%
Paper Magic de Mexico SA de CV	Paper Magic Group, LLC	N	100%	65%
Paper Magic Distribution, Inc.	Paper Magic Group, LLC	2	100%	100%
McCall Distribution, Inc.	The McCall Pattern Company, Inc.	3	100%	100%
The McCall Pattern Company, Inc.	CSS Industries, Inc.	3	100%	100%
Paper Magic Group, LLC	CSS Industries, Inc.	N	100%	100%
Simplicity Creative Corp.	CSS Industries, Inc.	3	100%	100%
W.J.S. Furniture, Inc.	CSS Industries, Inc.	3	100%	100%
Lion Ribbon Company, LLC	Berwick Offray LLC	N	100%	100%
IG Design Group (LANG), Inc.	IG Design Group Americas, Inc.	3	100%	100%
Philadelphia Industries, LLC	Paper Magic Group, LLC	N	100%	100%
BOC Distribution, Inc.	Berwick Offray LLC	2	100%	100%
Berwick Management LLC	Berwick Offray LLC	N	100%	100%
Impact Innovations, Inc.	IG Design Group Americas, Inc.	30	100%	100%
CSS Industries, Inc.	IG Design Group Americas, Inc.	N	100%	100%
CRG Distribution, Inc.	C.R. Gibson, LLC	2	100%	100%

Issuer	Holder	Certificated (Y/N)/ Certificate Number	% of Issued and Outstanding Shares of Stock or Membership Interests	% of Ownership Pledged
C.R. Gibson Pacific	C.R. Gibson, LLC	3	65%	100%
Rim Limited	C.K. Glosoff, LLC	4	35%	0%
Variety Accessories, LLC	Impact Innovations, Inc.	N	100%	100%
Impact Paper Products, LLC	Impact Innovations, Inc.	N	100%	100%
Lion Ribbon Texas Corp. (f/k/a LR Texas Corp.)	Lion Ribbon Company, LLC	2	100%	100%

Pledged Debt Securities and Pledged Notes:

None.

Securities Accounts, Commodities Accounts, and Deposit Accounts:

Loan Party	Depository Bank	Type of Account	
Berwick Offray LLC	JPMorgan Chase	CAD Operating	
Berwick Offray LLC	Truist	Outlet Store Account (Operating Account)	
C.R. Gibson, LLC	JPMorgan Chase	CAD Operating	
Paper Magic Group, LLC	JPMorgan Chase	CAD Operating	
Impact Innovations, Inc.	Citizens Alliance	Maynard Operations Collections and Payments Account	
Anker Play Products, LLC	HSBC	APP Concentration and Collections Account (Operating)	
Anker Play Products, LLC	HSBC	APP Collections Account (AR Deposits)	
Anker Play Products, LLC	HSBC	APP Disbursements Account	
CSS Industries, Inc.	HSBC	CSS Collections Account (Checking)	
CSS Industries, Inc.	HSBC	Operating Account	
IG Design Group Americas, Inc.	HSBC	Collections accounts	
IG Design Group Americas, Inc.	HSBC	Collections accounts	

² The following types of deposit accounts constitute Excluded Assets for all purposes of the Loan Agreement and Security Agreement of even date hereof to which this Perfection Certificate relates: payroll and other employee wage and benefit accounts, tax accounts, escrow accounts and fiduciary or trust accounts maintained for the benefit of unaffiliated third parties.

³ This account to constitute an Excluded Asset given its de minimis balance.

⁴ This account to constitute an Excluded Asset given its de minimis balance.

Loan Party	Depository Bank	Type of Account	
IG Design Group Americas,	HSBC	Master Account	
Inc.	ПЗВС		
IG Design Group Americas,	HSBC	Disbursements Account	
Inc.	ПЗВС		
IG Design Group Americas,	HSBC	Checking Account	
Inc.	ПЗВС		
IG Design Group Americas,	HSBC	ABL Excess Cash Account	
Inc.	ПЗВС		
IG Design Group Americas,	HSBC	Collateral Account	
Inc.	ПЗВС		
Simplicity Creative Corp.	HSBC	Disbursements Account	
Simplicity Creative Corp.	JPMorgan Chase	CAD Account (Operating)	
The Lang Companies, Inc.	HSBC	Collection Account (AR	
	повс	Deposits)	
The Lang Companies, Inc.	HSBC	Credit Card Account	
The Lang Companies, Inc.	HSBC	Operating Account	
The Lang Companies, Inc.	HSBC	Checking Account	

⁵ This account to constitute an Excluded Asset given it is a collateral account.

Accounts

None.

Intellectual Property

(a) Patents, Trademarks, Copyrights

[Attached.]

(b) Adverse Claims

None.

(c) Settlements, Consents or Releases

None.

Intellectual Property

TRADEMARKS

Country	Mark	Internatio nal Class(es)	Application Registration No. No. Filing Date Registration Date		Owner
United States	AMERICAN CAT		87276596	5250376	The Lang
	*		12/21/16	2017-07-25	Companies, Inc.
United States	LANG AMERICAN		98081942	7442903	The Lang
	CAT		7/12/2023	7/9/2024	Companies, Inc.
United States	AMERICAN		87233792	5231958	The Lang
	KITCHEN		11/11/2016	2017-06-27	Companies, Inc.
United States	AN APPLE A DAY		87233771	5344499	The Lang
			11/11/2016	2017-11-28	Companies, Inc.
United States	ARTISAN BY		88836063	6709271	The Lang
	LANG		3/16/2020	2022-04-26	Companies, Inc.
United States	BOB'S BOXES		86417971	4969587	THE LANG
			10/8/2014	2016-05-31	COMPANIES,
					INC.
United States	BOHEMIAN		87233734	5298497	The Lang
	DESIGNS		11/11/2016	9/26/2017	Companies, Inc.
United States	BOHEMIAN		97855100	7359006	The Lang
	GARDEN		3/24/2023	4/16/2024	Companies, Inc.
United States	BOUNTIFUL		87233796	5344500	The Lang
	BLESSINGS		11/11/2016	2017-11-28	Companies, Inc.
United States	CATS		87276614	5361643	The Lang
			12/21/2016	12/19/2017	Companies, Inc.
United States	COMFORTS OF		87233741	5489298	The Lang
	HOME		11/11/2016	2018-06-12	Companies, Inc.
United States	COWS, COWS,		97856073	7471277	The Lang
	COWS		3/24/2023	8/13/2024	Companies, Inc.
United States	COWS, COWS,		87276626	5361644	The Lang
	COWS		12/21/2016	12/19/2017	Companies, Inc.
United States	FIELD GUIDE		97855868	7471276	The Lang
			3/24/2023	8/13/2024	Companies, Inc.
United States	FIELD GUIDE		87233737	5298498	The Lang
	3122		11/11/2016	9/26/2017	Companies, Inc.
United States	FOUR SEASONS		77964996	3869837	The Lang
			3/22/2010	2010-11-02	Companies, Inc.
United States	HEART & HOME		87069225	5136617	The Lang
			6/13/2016	2017-02-07	Companies, Inc.
United States	LANG		78206085	3209531	THE LANG
			1/22/2003	2007-02-13	COMPANIES,
			1,22,2003	2007 02 13	INC.

Country	Mark	Internatio nal Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
United States	LANG		76529585 7/14/2003	2920421 2005-01-25	THE LANG COMPANIES, INC.
United States	MOM'S PLAN-IT		75568497 10/13/1998	3155419 2006-10-17	THE LANG COMPANIES, INC.
United States	NATURE'S GRACE		87233746 11/11/2016	5231951 2017-06-27	The Lang Companies, Inc.
United States	NOTE NOOK		76625223 12/21/2004	3022826 2005-12-06	THE LANG COMPANIES, INC.
United States	OLD GLORY		87233750 11-Nov-2016	5308586 10-Oct-2017	The Lang Companies, Inc.
United States	OLD GLORY		97855875 3/24/2023	7354502 4/9/2024	The Lang Companies, Inc.
United States	Perfect Timing		98/526,783 4/30/2024		The Lang Companies, Inc.
United States	PLAN - IT		76625219 12/21/2004	3574356 2009-02-17	THE LANG COMPANIES, INC.
United States	PROUD ROOSTER		87233753 11/11/2016	5344498 2017-11-28	The Lang Companies, Inc.
United States	SAM SNOWMAN		97856056 3/24/2023	7371879 5/3/2024	The Lang Companies, Inc.
United States	SAM SNOWMAN		87233762	5298499	The Lang Companies, Inc.
United States	SKYZ BY LANG		88478108 6/18/2019	6323025 2021-04-13	The Lang Companies, Inc.
United States	TL TURNER LICENSING		88450322 5/29/2019	6088513 2020-06-30	The Lang Companies, Inc.
United States	TURNER LICENSING		77977185 10/3/2007	3644894 2009-06-23	THE LANG COMPANIES, INC.
United States	WELLS ST.		77454952 4/22/2008	3610096 2009-04-21	THE LANG COMPANIES, INC.
United States	WELLS ST. BY LANG		86794582 10/21/2015	4992084 2016-07-05	THE LANG COMPANIES, INC.
United States	WINE CELLAR		87233788 11/11/2016	5394120 2018-02-06	The Lang Companies, Inc.

Country	Mark	Internatio nal Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
United States	WINE COUNTRY		97856061	7354520	The Lang
			3/24/2023	4/19/2024	Companies, Inc.
United States	WINE COUNTRY		87233781	5298500	The Lang
			11-Nov-2016	26-Sep-2017	Companies, Inc.

Country	Mark	Internatio nal Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
Mexico	ANKER ART & Design		2357435 13-Jul-2020	2119450 03-Sep-2020	Anker Play Products, LLC
Mexico	ANKER ART COMBO PARA MIX SLIME& Design		2357437 13-Jul-2020	2119451 03-Sep-2020	Anker Play Products, LLC
United States of America	A ACADEME & Design		87116474 26-Jul-2016	5487206 05-Jun-2018	Anker Play Products, LLC
United States	ADVENTURE		87116276	5551358	Anker Play
of America	CLUB		26-Jul-2016	28-Aug-2018	Products, LLC
United States	ANGEL ACADE-		87116472	5710162	Anker Play
of America	ME ANKED ARE		26-Jul-2016	26-Mar-2019	Products, LLC
United States of America	ANKER ART		87116269	5551356	Anker Play
United States	ANKER ARTIST &		26-Jul-2016 90049603	28-Aug-2018 6695001	Products, LLC Anker Play
of America	Design		13-Jul-2020	05-Apr-2022	Products, LLC
of America	Carrie Carrier		13 Jul 2020	03 11pt 2022	Troducts, DEC
United States	ANKER PLAY		87116264	5514360	Anker Play
of America			26-Jul-2016	10-Jul-2018	Products, LLC
United States	ANKER PLAY &		87116256	5514359	Anker Play
of America	Design Anter Play		26-Jul-2016	10-Jul-2018	Products, LLC
United States	BLOCKS ALIVE		88045244	5853041	Anker Play
of America			19-Jul-2018	03-Sep-2019	Products, LLC
United States	BLOKKO		87116250	5551354	Anker Play
of America			26-Jul-2016	28-Aug-2018	Products, LLC

Country	Mark	nal No. No Class(es) Filing Date Reg Da		Registration No. Registration Date	Owner
United States	FAST GEARZ		87907999	5705172	Anker Play
of America			04-May- 2018	19-Mar-2019	Products, LLC
United States	FAST GEARZ &		87924536	5705234	Anker Play
of America	Design		16-May-	19-Mar-2019	Products, LLC
	FAST>>>> GEARZ		2018		
United States	GENERATION		87276676	5376663	Anker Play
of America	DOUGH		21-Dec-2016	09-Jan-2018	Products, LLC
United States	MONACO FINE		90242015	7580105	Anker Play
of America	ARTS		08-Oct-2020	26-Nov-2024	Products, LLC
United States	MUNCH U		87907989	5729706	Anker Play
of America			04-May-	16-Apr-2019	Products, LLC
			2018		
United States	SMIBO		87556465	5698296	Anker Play
of America			04-Aug-2017	12-Mar-2019	Products, LLC
United States	SMIBO & Design		87556473	5698297	Anker Play
of America	Smibo		04-Aug-2017	12-Mar-2019	Products, LLC
United States	SMUSHABLES		88777553	6171350	Anker Play
of America			29-Jan-2020	06-Oct-2020	Products, LLC
United States	STUDIO		90470413	6965128	Anker Play
of America	SENSATIONS		16-Jan-2021	24-Jan-2023	Products, LLC

		Application	Filing Date	Registratio	Registratio	
Country	Mark	No.		n No.	n Date	Owner
Afghanist	DIMENSIONS	1838069	15-Oct-			Simplicity
an			2024			Creative Corp.
Australia	BUTTERICK	1346712	22-Sep-	1346712	22-Sep-	The McCall
			2016		2016	Pattern Company, Inc.
Australia	C.R. GIBSON	551838	11-Mar-	551838	15-Feb-	C.R. Gibson,
110000100		001000	1991		1996	LLC
Australia	Dancing Needle Design	334654	28-Jun-	334654	28-Jun-	The McCall
	AS.		1979		1979	Pattern
	A-					Company, Inc.
Australia	DIMENSIONS	526404	04-Jan-	526404	04-Jan-	Simplicity
A 11	DW (DDW (DO	1000206	1990	1000206	1990	Creative Corp.
Australia	INKADINKADO	1090286	01-Sep- 2011	1090286	01-Sep- 2011	Simplicity Creative Corp.
			2011		2011	(f/k/a Stitch
						Acquisition
						Corp.)
Australia	IT'S SO EASY IT'S	568418	27-Nov-	568418	06-Oct-	Simplicity
A 11	SIMPLICITY	(2.1002	1991	62.4002	1994	Creative Corp.
Australia	KWIK SEW (Stylized)	624083	03-Mar- 1994	624083	08-Jun- 1995	The McCall Pattern
	KWIK • SEW		1994		1993	Company, Inc.
Australia	MCCALL'S	119653	13-Aug-	119653	13-Aug-	The McCall
	McCall's		1954		1954	Pattern
						Company, Inc.
Australia	PERLER BEADS &	867019	09-Sep-	867019	09-Sep-	Simplicity
	Design		2005		2005	Creative Corp. (f/k/a Stitch
	as all as a second					Acquisition
						Corp.)
Australia	SEE & SEW & Design	309557	25-Jul-1977	309557	25-Jul-1977	The McCall
	See § Sew					Pattern
A , 1'	`	1,05000	10 5 1	1,05000	22.0	Company, Inc.
Australia	SIMPLICITY	1605002	10-Feb- 2014	1605002	22-Oct- 2014	Simplicity Creative Corp.
Australia	SIMPLICITY	679048	23-Nov-	679048	28-Nov-	Simplicity
- 100014114		0,70.10	1995	3,7010	1997	Creative Corp.
Azerbaija	DIMENSIONS	1838069	15-Oct-			Simplicity
n			2024			Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Bahamas	BUTTERICK	9660	05-Dec- 1979	9660	05-Dec- 1979	The McCall Pattern Company, Inc.
Bahamas	SIMPLICITY	11221	15-Feb- 1984	11221	15-Feb- 1984	Simplicity Creative Corp.
Belarus	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Benelux	PERLER	857017	09-Oct- 1995	582574	09-Oct- 1995	Simplicity Creative Corp.
Benelux	SEE & SEW & Design See \Sew	620147	28-Jul-1977	347988	28-Jul-1977	The McCall Pattern Company, Inc.
Benelux	SIMPLICITY	16458	28-Oct- 1971	71916	28-Oct- 1971	Simplicity Creative Corp.
Brazil	MCCALL'S	2967120	09-Apr- 1952	2967120	31-May- 1954	The McCall Pattern Company, Inc.
Brazil	PERLER	831262753	28-Dec- 2011	831262753	10-Feb- 2015	Simplicity Creative Corp.
Brazil	PERLER	831262761	28-Dec- 2011	831262761	10-Feb- 2015	Simplicity Creative Corp.
Brazil	PERLER	831262770	28-Dec- 2011	831262770	24-Feb- 2015	Simplicity Creative Corp.
Brazil	PERLER	831262788	28-Dec- 2011	831262788	13-Jun- 2017	Simplicity Creative Corp.
Brazil	PERLER	831262796	28-Dec- 2011	831262796	24-Feb- 2015	Simplicity Creative Corp.
Canada	"MCCALL'S"	216778	03-Oct- 1952	UCA43822 1	03-Oct- 1952	The McCall Pattern Company, Inc.
Canada	BEAD HINGE MOTIONATORS MAKE YOUR PROJECTS MOVE	1528415	19-May- 2011	TMA87817 1	20-May- 2014	Simplicity Creative Corp.
Canada	BEAD 'N CARRY	1582211	14-Jun- 2012	TMA90454 7	26-May- 2015	Simplicity Creative Corp.

¹ Note to Borrower: The registration numbers provided are not complete- they are missing the "TMA" and "UCA" letters that are part of Canadian registration numbers.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada2	BOHEMIAN	2125840	2021-Aug- 03	TMA13036 09	2025-April- 02	The Lang Companies, Inc.
Canada	BONDEX	218244	26-Jan- 1953	UCA43483	26-Jan- 1953	Simplicity Creative Corp.
Canada	BOW GENIUS	1741414	12-Aug- 2015	TMA99084 5	15-Feb- 2018	Berwick Offray LLC
Canada	BOYE & Design	316775	09-Oct- 1968	TMA17831 1	17-Sep- 1971	Simplicity Creative Corp.
Canada	BUTTERICK	477986	06-Nov- 1981	TMA27369 8	12-Nov- 1982	The McCall Pattern Company, Inc.
Canada	C.R. GIBSON	785551	19-Jun- 1995	TMA49261 7	08-Apr- 1998	C.R. Gibson, LLC
Canada	CONFETTI COLLECTION	1946079	13-Feb- 2019	TMA11796 66	11-May- 2023	C.R. Gibson, LLC
Canada	CREATIVE STATIONERY	741476	15-Nov- 1993	TMA45693	03-May- 1996	C.R. Gibson, LLC
Canada	CROCHET MASTER	1574709	24-Apr- 2012	TMA85969	09-Sep- 2013	Simplicity Creative Corp.
Canada	CURL SWIRLS	1112536	13-Aug- 2001	TMA58889	04-Sep- 2003	Berwick Offray LLC
Canada	DAYDREAMS	1051141	16-Mar- 2000	TMA57031	06-Nov- 2002	Simplicity Creative Corp.
Canada	DIMENSIONS	509236	09-Sep- 1983	TMA29054	04-May- 1984	Simplicity Creative Corp.
Canada	DIMENSIONS LEARN A CRAFT	1800387	14-Sep- 2016	TMA10379 21	08-Jul-2019	Simplicity Creative Corp.
Canada	EGG BLAST	1798606	01-Sep- 2016	TMA10377 06	08-Jul-2019	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
Canada	EZ QUILTING	1651032	06-Nov- 2013	TMA91845	27-Oct- 2015	Simplicity Creative Corp.

² Note to Borrower: According to the Canadian Intellectual Property Office website, these added trademark registrations are active and owned by a Loan Party.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada	FAVORITE FINDINGS	1724795	21-Apr- 2015	TMA94423 5	26-Jul-2016	Berwick Offray LLC (successor in interest to Blumenthal/La nsing, LLC)
Canada	FELTWORKS	1506832	07-Dec- 2010	TMA82717	27-Jun- 2012	Simplicity Creative Corp.
Canada	FITBOOK	1582919	20-Jun- 2012	TMA88193	11-Jul-2014	C.R. Gibson, LLC
Canada	FRIGHT FUN	1660726	22-Jan- 2014	TMA97655	24-Jul-2017	Simplicity Creative Corp.
Canada	HANDMADE EMBROIDERY KIT & Design	1530344	03-Jun- 2011	TMA83434	15-Oct- 2012	Simplicity Creative Corp.
Canada	HEART & HOME	1813871	2016-Dec- 13	TMA10171 30	2019-03-12	The Lang Companies, Inc.
Canada	INKADINKADO	1524115	18-Apr- 2011	TMA85006	01-May- 2013	Simplicity Creative Corp.
Canada	IT'S SO EASY IT'S SIMPLICITY	694465	26-Nov- 1991	TMA40951	12-Mar- 1993	Simplicity Creative Corp.
Canada	KWIK SEW	380038	28-Oct- 1974	TMA21047 7	07-Nov- 1975	The McCall Pattern Company, Inc.
Canada	LIL' TOTS & Design	1367831	17-Oct- 2007	TMA78161	04-Nov- 2010	Simplicity Creative Corp.
Canada	LION	666724	19-Sep- 1990	TMA39176	13-Dec- 1991	Berwick Offray LLC
Canada	LION RIBBON CO. INC.	785611	19-Jun- 1995	TMA46600 3	13-Nov- 1996	Berwick Offray LLC (successor in interest to Berwick Delaware, Inc.)
Canada	LITTLE CHEFS IN THE KITCHEN	2217394	20-Oct- 2022			C.R. Gibson, LLC
Canada	LOVE KNOT BUBBLE WANDS	1521350	29-Mar- 2011	TMA81873	29-Feb- 2012	Simplicity Creative Corp.
Canada	LUMINESQUE	1112537	13-Aug- 2001	TMA57956 5	15-Apr- 2003	Berwick Offray LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada	MARKINGS (Stylized)	714180	06-Oct- 1992	TMA42430 6	04-Mar- 1994	C.R. Gibson, LLC
Canada	NEEDLEMASTER	1574702	24-Apr- 2012	TMA85968	09-Sep- 2013	Simplicity Creative Corp.
Canada	NEW LOOK	1506311	02-Dec- 2010	TMA82375	10-May- 2012	Simplicity Creative Corp.
Canada	OFFRAY	666723	19-Sep- 1990	TMA39062 8	22-Nov- 1991	Berwick Offray LLC
Canada	PAPER MAGIC GROUP & Design PAPER MAGIC GROUP	1104879	30-May- 2001	TMA73272 0	20-Jan- 2009	Paper Magic Group, LLC (Paper Magic Group, Inc.)
Canada	PENCIL WORKS & Design	1537896	01-Aug- 2011	TMA84812 6	09-Apr- 2013	Simplicity Creative Corp.
Canada	PERLER	1554556	01-Dec- 2011	TMA98333	23-Oct- 2017	Simplicity Creative Corp.
Canada	POCKETS & PEEKERS & Design	1806731	27-Oct- 2016	TMA10384 09	09-Jul-2019	Berwick Offray LLC
Canada	QUINCEANERA	1576689	07-May- 2012	TMA86299	21-Oct- 2013	Simplicity Creative Corp.
Canada	ROUND & WOOLIES	1764806	25-Jan- 2016	TMA95838	19-Dec- 2016	Simplicity Creative Corp.
Canada	SAVE MONEY MEND & REPAIR	1678097	22-May- 2014	TMA97138	23-May- 2017	Simplicity Creative Corp.
Canada	SEE & SEW & Design See & Sew	414451	18-Aug- 1977	TMA23650	12-Oct- 1979	The McCall Pattern Company, Inc.
Canada	SENSATHREAD	1605550	07-Dec- 2012	TMA95741 8	07-Dec- 2016	Simplicity Creative Corp.
Canada	SHEER ELEGANCE	1517958	07-Mar- 2011	TMA87303	11-Mar- 2014	Berwick Offray LLC
Canada	SIMPLICITY	180404	04-Dec- 1941	UCA17780	04-Dec- 1941	Simplicity Creative Corp.
Canada	SIMPLICITY	594517	30-Oct- 1987	TMA36539	16-Feb- 1990	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada	SIMPLICITY	147950	11-Jun- 1929	TMA47556	18-Sep- 1929	Simplicity Creative Corp.
Canada	SIMPLY GROSGRAIN	1341050	27-Mar- 2007	TMA72781	05-Nov- 2008	Berwick Offray LLC (successor in interest to Berwick Delaware, Inc)
Canada	SOFT AND EASY	1627601	21-May- 2013	TMA93853	20-May- 2016	Simplicity Creative Corp.
Canada	STARTING POINTS	1676057	07-May- 2014	TMA99237	13-Mar- 2018	Simplicity Creative Corp.
Canada	STICKER TREATS	1509184	23-Dec- 2010	TMA81855	28-Feb- 2012	Paper Magic Group, LLC (Paper Magic Group, Inc.)
Canada	STYLISH ACCENTS	1517957	07-Mar- 2011	TMA81858	28-Feb- 2012	Berwick Offray LLC
Canada	TAPESTRY BY C.R. GIBSON	1520876	25-Mar- 2011	TMA84267 6	07-Feb- 2013	C.R. Gibson, LLC
Canada	TATTOO TREATS	1509185	23-Dec- 2010	TMA81137	08-Nov- 2011	Paper Magic Group, LLC (Paper Magic Group, Inc.)
Canada	THE GOLD COLLECTION & Design GOLD COLLECTION	1531739	15-Jun- 2011	TMA83435	15-Oct- 2012	Simplicity Creative Corp.
Canada	THE GOLD COLLECTION PETITES & Design GOLD COLLECTION	1531746	15-Jun- 2011	TMA83435 2	15-Oct- 2012	Simplicity Creative Corp.
Canada	THE LORD IS MY SHEPHERD	1882398	2018-Feb- 09	TMA10878 00	2020-Nov- 17	The Lang Companies, Inc.
Canada	THE PERFECT BOW	549713	24-Sep- 1985	TMA39572	20-Mar- 1992	Berwick Offray LLC
Canada	THE WORLD'S MOST BEAUTIFUL RIBBONS	528009	07-Sep- 1984	TMA30545 9	02-Aug- 1985	Berwick Offray LLC (successor in interest to Berwick Delaware, Inc.)

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada	TL TURNER LICENSING & Design	1388033	2008-Mar- 19	TMA82556 2	2012-Jun- 05	The Lang Companies, Inc.
Canada	TURNER LICENSING	1388032	2008-Mar- 19	TMA82556 3	2012-Jun- 05	The Lang Companies, Inc.
Canada	TURNER LICENSING	1996456	2019-Nov- 18			The Lang Companies, Inc.
Canada	WALLIES	1269112	18-Aug- 2005	TMA67161 1	30-Aug- 2006	The McCall Pattern Company, Inc.
Canada	WALLPLAY (Stylized)	1447137	05-Aug- 2009	TMA79074 2	15-Feb- 2011	The McCall Pattern Company, Inc.
Canada	WOMAN FANCIFUL & NEEDLE DESIGN	0760455	1994-Jul-29	TMA44962 6	1995-Nov- 03	The McCall Pattern Company, Inc.
Canada	WRIGHTS	360974	01-Feb- 1973	TMA20618	27-Mar- 1975	Simplicity Creative Corp.
Canada	WRIGHT'S	301319	07-Dec- 1966	TMA16253	02-May- 1969	Simplicity Creative Corp.
China (People's Republic)	BERWICK	6591525	12-Mar- 2008	6591525	28-Nov- 2011	Berwick Offray LLC
China (People's Republic)	ВОҮЕ	8602129	24-Aug- 2010	8602129	07-Sep- 2011	Simplicity Creative Corp.
China (People's Republic)	BOYE	8606362	25-Aug- 2010	8606362	14-Sep- 2011	Simplicity Creative Corp.
China (People's Republic)	BUTTERICK	714534	26-May- 1993	714534	07-Nov- 2014	The McCall Pattern Company, Inc.
China (People's Republic)	C.R. GIBSON	6606003	19-Mar- 2008	6606003	28-Mar- 2010	C.R. Gibson, LLC
China (People's Republic)	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
China (People's Republic)	INKADINKADO	1090286	01-Sep- 2011	1090286	01-Sep- 2011	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
China (People's Republic)	MCCALL'S McCall's	39145738A	27-Jun- 2019	39145738A	07-Jul-2020	The McCall Pattern Company, Inc.
China (People's Republic)	MCCALL'S (Chinese Characters) 美开乐	39145739A	27-Jun- 2019	39145739A	07-Jul-2020	The McCall Pattern Company, Inc.
China (People's Republic)	PAPER MAGIC GROUP	6610294	21-Mar- 2008	6610294	14-Apr- 2010	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
China (People's Republic)	PAPER MAGIC GROUP	6610295	21-Mar- 2008	6610295	28-Aug- 2010	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
China (People's Republic)	PAPER MAGIC GROUP & Design PAPER MAGIC GROUP	6610298	21-Mar- 2008	6610298	28-Aug- 2010	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
China (People's Republic)	PERLER	1124321	15-Sep- 2011			Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
China (People's Republic)	SIMPLICITY	3026171	28-Nov- 2001	3026171	21-Jan- 2005	Simplicity Creative Corp.
China (People's Republic)	SIMPLICITY	8570468	13-Aug- 2010	8570468	28-Aug- 2011	Simplicity Creative Corp.
China (People's Republic)	SIMPLICITY (Chinese Characters)	863534	30-Aug- 1994	863534	14-Aug- 1996	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
China (People's Republic)	WALLIES	892724	20-Jul-2006	892724	20-Jul-2006	The McCall Pattern Company, Inc.
China (People's Republic)	WALLIES (Chinese Character) 瓦里斯	17026286	25-May- 2015	17026286	28-Jul-2016	The McCall Pattern Company, Inc.
China (People's Republic)	WALLIES (Chinese Character) 瓦里斯	17026287	25-May- 2015	17026287	28-Jul-2016	The McCall Pattern Company, Inc.
China (People's Republic)	WRIGHTS	8602148	24-Aug- 2010	8602148	07-Sep- 2011	Simplicity Creative Corp.
Czech Republic	MCCALL'S	65970	17-Jan- 1992	175690	11-Apr- 1994	The McCall Pattern Company, Inc.
Denmark	BUTTERICK	199301723	15-Mar- 1993	199304430	18-Jun- 1993	The McCall Pattern Company, Inc.
Denmark	KWIK SEW & Design	199102782	18-Apr- 1991	199203651	01-May- 1992	The McCall Pattern Company, Inc.
Denmark	MCCALL'S	195300824	10-Apr- 1953	195300941	08-Aug- 1953	The McCall Pattern Company, Inc.
Denmark	SEE & SEW & Design See \Sew	1977/03094	26-Jul-1977	1978/00401	03-Feb- 1978	The McCall Pattern Company, Inc.
European Union (Commun ity) 3	AMERICAN CAT	1046808	11-Oct- 2021	18574444	29-Jan- 2022	The Lang Companies, Inc.
European Union (Commun ity)	ARTISAN BY LANG and Design	1046808	16-Sep- 2020	18308973	11-Mar- 2021	The Lang Companies, Inc.

³ Note to Borrower: According to the EU Intellectual Property Office, these added trademark registrations are active and owned by a Loan Party.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
European Union (Commun ity)	BERWICK OFFRAY LLC	5210554	20-Jul-2006	5210554	13-Dec- 2007	Berwick Offray LLC
European Union (Commun ity)	BOYE & Design	146662	01-Apr- 1996	146662	09-Dec- 2004	Simplicity Creative Corp.
European Union (Commun ity)	Boye (Stylized) Boye	146605	01-Apr- 1996	146605	09-Dec- 2004	Simplicity Creative Corp.
European Union (Commun ity)	BUTTERICK	15817323	09-Sep- 2016	15817323	17-Feb- 2017	The McCall Pattern Company, Inc.
European Union (Commun ity)	DIMENSIONS	3732997	19-Mar- 2004	3732997	23-Sep- 2005	Simplicity Creative Corp.
European Union (Commun ity)	FIELD GUIDE	1046808	17-Jun- 2021	18495758	14-Oct- 2021	The Lang Companies, Inc.
European Union (Commun ity)	KWIK SEW	15860869	23-Sep- 2016	15860869	31-Oct- 2017	The McCall Pattern Company, Inc.
European Union (Commun ity)	MCCALL'S	186866	01-Apr- 1996	186866	25-Nov- 1998	The McCall Pattern Company, Inc.
European Union (Commun ity)	NEW LOOK	707125	19-Dec- 1997	707125	17-Dec- 1999	Simplicity Creative Corp.
European Union (Commun ity)	PAINTWORKS	807677	21-Apr- 1998	807677	29-Feb- 2000	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
European Union (Commun ity)	PERLER BEADS	9868671	05-Apr- 2011	9868671	08-Sep- 2011	Simplicity Creative Corp.
European Union (Commun ity)	PERLER BEADS & Design PERLER BEADS	867019	09-Sep- 2005	867019	09-Sep- 2005	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
European Union (Commun ity)	SIMPLICITY	1092691	02-Mar- 1999	1092691	07-Jun- 2000	Simplicity Creative Corp.
European Union (Commun ity)	SIMPLICITY	5078341	16-May- 2006	5078341	16-Jul-2007	Simplicity Creative Corp.
European Union (Commun ity)	WALLIES	892724	20-Jul-2006	892724	20-Jul-2006	The McCall Pattern Company, Inc.
European Union (Commun ity)	WRIGHTS	146696	01-Apr- 1996	146696	16-Jul-1999	Simplicity Creative Corp.
Finland	BUTTERICK	199300656	17-Feb- 1993	130329	20-Jan- 1994	The McCall Pattern Company, Inc.
Finland	KWIK-SEW	199006205	29-Nov- 1990	118996	04-May- 1992	The McCall Pattern Company, Inc.
France	C.R. GIBSON	278460	05-Apr- 1991	1654272	05-Apr- 1991	C.R. Gibson, LLC
France	MCCALL'S	872505	14-Aug- 1987	1422861	14-Aug- 1987	The McCall Pattern Company, Inc.
France	PERLER	95592456	16-Oct- 1995	95592456	16-Oct- 1995	Simplicity Creative Corp.
France	SEE & SEW & Design See \Sew	1418337	15-Jul-1987	1418337	15-Jul-1987	The McCall Pattern Company, Inc.

		Application	Filing Date	Dagistratio	Registratio	
Country	Mark	No.	Filling Date	Registratio n No.	n Date	Owner
Germany	BUTTERICK	60644	25-Jun- 1990	652052	10-Dec- 1992	The McCall Pattern Company, Inc.
Germany	PERLER	395421438	17-Oct- 1995	39542143	16-Oct- 1995	Simplicity Creative Corp.
Germany	SEE & SEW & Design	29546	26-Aug- 1977	976030	04-Sep- 1978	The McCall Pattern Company, Inc.
Hong Kong	DIMENSIONS	306703335	24-Oct- 2024	306703335	07-Mar- 2025	Simplicity Creative Corp.
Hong Kong	SIMPLICITY	1998B0402 2	14-Apr- 1994	1998B0402 2	27-Apr- 1998	Simplicity Creative Corp.
Hungary	SIMPLICITY	M7801013	27-Jul-1948	120499		Simplicity Creative Corp.
Int'l Registrati on	BUTTERICK	1346712	22-Sep- 2016	1346712	22-Sep- 2016	The McCall Pattern Company, Inc.
Int'l Registrati on - Madrid Agreemen t / Protocol	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Int'l Registrati on - Madrid Agreemen t / Protocol	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Int'l Registrati on - Madrid Agreemen t / Protocol	FITBOOK	1127749	19-Jun- 2012	1127749	19-Jun- 2012	C.R. Gibson, LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Int'l Registrati on - Madrid Agreemen t / Protocol	INKADINKADO	1090286	01-Sep- 2011	1090286	01-Sep- 2011	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Int'l Registrati on - Madrid Agreemen t / Protocol	MCCALL'S MCCALL'S	1351219	22-Sep- 2016	1351219	22-Sep- 2016	The McCall Pattern Company, Inc.
Int'l Registrati on - Madrid Agreemen t / Protocol	PERLER	1124321	15-Sep- 2011	1124321	15-Sep- 2011	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Int'l Registrati on - Madrid Agreemen t / Protocol	PERLER BEADS & Design	867019	09-Sep- 2005	867019	09-Sep- 2005	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Int'l Registrati on - Madrid Agreemen t / Protocol	WALLIES	892724	20-Jul-2006	892724	20-Jul-2006	The McCall Pattern Company, Inc.
Ireland	SEE & SEW & Design See \Sew	107476	12-Aug- 1977	107476	12-Aug- 1977	The McCall Pattern Company, Inc.
Ireland	SIMPLICITY	70023	24-Jun- 1965	70023	24-Jun- 1965	Simplicity Creative Corp.
Italy	MCCALL'S	362024000 129625	18-Feb- 1994	362024000 129625	18-Sep- 1996	The McCall Pattern Company, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Italy	SEE & SEW & Design See & Sew	302007901 547909	03-Aug- 2007	1272847	16-Apr- 2010	The McCall Pattern Company, Inc.
Japan	BOYE & Design	1990- 074255	02-Jul-1990	2502154	26-Feb- 1993	Simplicity Creative Corp.
Japan	BUTTERICK	05-79105	28-Jul-1993	4007509	06-Jun- 1997	The McCall Pattern Company, Inc.
Japan	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Japan	FITBOOK	1127749	19-Jun- 2012	1127749	19-Jun- 2012	C.R. Gibson, LLC
Japan	MCCALL'S	118470/199 6	18-Oct- 1996	4315207	17-Sep- 1999	The McCall Pattern Company, Inc.
Japan	PERLER	H07- 105688	16-Oct- 1995	4002161	23-May- 1997	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)
Japan	PERLER	2011- 034639	20-May- 2011	5462960	13-Jan- 2012	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)
Japan	PERLER (Japanese Characters)	2011-34641	20-May- 2011	5462962	13-Jan- 2012	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Japan	PERLER BEADS	2011-34640	20-May- 2011	5462961	13-Jan- 2012	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)
Japan	PERLER BEADS & Design	867019	09-Sep- 2005	867019	09-Sep- 2005	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Japan	PERLER BEADS (Japanese Characters)	2011-34642	20-May- 2011	5462963	13-Jan- 2012	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)
Kazakhsta n	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Korea, Democrat ic People's Republic of	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Korea, Republic of	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Korea, Republic of	PERLER	1124321	15-Sep- 2011	1124321	15-Sep- 2011	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Korea, Republic of	WALLIES	892724	20-Jul-2006	892724	20-Jul-2006	The McCall Pattern Company, Inc.
Kyrgyz Republic	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Malaysia	SIMPLICITY	202000501 7	11-Mar- 2020			Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Malaysia	SIMPLICITY	202000502 0	11-Mar- 2020			Simplicity Creative Corp.
Mexico	BERWICK	112798	20-Jun- 1991	420876	28-Aug- 1992	Berwick Offray LLC
Mexico	BUTTERICK	1346712	22-Sep- 2016	1346712	03-Mar- 2022	The McCall Pattern Company, Inc.
Mexico	C.R. GIBSON	117520	05-Jul-1991	459818	10-May- 1994	C.R. Gibson, LLC
Mexico	C.R. GIBSON	117518	05-Jul-1991	472573	07-Sep- 1994	C.R. Gibson, LLC
Mexico	CURL SWIRLS	519412	23-Nov- 2001	730531	29-Jan- 2002	Berwick Offray LLC (successor in interest to Berwick Industries LLC)
Mexico	DIMENSIONS	1216405	30-Sep- 2011	1269350	20-Feb- 2012	Simplicity Creative Corp.
Mexico	DIMENSIONS	1216387	30-Sep- 2011	1290763	13-Jun- 2012	Simplicity Creative Corp.
Mexico	FIREWORKS	519411	23-Nov- 2001	730530	29-Jan- 2002	Berwick Offray LLC
Mexico	FLORA-SATIN	112799	13-May- 1991	433755	30-Apr- 1993	Berwick Offray LLC
Mexico	IT'S SO EASY IT'S SIMPLICITY	713790	22-Apr- 2005	889401	28-Jun- 2005	Simplicity Pattern Co. Inc.
Mexico	LITTLE CHEFS IN THE KITCHEN	2835476	20-Oct- 2022	2510743	20-Feb- 2023	C.R. Gibson, LLC
Mexico	LITTLE CHEFS IN THE KITCHEN	2835480	20-Oct- 2022	2510744	20-Feb- 2023	C.R. Gibson, LLC
Mexico	LITTLE CHEFS IN THE KITCHEN	2835484	20-Oct- 2022	2510745	20-Feb- 2023	C.R. Gibson, LLC
Mexico	LITTLE CHEFS IN THE KITCHEN	2835487	20-Oct- 2022	2510746	14-Nov- 2023	C.R. Gibson, LLC
Mexico	MCCALL'S	501985	07-Nov- 1952	72758	01-Mar- 1953	The McCall Pattern Company, Inc.
Mexico	MCCALL'S	56657	07-Nov- 1952	73269	16-Apr- 1953	The McCall Pattern Company, Inc.
Mexico	NEWLOOK	691287	03-Dec- 2004	992159	12-Jul-2007	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Mexico	OFFRAY (Stylized)	234349	13-Jun- 1995	545973	17-Apr- 1997	Lion Ribbon Company, LLC (f/k/a Lion Ribbon Company, Inc.)
Mexico	PERLER	1237613	16-Dec- 2011	1288062	29-May- 2012	Simplicity Creative Corp.
Mexico	PERLER	1237570	16-Dec- 2011	1288050	29-May- 2012	Simplicity Creative Corp.
Mexico	PERLER	1237612	16-Dec- 2011	1288061	29-May- 2012	Simplicity Creative Corp.
Mexico	PERLER	1237615	16-Dec- 2011	1290004	11-Jun- 2012	Simplicity Creative Corp.
Mexico	PERLER	1237616	16-Dec- 2011	1339538	17-Dec- 2012	Simplicity Creative Corp.
Mexico	PERLER	1237618	16-Dec- 2011	1339539	17-Dec- 2012	Simplicity Creative Corp.
Mexico	SIMPLICITY	226773	10-Mar- 1995	511384	29-Nov- 1995	Simplicity Creative Corp.
Mexico	SPLENDORETTE	112800	13-May- 1991	433756	30-Apr- 1993	Berwick Offray LLC
Mexico	VELTEX	111569	24-Apr- 1991	422873	29-Sep- 1992	Berwick Offray LLC
Mexico	WRAPHIA	519410	23-Nov- 2001	730529	29-Jan- 2002	Berwick Offray LLC (successor in interest to Berwick Industries LLC)
New Zealand	BUTTERICK	1346712	22-Sep- 2016	1346712	22-Sep- 2016	The McCall Pattern Company, Inc.
New Zealand	C.R. GIBSON	208761	11-Mar- 1991	208761	24-Mar- 1997	C.R. Gibson, LLC
New Zealand	C.R. GIBSON	208763	11-Mar- 1991	208763	24-Mar- 1997	C.R. Gibson, LLC
New Zealand	C.R. GIBSON	208762	11-Mar- 1991	208762	26-Nov- 1996	C.R. Gibson, LLC
New Zealand	Dancing Needle Design	232523	01-Mar- 1995	232523	19-Jun- 1997	The McCall Pattern Company, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
New Zealand	DIMENSIONS	148799	07-Sep- 1983	148799	30-Apr- 1987	Simplicity Creative Corp.
New Zealand	IT'S SO EASY IT'S SIMPLICITY	214735	27-Nov- 1991	214735	26-Jul-1996	Simplicity Creative Corp.
New Zealand	KWIK SEW	110112	29-Oct- 1974	110112	01-Apr- 1976	The McCall Pattern Company, Inc.
New Zealand	KWIK SEW	249823	06-Jun- 1995	249823	19-Jun- 1997	The McCall Pattern Company, Inc.
New Zealand	MCCALL'S	1351219	22-Sep- 2016	1351219	22-Sep- 2016	The McCall Pattern Company, Inc.
New Zealand	PERLER	853414	05-Dec- 2011	853414	06-Jun- 2012	Simplicity Creative Corp.
New Zealand	SIMPLICITY	992268	10-Feb- 2014	992268	06-Jan- 2015	Simplicity Creative Corp.
New Zealand	SIMPLICITY	56672	27-Jun- 1955	56672	24-Jul-1958	Simplicity Creative Corp.
Norway	BUTTERICK	19842395	10-Jul-1984	121092	23-May- 1985	The McCall Pattern Company, Inc.
Norway	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Norway	McCall's McCalls	52027	16-Jan- 1953	42376	16-Jan- 1953	The McCall Pattern Company, Inc.
Norway	SIMPLICITY	159849	07-Nov- 1991	159849	04-Nov- 1993	Simplicity Pattern Co. Inc.
Poland	MCCALL'S	105030	14-Jan- 1992	77316	05-Mar- 1994	The McCall Pattern Company, Inc.
Poland	SIMPLICITY	137831	09-Sep- 1994	100929	03-Mar- 1998	Simplicity Creative Corp.
Portugal	MCCALL'S	125247	16-Apr- 1953	125247	03-Jul-1954	The McCall Pattern Company, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Romania	MCCALL'S	026563	24-Mar- 1992	018462	24-Mar- 1992	The McCall Pattern Company, Inc.
Russian Federatio n	DIMENSIONS	1020313	02-May- 2023	1020313	08-May- 2024	Simplicity Creative Corp.
Russian Federatio n	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Russian Federatio n	SIMPLICITY	94032894	16-Sep- 1994	137075	25-Jan- 1996	Simplicity Pattern Co. Inc.
Russian Federatio n	SIMPLICITY	201072496 7	02-Aug- 2010	437357	17-May- 2011	Simplicity Pattern Co. Inc.
Singapore	BUTTERICK	1346712	22-Sep- 2016	1346712	22-Sep- 2016	The McCall Pattern Company, Inc.
Singapore	DIMENSIONS	1131286	16-Jan- 2012	1131286	16-Jan- 2012	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Singapore	PERLER	1124321	15-Sep- 2011	1124321	15-Sep- 2011	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Singapore	SIMPLICITY	T6537425B	06-Jul-1965	T6537425B	06-Jul-1965	Simplicity Pattern Co. Inc.
Slovakia	MCCALL'S	65970	17-Jan- 1992	173895	20-Feb- 1995	The McCall Pattern Company, Inc.
South Africa	BUTTERICK	2016/27104	22-Sep- 2016	2016/27104	28-Dec- 2017	The McCall Pattern Company, Inc.
South Africa	MCCALL'S	1992/02660	24-Mar- 1994	1992/02660	30-Mar- 1992	The McCall Pattern Company, Inc.
South Africa	MCCALL'S	1992/02662	07-Sep- 1995	1992/02662	30-Mar- 1992	The McCall Pattern Company, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
South Africa	NEW LOOK	1987/09556	23-Nov- 1987	1987/09556	20-Dec- 1989	Simplicity Creative Corp.
South Africa	PERLER	2012/20954	03-Aug- 2012	3259870	24-Dec- 2014	Simplicity Creative Corp.
South Africa	PERLER	2012/20955	03-Aug- 2012	3259870A	24-Dec- 2014	Simplicity Creative Corp.
South Africa	PERLER	2012/20956	03-Aug- 2012	3259870B	24-Dec- 2014	Simplicity Creative Corp.
South Africa	SEE & SEW & Design See & Sew	1977/03204	27-Jul-1977	1977/03204	04-Aug- 1978	The McCall Pattern Company, Inc.
South Africa	SEWING TODAY	1993/11611	07-Dec- 1993	1993/11611	20-Jan- 1997	The McCall Pattern Company, Inc.
South Africa	SIMPLICITY	732/57	09-Mar- 1957	732/57	31-Dec- 1958	Simplicity Creative Corp.
Sweden	SEE & SEW & Design See & Sew	1901/63383	10-Aug- 1977	163383	19-May- 1978	The McCall Pattern Company, Inc.
Switzerla nd	BUTTERICK	1346712	22-Sep- 2016	1346712	22-Sep- 2016	The McCall Pattern Company, Inc.
Switzerla nd	MCCALL'S MCCALL'S	450/1994	21-Jan- 1994	420052	15-Dec- 1995	The McCall Pattern Company, Inc.
Switzerla nd	PERLER	11786/1995	10-Oct- 1995	433448	27-Nov- 1996	Simplicity Creative Corp.
Switzerla nd	PERLER BEADS & Design PERLER PERLER BEADS	867019	09-Sep- 2005	867019	09-Sep- 2005	Simplicity Creative Corp. (f/k/a Stitch Acquisition Corp.)
Switzerla nd	SEE & SEW & Design See & Sew	3886/1977	04-Aug- 1977	290978	16-Dec- 1977	The McCall Pattern Company, Inc.
Taiwan	BUTTERICK	82006327	19-Feb- 1993	632723	16-Feb- 1994	The McCall Pattern Company, Inc.
Taiwan	DIMENSIONS	113073363	23-Oct- 2024			Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Taiwan	OFFRAY (Stylized)	87005108	09-Feb- 1998	868521	16-Sep- 1999	Lion Ribbon Company, LLC (f/k/a Lion Ribbon Company, Inc.)
Taiwan	PERLER BEADS & Design PERLER BEADS & PERLER BEADS	94043432	09-Sep- 2005	1214455	16-Jun- 2006	Simplicity Creative Corp. (successor in interest to Dimensions Crafts LLC)
Taiwan	SIMPLICITY	83055605	29-Aug- 1994	686308	01-Aug- 1995	Simplicity Creative Corp.
Thailand	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Ukraine	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
United Kingdom	ARTISAN BY LANG and Design	3534118	16-Sep- 2020	3534118	05-Feb- 2021	The Lang Companies, Inc.
United Kingdom	BERWICK OFFRAY LLC	905210554	20-Jul-2006	905210554	13-Dec- 2007	Berwick Offray LLC
United Kingdom	BOHEMIAN	3676241	02-Aug- 2021	3676241	26-Nov- 2021	The Lang Companies, Inc.
United Kingdom	BOYE & Design	900146662	01-Apr- 1996	900146662	09-Dec- 2004	Simplicity Creative Corp.
United Kingdom	BOYE & Design	931663	01-Oct- 1968	931663	01-Oct- 1968	Simplicity Creative Corp.
United Kingdom	BOYE (Stylized) Boye	900146605	01-Apr- 1996	900146605	09-Dec- 2004	Simplicity Creative Corp.
United Kingdom	BUTTERICK	812752	01-Nov- 1960	812752	01-Nov- 1960	The McCall Pattern Company, Inc.

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United Kingdom	BUTTERICK	915817323	09-Sep- 2016	915817323	17-Feb- 2017	The McCall Pattern Company, Inc.
United Kingdom	BUTTERICK	3180328	15-Aug- 2016	3180328	09-Dec- 2016	The McCall Pattern Company, Inc.
United Kingdom	COLORING FOR A CAUSE	3185455	13-Sep- 2016	3185455	16-Dec- 2016	The Lang Companies, Inc.
United Kingdom	COLORING FOR A CAUSE	915825177	13-Sep- 2016	915825177	02-Feb- 2017	The Lang Companies, Inc.
United Kingdom	DIMENSIONS	903732997	19-Mar- 2004	903732997	23-Sep- 2005	Simplicity Creative Corp.
United Kingdom	INKADINKADO	801090286	01-Sep- 2011	801090286	31-Jul-2012	Simplicity Creative Corp.
United Kingdom	FOUR SEASONS	909265604	22-Jul-2010	909265604	03-Jan- 2011	The Lang Companies, Inc.
United Kingdom	HEART & HOME	916158222	13-Dec- 2016	916158222	16-Jan- 2019	The Lang Companies, Inc.
United Kingdom	IT'S SO EASY IT'S SIMPLICITY	1483359	22-Nov- 1991	1483359	19-Jan- 1996	Simplicity Creative Corp.
United Kingdom	KWIK SEW	915860869	23-Sep- 2016	915860869	31-Oct- 2017	The McCall Pattern Company, Inc.
United Kingdom	KWIK SEW PATTERN CO., INC. & Design	1198377	24-Jun- 1983	1198377	24-Jun- 1983	The McCall Pattern Company, Inc.
United Kingdom	LANG	906871321	18-Apr- 2008	906871321	14-Aug- 2009	The Lang Companies, Inc.
United Kingdom	LANG AMERICAN CAT	3735387	21-Dec- 2021	3735387	25-Mar- 2022	The Lang Companies, Inc.
United Kingdom	LANG logo and Design	906882005	18-Apr- 2008	906882005	11-Nov- 2009	The Lang Companies, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United Kingdom	McCall's	900186866	01-Apr- 1996	900186866	25-Nov- 1998	The McCall Pattern Company, Inc.
United Kingdom	MCCALL'S McCalls	1044872	10-Apr- 1975	1044872	10-Apr- 1975	The McCall Pattern Company, Inc.
United Kingdom	NEW LOOK	900707125	19-Dec- 1997	900707125	17-Dec- 1999	Simplicity Creative Corp.
United Kingdom	PAINTWORKS	900807677	21-Apr- 1998	900807677	29-Feb- 2000	Simplicity Creative Corp.
United Kingdom	PERLER BEADS	909868671	05-Apr- 2011	909868671	08-Sep- 2011	Simplicity Creative Corp.
United Kingdom	PERLER BEADS & Design PERLER BEADS	800867019	09-Sep- 2005	800867019	30-Oct- 2006	Simplicity Creative Corp.
United Kingdom	PERLER BEADS & Design	1463926	09-May- 1991	1463926	30-Jul-1993	Simplicity Creative Corp.
United Kingdom	SIMPLICITY	676635	01-Feb- 1949	676635	01-Feb- 1949	Simplicity Creative Corp.
United Kingdom	SIMPLICITY	901092691	02-Mar- 1999	901092691	07-Jun- 2000	Simplicity Creative Corp.
United Kingdom	SIMPLICITY	905078341	16-May- 2006	905078341	16-Jul-2007	Simplicity Creative Corp.
United Kingdom	SKYZ BY LANG	3446358	22-Nov- 2019	3446358	27-Mar- 2020	The Lang Companies, Inc.
United Kingdom	SKYZ BY LANG	918156499	22-Nov- 2019	918156499	24-Jun- 2020	The Lang Companies, Inc.
United Kingdom	THE LORD IS MY SHEPHERD	3285529	26-Jan- 2018	3285529	27-Apr- 2018	The Lang Companies, Inc.
United Kingdom	THE LORD IS MY SHEPHERD	917736166	26-Jan- 2018	917736166	30-Jun- 2018	The Lang Companies, Inc.

		Application	Filing Date	Registratio	Registratio	
Country	Mark	No.	Timing Date	n No.	n Date	Owner
United	TURNING	918154322	18-Nov-	918154322	22-May-	The Lang
Kingdom	LICENSING	71013 1322	2019	71013 1322	2020	Companies,
8						Inc.
United	TURNING	3444934	18-Nov-	3444934	27-Mar-	The Lang
Kingdom	LICENSING		2019		2020	Companies,
_						Inc.
United	WALLIES	800892724	20-Jul-2006	800892724	23-Jul-2007	The McCall
Kingdom						Pattern
						Company, Inc.
United	WRIGHTS	900146696	01-Apr-	900146696	16-Jul-1999	Simplicity
Kingdom			1996			Creative Corp.
United	BALENE	73520848	05-Feb-	1358165	03-Sep-	Simplicity
States of			1985		1985	Creative Corp.
America	DEAD IN CARDY	05574165	20 Mar	4314564	02 4	C:1:-:4
United States of	BEAD 'N CARRY	85574165	20-Mar- 2012	4314364	02-Apr- 2013	Simplicity Creative Corp.
America			2012		2013	Creative Corp.
United	BERWICK	76048649	16-May-	2495907	09-Oct-	Berwick Offray
States of	DLKWICK	70040047	2000	2473701	2001	LLC
America			2000		2001	LLC
United	BERWICK (Stylized)	76048648	16-May-	2495906	09-Oct-	Berwick Offray
States of			2000		2001	LLC
America	BERWICK					
United	BETSY MCCALL	75045489	18-Jan-	2017916	19-Nov-	The McCall
States of			1996		1996	Pattern
America						Company, Inc.
United	BETSY MCCALL	75045490	18-Jan-	2058417	29-Apr-	The McCall
States of			1996		1997	Pattern
America						Company, Inc.
United	BLACK LABEL	88585175	20-Aug-	6212253	01-Dec-	Berwick Offray
States of			2019		2020	LLC
America United	DITIMENTUAT	79266222	11 Eab	2010641	01-Nov-	Domyiol Office
States of	BLUMENTHAL LANSING COMPANY	78366332	11-Feb- 2004	3010641	01-Nov- 2005	Berwick Offray LLC
America	LANSING COMPANT		200 4		2003	LLC
United	BONDEX (Stylized)	73147953	09-Nov-	1117715	08-May-	Simplicity
States of	· -	73147733	1977	111//13	1979	Creative Corp.
America	bondex					Crount Corp.
United	BOW GENIUS	86686935	08-Jul-2015	5050920	27-Sep-	Berwick Offray
States of					2016	LLC
America						

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Country	IVIAIK	NO.		II NO.	II Date	Owner
United	BOYE	72306837	09-Sep-	908314	23-Feb-	Simplicity
States of			1968		1971	Creative Corp.
America						
United	BOYE & Design	72152276	31-Aug-	757410	24-Sep-	Simplicity
States of			1962		1963	Creative Corp.
America	Boye					
United	BUNDLE OF LOVE	98456782	19-Mar-			C.R. Gibson,
States of			2024			LLC
America						
United	BUTTERICK	75781619	14-Aug-	2357690	13-Jun-	The McCall
States of			1999		2000	Pattern
America						Company, Inc.
United	BUTTERICK	86953300	25-Mar-	5800669	09-Jul-2019	The McCall
States of			2016			Pattern
America	COC O Darian	0.6710570	07. 4	4000707	00 E-1-	Company, Inc.
United States of	C&G & Design	86718578	07-Aug- 2015	4898727	09-Feb- 2016	Berwick Offray LLC
America	CEG		2013		2016	LLC
United	C. R. GIBSON BABY	88392053	18-Apr-	5959201	14-Jan-	C.R. Gibson,
States of	C. K. GIDSON BAD I	00372033	2019	3737201	2020	LLC
America			2019		2020	LLC
United	C. R. GIBSON BABY	88391910	18-Apr-	6070682	02-Jun-	C.R. Gibson,
States of			2019		2020	LLC
America						
United	C. R. GIBSON BABY	88391919	18-Apr-	6070683	02-Jun-	C.R. Gibson,
States of			2019		2020	LLC
America						
United	C. R. GIBSON BABY	88391960	18-Apr-	6070684	02-Jun-	C.R. Gibson,
States of			2019		2020	LLC
America						
United	C. R. GIBSON BABY	88391974	18-Apr-	6070685	02-Jun-	C.R. Gibson,
States of			2019		2020	LLC
America	C.D. CIDGON	72405447	1.5 T	1411047	20 G	C.D. C.I
United	C.R. GIBSON	73485447	15-Jun-	1411247	30-Sep-	C.R. Gibson,
States of			1984		1986	LLC
America	C D CIDCON	72026455	06 Nov	1617662	16 Oct	C D Cibeen
United States of	C.R. GIBSON	73836455	06-Nov-	1617663	16-Oct-	C.R. Gibson,
States of			1989		1990	LLC
America			1			

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	CONFETTI COLLECTION	88079979	15-Aug- 2018	6019742	24-Mar- 2020	C.R. Gibson, LLC
United States of America	CRAFTER'S IMAGES	78396292	05-Apr- 2004	2986516	16-Aug- 2005	Berwick Offray LLC
United States of America	CREATION STATION	78684396	03-Aug- 2005	3266102	17-Jul-2007	Simplicity Creative Corp.
United States of America	CROCHET MASTER	73517182	11-Jan- 1985	1391688	29-Apr- 1986	Simplicity Creative Corp.
United States of America	CURL SWIRLS	75282017	25-Apr- 1997	2223654	16-Feb- 1999	Berwick Offray LLC
United States of America	DANCING NEEDLE	76645994	29-Aug- 2005	3131761	22-Aug- 2006	The McCall Pattern Company, Inc.
United States of America	DECO TRIM	74602851	25-Nov- 1994	2036379	11-Feb- 1997	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	DESIGN FOCUS	76709001	06-Sep- 2011	4133475	01-May- 2012	IG Design Group Americas, Inc. (f/k/a International Greetings USA, Inc.)
United States of America	DESIGN YOUR OWN	75089650	17-Apr- 1996	2106457	21-Oct- 1997	Simplicity Creative Corp.
United States of America	DIMENSIONS	73333053	19-Oct- 1981	1214121	26-Oct- 1982	Simplicity Creative Corp.
United States of America	DIMENSIONS	85514032	11-Jan- 2012	4194465	21-Aug- 2012	Simplicity Creative Corp.
United States of America	DIMENSIONS	98802602	15-Oct- 2024			Simplicity Creative Corp.

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Country	Mark	No.		n No.	n Date	Owner
United States of America	DINO-ROAR!	98042055	14-Jun- 2023			C.R. Gibson, LLC
United States of America	DIP-AN-EGG	73334867	30-Oct- 1981	1234065	05-Apr- 1983	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	DUDLEY	73531258	08-Apr- 1985	1363982	08-Oct- 1985	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	DUDLEY'S	75288294	07-May- 1997	2929048	01-Mar- 2005	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	DUDLEY'S	73154798	09-Jan- 1978	1101859	12-Sep- 1978	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	EUREKA	74645709	13-Mar- 1995	2114956	25-Nov- 1997	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	EZ QUILTING	75432759	11-Feb- 1998	2299401	14-Dec- 1999	Simplicity Creative Corp.
United States of America	FAVORITE FINDINGS	76283647	11-Jul-2001	2645493	05-Nov- 2002	Berwick Offray LLC
United States of America	FIREWORKS	75432378	11-Feb- 1998	2293533	16-Nov- 1999	Berwick Offray LLC
United States of America	FITBOOK	77408416	28-Feb- 2008	3511668	07-Oct- 2008	C.R. Gibson, LLC
United States of America	FITBOOK (Stylized) fitbook	77408421	28-Feb- 2008	3511669	07-Oct- 2008	C.R. Gibson, LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	FITLOSOPHY	77102144	07-Feb- 2007	3441694	03-Jun- 2008	C.R. Gibson, LLC
United States of America	FLORA-SATIN	73000514	10-Sep- 1973	990573	13-Aug- 1974	Berwick Offray LLC
United States of America	GIVE-A-GIFT	78580809	04-Mar- 2005	3197740	09-Jan- 2007	Berwick Offray LLC
United States of America	GO-AROUNDS	74606088	25-Nov- 1994	2051258	08-Apr- 1997	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	GOOD VIBES	88074220	10-Aug- 2018	6713621	26-Apr- 2022	Berwick Offray LLC
United States of America	GUARDSMAN	74263283	06-Apr- 1992	1734800	24-Nov- 1992	Berwick Offray LLC
United States of America	HANDMADE EMBROIDERY KIT & Design	85278263	28-Mar- 2011	4127959	17-Apr- 2012	Simplicity Creative Corp.
United States of America	IMPACT INNOVATIONS	78831891	08-03-2006	3379536	05-02-2008	Impact Innovations, Inc.
United States of America	INKADINKADO	73245055	03-Jan- 1980	1165529	18-Aug- 1981	Simplicity Creative Corp.
United States of America	IT'S SO EASY IT'S SIMPLICITY	74043946	30-Mar- 1990	1664976	19-Nov- 1991	Simplicity Creative Corp.
United States of America	JIFFY	72205363	02-Nov- 1964	805145	08-Mar- 1966	Simplicity Creative Corp.
United States of America	KEGS OF CURLING RIBBON	74412533	15-Jul-1993	1894643	16-May- 1995	Berwick Offray LLC

		Application	Filing Date	Registratio	Registratio	
Country	Mark	No.		n No.	n Date	Owner
United	KRYSTALPHANE	74648555	20-Mar-	1951473	23-Jan-	Berwick Offray
States of			1995		1996	LLC
America						
United	KWIK SERGE	73547622	12-Jul-1985	1381337	04-Feb-	The McCall
States of	(Stylized)				1986	Pattern
America	Serge					Company, Inc.
United	KWIK SEW	74293234	13-Jul-1992	1758315	16-Mar-	The McCall
States of					1993	Pattern
America						Company, Inc.
United	KWIK SEW	86953287	25-Mar-	5392388	30-Jan-	The McCall
States of			2016		2018	Pattern
America						Company, Inc.
United	KWIK SEW	72417179	02-Mar-	967035	28-Aug-	The McCall
States of			1972		1973	Pattern
America						Company, Inc.
United	KWIK-COVER	78851329	31-Mar-	3354044	11-Dec-	Berwick Offray
States of			2006		2007	LLC
America	LAMODE	71521002	20. 4	504222	20 N	D 11000
United	LA MODE	71531883	20-Aug-	504333	30-Nov-	Berwick Offray
States of			1947		1948	LLC
America United	LA MODE	88119571	17 Con	5824840	06 Ana	Damyialz Offmay
States of	LA MODE	00119371	17-Sep- 2018	3624640	06-Aug- 2019	Berwick Offray LLC
America			2016		2019	LLC
United	LEARN-A-CRAFT	74143815	04-Mar-	1695412	16-Jun-	Simplicity
States of	ELIMAN II CIVII I	74143013	1991	1075412	1992	Creative Corp.
America			1991		1772	Creative corp.
United	LITTLE CHEFS IN	97448763	08-Jun-	7220071	14-Nov-	C.R. Gibson,
States of	THE KITCHEN	,,,,,,,,,	2022		2023	LLC
America						
United	LIVE LIFE FIT	77418031	10-Mar-	3512250	07-Oct-	C.R. Gibson,
States of			2008		2008	LLC
America						
United	LOVE KNOT BUBBLE	77582841	01-Oct-	3602438	07-Apr-	Simplicity
States of	WANDS		2008		2009	Creative Corp.
America						
United	LOVELABELS	73089133	02-Jun-	1125583	02-Oct-	Berwick Offray
States of			1976		1979	LLC
America						

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	M (Stylized)	73582594	13-Feb- 1986	1410700	23-Sep- 1986	Berwick Offray LLC
United States of America	MARKINGS	74673045	12-May- 1995	1971333	30-Apr- 1996	C.R. Gibson, LLC
United States of America	MCCALL'S MCCALL'S	86953212	25-Mar- 2016	5375920	09-Jan- 2018	The McCall Pattern Company, Inc.
United States of America	McCall's	71603486	13-Sep- 1950	555927	11-Mar- 1952	The McCall Pattern Company, Inc.
United States of America	MCCALL'S McCall's	71631455	26-Jun- 1952	569596	20-Jan- 1953	The McCall Pattern Company, Inc.
United States of America	MCGINLEY MILLS MCGINLEY MILLS	73582631	13-Feb- 1986	1411439	30-Sep- 1986	Berwick Offray LLC
United States of America	METALIQUE (Stylized) Metalique	73341147	11-Dec- 1981	1230016	08-Mar- 1983	Berwick Offray LLC
United States of America	MINI BEADS & Design That	86785978	13-Oct- 2015	5365455	26-Dec- 2017	Simplicity Creative Corp.
United States of America	MOMOKO	88983180	24-Aug- 2018	6577487	30-Nov- 2021	IG Design Group Americas, Inc.
United States of America	МОМОКО	88983437	13-Nov- 2019	6640232	08-Feb- 2022	IG Design Group Americas, Inc.
United States of America	N SQUARED	98042097	14-Jun- 2023	7716603	04-Mar- 2025	C.R. Gibson, LLC
United States of America	N SQUARED & Design	98042092	14-Jun- 2023	7716602	04-Mar- 2025	C.R. Gibson, LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	NEEDLEMASTER	77068257	20-Dec- 2006	3416748	29-Apr- 2008	Simplicity Creative Corp.
United States of America	NEW LOOK	73714338	02-Mar- 1988	1553693	29-Aug- 1989	Simplicity Creative Corp.
United States of America	NON-STOP WARDROBE	73629134	07-Nov- 1986	1445122	30-Jun- 1987	The McCall Pattern Company, Inc.
United States of America	OFFRAY (Stylized)	73502917	09-Oct- 1984	1348171	09-Jul-1985	Lion Ribbon Company, LLC (f/k/a Lion Ribbon Company, Inc.)
United States of America	PAPER MAGIC GROUP & Design PAPER MAGIC GROUP	76173412	30-Nov- 2000	3218348	13-Mar- 2007	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	PENCIL WORKS & Design	85268103	16-Mar- 2011	4066325	06-Dec- 2011	Simplicity Creative Corp.
United States of America	PERLER	75013434	23-Oct- 1995	2086904	12-Aug- 1997	Simplicity Creative Corp.
United States of America	PERLER	85357728	28-Jun- 2011	4466830	14-Jan- 2014	Simplicity Creative Corp.
United States of America	PERLER BEADS & Design PERLER PERLER BEADS	78585434	11-Mar- 2005	3221392	27-Mar- 2007	Simplicity Creative Corp.
United States of America	PERLER BIGGIE BEADS	85416773	07-Sep- 2011	4302197	12-Mar- 2013	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	PETS ARE INN	98042052	14-Jun- 2023	7664408	21-Jan- 2025	C.R. Gibson, LLC
United States of America	QUICK & EASY	73134790	21-Jul-1977	1085998	21-Feb- 1978	The McCall Pattern Company, Inc.
United States of America	Ribbon Design	74472436	22-Dec- 1993	1971691	30-Apr- 1996	Berwick Offray LLC
United States of America	SAVE MONEY MEND & REPAIR	86289341	22-May- 2014	4746505	02-Jun- 2015	Simplicity Creative Corp.
United States of America	SEAMAID	77020650	13-Oct- 2006	3278642	14-Aug- 2007	Lion Ribbon Company, LLC (f/k/a Lion Ribbon Company, Inc.)
United States of America	SEASTONE	78771383	12-Dec- 2005	3162666	24-Oct- 2006	Berwick Offray LLC
United States of America	SEW SIMPLE	86139596	10-Dec- 2013	4927956	29-Mar- 2016	Simplicity Creative Corp.
United States of America	SILLY SCAVENGER HUNT	98042066	14-Jun- 2023	7716601	04-Mar- 2025	C.R. Gibson, LLC
United States of America	SIMPLICITY	73579797	27-Jan- 1986	1426278	27-Jan- 1987	Simplicity Creative Corp.
United States of America	SIMPLICITY	73672689	17-Jul-1987	1482464	29-Mar- 1988	Simplicity Creative Corp.
United States of America	SIMPLICITY	78810830	09-Feb- 2006	3396194	11-Mar- 2008	Simplicity Creative Corp.
United States of America	SIMPLICITY	77784971	20-Jul-2009	3752180	23-Feb- 2010	Simplicity Creative Corp.
United States of America	SIMPLICITY	71541711	19-Nov- 1947	508225	05-Apr- 1949	Simplicity Creative Corp.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	SIMPLICITY	71541710	19-Nov- 1947	514739	06-Sep- 1949	Simplicity Creative Corp.
United States of America	SIMPLY GROSGRAIN	78943871	03-Aug- 2006	3251616	12-Jun- 2007	Berwick Offray LLC
United States of America	SIMPLY THE BEST	74562004	17-Aug- 1994	1914892	29-Aug- 1995	Simplicity Creative Corp.
United States of America	SOFT AND EASY	72437668	06-Oct- 1972	974394	04-Dec- 1973	Simplicity Creative Corp.
United States of America	SOMETHING DELIGHTFUL	88390663	17-Apr- 2019	6991933	28-Feb- 2023	Simplicity Creative Corp.
United States of America	SPARKLE	77497026	12-Jun- 2008	3557432	06-Jan- 2009	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	SPLENDORETTE	72257924	04-Nov- 1966	836181	03-Oct- 1967	Berwick Offray LLC
United States of America	SPOOL O' RIBBON	78965920	01-Sep- 2006	3286419	28-Aug- 2007	Berwick Offray LLC
United States of America	STEM-TEX	72278011	10-Aug- 1967	859528	05-Nov- 1968	Lion Ribbon Company, LLC (f/k/a Lion Ribbon Company, Inc.)
United States of America	STEPHEN LAWRENCE	76709003	06-Sep- 2011	4133476	01-May- 2012	IG Design Group Americas, Inc. (f/k/a International Greetings USA, Inc.)
United States of America	STEPPING STONES	78825404	28-Feb- 2006	3267893	24-Jul-2007	C.R. Gibson, LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	STICKER TREATS	77645098	07-Jan- 2009	3755915	02-Mar- 2010	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	STICKERFITTI	77373512	16-Jan- 2008	3573749	10-Feb- 2009	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	SWIRL AN EGG	73271759	25-Jul-1980	1224740	25-Jan- 1983	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	TAPESTRY BY C.R. GIBSON (Stylized)	78564694	10-Feb- 2005	3132089	22-Aug- 2006	C.R. Gibson, LLC
United States of America	TATTOO TREATS	77644356	06-Jan- 2009	3768892	30-Mar- 2010	Paper Magic Group, LLC (f/k/a Paper Magic Group, Inc.)
United States of America	THE GOLD COLLECTION & Design GOLD COLLECTION	85278248	28-Mar- 2011	4127957	17-Apr- 2012	Simplicity Creative Corp.
United States of America	THE GOLD COLLECTION PETITES & Design GOLD COLLECTION PETITES	85278254	28-Mar- 2011	4127958	17-Apr- 2012	Simplicity Creative Corp.
United States of America	THE PERFECT BOW	73491250	23-Jul-1984	1369191	05-Nov- 1985	Berwick Offray LLC
United States of America	TOP TO TAIL	98042083	14-Jun- 2023	7664409	21-Jan- 2025	C.R. Gibson, LLC

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
United States of America	TREAT VILLE!	98042099	14-Jun- 2023	7526374	08-Oct- 2024	C.R. Gibson, LLC
United States of America	VEL-PRUF	86718105	07-Aug- 2015	4898724	09-Feb- 2016	Berwick Offray LLC
United States of America	VELTEX	72330705	23-Jun- 1969	896719	18-Aug- 1970	Berwick Offray LLC
United States of America	VROOM VROOM!	98254147	03-Nov- 2023	7708353	25-Feb- 2025	C.R. Gibson, LLC
United States of America	WALLIES	74693891	26-Jun- 1995	2041318	25-Feb- 1997	The McCall Pattern Company, Inc.
United States of America	WRAPHIA	75260844	20-Mar- 1997	2216919	12-Jan- 1999	Berwick Offray LLC
United States of America	WRIGHTS	72313366	29-Nov- 1968	904123	15-Dec- 1970	Simplicity Creative Corp.
United States of America	WRIGHTS & Design Wrights	78831832	08-Mar- 2006	3341722	20-Nov- 2007	Simplicity Creative Corp.
United States of America	WRITE IDEAS	77645956	08-Jan- 2009	3772990	06-Apr- 2010	C.R. Gibson, LLC
United States of America	YUMMY RUMMY	97866734	31-Mar- 2023			C.R. Gibson, LLC
Uzbekista n	DIMENSIONS	1838069	15-Oct- 2024			Simplicity Creative Corp.
Venezuel a	MCCALL'S	30193-F	17-Aug- 1985	30193-F	17-Aug- 1985	The McCall Pattern Company, Inc.
Venezuel a	SIMPLICITY	2017- 005839	30-Mar- 2017			Simplicity Creative Corp.
Australia	TURNER LICENSING	2051506	18-Nov- 2019	2051506	18-Nov- 2019	The Lang Companies, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Australia	SKYZ BY LANG	2052754	22-Nov- 2019	2052754	22-Nov- 2019	The Lang Companies, Inc.
Australia	LANG	1235225	16-Apr- 2008	1235225	16-Apr- 2008	The Lang Companies, Inc.
Australia	LANG	1235233	16-Apr- 2008	1235233	16-Apr- 2008	The Lang Companies, Inc.
Australia	THE LORD IS MY SHEPHERD	1902986	29-Jan- 2018	1902986	29-Jan- 2018	The Lang Companies, Inc.
Australia	HEART & HOME	1815298	13-Dec- 2016	1815298	13-Dec- 2016	The Lang Companies, Inc.
Australia	COLORING FOR A CAUSE	1796037	13-Sep- 2016	1796037	13-Sep- 2016	The Lang Companies, Inc.
Canada	FUNFUSION	1417844	12-Nov- 2008	TMA76103	08-Mar- 2010	Simplicity Creative Corp.
Canada	HEART & HOME	1813871	13-Dec- 2016	TMA10171 30	12-Mar- 2019	The Lang Companies, Inc.
Canada	BOHEMIAN	2125840	03-Aug- 2021	TMA13036 09	02-Apr- 2025	The Lang Companies, Inc.
Canada	THE LORD IS MY SHEPHERD	1882398	09-Feb- 2018	TMA10878 00	17-Nov- 2020	The Lang Companies, Inc.
Canada	TURNER LICENSING	1388032	19-Mar- 2008	TMA82556	05-Jun- 2012	The Lang Companies, Inc., a Division of IG Design Group
Canada	TL TURNER LICENSING & Design TURNER	1388033	19-Mar- 2008	TMA82556 2	05-Jun- 2012	The Lang Companies, Inc., a Division of IG Design Group

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
Canada	TURNER LICENSING	1996456	18-Nov- 2019			The Lang Companies, Inc., a Division of IG Design Group
Canada	WOMAN FANCIFUL & NEEDLE DESIGN	760455	29-Jul-1994	TMA44962 6	03-Nov- 1995	The McCall Pattern Company, Inc.
China	ARTISAN BY arfigan LANG	50053148A	25-Sep- 2020	50053148A	07-Mar- 2022	The Lang Companies, Inc.
China	ARTISAN BY LANG	50053148	25-Sep- 2020			The Lang Companies, Inc.
China	ARTISAN BY LANG	50053148	25-Sep- 2020			The Lang Companies, Inc.
China	THE LORD IS MY SHEPHERD	29307281	22-Feb- 2018	29307281	07-Jan- 2019	The Lang Companies, Inc.
China	COLORING FOR A CAUSE	21322454	18-Sep- 2016	21322454	14-Nov- 2017	The Lang Companies, Inc.
EU trade marks	SKYZ BY LANG	18156499	22-Nov- 2019	18156499	24-Jun- 2020	The Lang Companies, Inc.
EU trade marks	TURNER LICENSING	18154322	18-Nov- 2019	18154322	22-May- 2020	The Lang Companies, Inc.
EU trade marks	THE LORD IS MY SHEPHERD	17736166	26-Jan- 2018	17736166	30-Jun- 2018	The Lang Companies, Inc.
EU trade marks	HEART & HOME	16158222	13-Dec- 2016	16158222	16-Jan- 2019	The Lang Companies, Inc.
EU trade marks	COLORING FOR A CAUSE	15825177	13-Sep- 2016	15825177	02-Feb- 2017	The Lang Companies, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
EU trade marks	FOUR SEASONS	9265604	22-Jul-2010	9265604	03-Jan- 2011	The Lang Companies, Inc.
EU trade marks	LANG	6882005	18-Apr- 2008	6882005	11-Nov- 2009	The Lang Companies, Inc.
EU trade marks	LANG LANG	6871321	18-Apr- 2008	6871321	14-Aug- 2009	The Lang Companies, Inc.
Germany	KWIK-SEW	30509371.1	21-Feb- 2005	30509371	14-Sep- 2005	The McCall Pattern Company, Inc.
Japan	FIELD GUIDE	2021- 079398	25-Jun- 2021	6470859	12-Nov- 2021	The Lang Companies, Inc.
Japan	LANG AMERICAN CAT	2022- 033540	24-Mar- 2022	6631403	24-Oct- 2022	The Lang Companies, Inc.
Japan	SKYZ BY LANG	2019- 154678	10-Dec- 2019	6294681	18-Sep- 2020	The Lang Companies, Inc.
Japan	THE LORD IS MY SHEPHERD	2018- 018468	15-Feb- 2018	6044364	18-May- 2018	The Lang Companies, Inc.
Japan	HEART & HOME	2016- 139694	13-Dec- 2016	5926567	24-Feb- 2017	The Lang Companies, Inc.
Japan	TURNER LICENSING	2019- 147184	21-Nov- 2019	6357157	01-Mar- 2021	The Lang Companies, Inc.
Japan	BOHEMIAN	2021- 095681	02-Aug- 2021	6503135	21-Jan- 2022	The Lang Companies, Inc.
New Zealand	BOHEMIAN	1185639	02-Aug- 2021			The Lang Companies, Inc.
New Zealand	FIELD GUIDE	1181773	18-Jun- 2021			The Lang Companies, Inc.
New Zealand	CATS	1176077	14-Apr- 2021			The Lang Companies, Inc.

Country	Mark	Application No.	Filing Date	Registratio n No.	Registratio n Date	Owner
New Zealand	ARTISAN BY LANG	1159409	17-Sep- 2020	1159409	06-Jan- 2022	The Lang Companies, Inc.
New Zealand	SKYZ BY LANG	1135259	22-Nov- 2019	1135259	02-Mar- 2021	The Lang Companies, Inc.
New Zealand	TURNER LICENSING	1134818	18-Nov- 2019	1134818	19-May- 2020	The Lang Companies, Inc.
New Zealand	FOUR SEASONS	827582	21-Jul-2010	827582	21-Jan- 2011	The Lang Companies, Inc.
New Zealand	LANG	787741	16-Apr- 2008	787741	16-Oct- 2008	The Lang Companies, Inc.
New Zealand	LANG	787744	16-Apr- 2008	787744	16-Oct- 2008	The Lang Companies, Inc.

PATENTS

Title	Application No. Application Date	Patent No. Issue Date	Owner
Tray Insert	29/396,495 6/30/2011	D663,205 7/10/2012	Berwick Offray LLC
Tray Insert	29/396,500 6/30/2011	D663,206 7/10/2012	Berwick Offray LLC
Tray Insert	29/396,503 6/30/2011	D663,207 7/10/2012	Berwick Offray LLC
Gift Card Packaging and Associated Methods	13/632,833 10/1/2012	9,415,916 8/16/2016	Berwick Offray LLC
Bow Making Device With Interchangeable Components	15/446,294 3/1/2017	10,125,438 11/13/2018	Berwick Offray LLC
Bow Making Device	29/595,650 3/1/2017	D841310 2/26/2019	Berwick Offray LLC
Bow Making Device Base	29/595,670 3/1/2017	D826,544 8/28/2018	Berwick Offray LLC
Gift Card Packaging and Associated Methods	15/168,736 5/31/2016	9,688,450 6/27/2017	Berwick Offray LLC

Title	Application No. Application Date	Patent No. Issue Date	Owner
Adhesive-Backed Chalkboard Wall Covering	11/786,303 4/11/2007	7,878,812 2/1/2011	The McCall Pattern Company, Inc.
Gift Card Packaging and Associated Methods	15/604,125 5/24/2017	9,994,377 6/12/2018	Berwick Offray LLC
Crochet Hook	29/465,766 8/30/2013	D701040 3/18/2014	Simplicity Creative Corp.
Crochet Hook (Ergo)	29/434,969 10/18/2012	D701039 3/18/2014	Simplicity Creative Corp.
Hinged Knitting Loom	13/217,503 8/25/2011	8,402,794 3/26/2013	Simplicity Creative Corp.
Purse Loom	29/465,762 8/30/2013	D717347 11/11/2014	Simplicity Creative Corp. (successor in interest to WM. Wright Co.)
Three Dimensional Stand Alone Pop Up Assembly	14/530,344 10/31/2014	9,542,865 1/10/2017	CSS Industries, Inc.
Three Dimensional Stand Alone Pop Up Assembly	15/339,801 10/31/2016	10,155,173 12/18/2018	CSS Industries, Inc.
Die Cut Calendar	16/913,778 6/26/2020	11,059,315 7/13/2021	The Lang Companies, Inc.
Die Cut Calendar	17/362,061 6/29/2021	11,648,791 5/16/2023	The Lang Companies, Inc.

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No.	Title	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
	Issue Registered				
1.	Watercolor Ink Design.	VA0002182604	12/12/2019	Anker Play Products, LLC	Anker Play Products, LLC
2.	Painting Bliss Deluxe Art Set	VA0002182636	12/12/2019	Anker Play Products, LLC	Anker Play Products, LLC
	1.				
3.	Painting Bliss Deluxe Art Set	VA0002182645	12/12/2019	Anker Play Products, LLC	Anker Play Products, LLC
	2.				
4.	Anker Flamingo Fun Canvas.	VA0002220818	10/23/2020	Anker Play Products, LLC	Anker Play Products, LLC
5.	Anker ?Inspirational Phrase?	VA0002220819	10/23/2020	Anker Play Products, LLC	Anker Play Products, LLC
	Design. ⁴				
6.	Festive Canvas Print Penguin.	VA0002253582	5/28/2021	Anker Play Products, LLC	Anker Play Products, LLC
7.	Festive Canvas Print	VA0002253586	5/28/2021	Anker Play Products, LLC	Anker Play Products, LLC
	Gingerbread Man.	***********	- 12 12 02 1		
8.	Festive Canvas & Paint Set	VA0002253640	6/2/2021	Anker Play Products, LLC	Anker Play Products, LLC
	Label.	***********	0/22/2021		
9.	EXOTIC FLOWERS PAINT	VA0002265698	8/22/2021	Anker Play Products, LLC	Anker Play Products, LLC
10	BY NUMBER.	111.00022.65727	0/22/2021	A L DL D L L LLC	A L DI D L LIG
10.	MOUNTAIN TOP PAINT BY	VA0002265737	8/22/2021	Anker Play Products, LLC	Anker Play Products, LLC
11	NUMBER.	VA0002265790	9/22/2021	Anlrea Dley Die Jeets II C	Anless Dlay Decidents III C
11.	MYSTIC ANIMALS PAINT	VA0002265780	8/22/2021	Anker Play Products, LLC	Anker Play Products, LLC
12	BY NUMBER.	VA 0002265701	0/22/2021	Anlan Dian D. 1. C. I.Y.C.	Auton Dioc D. 1 / IX C.
12. 13.	TIGER PAINT BY NUMBER.	VA0002265781	8/22/2021	Anker Play Products, LLC	Anker Play Products, LLC
13.	HOT AIR BALLOONS	VA0002265806	8/22/2021	Anker Play Products, LLC	Anker Play Products, LLC
1.4	PAINT BY NUMBER.	VA0002260222	9/3/2021	Anker Play Products, LLC	Anker Play Products, LLC
14. 15.	GALACTIC VIBES. HIPPIE FREE SPIRIT.	VA0002269323 VA0002269390	9/3/2021		
				Anker Play Products, LLC	Anker Play Products, LLC
16. 17.	OCEAN ANIMALS. TROPICAL BIRDS.	VA0002270785 VA0002270828	9/10/2021 9/10/2021	Anker Play Products, LLC Anker Play Products, LLC	Anker Play Products, LLC Anker Play Products, LLC
18.	HAPPY LLAMA.		9/10/2021	Anker Play Products, LLC	•
19.	RAINBOW UNICORN.	VA0002270832 VA0002271004	9/10/2021	Anker Play Products, LLC	Anker Play Products, LLC Anker Play Products, LLC
20.	FLOWERS.	VA0002271004 VA0002271308	9/10/2021	Anker Play Products, LLC	Anker Play Products, LLC
21.	VENICE CANAL.	VA0002271308 VA0002272707	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
22.	COOL PUG.	VA0002272707 VA0002271786	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
23.	SITTING TIGER.	VA0002271780 VA0002271787	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
24.	LLAMA RAINBOW.	VA0002271787 VA0002271788	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
25.	MERMAID DEVIL.	VA0002271788 VA0002271928	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
26.	ROCK DINO.	VA0002271929 VA0002271929	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
27.	BLAST OFF ROCKET.	VA0002271929 VA0002271930	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
28.	TIME TO SHINE LLAMA.	VA0002271933	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
29.	BUTTERFLY CIRCLES.	VA0002271933 VA0002271934	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
30.	PIZZA SKATEBOARD.	VA0002271938	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
31.	SPACE BOY.	VA0002271940	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
32.	WILD FLOWERS.	VA0002272706	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
33.	UNICORN FLOWERS.	VA0002272160 VA0002273161	9/21/2021	Anker Play Products, LLC	Anker Play Products, LLC
34.	Wild Horses.	VA0002273101 VA0002274041	10/2/2021	Anker Play Products, LLC	Anker Play Products, LLC
35.	Murdoch the Dog.	VA0002274041 VA0002274045	10/2/2021	Anker Play Products, LLC	Anker Play Products, LLC
36.	DINO.	VA0002274762	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
37.	ROCKET.	VA0002274864	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
38.	UNICORN.	VA0002274950	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
39.	ABSTRACT.	VA0002274954	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
40.	BE STRONG.	VA0002274958	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
41.	SNEAKER.	VA0002274960	10/18/2021	Anker Play Products, LLC	Anker Play Products, LLC
42.	450344A_BUR	VA0002294149	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
	trademark_HORSE.]	
43.	450528_BUR	VA0002294150	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
	trademark_GRACE.]	
44.	600553_BUR Trademark.	VA0002294151	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
45.	600561_BUR trademark.	VA0002294152	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
46.	600671_BUR_TRADEMARK.	VA0002294153	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
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 $^{^{4}\,}$ The USCO title was has "?" instead of quotation marks.

No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
47.	600668_BUR TRADEMARK.	VA0002296299	4/5/2022	Anker Play Products, LLC	Anker Play Products, LLC
48.	You Are a Limited Edition and 6 Other Unpublished Works.	VAu001480963	9/16/2022	Anker Play Products, LLC	Anker Play Products, LLC
49.	DON'T WORRY UNICORN and 2 Other Unpublished Works.	VAu001486808	10/4/2022	Anker Play Products, LLC	Anker Play Products, LLC
50.	Fantastic Floral and 2 Other Unpublished Works.	VAu001490888	1/5/2023	Anker Play Products, LLC	Anker Play Products, LLC
51.	Tropical Flowers and 3 Other Unpublished Works.	VAu001493852	2/17/2023	Anker Play Products, LLC	Anker Play Products, LLC
52.	Midnight Meadow and 4 Other Unpublished Works.	VAu701500413	5/6/2023	Anker Play Products, LLC	Anker Play Products, LLC
53.	CHUBBY DOG.	VA0002359983	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
54.	CAT WITH HEART COLLAR.	VA0002359984	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
55.	SURFING SHARK.	VA0002359985	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
56.	MERMAID WITH HEART.	VA0002359986	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
57.	SMILEY SLOTH.	VA0002359987	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
58.	JUNGLE LION.	VA0002359988	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
59.	MANDALA DEER.	VA0002359990	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
60.	FLORAL MANDALA.	VA0002359990 VA0002359991	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
61.	RAINBOW BUTTERFLIES.	VA0002359991 VA0002359992	7/11/2023		Anker Play Products, LLC
62.				Anker Play Products, LLC	
	DECORATIVE OWL.	VA0002359993	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
63.	FLORAL BOUQUET.	VA0002359994	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
64.	Desert Scene and 3 Other Unpublished Works.	VAu001500864	7/11/2023	Anker Play Products, LLC	Anker Play Products, LLC
65.	DONUT PARTY.	VAu001516050	8/25/2023	Anker Play Products, LLC	Anker Play Products, LLC
66.	WILDFLOWERS.	VAu001512335	9/13/2023	Anker Play Products, LLC	Anker Play Products, LLC
67.	Learning About Birds Curriculum.	TXU002395931	9/29/2023	Georgia Audubon, Inc.	Anker Play Products, LLC
68.	Berry Best Mom.	VAu001510717	11/9/2023	Anker Play Products, LLC	Anker Play Products, LLC
69.	SUNSET and 1 Other Unpublished Work.	VAu001526173	3/4/2024	Anker Play Products, LLC	Anker Play Products, LLC
70.	Details appliques.	VAu000469697	3/27/2000	Blumenthal/Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
71.	Introducing favorite findings.	TXu001019480	10/25/2001	Blumenthal/Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
72.	Favorite findings.	VAu000530639	10/25/2001	Blumenthal/Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
73.	Watercolor garden.	VAu000624349	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
74.	Sam snowman.	VAu000624350	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
75.	Classic Mary.	VAu000624351	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
76.	Very Mary Christmas.	VAu000624352	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
77.	Red hattitude.	VAu000624353	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
78.	Two by two.	VAu000624354	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
79.	Joy of the world.	VAu000624355	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
80.	Girl's day out.	VAu000624356	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company

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81.	Angels.	VAu000624357	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
82.	Recycled ancestors.	VAu000624358	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
83.	Vintage romance.	VAu000624359	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
84.	Sew cozy.	VAu000624360	7/23/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
85.	Kimberly's kradle.	VAu000641896	9/15/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
86.	Girlfriends.	VAu000641897	9/15/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
87.	Urban vocab.	VAu000641898	9/15/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
88.	Secret garden.	VAu000641899	9/15/2004	Blumenthal Craft, a division of Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
89.	Button sensations.	VA0001382590	10/13/2006	Blumenthal Lansing Company	Berwick Offray LLC / Blumenthal Lansing Company
90.	Snowflake.	VA0000656950	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
91.	Victorian lace.	VA0000656951	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
92.	English ivy.	VA0000656952	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
93.	Scaredy cat.	VA0000656953	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
94.	Harvest wheat.	VA0000656954	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
95.	Red rosebud.	VA0000656955	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
96.	Dutch treat.	VA0000656956	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
97.	Wildflowers ; Fall wildflowers.	VA0000684062	11/25/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
98.	Valentine hearts.	VA0000685243	12/15/1994	Hampshire Paper Corporation	Berwick Offray LLC / Hampshire Paper Corporation
99.	The sea-king case.	VAu000685398	6/22/2005	Seastone, LC	Berwick Offray LLC.
100.	Daisy Dots.	VA0001792857	11/3/2011	Berwick Offray LLC	Berwick Offray LLC.
101. 102.	What is a mother?. Praised be my Lord /Saint	TX0000020621 TX0000020622	3/6/1978 3/6/1978	C. R. Gibson, Inc. C. R. Gibson, Inc.	C. R. Gibson, LLC C. R. Gibson, LLC
103.	Francis of Assisi. Just for you, 365 good days.	TX0000020623	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
104.	Because you're you, a very special guy.	TX0000020625	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
105.	Love & marriage, love & marriage.	TX0000020626	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
106.	Happy birthday, thoughts for someone special.	TX0000020627	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC

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No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
107.	Thinking of you.	TX0000020628	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
108.	To cheer you, get well wishes and sunny thoughts.	TX0000020629	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
109.	Thank you.	TX0000020630	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
110.	God is love.	TX0000020631	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
111.	For friends to share :sunshine and rainbows /written by Gayle Lawrence [pseud.].	TX0000073520	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
112.	Talks with God.	TX0000073521	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
113.	Prayer, its joys, its wonders, its power /compiled by Frederick Drimmer.	TX0000073522	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
114.	Our love is /[written by Dean Walley].	TX0000073523	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
115.	For you, because you're my friend /[by Dean Walley].	TX0000073524	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
116.	Happy retirement, the best years of your life!.	TX0000020624	3/6/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
117.	Dear Grandma /[text and ill.] by Dolli Tingle [i.e. Dolli Tingle Brackett]	TX0000048826	5/22/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
118.	Hello, Daddy! :so you're going to be a father! /[original poems, ill.] by Dolli Tingle [i.e. Dolli Tingle Brackett]	TX0000048827	5/22/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
119.	The Bridge is love :words of comfort, messages of hope /selected by Dean Walley; [illustrated by Lynn Sweat].	TX0000072731	7/24/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
120.	A Cat lover's cat book :the many delights of kittens and cats /selected by Barbara Shook Hazen; [illustrated by Roland Rodegast].	TX0000072732	7/24/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
121.	Here's to your new home, cheers!	TX0000124929	9/15/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
122.	Have a happy.	TX0000155265	9/15/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
123.	Random thoughts /written by Dean Walley.	TX0000155266	9/15/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
124.	You have become quite special to me :poems for lovers, by lovers.	TX0000155264	9/15/1978	C. R. Gibson, Inc.	C. R. Gibson, LLC
125.	Amazing grace.	TX0000203218	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
126.	Grandmother=love /[selected by Barbara Shook Hazen; designed by Thomas James Aaron].	TX0000203220	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
127.	Missing you /[written by Dean Walley; designed by Mansfield Drowne; picture selection by Pat Dreier; calligraphy by Christie Gallagher].	TX0000203221	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
128.	Hooraygraduation day! /[Selected by Frederick Drimmer; cover designed by Lawrence E. Murphy; interior designed by Mansfield Drowne ; calligraphy by Maurianna Nolan].	TX0000203222	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
129.	To the world's greatest dad! /[Designed by Daryl D. Johnson; selected by Barbara Shook Hazen].	TX0000203223	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
130.	An Apple a day :treasured selections from Apples of gold	TX0000203224	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC

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	/by Jo Petty ; [designed by				
	Mansfield Drowne].				
131.	The Blessings of friendship	TX0000203225	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
	/[selected by Patricia Dreier;				
132.	designed by Bonnie Weber]. You're one in a million,	TX0000203227	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
132.	Grandpa! /[Selected by Barbara	1 A0000203227	3/0/19/9	C. K. Gibson, Inc.	C. R. Gibson, LLC
	Shook Hazen; designed by				
	Thomas J. Aaron].				
133.	The Wonderland of here and	TX0000203228	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
	now :enjoy each day in God's				
	beautiful world /written by Jean Carpenter Welborn.				
134.	Happy anniversary /[selected	TX0000262926	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
	by Barbara Shook Hazen ;				
	designed by Al Petersen; ill.				
	by Blanche Sims].			1	
135.	Great words of today :the best of twentieth century wit and	TX0000203226	3/6/1979	C. R. Gibson, Inc.	C. R. Gibson, LLC
	wisdom /[selected by Barbara				
	Shook Hazen; designed by				
	Sandra Kopell].				
136.	A Mother's world :reflections	TX0000203219	3/6/1979	Marjorie Holmes Mighell	C. R. Gibson, LLC
	/by Marjorie Holmes [i.e				
137.	Marjorie Holmes Mighell]. Woman to woman /by Raphael	TX0000406263	1/18/1980	C. R. Gibson, Inc	C. R. Gibson, LLC
137.	Marie Turnbull.	170000400203	1/16/1980	C. R. Gioson, inc	C. R. Glosoff, LLC
				Raphael Marie Turnbull	
				1	
138.	Moments bright and shining	TX0000406261	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	:365 thoughts to enjoy day by day /selected by Peter				
	Seymour.				
139.	Twilight time :quiet thoughts	TX0000406262	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	to sample and savor at bedtime				
1.40	/selected by Peter Seymour.	TX0000455265	1/10/1000	C D C'I	C P C'I II C
140.	To every thing there is a season :writings that celebrate life's	TX0000455265	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	many joys /selected by				
	Stephanie C. Oda; designed				
	and illustrated by Bonnie				
	Weber.		1/10/1000		G P G'' 11 G
141.	For you, a very special aunt /[selected by Jane Parker	TX0000519284	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	Resnick; designed by Adair				
	Wilson].				
142.	To a delightful daughter	TX0000519285	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	/[selected by Gloria Stashower				
143.	; designed by Adair Wilson]. To my husband with love	TX0000519286	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
143.	/[selected by Cindy Johnson;	170000313700	1/10/1700	C. K. Gioson, Inc.	C. K. GIUSUII, LLC
	designed by Daryl D. Johnson].				
144.	Dear Mother :words of thanks	TX0000541938	1/18/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	and thoughts of love /selected				
145.	by Jayne Bowman. Paddington.	VA0000044638	3/7/1980	Eden Toys, Inc.	C. R. Gibson, LLC
145. 146.	I will lift up mine eyes :the	TX0000444038	3/17/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
. 10.	121st Psalm for today /selected	1110000-3-203	5/11/1700	. I. Groson, mc.	5. R. 51050ff, LLC
	by Stephanie C. Oda.				
147.	This is the day the Lord hath	TX0000434284	3/17/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
	made /selected by Jean				
148.	Carpenter Welborn. Friendship is a very special	TX0000434285	3/17/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
140.	thing /[written by Dean Walley	120000434263	3/1//1900	C. K. GIUSUII, IIIC.	C. K. GIUSUII, LLC
	; illustrated by Bonnie				
	Rutherford; calligraphy by				
	Maurianna Nolan].	1			

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149.	A Love story (yours and mine) /[written by Dean Walley; calligraphed by Maurianna Nolan].	TX0000434286	3/17/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
150.	You can't have sunbeams without little specks of dust :household hints, quotes, and anecdotes /by Barbara Shook Hazen.	TX0000505096	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
151.	If a man's home is his castle, then how do you cook a moat? /By Peter Seymour; [designed and illustrated by Roland Rodegast].	TX0000505097	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
152.	My world is full of friends /[illustrated by Ben Mahan; written by Stephanie C. Oda].	TX0000614982	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
153.	Just before bedtime :songs, rhymes, prayers /[illustrated by Bonnie Rutherford; selected by Stephanie C. Oda].	TX0000614983	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
154.	Colors, colors, everywhere :a first look at the colors of this world /[illustrated by Ben Mahan; written by Stephanie C. Oda].	TX0000614984	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
155.	123,I can count all I see /[illustrated by Gloria Nixon; written by Stephanie C. Oda].	TX0000614986	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
156.	What time is it? :A first look at the clock /[illustrated by Mary McClain; written by Stephanie C. Oda].	TX0000614987	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
157.	The Souffle also rises :a collection of cookery tips and quips /by Jane Resnick.	TX0000697563	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
158.	A to ZGod loves me /[illustrated by Lynn Titleman; written by Stephanie C. Oda].	TX0000614985	6/25/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
159.	A Little treasury of Chinese wisdom /selected by Stephanie C. Oda; designed by Adair Wilson.	TX0000508604	7/14/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
160.	Have yourself a merry little Christmas :hints and homilies for happy holidays /by Barbara Shook Hazen.	TX0000526029	8/11/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
161.	The Happiness book :a treasury of joyful thoughts /selected by Jane Parker Resnick ; ill. by Kathy Orr.	TX0000526030	8/11/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
162.	The Gold of friendship :a bouquet of special thoughts /selected by Patricia Dreier; [illustrated by Cooki Thier].	TX0000592849	9/2/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
163.	A Baby boy, congratulations! /[Written by Jane Parker Resnick; ill. by Mary McClain ; calligraphy by Maurianna Nolan].	TX0000573272	10/27/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC
164.	A Baby girl, congratulations! /[Written by Katherine Nelson Davis; ill. by Mary McClain; calligraphy by Maurianna Nolan].	TX0000573273	10/27/1980	C. R. Gibson, Inc.	C. R. Gibson, LLC

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165.	Pets, pets, pets!:Helpful hints and tantalizing tips /by Barbara Shook Hazen.	TX0000619119	1/26/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
166.	If I only had a hammer :a do-it- yourself guide to simple home maintenance /by Peter Seymour.	TX0000619120	1/26/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
167.	You are my love :a collection of beautiful writings.	TX0000619121	1/26/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
168.	A Bowl of cherries :looking at life through homespun homilies /by Norene Firth; ill. by Donna Giampa; [calligraphy by Maurianna Nolan].	TX0000619122	1/26/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
169.	A Grandmother is for loving /selected by Stephanie C. Oda.	TX0000701411	4/20/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
170.	I thee wed :a bridal keepsake.	TX0000701412	4/20/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
171.	Marriage is what makes the world go round! :A George Booth book /[ill. George Booth]	TX0000751791	7/17/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
172.	A Friend is friendly! :A George Booth book /[ill. George Booth]	TX0000751792	7/17/1981	C. R. Gibson, Inc.	C. R. Gibson, LLC
173.	A Little book about baby /ill. by Beatrix Potter; selected by Gladys Pucillo.	TX0000914185	1/4/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
174.	A Little book of friendship /ill. by Beatrix Potter; selected by Gladys Pucillo.	TX0000914186	1/4/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
175.	All things bright and beautiful :words of joy for today /selected by Stephanie C. Oda; designed by Vicky-Jean Taloni.	TX0000949546	1/4/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
176.	A True friend is a gift of the Lord /selected by Stephanie C. Oda; ill. by Virginia S. Thier [i.e. Virginia Susan Thier]; designed by Bonnie Weber.	TX0000949547	1/4/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
177.	God grant me serenity.	TX0000899320	4/22/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
178.	Messages of faith from the Bible.	TX0000914168	4/22/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
179.	We celebrate God's seasons.	TX0001028702	8/2/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
180.	Let God hear us laugh!	TX0001028703	8/2/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
181.	1,2,3, God is good to me /[illustrated by Tom R. Garcia; written by Stephanie C. Oda]	TX0001040957	8/2/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
182.	Having fun in God's world /[illustrated by June Goldsborough ; written by Stephanie C. Oda]	TX0001040958	8/2/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
183.	These things God gave to me /[illustrated by Susan Swan; written by Stephanie C. Oda]	TX0001040959	8/2/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
184.	A Mighty fortress is our God :Martin Luther's beloved hymn, enriched with Scripture.	TX0001017922	8/25/1982	C. R. Gibson, Inc.	C. R. Gibson, LLC
185.	You're a great friend!:142 reasons (more or less) why /[written by Shifra Stein; ill. and calligraphy by Lynn Donahue]	TX0001160609	4/1/1983	C. R. Gibson, Inc.	C. R. Gibson, LLC
186.	I love you! Let me count the whys /[written by Shifra Stein;	TX0001160608	4/1/1983	C. R. Gibson, Inc.	C. R. Gibson, LLC

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	ill. and calligraphy by Katie Stevenson]				
187.	The World of friendship /edited by Jayne Bowman.	TX0001165126	7/18/1983	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
188.	With faith all things are possible /edited by Karen J. Kauffman.	TX0001182738	7/19/1983	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
189.	A Treasury of days :365 thoughts on the art of living /edited by Dee Danner Barwick.	TX0001182562	7/20/1983	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
190.	Happiness is a journey :seeking and finding joy and contentment /edited by Patricia Dreier.	TX0001175765	7/21/1983	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
191.	Pathways /compiled by Jo Petty.	TX0001308953	8/5/1983	C. R. Gibson, Inc.	C. R. Gibson, LLC
192.	A Friend makes all the difference /by Jane Parker Resnick.	TX0001322170	4/13/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
193.	What every mother knows /by Jean Boyce ; ill. by Susan Swan.	TX0001362134	4/13/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
194.	Lift up my heart, O Lord /by Stephanie C. Oda.	TX0001362130	4/13/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
195.	I am sick Lord, hear my prayer /by Stephanie C. Oda.	TX0001362131	4/13/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
196.	Call me grandma! /By Nova Trimble Ashley; ill. by Susan Swan.	TX0001362135	4/13/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
197.	I need to talk to you, God / by Martha Popson.	TX0001362133	4/13/1984	Martha Popson	C. R. Gibson, LLC
198.	A Best friend is forever and always /by Martha Popson.	TX0001362132	4/13/1984	Martha Popson	C. R. Gibson, LLC
199.	The Story of Jonah /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001406923	7/2/1984	Alice Joyce Davidson	C. R. Gibson, LLC
200.	Psalms and Proverbs /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001406924	7/2/1984	Alice Joyce Davidson	C. R. Gibson, LLC
201.	The Story of Noah /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001406925	7/2/1984	Alice Joyce Davidson	C. R. Gibson, LLC
202.	The Story of creation /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001406926	7/2/1984	Alice Joyce Davidson	C. R. Gibson, LLC
203.	The Story of Jonah /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000163482	7/2/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
204.	Psalms and Proverbs /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000163483	7/2/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
205.	The Story of Noah /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000163484	7/2/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC
206.	The Story of creation /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000163485	7/2/1984	C. R. Gibson, Inc.	C. R. Gibson, LLC

No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
207.	A Mother's world /edited by Patricia Dreier.	TX0001632646	8/2/1985	the Reader's Digest Association, Inc.	C. R. Gibson, LLC
208.	Beginnings /edited by Patricia Dreier.	TX0001637743	8/2/1985	the Reader's Digest Association, Inc.	C. R. Gibson, LLC
209.	A Treasury of days :365 thoughts on the art of living /edited by Dee Danner Barwick.	TX0001637852	8/5/1985	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
210.	With faith all things are possible /edited by Karen J. Kauffman.	TX0001639692	8/5/1985	The Reader's Digest Association, Inc.	C. R. Gibson, LLC
211.	Seasons of the heart :inspirational writings of our time /edited by Stephanie C. Oda.	TX0001639527	8/8/1985	the Reader's Digest Association, Inc.	C. R. Gibson, LLC
212.	The Story of the loaves and fishes /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001650122	8/13/1985	Alice Joyce Davidson	C. R. Gibson, LLC
213.	The Story of David and Goliath /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001650124	8/13/1985	Alice Joyce Davidson	C. R. Gibson, LLC
214.	The Story of Baby Jesus /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001650125	8/13/1985	Alice Joyce Davidson	C. R. Gibson, LLC
215.	The Story of Baby Moses /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001650126	8/13/1985	Alice Joyce Davidson	C. R. Gibson, LLC
216.	The Story of the loaves and fishes /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000199454	8/13/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
217.	The Story of baby Moses /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000199455	8/13/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
218.	The Story of David and Goliath /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000199456	8/13/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
219.	The Story of baby Jesus /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000199457	8/13/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
220.	Growing /by Evelyn Bence ; ill. by Mary Tara O'Keefe.	TX0001650123	8/13/1985	Evelyn Bence	C. R. Gibson, LLC
221.	Sing a new song :meditations on "This is my Father's world" /by Stephanie C. Oda; photos. by Gary Greene.	TX0001650127	8/13/1985	Stephanie C. Oda	C. R. Gibson, LLC
222.	A Pocketful of joys /edited by Patricia Dreier.	TX0001648354	9/3/1985	the Reader's Digest Association, Inc.	C. R. Gibson, LLC
223.	A Song called hope /Arthur Gordon.	TX0001693674	11/18/1985	Arthur Gordon	C. R. Gibson, LLC
224.	My Lord and my God /Charles L. Allen.	TX0001693679	11/18/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
225.	Kicking those habits /written by Stephen Sallis Wilburn.	TX0001693725	11/18/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
226.	Resting in the Lord /written by Stephen Sallis Wilburn.	TX0001693726	11/18/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
227.	Stretching your faith /written by William Deerfield.	TX0001693727	11/18/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC
228.	Reaching for joy /written by Stephanie C. Oda.	TX0001693728	11/18/1985	C. R. Gibson, Inc.	C. R. Gibson, LLC

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229.	A Book of wishes for you /by Eve Merriam; illustrated by Mary Tara O'Keefe.	TX0001693675	11/18/1985	Eve Merriam	C. R. Gibson, LLC
230.	Just a touch of nearness /Fred Bauer.	TX0001693673	11/18/1985	Fred Bauer	C. R. Gibson, LLC
231.	With His hand in yours :an everyday pilgrim's answers to coping every day of the year /Phyllis Hobe; [ill. by Judith Fast].	TX0001693680	11/18/1985	Guidepost Associates, Inc.	C. R. Gibson, LLC
232.	Never alone /Joan Winmill Brown.	TX0001693676	11/18/1985	Joan Winmill Brown	C. R. Gibson, LLC
233.	Spice for life /by Walt Schmidt.	TX0001693677	11/18/1985	Walt Schmidt	C. R. Gibson, LLC
234.	Monkeys never say please /written by Alice Joyce Davidson ; illustrated by Cara Marks.	TX0001934512	11/10/1986	Alice Joyce Davidson	C. R. Gibson, LLC
235.	Beware when elephants sneeze /written by Alice Joyce Davidson ; illustrated by Cara Marks.	TX0001934513	11/10/1986	Alice Joyce Davidson	C. R. Gibson, LLC
236.	The Story of Daniel and the lions /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0001934679	11/10/1986	Alice Joyce Davidson	C. R. Gibson, LLC
237.	Walking into the morning /by Margaret Walpole ; illustrated by Mary Tara O'Keefe.	TX0001934579	11/10/1986	Margaret Walpole	C. R. Gibson, LLC
238.	Nothing but the best for baby :a legacy of love for the new child /Barbara Blitzer.	TX0001941599	12/2/1986	Barbara Blitzer	C. R. Gibson, LLC
239.	The Very best name for baby /by Barbara Shook Hazen.	TX0001955393	12/2/1986	Barbara Shook Hazen	C. R. Gibson, LLC
240.	To love and to cherish /Dorene Waggoner; illustrated by Betsy Beach.	TX0001955389	12/2/1986	Dorene Waggoner	C. R. Gibson, LLC
241.	Around the year with C. S. Lewis & his friends /compiled by Kathryn Lindskoog.	TX0001955394	12/2/1986	Kathryn Lindskoog	C. R. Gibson, LLC
242.	Ponderings :wellsprings of country wisdom /by Kenneth E. Grant.	TX0001954436	12/2/1986	Kenneth E. Grant	C. R. Gibson, LLC
243.	Prayers and graces /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000260875	12/2/1986	Victoria Marshall on ill.	C. R. Gibson, LLC
244.	The Gift of Christmas /compiled by Jayne Bowman; illustrated by Peter Church.	TX0002147812	9/11/1987	C. R. Gibson, Inc.	C. R. Gibson, LLC
245.	Family, a very special gift /Jane Parker Resnick.	VA0000280994	9/11/1987	C. R. Gibson, Inc.	C. R. Gibson, LLC
246.	The Gift of Christmas /compiled by Jayne Bowman; illustrated by Peter Church.	VA0000283514	9/11/1987	C. R. Gibson, Inc.	C. R. Gibson, LLC
247.	I'm glad you're my friend /by Velma Seawell Daniels ; illustrated by Mary Tara O'Keefe.	VA0000280991	9/11/1987	C. R. Gibson, Inc.	C. R. Gibson, LLC
248.	The Promise /Evelyn Bence; [illustrated by Elizabeth Wohl].	TX0002152482	9/11/1987	Evelyn Bence	C. R. Gibson, LLC
249.	The Story of Easter /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	TX0002431192	8/8/1988	Alice Joyce Davidson	C. R. Gibson, LLC
250.	The Twenty-third Psalm /written by Alice Joyce	TX0002492353	8/8/1988	Alice Joyce Davidson	C. R. Gibson, LLC

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	Davidson ; illustrated by Victoria Marshall.				
251.	The Story of Easter /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000325826	8/8/1988	C. R. Gibson, Inc.	C. R. Gibson, LLC
252.	Moments light and bright /Fay Angus ; illustrated by Peter Church.	VA0000326566	8/8/1988	C. R. Gibson, Inc.	C. R. Gibson, LLC
253.	Heartstrings /Fay Angus ; illustrated by Peter Church.	VA0000326567	8/8/1988	C. R. Gibson, Inc.	C. R. Gibson, LLC
254.	In God's image :meditations for the new mother /by Patricia Houck Sprinkle.	VA0000327923	8/8/1988	C. R. Gibson, Inc.	C. R. Gibson, LLC
255.	The Twenty-third Psalm /written by Alice Joyce Davidson; illustrated by Victoria Marshall.	VA0000332899	8/8/1988	C. R. Gibson, Inc.	C. R. Gibson, LLC
256.	Heartstrings / Fay Angus; illustrated by Peter Church.	TX0002462046	8/8/1988	Fay Angus	C. R. Gibson, LLC
257.	Moments light and bright /Fay Angus; illustrated by Peter Church.	TX0002462045	8/8/1988	Fay Angus	C. R. Gibson, LLC
258.	All things are possible /Sue Monk Kidd.	TX0002387135	8/8/1988	Guideposts Associates, Inc.	C. R. Gibson, LLC
259.	This is the day /Sue Monk Kidd.	TX0002400865	8/8/1988	Guideposts Associates, Inc.	C. R. Gibson, LLC
260.	Waldo, tell me about God /by Hans Wilhelm.	TX0002492372	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
261.	Waldo, tell me about guardian angels /by Hans Wilhelm.	TX0002492373	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
262.	Waldo, tell me about me /by Hans Wilhelm.	TX0002492388	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
263.	Waldo, tell me about God /by Hans Wilhelm.	VA0000332916	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
264.	Waldo, tell me about guardian angels /by Hans Wilhelm.	VA0000332917	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
265.	Waldo, tell me about me /by Hans Wilhelm.	VA0000342326	8/8/1988	Hans Wilhelm	C. R. Gibson, LLC
266.	Waldo, tell me about Christ /by Hans Wilhelm.	TX0002432018	8/8/1988	Hans Wilhelm, Inc.	C. R. Gibson, LLC
267.	Waldo, tell me about Christ /by Hans Wilhelm.	VA0000323729	8/8/1988	Hans Wilhelm, Inc.	C. R. Gibson, LLC
268.	In God's image :meditations for the new mother /by Patricia Houck Sprinkle.	TX0002461733	8/8/1988	Patricia Houck Sprinkle	C. R. Gibson, LLC
269.	The Heart of Christmas /Susan Squellati Florence.	TX0002466848	8/8/1988	Susan Squellati Florence	C. R. Gibson, LLC
270.	The Heart of Christmas /Susan Squellati Florence.	VA0000319700	8/8/1988	Susan Squellati Florence	C. R. Gibson, LLC
271.	Here's happiness /Robert Schuller.	TX0002400866	8/8/1988	Word Books	C. R. Gibson, LLC
272.	You are wonderful! /Robert Schuller.	TX0002400867	8/8/1988	Word Books	C. R. Gibson, LLC
273.	Sweet memories, a woman's journal /created, written, and designed by Cynthia Hart & Leonard Todd.	TX0002533852	10/24/1988	Cynthia Hart Leonard Todd	C. R. Gibson, LLC
274.	A Pocketful of sunshine /by Velma Seawell Daniels; ill. by Mary O'Keefe Young.	VA0000377553	8/22/1989	C. R. Gibson, Inc.	C. R. Gibson, LLC
275.	A Pocketful of sunshine /by Velma Seawell Daniels; ill. by Mary O'Keefe Young.	TX0002718846	8/22/1989	Velma Seawell Daniels	C. R. Gibson, LLC
276.	The Lord's house /by Patricia Richardson Mattozzi.	TX0002635036	8/28/1989	Patricia Richardson Mattozzi	C. R. Gibson, LLC

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277.	Prayer / by Patricia Richardson Mattozzi.	TX0002635037	8/28/1989	Patricia Richardson Mattozzi	C. R. Gibson, LLC
278.	The Seasons /by Patricia Richardson Mattozzi.	TX0002639043	8/28/1989	Patricia Richardson Mattozzi	C. R. Gibson, LLC
279.	Angels / by Patricia Richardson Mattozzi.	TX0002635038	8/28/1989	Patricia Richardson Mattozzi	C. R. Gibson, LLC
280.	Rainbows /Mary Hollingsworth; ill. by Leah Palmer Preiss.	VA0000377524	9/7/1989	C. R. Gibson, Inc.	C. R. Gibson, LLC
281.	Rainbows /Mary Hollingsworth ; ill. by Leah Palmer Preiss.	TX0002718816	9/7/1989	Mary Hollingsworth	C. R. Gibson, LLC
282.	Warm and cozy Christmas thoughts /Fay Angus; illustrated by Peter Church.	VA0000377662	9/26/1989	C. R. Gibson, Inc.	C. R. Gibson, LLC
283.	Warm and cozy Christmas thoughts / Fay Angus; illustrated by Peter Church.	TX0002721379	9/26/1989	Fay Angus	C. R. Gibson, LLC
284.	Waldo, tell me about Christmas /by Hans Wilhelm.	TX0002659272	9/26/1989	Hans Wilhelm	C. R. Gibson, LLC
285.	A Gift of time /Susan Florence.	TX0002664289	10/3/1989	Susan Squellati Florence	C. R. Gibson, LLC
286.	The Story of the Good Samaritan /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391083	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
287.	The Story of the prodigal son /written by Alice Joyce Davidson ; designed by Victoria Marshall.	VA0000391084	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
288.	The Story of Ruth and Naomi /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391085	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
289.	The Story of the tower of Babel /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391086	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
290.	The Story of Joshua /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391087	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
291.	The Story of Jesus and his disciples /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391088	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
292.	The Story of Exodus /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391089	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
293.	The Story of Isaac and Rebeckah /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391090	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
294.	The Story of the lost sheep /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391091	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
295.	The Lord's prayer /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391092	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
296.	The Story of Paul /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391137	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
297.	The Story of Esther /written by Alice Joyce Davidson; designed by Victoria Marshall.	VA0000391138	1/30/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
298.	Our wedding memories /illustrated by Peggy Jo Ackley.	TX0002853048	2/5/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC

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299.	Bless this child /illustrated by Cara Marks.	TX0002995494	2/5/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
300.	The Greatest of these is love. By Audrey McDaniel.	RE0000482490	4/27/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
301.	[Paisley]	VA0000399087	5/22/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
302.	Birthdays and special dates /illustrated by Timothy R. Botts.	TX0002847192	6/21/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
303.	Thank you, God /by Lucy Rigg.	TX0002919481	6/21/1990	C. R. Gibson, Inc.	C. R. Gibson, LLC
304.	The Great event :the birth of a baby so special, so wonderful, so incredible that we, the proud and loving parents, wish to record for posterity each amazing accomplishment by our most marvelous child /illustrated by Sue Dreamer.	TX0003073708	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
305.	Simplicity /illustrated by Jody Bishel and Daniel Buckley.	VA0000450198	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
306.	To grandma and grandpa with love /by Annette Feldman and Nancy Leavitt; illustrated by Bron Smith.	VA0000450199	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
307.	Confidence /illustrated by Jody Bishel and Daniel Buckley.	VA0000450200	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
308.	Becoming /illustrated by Jody Bishel and Daniel Buckley.	VA0000450201	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
309.	Harmony /illustrated by Jody Bishel and Daniel Buckley.	VA0000450202	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
310.	Starting over /by Dolores Barclay.	VA0000458717	2/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
311.	The Gentle art of being there /Fay Angus.	VA0000456653	3/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
312.	HopeLines :my journal /illustrated by Jody Bishel and Daniel Buckley.	VA0000458738	3/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
313.	From here to there :stepping stones /by Jeanne Davis; illustrated by Pauline Aikman.	VA0000458736	3/19/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
314.	Baby's book /illustrated by Cara Marks.	TX0003101687	3/19/1991	Clinton Prints	C. R. Gibson, LLC
315.	A Christmas garland /illustrated by Kathy Orr; compiled by Julie Mitchell.	TX0003211870	8/13/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
316.	Thinking of you /by Eve Merriam; illustrated by Judith Sutton.	VA0000486787	8/13/1991	C. R. Gibson, Inc.	C. R. Gibson, LLC
317.	The Lion and the mouse :Aesop's fable retold /by Jane Parker Resnick; illustrated by Heidi Lindy.	TX0003229446	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
318.	The Ant and the dove :Aesop's fable retold /by Jane Parker Resnick; illustrated by Heidi Lindy.	TX0003229448	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
319.	The Tortoise and the hare :Aesop's fable retold /by Jane Parker Resnick; illustrated by Heidi Lindy.	TX0003229449	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
320.	The Fox and the crow :Aesop's fable retold /by Jane Parker Resnick; illustrated by Heidi Lindy.	TX0003229450	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
321.	Nursery rhymes for nursery times /illustrated by Mary Lake-Thompson.	TX0003315653	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC

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322.	Happy anniversary /[text] Velma Seawell Daniels.	VA0000507141	2/12/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
323.	In sympathy /selected by Stephanie C. Oda.	TX0003292941	2/18/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
324.	Listen to my feelings /by Ruth Reardon; illustrated by Roland Rodegast.	VA0000498961	2/18/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
325.	House warmings :for those who make a house a home /by Patricia Houck Sprinkle ; illustrated by Gail Roth.	VA0000498967	2/18/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
326.	Marriage :a treasury of words to live by /compiled by Robert B. Luce ; artwork by Kathy Orr.	TX0003418781	3/3/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
327.	Gilded floral.	VAu000239827	11/2/1992	C. R. Gibson, Inc.	C. R. Gibson, LLC
328.	Welcome, baby /illustrated by Lucy Rigg.	TX0003504666	11/12/1992	Chappelle, Ltd.	C. R. Gibson, LLC
329.	1993 C. R. Gibson gift collections.	TX0003484924	2/11/1993	C. R. Gibson, Inc.	C. R. Gibson, LLC
330.	1993 Creative Papers by C. R. Gibson.	TX0003484925	2/11/1993	C. R. Gibson, Inc.	C. R. Gibson, LLC
331.	I climbed a rainbow once / by Christopher A. Lane; illustrated by Stephanie Britt.	TX0003507715	3/5/1993	Alpha Omega Productions	C. R. Gibson, LLC
332.	I saw an angel yesterday /by Christopher A. Lane; illustrated by Stephanie Britt.	TX0003507713	3/5/1993	Alpha Omega Productions	C. R. Gibson, LLC
333.	You are my friend because /by Jeanne Davis ; illustrated by S. D. Schindler.	TX0003569045	3/5/1993	C. R. Gibson, Inc.	C. R. Gibson, LLC
334.	You are my friend because /by Jeanne Davis ; illustrated by S. D. Schindler.	TX0003569044	3/5/1993	Jeanne Davis Rocco	C. R. Gibson, LLC
335.	A friend is someone special /compiled by Frederick Drimmer; ill. by Nancy Cunningham.	TX0003546026	3/5/1993	Nancy Cunningham	C. R. Gibson, LLC
336.	I saw an angel yesterday /by Christopher A. Lane; illustrated by Stephanie Britt.	TX0003507712	3/5/1993	Stephanie Britt	C. R. Gibson, LLC
337.	I climbed a rainbow once /by Christopher A. Lane; illustrated by Stephanie Britt.	TX0003507714	3/5/1993	Stephanie Britt	C. R. Gibson, LLC
338.	Once upon a Christmas :a treasury of memories /compiled & edited by Emilie Griffin ; illustrated by Barbara Wilson.	VA0000595637	8/19/1993	Barbara Wilson	C. R. Gibson, LLC
339.	Lifelines :a treasure chest of words to conquer the stormy seas /Robert B. Luce; illustrated by George Shedd.	TX0003636789	8/19/1993	C. R. Gibson, Inc.	C. R. Gibson, LLC
340.	Once upon a Christmas :a treasury of memories /compiled & edited by Emilie Griffin ; illustrated by Barbara Wilson.	TX0003636790	8/19/1993	Chrysostom Society	C. R. Gibson, LLC
341.	Lifelines :a treasure chest of words to conquer the stormy seas /Robert B. Luce; illustrated by George Shedd.	VA0000595636	8/19/1993	George Shedd	C. R. Gibson, LLC
342.	This is the day /Llewellyn McKernan; illustrated by Ann Barrow.	VA0000624950	5/4/1994	Ann Barrow	C. R. Gibson, LLC
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343.	Issue Registered This is the night /Llewellyn McKernan; illustrated by Ann G. Barrow.	VA0000624951	5/4/1994	Ann G. Barrow	C. R. Gibson, LLC
344.	Night-night baby mouseling /illustrated by Cara.	VA0000624948	5/4/1994	Cara	C. R. Gibson, LLC
345.	For my daughter :a mother's heirloom /by Evelyn Borthwick; illustrated by Jacqui Morgan.	TX0003745327	5/4/1994	Evelyn Borthwick	C. R. Gibson, LLC
346.	The shelter of his wings :a book of hope and comfort /Joan Winmill Brown; ill. by Frank Riccio.	VA0000634593	5/4/1994	Frank Riccio	C. R. Gibson, LLC
347.	What does the tooth fairy do with all those teeth? /by George W. Kelly; illustrated by Paige Billin-Frye.	TX0003745332	5/4/1994	George W. Kelly	C. R. Gibson, LLC
348.	For my daughter :a mother's heirloom /by Evelyn Borthwick; illustrated by Jacqui Morgan.	VA0000624947	5/4/1994	Jacqui Morgan	C. R. Gibson, LLC
349.	The shelter of his wings :a book of hope and comfort /Joan Winmill Brown; ill. by Frank Riccio.	TX0003734634	5/4/1994	Joan Winmill Brown	C. R. Gibson, LLC
350.	Night-night baby mouseling /illustrated by Cara.	TX0003745328	5/4/1994	Joshua Morris Publishing, Inc.	C. R. Gibson, LLC
351.	We're having a party! /Lucy Rigg; illustrated by Lucy Rigg.	TX0003745329	5/4/1994	Joshua Morris Publishing, Inc.	C. R. Gibson, LLC
352.	This is the day /Llewellyn McKernan; illustrated by Ann Barrow.	TX0003745330	5/4/1994	Llewellyn McKernan	C. R. Gibson, LLC
353.	This is the night /Llewellyn McKernan; illustrated by Ann G. Barrow.	TX0003745331	5/4/1994	Llewellyn McKernan	C. R. Gibson, LLC
354.	We're having a party! /Lucy Rigg; illustrated by Lucy Rigg.	VA0000624949	5/4/1994	Lucy Rigg	C. R. Gibson, LLC
355.	Between friends /written and illustrated by Lynne Gerard.	TX0003807921	5/4/1994	Lynne Gerard	C. R. Gibson, LLC
356.	What does the tooth fairy do with all those teeth? /by George W. Kelly; illustrated by Paige Billin-Frye.	VA0000624952	5/4/1994	Paige Billin-Frye	C. R. Gibson, LLC
357.	The new baby /by Patricia Richardson Mattozzi.	TX0003807913	5/4/1994	Patricia Richardson Mattozzi	C. R. Gibson, LLC
358.	Hope is real /written and illustrated by Susan Squellati Florence.	TX0003807909	5/4/1994	Susan Squellati Florence	C. R. Gibson, LLC
359.	Favorite lullabies & playtime songs.	SR0000190319	5/31/1994	C. R. Gibson, Inc.	C. R. Gibson, LLC
360.	The wonder of little girls /Phyllis Hobe.	TX0003926846	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
361.	The wonder of babies /Phyllis Hobe.	TX0003926847	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
362.	The wonder of mom /Phyllis Hobe.	TX0003926848	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
363.	The wonder of dad /Phyllis Hobe.	TX0003926849	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
364.	The wonder of friends /Phyllis Hobe.	TX0003926850	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
365.	The wonder of little boys /Phyllis Hobe.	TX0003968527	11/22/1994	Merit Books, Inc.	C. R. Gibson, LLC
366.	Quiet times :meditations for today's busy women /Janet Colsher Teitsort ; illustrated by Heidi Lindy.	TX0003926710	11/22/1994	Teitsort, Janet Colsher	C. R. Gibson, LLC

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367.	Wedding Memories.	TX0003954561	12/7/1994	C. R. Gibson, Inc.	C. R. Gibson, LLC
368.	Wedding memories /ill. by Lucy Rigg.	TX0003981327	12/7/1994	C. R. Gibson, Inc.	C. R. Gibson, LLC
369.	Baby's book :a loving record of baby's first five years /photo ill. created by Cynthia Hart; text edited by Rebecca McDonald.	TX0003977865	12/7/1994	Cynthia Hart	C. R. Gibson, LLC
370.	Wedding memories /ill. by Lucy Rigg.	VA0000687800	12/7/1994	Lucy Rigg	C. R. Gibson, LLC
371.	Listening to a teenager /Ruth Reardon; illustrated by Roland Rodegast.	TX0003996935	6/15/1995	Ruth Reardon	C. R. Gibson, LLC
372.	For fathers of sons /by Steven Pattie; illustrated by Johnny & Jamie Yates.	TX0003996940	6/15/1995	Steven Norris Pattie	C. R. Gibson, LLC
373.	Our lives were meant to be shared /photos by Kim Anderson; poetry by Paula Finn.	VA0000734316	7/7/1995	Kim Anderson	C. R. Gibson, LLC
374.	Thank you for being you / photos by Kim Anderson; poetry by Paula Finn.	VA0000734315	7/7/1995	Kim Anderson	C. R. Gibson, LLC
375.	Thank you for being you /photos by Kim Anderson; poetry by Paula Finn.	TX0004127504	7/7/1995	Paula Finn	C. R. Gibson, LLC
376.	Our lives were meant to be shared /photos by Kim Anderson; poetry by Paula Finn.	TX0004127505	7/7/1995	Paula Finn	C. R. Gibson, LLC
377.	Good thoughts /written and illustrated by Susan Squellati Florence.	TX0004074603	7/7/1995	Susan Squellati Florence	C. R. Gibson, LLC
378.	Walking with angels :a host of inspirational and uplifting thoughts /compiled by Julie Mitchell Marra.	TX0004231433	3/12/1996	C. R. Gibson, Inc.	C. R. Gibson, LLC
379.	Our wedding.	TX0004229035	3/12/1996	C. R. Gibson, Inc.	C. R. Gibson, LLC
380.	Baby's story :a treasury of memories from baby's early years /designed and illustrated by Cathy Heck.	TX0004229036	3/12/1996	Cathy Heck	C. R. Gibson, LLC
381.	Grandmother's gift :a memory book for my grandchild /watercolors by Claudia Karabaic Sargent ; text by Peg Streep.	VA0000751716	3/12/1996	Claudia Karabaic Sargent	C. R. Gibson, LLC
382.	Grandmother's gift :a memory book for my grandchild /watercolors by Claudia Karabaic Sargent ; text by Peg Streep.	TX0004216702	3/12/1996	Peg Streep	C. R. Gibson, LLC
383.	All things wise and wonderful :paintings and text.	TX0004400286	10/11/1996	Laura Lewis Lanier	C. R. Gibson, LLC
384.	The Christmas book :a treasury of stories and poems /compiled by Eileen Mulkerin D'Andrea; illustrated by Leesa Whitten.	VA0000808353	10/11/1996	Leesa Whitten	C. R. Gibson, LLC
385.	The Christmas book :a treasury of stories and poems /compiled by Eileen Mulkerin D'Andrea ; illustrated by Leesa Whitten.	TX0004373071	10/11/1996	Thomas Nelson Gifts	C. R. Gibson, LLC
386.	A wedding wish /written and illustrated by Susan Squellati Florence.	TX0004392956	10/16/1996	Susan Squellati Florence	C. R. Gibson, LLC
387.	Babies are a special gift / photos by Kim Anderson; poetry by Paula Finn.	VA0000818186	7/7/1997	Kim Anderson	C. R. Gibson, LLC

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388.	Babies are a special gift / photos by Kim Anderson; poetry by Paula Finn.	TX0004469772	7/7/1997	Paula Finn	C. R. Gibson, LLC
389.	Fitbook.	TX0006957136	3/30/2009	Angela Manzanares	C. R. Gibson, LLC
390.	fitbook junior with fitbook junior coach guide.	TXU001647225	10/14/2009	Angela Manzanaraes	C. R. Gibson, LLC
391.	fitbook mama2b.	TX0007652767	4/6/2012	Angela Manzanares	C. R. Gibson, LLC
392.	fitbook lite.	TX0008006995	12/8/2014	Angela Mader	C. R. Gibson, LLC
393.	fitspiration journal.	TX0008045594	3/27/2015	Angela Mader	C. R. Gibson, LLC
394.	fitbook prep.	TX0008307261	6/1/2016	Angela Mader	C. R. Gibson, LLC
395.	fitdesk calendar.	TX0008457654	8/15/2017	Angela Mader	C. R. Gibson, LLC
396.	fitspiration PLANNER.	TX0008585965	4/30/2018	C.R. Gibson, LLC	C. R. Gibson, LLC
397.	Grateful Joyful Blessed faith and fitness journal.	TX0008581677	5/3/2018	fitlosophy, inc.	C. R. Gibson, LLC
398.	Geraniums Red.	VA0001669111	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
399.	Galaxies.	VA0001669119	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
400.	Crazy Squares.	VA0001669127	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
401.	Clean Laundry	VA0001669130	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
402. 403.	Clean Laundry. Buttons.	VA0001669147 VA0001669148	3/17/2009 3/17/2009	C.R. Gibson, LLC C.R. Gibson, LLC	C.R. Gibson, LLC C.R. Gibson, LLC
404.	Bubbles.	VA0001669148 VA0001669151	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
404.	Astor.	VA0001669131 VA0001669192	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
406.	Zebra Leaf.	VA0001009192 VA0001669253	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
407.	Wavy Flower.	VA0001669254	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
408.	Wavy.	VA0001669258	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
409.	Paisley.	VA0001669261	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
410.	Numbers.	VA0001669262	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
411.	Links.	VA0001669265	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
412.	Lava Lamp.	VA0001669266	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
413.	Kontiki.	VA0001669267	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
414.	Jester.	VA0001669278	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
415.	Houndstooth.	VA0001669281	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
416.	Glass Blocks.	VA0001669284	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
417.	Geraniums Orange.	VA0001669286	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
418. 419.	Geraniums White.	VA0001669289	3/17/2009	C.R. Gibson, LLC C.R. Gibson, LLC	C.R. Gibson, LLC C.R. Gibson, LLC
420.	Vermont Fields. Corsage Blue.	VA0001669330 VA0001669331	3/17/2009 3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
421.	Psychedelic Soldier.	VA0001009331 VA0001669332	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
422.	Pomegranate.	VA0001669334	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
423.	Peacock Flower.	VA0001669336	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
424.	Rainbow Trout.	VA0001669363	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
425.	Triangles.	VA0001669369	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
426.	Tibetan Silk.	VA0001669370	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
427.	Straight Lace.	VA0001669371	3/17/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
428.	iota - Jan:09 Catalog No. 14.	VA0001674890	6/3/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
429.	iota - July:08 Catalog No. 13.	VA0001674925	6/3/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
430.	Ric Rac.	VAu000997022	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
431.	Bell Bottoms.	VAu000997030	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
432.	Chintzy.	VAu000997031	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
433.	Peonies.	VAu000997034	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
434.	Symphony of Squares .	VAu000997039	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
435. 436.	Seafoam. Cottage Kitchen .	VAu000997041 VAu000997042	8/7/2009 8/7/2009	C.R. Gibson, LLC C.R. Gibson, LLC	C.R. Gibson, LLC C.R. Gibson, LLC
430.	Loud Shorts .	VAu000997042 VAu000997044	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
438.	Beach Glass.	VAu000997044 VAu000997045	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
439.	Persia.	VAu000997046	8/7/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
440.	Wild Card Designs.	VAu000997184	8/11/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
441.	Peace Designs.	VAu000998298	8/11/2009	C.R. Gibson, LLC	C.R. Gibson, LLC
442.	Amish.	VA0001707830	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
443.	Boxy.	VA0001707832	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
444.	Broken Lines (dark)	VA0001707834	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
445.	Chevrons.	VA0001707835	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
446.	Diamonds.	VA0001707836	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
447.	Fine Fabric.	VA0001707840	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC

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	Issue Registered	Ŭ			· ·
448.	Forest Floor (simple)	VA0001707842	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
449.	Whirligigs.	VA0001707844	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
450.	Ribbons.	VA0001707847	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
451.	Quilting Bee.	VA0001707856	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
452.	Persia (ornate)	VA0001707859	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
453.	Peonies (formal)	VA0001707861	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
454.	Mandalas.	VA0001707863	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
455.	Lacy.	VA0001707867	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
456.	Hip Rectangles.	VA0001707871	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
457.	Geo Leaves (dark)	VA0001707874	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
458.	Worn Linen (dark)	VA0001713720	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
459.	Forest Floor (oak dark)	VA0001713722	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
460.	Effervescent (dark)	VA0001713725	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
461.	Zig Zag Flowers (dark)	VA0001713727	2/17/2010	C.R. Gibson, LLC	C.R. Gibson, LLC
462.	Geo Leaves (light)	VA0001778785	7/11/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
463.	Circle Square Design.	VAu001075202	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
464.	Doilies Design.	VAu001075202	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
465.	Caffeinated 1 Design.	VAu001075205	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
466.	Bubber Rands 5 Design.	VAu001075206	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
467.	Sedimentary Design.	VAu001075207	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
468.	Retail Therapy Design.	VAu001075207 VAu001075209	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
469.	Caffeinated 2 Design.	VAu001075219 VAu001075210	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
	8			· · · · · · · · · · · · · · · · · · ·	
470.	Farmstand 3 Design.	VAu001075211	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
471.	Flair Variations 1 Design.	VAu001075212	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
472.	From Scratch 1 Design.	VAu001075213	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
473.	Ohm 4 Design.	VAu001075215	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
474.	Plaid 1.	VAu001075216	8/29/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
475.	Bees Knees.	VA0001795913	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
476.	Bubb-o-line.	VA0001795914	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
477.	Circle Game.	VA0001795916	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
478.	Farmstand 2.	VA0001795917	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
479.	French Linen.	VA0001795918	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
480.	Kontiki Flowers.	VA0001795919	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
481.	Good DNA.	VA0001795975	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
482.	Macaroni .	VA0001799596	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
483.	Madras Tartan.	VA0001799598	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
484.	Ohm 1.	VA0001799599	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
485.	On the Mark.	VA0001799600	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
486.	Paisley Simple.	VA0001799602	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
487.	Wood Grain.	VA0001801265	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
488.	Writer's Block.	VA0001801266	8/30/2011	C.R. Gibson, LLC	C.R. Gibson, LLC
489.	McCall's needlework & crafts /	TX0000038942	2/1/1978	The McCall Pattern	McCall Pattern Co.
	Rosemary McMurtry, editorial			Company	McCall Pattern Company
	director [et al.].			r y	I
	v. 23, no. 1, spring 78.				
490.	Handcrafts series / editorial	TX0000026677	4/18/1978	The McCall Pattern	McCall Pattern Co.
	director, Rosemary McMurtry			Company	1
	[et al.].			Company	
	v. 6. Issue title: McCall's				
	plants & planters				
491.	McCall's needlework & crafts /	TX0000057377	6/26/1978	The McCall Pattern	McCall Pattern Co.
	Rosemary McMurtry, editorial	1110300037377	5,23,1776	Company	McCall Pattern Company
	director [et al.].				
	v. 23, no. summer 78. Special				
	macrame workbook.	1			
492.	McCall's needlework & crafts /	TX0000089493	8/17/1978	The McCall Pattern	McCall Pattern Co.
マ フム・	Rosemary McMurtry, editorial	1/100000007473	0/1//19/0	Company	McCall Pattern Company
				Company	wiccan Fauern Company
	director [et al.].	1			
493.	v. 23, no. 3, fall 78 (Jul78) McCall's needlework & crafts /	TX0000157533	10/2/1978	The McCall Pattern	McCall Pattern Co.
493.		1 A000015 / 553	10/2/19/8		
	Rosemary McMurtry, editorial			Company	McCall Pattern Company
	director [et al.].				
	v. 23, no. 4, winter 78.	1			
	Christmas make-it issue.	1	1	1	İ

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494.	Family fashions to knit & crochet.	TX0000150111	11/30/1978	The McCall Pattern Company	McCall Pattern Co. McCall Pattern Company
495.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 24, no. 1, spring 79.	TX0000176290	1/15/1979	The McCall Pattern Company	McCall Pattern Co. McCall Pattern Company
496.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 24, no. 2, summer 79.	TX0000233780	4/26/1979	The McCall Pattern Company	McCall Pattern Co. McCall Pattern Company
497.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 24, no. fall 79.	TX0000277403	6/27/1979	The McCall Pattern Company	McCall Pattern Co. McCall Pattern Company
498.	McCall's Christmas crafts in felt / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.].	TX0000399872	8/24/1979	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
499.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 24, no. 4, winter 79 (Sep79)	TX0000378219	10/9/1979	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
500.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 25, no. 1, spring 80.	TX0000403645	1/18/1980	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
501.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 25, no. 2, summer 80.	TX0000454372	4/8/1980	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
502.	McCall's Patterns: sewing's fashion magazine / editor-in- chief, Julia Schon [et al.]. spring 80.	TX0000470901	5/5/1980	The McCall Pattern Company	McCall Pattern Co.
503.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 80.	TX0000489806	5/16/1980	The McCall Pattern Company	McCall Pattern Co.
504.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 25, no. 3, fall 80.	TX0000511038	7/1/1980	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
505.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 80.	TX0000529403	8/18/1980	The McCall Pattern Company	McCall Pattern Co.
506.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 25, no. 4, winter 80.	TX0000553530	9/29/1980	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
507.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 1, Jan-Feb81.	TX0000629005	1/8/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
508.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 2, Mar-Apr81.	TX0000647063	3/9/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
509.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 81.	TX0000680170	4/29/1981	The McCall Pattern Company	McCall Pattern Co.

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510.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 3, May-Jun81.	TX0000688977	5/7/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
511.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 81.	TX0000694349	5/18/1981	The McCall Pattern Company	McCall Pattern Co.
512.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 4, Jul-Aug81.	TX0000734323	7/14/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
513.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 81.	TX0000739000	7/27/1981	The McCall Pattern Company	McCall Pattern Co.
514.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 5, Sep-Oct81.	TX0000765550	9/11/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
515.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 81.	TX0000817129	10/26/1981	The McCall Pattern Company	McCall Pattern Co.
516.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 26, no. 6, Nov-Dec81.	TX0000796921	11/9/1981	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
517.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 1, Jan-Feb82.	TX0000845032	1/7/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
518.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 2, Mar-Apr82.	TX0000902186	3/15/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
519.	McCall's Patterns: sewing's fashion magazine / editor-in- chief, Julia Schon [et al.]. spring 82.	TX0000891661	4/19/1982	The McCall Pattern Company	McCall Pattern Co.
520.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 82.	TX0000928803	5/13/1982	The McCall Pattern Company	McCall Pattern Co.
521.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 3, May82-Jun82.	TX0000925062	5/17/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
522.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 4, Jul-Aug82.	TX0000932185	7/12/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
523.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 82.	TX0000954540	8/6/1982	The McCall Pattern Company	McCall Pattern Co.
524.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 5, Sep- Oct82.	TX0000972152	9/13/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
525.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 82-83.	TX0001008487	11/8/1982	The McCall Pattern Company	McCall Pattern Co.

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526.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 27, no. 6, Nov-Dec82.	TX0001009100	11/16/1982	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
527.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 1, Jan-Feb83.	TX0001059129	1/24/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
528.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 83.	TX0001159426	2/4/1983	The McCall Pattern Company	McCall Pattern Co.
529.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 2 (called 5), Mar- Apr83.	TX0001149315	3/9/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
530.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 3, May-Jun83.	TX0001117159	5/9/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
531.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 83.	TX0001115007	5/9/1983	The McCall Pattern Company	McCall Pattern Co.
532.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 4, Jul-Aug83.	TX0001166905	7/8/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
533.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 83.	TX0001169104	8/10/1983	The McCall Pattern Company	McCall Pattern Co.
534.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 5, Sep-Oct83.	TX0001202673	9/14/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
535.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 28, no. 6, Nov-Dec83.	TX0001235754	11/25/1983	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
536.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 1, Jan-Feb84.	TX0001303350	1/6/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
537.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 2, Mar-Apr84.	TX0001312841	3/7/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
538.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 3, Jun84.	TX0001353342	5/7/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
539.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 83.	TX0001384372	7/12/1984	The McCall Pattern Company	McCall Pattern Co.
540.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 84.	TX0001384373	7/12/1984	The McCall Pattern Company	McCall Pattern Co.
541.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 84.	TX0001384374	7/12/1984	The McCall Pattern Company	McCall Pattern Co.

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542.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 83-84.	TX0001384375	7/12/1984	The McCall Pattern Company	McCall Pattern Co.
543.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 4, Aug84.	TX0001392187	7/24/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
544.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 84-85.	TX0001447932	10/29/1984	The McCall Pattern Company	McCall Pattern Co.
545.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 6, Dec84.	TX0001452225	11/5/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
546.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 29, no. 4, Oct84.	TX0001486981	12/3/1984	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
547.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 1, Feb85.	TX0001555230	4/23/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
548.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 2, Apr85.	TX0001562301	4/24/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
549.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 3, May85.	TX0001586343	5/6/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
550.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 85.	TX0001576842	5/13/1985	The McCall Pattern Company	McCall Pattern Co.
551.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 85.	TX0001605693	5/13/1985	The McCall Pattern Company	McCall Pattern Co.
552.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 4, Aug85.	TX0001616049	7/15/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
553.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 85.	TX0001711654	8/5/1985	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
554.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 5, Sep85.	TX0001658828	9/6/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
555.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 85-86.	TX0001698744	11/15/1985	The McCall Pattern Company	McCall Pattern Co.
556.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 30, no. 6, Dec85.	TX0001709816	12/2/1985	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
557.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 31, no. 1, Feb86.	TX0001731121	1/7/1986	A B C Needlework and Crafts Magazines, Inc.	McCall Pattern Co.
558.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.].	TX0001778628	3/7/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.

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	spring 86.				
559.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 31, no. 2, Apr86.	TX0001798556	3/10/1986	A B C Consumer Magazines, Inc.	McCall Pattern Co.
560.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 86.	TX0001803719	4/1/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
561.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 31, no. 3, Jun86.	TX0001818525	5/7/1986	A B C Consumer Magazines, Inc.	McCall Pattern Co.
562.	McCall's Patterns: sewing's fashion magazine / editor-in- chief, Julia Schon [et al.]. fall 86.	TX0001931456	8/1/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
563.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 31, no. 4, Aug86.	TX0001888583	8/13/1986	A B C Consumer Magazines, Inc.	McCall Pattern Co.
564.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 31, no. 5, Oct86.	TX0001945477	9/4/1986	A B C Consumer Magazines, Inc.	McCall Pattern Co.
565.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 86-87.	TX0001943797	11/1/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
566.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 1, Feb87.	TX0001994719	1/15/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
567.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 3, Jun87.	TX0002065146	5/7/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
568.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 2, Apr87.	TX0002066271	5/11/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
569.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 87.	TX0002090931	6/18/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
570.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 87.	TX0002137306	8/31/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Co.
571.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 5, Oct87.	TX0002156845	9/23/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
572.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 4, Aug87.	TX0002171687	9/28/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
573.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 32, no. 6, Dec87.	TX0002174949	11/5/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.
574.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 1, Jan88.	TX0002218312	12/22/1987	A B C Consumer Magazines, Inc.	McCall Pattern Co.

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575.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 2, Feb88.	TX0002246241	1/21/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
576.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 3, Apr88.	TX0002256407	3/7/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
577.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 4, Jun88.	TX0002303614	5/6/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
578.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 88.	TX0002326275	6/3/1988	the McCall Pattern Company	McCall Pattern Co.
579.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 5, Aug88.	TX0002350476	7/25/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
580.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 88.	TX0002406567	8/4/1988	the McCall Pattern Company	McCall Pattern Co.
581.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 6, Sep88.	TX0002377160	8/22/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
582.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 7, Oct88.	TX0002404466	10/3/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
583.	McCall's Patterns: sewing's fashion magazine / editor-inchief, Julia Schon [et al.]. winter 88-89.	TX0002438633	11/4/1988	the McCall Pattern Company	McCall Pattern Co.
584.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 33, no. 8, Dec88.	TX0002446107	12/1/1988	A B C Consumer Magazines, Inc.	McCall Pattern Co.
585.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 1, Feb89.	TX0002474901	1/9/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
586.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 2, Apr89.	TX0002560848	3/15/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
587.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 3, Jun89.	TX0002543984	5/1/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
588.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 4, Aug89.	TX0002608124	6/30/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
589.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 5, Oct89.	TX0002629919	9/5/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
590.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 34, no. 6, Dec89.	TX0002669854	11/6/1989	A B C Consumer Magazines, Inc.	McCall Pattern Co.
591.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.].	TX0002727627	1/2/1990	A B C Consumer Magazines, Inc.	McCall Pattern Co.

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	v. 35, no. 1, Feb90.				
592.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 35, no. 2, Apr90.	TX0002774387	3/16/1990	A B C Consumer Magazines, Inc.	McCall Pattern Co.
593.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 35, no. 4, Aug90.	TX0002840863	6/11/1990	PJS Publications, Inc.	McCall Pattern Co.
594.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 35, no. 5, Oct90.	TX0002876660	8/22/1990	PJS Publications, Inc.	McCall Pattern Co.
595.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 35, no. 6, Dec90.	TX0002919167	10/18/1990	PJS Publications, Inc.	McCall Pattern Co.
596.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 90.	TX0002923472	11/8/1990	the McCall Pattern Company	McCall Pattern Co.
597.	McCall's Patterns: sewing's fashion magazine / editor-in- chief, Julia Schon [et al.]. winter 90-91.	TX0002936517	11/13/1990	the McCall Pattern Company	McCall Pattern Co.
598.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 36, no. 1, Feb91.	TX0002976606	1/2/1991	PJS Publications, Inc.	McCall Pattern Co.
599.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 91.	TX0002994151	1/28/1991	the McCall Pattern Company	McCall Pattern Co.
600.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 36 (called 37), no. 2 (called 1), Apr91.	TX0003030146	3/22/1991	PJS Publications, Inc.	McCall Pattern Co.
601.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 37, no. 3, Jun91.	TX0003106154	4/30/1991	PJS Publications, Inc.	McCall Pattern Co.
602.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 91.	TX0003062423	5/9/1991	the McCall Pattern Company	McCall Pattern Co.
603.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 37, no. 4, Aug91.	TX0003090184	6/18/1991	PJS Publications, Inc.	McCall Pattern Co.
604.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 91.	TX0003103339	7/15/1991	the McCall Pattern Company	McCall Pattern Co.
605.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 91.	TX0003121782	7/15/1991	the McCall Pattern Company	McCall Pattern Co.
606.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 37, no. 5, Oct91.	TX0003121542	8/15/1991	PJS Publications, Inc.	McCall Pattern Co.
607.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 37, no. 6, Dec91.	TX0003164313	10/21/1991	PJS Publications, Inc.	McCall Pattern Co.

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608.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 91-92.	TX0003211784	12/6/1991	the McCall Pattern Company	McCall Pattern Co.
609.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 1, Feb92.	TX0003203413	12/16/1991	PJS Publications, Inc.	McCall Pattern Co.
610.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 2, Apr92.	TX0003246236	2/10/1992	PJS Publications, Inc.	McCall Pattern Co.
611.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 3, Jun92.	TX0003289754	4/15/1992	PJS Publications, Inc.	McCall Pattern Co.
612.	McCall's Patterns: sewing's fashion magazine / editor-in- chief, Julia Schon [et al.]. spring 92.	TX0003337407	5/29/1992	McCall Pattern Company	McCall Pattern Co.
613.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. summer 92.	TX0003337408	5/29/1992	McCall Pattern Company	McCall Pattern Co.
614.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 4, Aug92.	TX0003333120	6/19/1992	PJS Publications, Inc.	McCall Pattern Co.
615.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 5, Oct92.	TX0003369165	8/19/1992	PJS Publications, Inc.	McCall Pattern Co.
616.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 92.	TX0003378528	8/28/1992	McCall Pattern Company	McCall Pattern Co.
617.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 38, no. 6, Dec92.	TX0003412447	10/14/1992	PJS Publications, Inc.	McCall Pattern Co.
618.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 39, no. 1, Feb93.	TX0003479518	1/28/1993	PJS Publications, Inc.	McCall Pattern Co.
619.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. spring 93.	TX0003478379	2/19/1993	McCall Pattern Company	McCall Pattern Co.
620.	McCall's Patterns: sewing's fashion magazine / editor-inchief, Julia Schon [et al.]. winter 92-93.	TX0003531068	2/19/1993	McCall Pattern Company	McCall Pattern Co.
621.	McCall's needlework & crafts / Rosemary McMurtry, editorial director [et al.]. v. 39, no. 2, Apr93.	TX0003490866	2/24/1993	PJS Publications, Inc.	McCall Pattern Co.
622.	McCall's Patterns: sewing's fashion magazine / editor-inchief, Julia Schon [et al.]. summer 93.	TX0003558058	5/20/1993	McCall Pattern Company	McCall Pattern Co.
623.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 93.	TX0003671536	10/8/1993	McCall Pattern Company	McCall Pattern Co.
624.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.].	TX0003837873	6/2/1994	McCall Pattern Company	McCall Pattern Co.

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	Issue Registered summer 94.				
625.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. fall 94.	TX0003904554	9/6/1994	McCall Pattern Company	McCall Pattern Co.
626.	McCall's Patterns: sewing's fashion magazine / editor-in-chief, Julia Schon [et al.]. winter 94.	TX0003994491	11/30/1994	McCall Pattern Company	McCall Pattern Co.
627.	McCall's. winter 06.	TX0006516534	2/2/2007	McCall Pattern Company	McCall Pattern Co.
628.	McCall's super-book of afghans / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.].	TX0000026678	4/18/1978	The McCall Pattern Company	McCall Pattern Co.,
629.	McCall's Christmas crafts in felt :book VI /by the editors of McCall's Needlework & Crafts ; photography, except for p. 10- 11, 13-14, and 33 by Andre Gillardin.	TX0000154210	9/18/1978	McCall Pattern Company	McCall Pattern Co.,
630.	Leaflet number 962-NB, McCall's Needlework & crafts magazine.	TX0000320620	4/2/1979	The McCall Pattern Company	McCall Pattern Co.,
631.	McCall's knit it for children / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 1.	TX0000378221	8/24/1979	A B C Needlework and Craft Magazines, Inc.	McCall Pattern Co.,
632.	Carefree patterns from McCall's.	TX0000146968	1/1/1978	McCall Pattern Company	McCall Pattern Company
633.	Carefree patterns from McCall's.	TX0000003861	1/13/1978	The McCall Pattern Company	McCall Pattern Company
634.	McCall's star-ways iron-ons / Rosemary Maceiras, editor; designs by Jim Aplin, Ed Hannigan, Debby Young. v. 7.	TX0000054722	2/1/1978	The McCall Pattern Company	McCall Pattern Company
635.	Carefree patterns from McCall's. Mar-Apr78.	TX0000026999	3/30/1978	The McCall Pattern Company	McCall Pattern Company
636.	Carefree patterns from McCall's. May78.	TX0000060885	4/4/1978	The McCall Pattern Company	McCall Pattern Company
637.	Carefree patterns from McCall's. Jun78.	TX0000027400	4/10/1978	The McCall Pattern Company	McCall Pattern Company
638.	Emily and wardrobe.	TX0000026662	4/18/1978	The McCall Pattern Company	McCall Pattern Company
639.	Covered boxes.	TX0000026663	4/18/1978	The McCall Pattern Company	McCall Pattern Company
640.	Dollhouse furniture.	TX0000026664	4/18/1978	The McCall Pattern Company	McCall Pattern Company
641.	Dollhouse.	TX0000026665	4/18/1978	The McCall Pattern Company	McCall Pattern Company
642.	Whitework.	TX0000026666	4/18/1978	The McCall Pattern Company	McCall Pattern Company
643.	Blackwork.	TX0000026667	4/18/1978	The McCall Pattern Company	McCall Pattern Company
644.	Garden wedding gown.	TX0000026668	4/18/1978	The McCall Pattern Company	McCall Pattern Company
645.	Spring house needlepoint.	TX0000026669	4/18/1978	The McCall Pattern Company	McCall Pattern Company

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646.	Cuddly creatures.	TX0000026670	4/18/1978	The McCall Pattern Company	McCall Pattern Company
647.	Interchangeable yarns.	TX0000026671	4/18/1978	The McCall Pattern Company	McCall Pattern Company
648.	Where to buy handwork supplies.	TX0000026672	4/18/1978	The McCall Pattern Company	McCall Pattern Company
649.	Six super shawls.	TX0000026673	4/18/1978	The McCall Pattern Company	McCall Pattern Company
650.	Dutch and Swiss dolls.	TX0000026674	4/18/1978	The McCall Pattern Company	McCall Pattern Company
651.	[Transfer kit no.] 141-T.	TX0000026675	4/18/1978	The McCall Pattern Company	McCall Pattern Company
652.	[Transfer kit no.] 140-T.	TX0000026676	4/18/1978	The McCall Pattern Company	McCall Pattern Company
653.	McCall's Needlepoint & embroidery encyclopedia :a learn-by-doing-book /by the editors of McCall's Needlework & Crafts Magazine.	TX0000026679	4/18/1978	The McCall Pattern Company	McCall Pattern Company
654.	Carefree patterns from McCall's. Jul78.	TX0000042952	5/26/1978	The McCall Pattern Company	McCall Pattern Company
655.	Carefree patterns from McCall's.	TX0000049703	6/5/1978	The McCall Pattern Company	McCall Pattern Company
656.	Leaflet number 934-NB, McCall's Needlework & crafts magazine, grandma doll and cuddly cat.	TX0000119010	6/26/1978	The McCall Pattern Company	McCall Pattern Company
657.	Leaflet number 935-NB, McCall's Needlework & crafts magazine, tasseled totes/embroidered pillows.	TX0000119011	6/26/1978	The McCall Pattern Company	McCall Pattern Company
658.	Leaflet number 930-NB, McCall's Needlework & crafts magazine, toddlers' dresses.	TX0000119012	6/26/1978	The McCall Pattern Company	McCall Pattern Company
659.	Leaflet number 929-NB, McCall's Needlework & crafts magazine, garden needlepoint.	TX0000119013	6/26/1978	The McCall Pattern Company	McCall Pattern Company
660.	Leaflet number 936-NB, McCall's Needlework & crafts magazine, baby things.	TX0000119014	6/26/1978	The McCall Pattern Company	McCall Pattern Company
661.	Leaflet number 932-NB, McCall's Needlework & crafts magazine, desserts to delight.	TX0000119015	6/26/1978	The McCall Pattern Company	McCall Pattern Company
662.	Leaflet number 931-NB, McCall's Needlework & crafts magazine, denim blues quilt and pillows.	TX0000119016	6/26/1978	The McCall Pattern Company	McCall Pattern Company
663.	Leaflet number 933-NB, McCall's Needlework & crafts magazine, once-upon-a-time needlepoint pillow.	TX0000119017	6/26/1978	The McCall Pattern Company	McCall Pattern Company
664.	McCall's macrame, rugmaking & weaving encyclopedia: a learn-by-doing-book / by the editors of McCall's needlework & crafts magazine.	TX0000216444	6/26/1978	The McCall Pattern Company	McCall Pattern Company
665.	142-T flowers and friends.	TX0000107137	6/27/1978	The McCall Pattern Company	McCall Pattern Company
666.	Carefree patterns from McCall's. Sep78.	TX0000064077	7/10/1978	The McCall Pattern Company	McCall Pattern Company
667.	Carefree patterns from McCall's.	TX0000083939	8/7/1978	The McCall Pattern Company	McCall Pattern Company

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	Issue Registered				
	Oct78.		0/5/4050	The N. C. II D.	14 G 11 D G
668.	Carefree patterns from McCall's. Nov78.	TX0000179994	9/5/1978	The McCall Pattern Company	McCall Pattern Company
669.	McCall's Christmas bazaar /by the editors of McCall's	TX0000154211	9/18/1978	McCall Pattern Company	McCall Pattern Company
670.	Needlework & Crafts. Leaflet number 940-NB :jungle life embroidery.	TX0000374201	9/18/1978	McCall Pattern Company	McCall Pattern Company
671.	McCall's Super-book of knit & crochet /by the editors of McCall's needlework & crafts; knit/crochet editor, Gena Rhoades; copy editor, Nan Biasiny.	TX0000108829	9/18/1978	The McCall Pattern Company	McCall Pattern Company
672.	McCall's needlework and crafts magazine. leaflet no. 939-NB.	TX0000108631	9/18/1978	The McCall Pattern Company	McCall Pattern Company
673.	McCall's needlework and crafts magazine. leaflet no. 937-NB.	TX0000108632	9/18/1978	The McCall Pattern Company	McCall Pattern Company
674.	McCall's needlework and crafts magazine. leaflet no. 945-NB.	TX0000108633	9/18/1978	The McCall Pattern Company	McCall Pattern Company
675.	McCall's needlework and crafts magazine. leaflet no. 944-NB.	TX0000108634	9/18/1978	The McCall Pattern Company	McCall Pattern Company
676.	McCall's needlework and crafts magazine. leaflet no. 943-NB.	TX0000108635	9/18/1978	The McCall Pattern Company	McCall Pattern Company
677.	McCall's needlework and crafts magazine. leaflet no. 942-NB.	TX0000108636	9/18/1978	The McCall Pattern Company	McCall Pattern Company
678.	McCall's needlework and crafts magazine. leaflet no. 941-NB.	TX0000108637	9/18/1978	The McCall Pattern Company	McCall Pattern Company
679.	McCall's needlework and crafts magazine. leaflet no. 947-NB.	TX0000108638	9/18/1978	The McCall Pattern Company	McCall Pattern Company
680.	McCall's needlework and crafts magazine.	TX0000108639	9/18/1978	The McCall Pattern Company	McCall Pattern Company
681.	McCall's needlework and crafts magazine. leaflet no. 938-NB.	TX0000108640	9/18/1978	The McCall Pattern Company	McCall Pattern Company
682.	McCall's needlework transfers.	TX0000109037	9/19/1978	McCall Pattern Company	McCall Pattern Company
683.	McCall's needlework transfers. no. 143-T.	TX0000109038	9/19/1978	McCall Pattern Company	McCall Pattern Company
684.	Carefree patterns from McCall's. Dec78.	TX0000166419	10/10/1978	The McCall Pattern Company	McCall Pattern Company
685.	Needlepunch boxes :leaflet no. 956-NB.	TX0000260292	11/30/1978	The McCall Pattern Company	McCall Pattern Company
686.	Crocheted creche :leaflet no. 951-NB.	TX0000260293	11/30/1978	The McCall Pattern Company	McCall Pattern Company
687.	Needlepoint star :leaflet no. 952-NB.	TX0000260294	11/30/1978	The McCall Pattern Company	McCall Pattern Company
688.	Felt gift-givers :leaflet no. 953-NB.	TX0000260295	11/30/1978	The McCall Pattern Company	McCall Pattern Company
689.	Aprons and pinafores :leaflet no. 955-NB.	TX0000260296	11/30/1978	The McCall Pattern Company	McCall Pattern Company
690.	Miniature room and furniture to make :leaflet no. 949-NB.	TX0000260297	11/30/1978	The McCall Pattern Company	McCall Pattern Company
691.	Wooden boxes motifs :leaflet no. 950-NB.	TX0000260298	11/30/1978	The McCall Pattern Company	McCall Pattern Company

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692.	Counted thread ornaments :leaflet no. 954-NB.	TX0000260299	11/30/1978	The McCall Pattern Company	McCall Pattern Company
693.	Dollhouse furniture :leaflet no. 948-NB.	TX0000260300	11/30/1978	The McCall Pattern Company	McCall Pattern Company
694.	Carefree patterns from McCall's. Feb79.	TX0000186268	11/30/1978	The McCall Pattern Company	McCall Pattern Company
695.	Carefree patterns from McCall's. Mar79.	TX0000209976	12/29/1978	The McCall Pattern Company	McCall Pattern Company
696.	Carefree patterns from McCall's. Apr79.	TX0000191290	2/14/1979	The McCall Pattern Company	McCall Pattern Company
697.	McCall's. May79.	TX0000239397	3/13/1979	The McCall Pattern Company	McCall Pattern Company
698.	Leaflet number 957-NB /McCall's Needlework & crafts magazine.	TX0000222167	4/2/1979	McCall Pattern Company	McCall Pattern Company
699.	McCall's Leaflet number 958- NB /Needlework & crafts magazine.	TX0000222168	4/2/1979	McCall Pattern Company	McCall Pattern Company
700.	Leaflet number 959-NB /McCall's Needlework & crafts magazine.	TX0000222169	4/2/1979	McCall Pattern Company	McCall Pattern Company
701.	Leaflet number 963-NB /McCall's Needlework & crafts magazine.	TX0000222170	4/2/1979	McCall Pattern Company	McCall Pattern Company
702.	Leaflet number 964-NB /McCall's Needlework & crafts magazine.	TX0000222171	4/2/1979	McCall Pattern Company	McCall Pattern Company
703.	Leaflet number 965-NB /McCall's Needlework & crafts magazine.	TX0000222172	4/2/1979	McCall Pattern Company	McCall Pattern Company
704.	Leaflet number 960-NB /McCall's Needlework & crafts magazine.	TX0000222173	4/2/1979	McCall Pattern Company	McCall Pattern Company
705.	Leaflet number 961-NB /McCall's Needlework & crafts magazine.	TX0000222174	4/2/1979	McCall Pattern Company	McCall Pattern Company
706.	Japanese dolls :[no.] 146-T.	TX0000222191	4/2/1979	The McCall Pattern Company	McCall Pattern Company
707.	Dutch cat :[no.] 145-T.	TX0000222192	4/2/1979	The McCall Pattern Company	McCall Pattern Company
708.	Interchangeable yarns :leaflet no. 966-NB.	TX0000313417	4/2/1979	The McCall Pattern Company	McCall Pattern Company
709.	McCall's book of afghans / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry, knit/crochet editor, Gena Rhoades, copy editor, Nan Mensinga; art director, Bettan Prichard. v. 4.	TX0000222002	4/2/1979	The McCall Pattern Company	McCall Pattern Company
710.	McCall's book of little houses / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 1.	TX0000222269	4/2/1979	The McCall Pattern Company	McCall Pattern Company
711.	McCall's crochet/knit for the home encyclopedia: a learn-by-doing book / by the editors of McCall's needlework & crafts magazine.	TX0000222079	4/2/1979	The McCall Pattern Company	McCall Pattern Company

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712.	McCall's home catalog / Rosemary McMurtry, editorial director [et al.]. spring-summer 79.	TX0000222003	4/2/1979	The McCall Pattern Company	McCall Pattern Company
713.	McCall's macrame / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry, editor, Charlotte Brem; art director, Arlene Hayden.	TX0000222001	4/2/1979	The McCall Pattern Company	McCall Pattern Company
714.	McCall's super baby book / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 1.	TX0000222000	4/2/1979	The McCall Pattern Company	McCall Pattern Company
715.	McCall's. Jun79.	TX0000224593	4/5/1979	The McCall Pattern Company	McCall Pattern Company
716.	McCall's. Jul79.	TX0000235514	4/30/1979	The McCall Pattern Company	McCall Pattern Company
717.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 970-NB.	TX0000240319	5/7/1979	The McCall Pattern Company	McCall Pattern Company
718.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 968-NB.	TX0000240320	5/7/1979	The McCall Pattern Company	McCall Pattern Company
719.	McCall's Needlework & crafts magazine : leaflet. leaflet no. 971-NB.	TX0000240321	5/7/1979	The McCall Pattern Company	McCall Pattern Company
720.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 969-NB.	TX0000240322	5/7/1979	The McCall Pattern Company	McCall Pattern Company
721.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 967-NB.	TX0000240323	5/7/1979	The McCall Pattern Company	McCall Pattern Company
722.	Bunnies in strawberry patch :[no.] 147-T.	TX0000241648	5/10/1979	The McCall Pattern Company	McCall Pattern Company
723.	McCall's Super book of dolls / by the editors of McCall's Needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 1.	TX0000241590	5/10/1979	The McCall Pattern Company	McCall Pattern Company
724.	McCall's. Aug79.	TX0000267239	5/16/1979	The McCall Pattern Company	McCall Pattern Company
725.	McCall's crochet it! / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 6.	TX0000253090	5/24/1979	The McCall Pattern Company	McCall Pattern Company
726.	McCall's Pillows / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 1.	TX0000288918	6/28/1979	The McCall Pattern Company	McCall Pattern Company
727.	McCall's. Sep79.	TX0000281886	7/5/1979	The McCall Pattern Company	McCall Pattern Company
728.	McCall's Christmas knit & crochet /by the editors of McCall's Needlework & crafts-editorial director, Rosemary McMurtry; knit/crochet editor, Gena Rhoades; copy editor, Nan Mensinga; art editor, Kathryn Manuelian.	TX0000289146	7/13/1979	The McCall Pattern Company	McCall Pattern Company
729.	Stenciled plaque.	TX0000297064	7/19/1979	McCall Pattern Company	McCall Pattern Company

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730.	Tinsel flower painting.	TX0000297065	7/19/1979	The McCall Pattern Company	McCall Pattern Company
731.	Dog and cat latch hook rugs :leaflet no. 972-NB.	TX0000297066	7/19/1979	The McCall Pattern Company	McCall Pattern Company
732.	Make the scene in sweater art.	TX0000297067	7/19/1979	The McCall Pattern Company	McCall Pattern Company
733.	Crewel and brownwork designs.	TX0000297068	7/19/1979	The McCall Pattern Company	McCall Pattern Company
734.	Urn quilt.	TX0000297069	7/19/1979	The McCall Pattern Company	McCall Pattern Company
735.	Leaflet number 978-NB :McCall's Needlework & crafts magazine, leaflet list.	TX0000341873	7/19/1979	The McCall Pattern Company	McCall Pattern Company
736.	148-T.	TX0000296242	7/26/1979	The McCall Pattern Company	McCall Pattern Company
737.	McCall's. Oct79.	TX0000320887	8/13/1979	The McCall Pattern Company	McCall Pattern Company
738.	McCall's. Dec79.	TX0000390760	9/15/1979	The McCall Pattern Company	McCall Pattern Company
739.	McCall's. Nov79.	TX0000332847	9/19/1979	The McCall Pattern Company	McCall Pattern Company
740.	McCall's Early American decorating & crafts / Rosemary McMurtry, editorial director [et al.]. v. 1.	TX0000441472	10/16/1979	A B C Needlework and Crafts Magazines, Inc	McCall Pattern Company
741.	McCall's. Jan80.	TX0000368014	11/19/1979	The McCall Pattern Company	McCall Pattern Company
742.	McCall's. Feb80.	TX0000376717	12/6/1979	The McCall Pattern Company	McCall Pattern Company
743.	McCall's. Mar80.	TX0000395840	1/16/1980	The McCall Pattern Company	McCall Pattern Company
744.	McCall's. May80.	TX0000473833	2/14/1980	The McCall Pattern Company	McCall Pattern Company
745.	McCall's. Apr80.	TX0000420422	2/21/1980	The McCall Pattern Company	McCall Pattern Company
746.	McCall's crochet it! / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry [et al.]. v. 7.	TX0000474113	5/5/1980	The McCall Pattern Company	McCall Pattern Company
747.	McCall's Needlework & crafts magazine : leaflet. leaflet no. 998-NB.	TX0000474105	5/9/1980	The McCall Pattern Company	McCall Pattern Company
748.	McCall's Needlework & crafts magazine : leaflet. leaflet no. 997-NB.	TX0000474106	5/9/1980	The McCall Pattern Company	McCall Pattern Company
749.	McCall's Needlework & crafts magazine : leaflet. leaflet no. 999-NB.	TX0000479044	5/9/1980	The McCall Pattern Company	McCall Pattern Company
750.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 350-NB.	TX0000474107	5/13/1980	The McCall Pattern Company	McCall Pattern Company
751.	McCall's Needlework & crafts magazine: leaflet. leaflet no. 352-NB.	TX0000474108	5/13/1980	The McCall Pattern Company	McCall Pattern Company
752.	McCall's. Jul80.	TX0000478643	5/16/1980	The McCall Pattern Company	McCall Pattern Company
753.	McCall's. Jun80.	TX0000480835	5/16/1980	The McCall Pattern Company	McCall Pattern Company
754.	McCall's. Aug80.	TX0000487517	6/6/1980	The McCall Pattern Company	McCall Pattern Company
755.	McCall's. Sep80.	TX0000505929	7/8/1980	The McCall Pattern Company	McCall Pattern Company
756.	McCall's. Oct80.	TX0000539348	8/14/1980	The McCall Pattern Company	McCall Pattern Company

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757.	McCall's. Nov80.	TX0000541471	9/8/1980	The McCall Pattern Company	McCall Pattern Company
758.	McCall's. Dec80.	TX0000564530	10/6/1980	The McCall Pattern Company	McCall Pattern Company
759.	McCall's book of afghans / by the editors of McCall's needlework & crafts; editorial director, Rosemary McMurtry, knit/crochet editor, Gena Rhoades, copy editor, Nan Mensinga; art director, Bettan Prichard. v. 6, no. 14033.	TX0000556282	10/7/1980	The A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
760.	McCall's. Jan81.	TX0000634250	10/16/1980	The McCall Pattern Company	McCall Pattern Company
761.	McCall's. Mar81.	TX0000625350	1/7/1981	The McCall Pattern Company	McCall Pattern Company
762.	McCall's. Apr81.	TX0000627991	2/13/1981	The McCall Pattern Company	McCall Pattern Company
763.	McCall's. May81.	TX0000648656	3/11/1981	The McCall Pattern Company	McCall Pattern Company
764.	McCall's Needlework & crafts magazine : leaflet. leaflet no. L-373.	TX0000674801	4/6/1981	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
765.	McCall's Needlework & crafts magazine : leaflet. leaflet no. L-372.	TX0000703521	4/6/1981	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
766.	McCall's Needlework & crafts magazine : leaflet. leaflet no. L-366.	TX0000674802	4/6/1981	The McCall Pattern Company	McCall Pattern Company
767.	McCall's. Jun81.	TX0000670158	4/10/1981	The McCall Pattern Company	McCall Pattern Company
768.	McCall's. Jul81.	TX0000687664	5/13/1981	The McCall Pattern Company	McCall Pattern Company
769.	McCall's. Sep81.	TX0000842101	7/1/1981	The McCall Pattern Company	McCall Pattern Company
770.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L-993.	TX0000731816	7/9/1981	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
771.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L-379.	TX0000731817	7/9/1981	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
772.	McCall's. Oct81.	TX0000752912	8/6/1981	The McCall Pattern Company	McCall Pattern Company
773.	McCall's. Nov81.	TX0000860356	9/1/1981	The McCall Pattern Company	McCall Pattern Company
774.	McCall's Needlework & crafts magazine : leaflet. leaflet no. T-154.	TX0000771770	9/14/1981	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
775.	McCall's. Dec81.	TX0000796550	10/26/1981	The McCall Pattern Company	McCall Pattern Company
776.	McCall's. Jan82.	TX0000860357	11/1/1981	The McCall Pattern Company	McCall Pattern Company
777.	McCall's. Mar82.	TX0000828230	1/8/1982	The McCall Pattern Company	McCall Pattern Company
778.	McCall's. Apr82.	TX0000854956	2/16/1982	The McCall Pattern Company	McCall Pattern Company
779.	McCall's. May82.	TX0000866885	3/10/1982	The McCall Pattern Company	McCall Pattern Company
780.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L389. Issue title: Autumn scene, basketweave, stained glass.	TX0000871030	3/15/1982	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
781.	McCall's. Jun82.	TX0000891770	4/19/1982	The McCall Pattern Company	McCall Pattern Company

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782.	McCall's. Jul82.	TX0000920198	5/13/1982	The McCall Pattern Company	McCall Pattern Company
783.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L391.	TX0000927384	5/24/1982	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
784.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L393.	TX0000960884	7/8/1982	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
785.	McCall's Needlework & crafts magazine : leaflet. leaflet no. L392.	TX0000967580	7/9/1982	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
786.	McCall's. Sep82.	TX0000954685	8/6/1982	The McCall Pattern Company	McCall Pattern Company
787.	McCall's. Oct82.	TX0000967452	8/27/1982	The McCall Pattern Company	McCall Pattern Company
788.	McCall's. Nov82.	TX0000977492	9/17/1982	The McCall Pattern Company	McCall Pattern Company
789.	McCall's. Dec82.	TX0000994849	10/18/1982	The McCall Pattern Company	McCall Pattern Company
790.	McCall's. Jan83.	TX0001032500	11/10/1982	The McCall Pattern Company	McCall Pattern Company
791.	McCall's. Mar83.	TX0001085039	1/1/1983	The McCall Pattern Company	McCall Pattern Company
792.	McCall's. Apr83.	TX0001059379	2/3/1983	The McCall Pattern Company	McCall Pattern Company
793.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L395.	TX0001084128	3/8/1983	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
794.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L396.	TX0001084129	3/8/1983	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
795.	McCall's. May83.	TX0001079402	3/11/1983	The McCall Pattern Company	McCall Pattern Company
796.	McCall's. Jun83.	TX0001095630	4/6/1983	The McCall Pattern Company	McCall Pattern Company
797.	McCall's. Jul83.	TX0001111253	5/3/1983	The McCall Pattern Company	McCall Pattern Company
798.	McCall's Needlework & crafts magazine : leaflet. leaflet no. L398.	TX0001169304	7/8/1983	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
799.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L397.	TX0001169305	7/8/1983	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
800.	McCall's. Sep83.	TX0001150133	7/11/1983	The McCall Pattern Company	McCall Pattern Company
801.	McCall's. Oct83.	TX0001169188	8/10/1983	The McCall Pattern Company	McCall Pattern Company
802.	McCall's. Nov83.	TX0001185046	9/8/1983	The McCall Pattern Company	McCall Pattern Company
803.	McCall's. Dec83.	TX0001205775	10/11/1983	The McCall Pattern Company	McCall Pattern Company
804.	McCall's. Jan-Feb84.	TX0001279838	12/12/1983	The McCall Pattern Company	McCall Pattern Company
805.	McCall's. Mar84.	TX0001348275	1/6/1984	the McCall Pattern Company	McCall Pattern Company
806.	McCall's. Apr84.	TX0001274872	1/31/1984	The McCall Pattern Company	McCall Pattern Company
807.	McCall Pattern's Guide to sewing power :a personal approach to wardrobe management & clothing construction /by Mickey Jackson ; edited by Judith D. Lindow.	TX0001393755	5/22/1984	Kendall/Hunt Publishing Company	McCall Pattern Company

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808.	McCall's. Jun84.	TX0001363239	6/5/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
809.	McCall's. May84.	TX0001363240	6/5/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
810.	McCall's. Jul-Aug84.	TX0001363241	6/5/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
811.	McCall's. Sep84.	TX0001481432	7/12/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
812.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L402.	TX0001392479	7/31/1984	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
813.	McCall's Needlework & crafts magazine: leaflet. leaflet no. L401.	TX0001392480	7/31/1984	A B C Needlework & Crafts Magazines, Inc.	McCall Pattern Company
814.	McCall's. Oct84.	TX0001429310	9/17/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
815.	McCall's. Nov84.	TX0001429311	9/17/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
816.	McCall's. Dec84.	TX0001447933	10/29/1984	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
817.	McCall's. Mar85.	TX0001579103	5/13/1985	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
818.	McCall's. May85.	TX0001579104	5/13/1985	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
819.	McCall's. Jun85.	TX0001579105	5/13/1985	T L C Pattern, Inc. d.b.a. The McCall Pattern Company	McCall Pattern Company
820.	McCall's. Apr85.	TX0001579102	5/13/1985	TLC Pattern, Inc., d.b.a. the McCall Pattern Company	McCall Pattern Company
821.	McCall's. Sep85.	TX0001639854	8/8/1985	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
822.	McCall's. Jan-Feb86.	TX0001720188	11/15/1985	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
823.	McCall's. Mar86.	TX0001774505	1/9/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
824.	McCall's. Apr86.	TX0001780977	3/7/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
825.	McCall's. May86.	TX0001780978	3/7/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
826.	Serger Overlock by McCall's.	TX0001812075	4/24/1986	McCall Pattern Company,	McCall Pattern Company
827.	McCall's. Jun86.	TX0001896436	4/24/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
828.	McCall's. Oct86.	TX0001900373	8/13/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
829.	McCall's. Sep86.	TX0001900374	8/13/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
830.	McCall's. Jul-Aug86.	TX0001900375	8/13/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company

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831.	McCall's. Nov86.	TX0001947775	11/21/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
832.	McCall's. Jan-Feb87.	TX0001947779	11/21/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
833.	McCall's. Dec86.	TX0001947780	11/21/1986	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
834.	McCall's. Jun87.	TX0002189670	6/18/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
835.	McCall's. Sep87.	TX0002189672	6/18/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
836.	McCall's. summer 87.	TX0002189673	6/18/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
837.	McCall's. Jul-Aug87.	TX0002189674	6/18/1987	T L C Pattern, Inc. d.b.a. the McCall Pattern Company	McCall Pattern Company
838.	McCall's. fall 87 (Oct)	TX0002196871	8/31/1987	the McCall Pattern Company	McCall Pattern Company
839.	McCall's. Jul-Aug88.	TX0002319701	6/3/1988	the McCall Pattern Company	McCall Pattern Company
840.	McCall's. Jun88.	TX0002338013	6/3/1988	the McCall Pattern Company	McCall Pattern Company
841.	McCall's. mayo.	TX0002319702	6/3/1988	the McCall's Pattern Company	McCall Pattern Company
842.	McCall's. Sep88.	TX0002399170	8/4/1988	the McCall Pattern Company	McCall Pattern Company
843.	McCall's Kid power.	TX0002403087	8/22/1988	McCall Pattern Company	McCall Pattern Company
844.	McCall's. Oct88.	TX0002405049	8/22/1988	the McCall Pattern Company	McCall Pattern Company
845.	McCall's. Nov88.	TX0002417538	10/7/1988	the McCall Pattern Company	McCall Pattern Company
846.	McCall's. Dec88.	TX0002436639	11/4/1988	the McCall Pattern Company	McCall Pattern Company
847.	McCall's. May89.	TX0002554569	4/13/1989	the McCall Pattern Company	McCall Pattern Company
848.	McCall's. Nov90.	TX0002924013	10/17/1990	the McCall Pattern Company	McCall Pattern Company
849.	McCall's. Dec90.	TX0002933287	10/17/1990	the McCall Pattern Company	McCall Pattern Company
850.	McCall's. Oct90.	TX0002934716	10/17/1990	the McCall Pattern Company	McCall Pattern Company
851.	McCall's. Sep90.	TX0002976918	10/17/1990	the McCall Pattern Company	McCall Pattern Company
852.	McCall's. Jan-Feb91.	TX0002976919	11/13/1990	the McCall Pattern Company	McCall Pattern Company
853.	McCall's at home :decorating made easy.	TX0002992170	1/28/1991	McCall Pattern Company	McCall Pattern Company
854.	McCall's. Mar91.	TX0002992169	1/28/1991	the McCall Pattern Company	McCall Pattern Company
855.	McCall's. Apr91.	TX0002992171	1/28/1991	the McCall Pattern Company	McCall Pattern Company
856.	McCall's. May91.	TX0003064827	3/7/1991	the McCall Pattern Company	McCall Pattern Company
857.	McCall's. Jul-Aug91.	TX0003064826	5/9/1991	the McCall Pattern Company	McCall Pattern Company
858.	McCall's. Jun91.	TX0003064828	5/9/1991	the McCall Pattern Company	McCall Pattern Company
859.	McCall's Snapshots of fun.	TX0003133663	8/14/1991	McCall Pattern Company	McCall Pattern Company
860.	McCall's.	TX0003132567	8/14/1991	the McCall Pattern	McCall Pattern Company
	Oct91.		1	Company	

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861.	McCall's :Halloween on parade.	TX0003216021	10/7/1991	McCall Pattern Company	McCall Pattern Company
862.	McCall's. Nov91.	TX0003170769	10/7/1991	the McCall Pattern Company	McCall Pattern Company
863.	McCall's. Dec91.	TX0003196984	10/21/1991	the McCall Pattern Company	McCall Pattern Company
864.	McCall's. Jan92.	TX0003218215	12/6/1991	the McCall Pattern Company	McCall Pattern Company
865.	McCall's. Mar92.	TX0003259599	1/27/1992	the McCall Pattern Company	McCall Pattern Company
866.	McCall's Great decorating :the home collection.	TX0003273768	3/16/1992	McCall Pattern Company	McCall Pattern Company
867.	McCall's Jumping Beans at \$3.95.	TX0003273769	3/16/1992	McCall Pattern Company	McCall Pattern Company
868.	McCall's. May92.	TX0003273770	3/16/1992	the McCall Pattern Company	McCall Pattern Company
869.	McCall's. Apr92.	TX0003273771	3/16/1992	the McCall Pattern Company	McCall Pattern Company
870.	McCall's. Jul92.	TX0003319039	5/29/1992	the McCall Pattern Company	McCall Pattern Company
871.	McCall's. Sep92.	TX0003364739	7/13/1992	McCall Pattern Company	McCall Pattern Company
872.	McCall's. Oct92.	TX0003426058	8/28/1992	McCall Pattern Company	McCall Pattern Company
873.	McCall's. Dec92.	TX0003416353	10/15/1992	McCall Pattern Company	McCall Pattern Company
874.	"Blossom babies" bunnies. By Faye Wine.	VA0000539891	11/23/1992	the McCall Pattern Company	McCall Pattern Company
875.	McCall's. Apr93.	TX0003496865	2/19/1993	McCall Pattern Company	McCall Pattern Company
876.	McCall's. Mar93.	TX0003496867	2/19/1993	McCall Pattern Company	McCall Pattern Company
877.	McCall's. Jul-Aug93.	TX0003561405	5/20/1993	McCall Pattern Company	McCall Pattern Company
878.	McCall's. Jun93.	TX0003562018	5/20/1993	McCall Pattern Company	McCall Pattern Company
879.	McCall's. Oct93.	TX0003735816	10/8/1993	McCall Pattern Company	McCall Pattern Company
880.	McCall's. Nov93.	TX0003735817	10/8/1993	McCall Pattern Company	McCall Pattern Company
881.	McCall's. Sep93.	TX0003735818	10/8/1993	McCall Pattern Company	McCall Pattern Company
882.	McCall's. Jul94.	TX0003912711	6/2/1994	McCall Pattern Company	McCall Pattern Company
883.	McCall's. Sep94.	TX0003883613	7/13/1994	McCall Pattern Company	McCall Pattern Company
884.	McCall's. Oct94.	TX0003914190	9/6/1994	McCall Pattern Company	McCall Pattern Company
885.	McCall's. Nov94.	TX0003989965	11/30/1994	McCall Pattern Company	McCall Pattern Company
886.	McCall's. Dec94.	TX0003998831	11/30/1994	McCall Pattern Company	McCall Pattern Company
887.	McCall's. Jan95.	TX0004026964	11/30/1994	McCall Pattern Company	McCall Pattern Company
888.	Stitch 'n' Save : no. 3073.	VA0001176710	3/28/2003	McCall Pattern Company	McCall Pattern Company
889.	Miss Dress :no. 2325.	VA0001190405	4/17/2003	McCall Pattern Company	McCall Pattern Company
	Lauren Sara maternity :no.	VA0001190406	4/17/2003	McCall Pattern Company	McCall Pattern Company
890.	1403.	t	4/17/2003	McCall Pattern Company	McCall Pattern Company
	1465. 7-14 dress & jacket :no. 7001.	VA0001190407		,	
891.	7-14 dress & jacket :no. 7001.	VA0001190407 VA0001190408		McCall Pattern Company	
891. 892.	7-14 dress & jacket :no. 7001. [KoKo Beall dress] :no. 7016.	VA0001190408	4/17/2003	McCall Pattern Company McCall Pattern Company	McCall Pattern Company
891. 892. 893.	7-14 dress & jacket :no. 7001. [KoKo Beall dress] :no. 7016. B. Mischika SO :no. 2065.	VA0001190408 VA0001190411	4/17/2003 4/17/2003	McCall Pattern Company	McCall Pattern Company McCall Pattern Company
891. 892. 893. 894.	7-14 dress & jacket :no. 7001. [KoKo Beall dress] :no. 7016. B. Mischika SO :no. 2065. Miss Wardrobe :no. 1290.	VA0001190408 VA0001190411 VA0001190412	4/17/2003 4/17/2003 4/17/2003	McCall Pattern Company McCall Pattern Company	McCall Pattern Company McCall Pattern Company McCall Pattern Company
891. 892. 893. 894. 895.	7-14 dress & jacket :no. 7001. [KoKo Beall dress] :no. 7016. B. Mischika SO :no. 2065. Miss Wardrobe :no. 1290. Rimini dress :no. 6502.	VA0001190408 VA0001190411 VA0001190412 VA0001190413	4/17/2003 4/17/2003 4/17/2003 4/17/2003	McCall Pattern Company McCall Pattern Company McCall Pattern Company	McCall Pattern Company McCall Pattern Company McCall Pattern Company McCall Pattern Company
891. 892. 893. 894.	7-14 dress & jacket :no. 7001. [KoKo Beall dress] :no. 7016. B. Mischika SO :no. 2065. Miss Wardrobe :no. 1290.	VA0001190408 VA0001190411 VA0001190412	4/17/2003 4/17/2003 4/17/2003	McCall Pattern Company McCall Pattern Company	McCall Pattern Company McCall Pattern Company McCall Pattern Company

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899.	Miss Dress SO :no. 6916.	VA0001190417	4/17/2003	McCall Pattern Company	McCall Pattern Company
900.	Miss Jumper :no. 6806.	VA0001190418	4/17/2003	McCall Pattern Company	McCall Pattern Company
901.	Miss Dress :no. 6805.	VA0001190419	4/17/2003	McCall Pattern Company	McCall Pattern Company
902.	Costume kids/adults :no. 4171.	VA0001190420	4/17/2003	McCall Pattern Company	McCall Pattern Company
903.	Waverly windows :no. 6370.	VA0001190421	4/17/2003	McCall Pattern Company	McCall Pattern Company
904.	Special occasion Miss :no. 4824.	VA0001190422	4/17/2003	McCall Pattern Company	McCall Pattern Company
905.	Miss Special Occasion :no. 6533.	VA0001190423	4/17/2003	McCall Pattern Company	McCall Pattern Company
906.	Miss 3 HR dress :no. 6457.	VA0001190424	4/17/2003	McCall Pattern Company	McCall Pattern Company
907.	Miss Suit :no. 6803.	VA0001190424 VA0001190425	4/17/2003	McCall Pattern Company	McCall Pattern Company
908.	Miss Coat & Dress :no. 6804.	VA0001190425 VA0001190426	4/17/2003	McCall Pattern Company	McCall Pattern Company
909.	Miss Dress :no. 6318	VA0001190427	4/17/2003	McCall Pattern Company	McCall Pattern Company
910.	Miss Dress :no. 6125.	VA0001190427 VA0001190428	4/17/2003	McCall Pattern Company	McCall Pattern Company
911.	Miss Dress :no. 4565.	VA0001190428 VA0001190429	4/17/2003	McCall Pattern Company	McCall Pattern Company
911.	Miss Dress :no. 6122.				
		VA0001190430	4/17/2003	McCall Pattern Company	McCall Pattern Company
913.	Window treatment :no. 5573.	VA0001190431	4/17/2003	McCall Pattern Company	McCall Pattern Company
914.	Stitch 'n' save :no. 9435.	VA0001190432	4/17/2003	McCall Pattern Company	McCall Pattern Company
915.	E/E dress :no. 8836.	VA0001190433	4/17/2003	McCall Pattern Company	McCall Pattern Company
916.	McCall's crafts :no. 3760 /by Faye Wine.	VA0001225081	4/17/2003	McCall Pattern Company	McCall Pattern Company
917.	McCall's 1 hour vest :no. 8940.	VA0001225083	4/17/2003	McCall Pattern Company	McCall Pattern Company
918.	McCall's 2 hour bias skirt :no. 8796.	VA0001225085	4/17/2003	McCall Pattern Company	McCall Pattern Company
919.	M. DePremonville suit :no. 1048.	VA0001190409	4/17/2003	McCall Pattern Company	McCall Pattern Company
920.	McCall's costumes easy to sew : no. 2339.	VA0001225082	4/17/2003	McCall Pattern Company	McCall Pattern Company
921.	McCall's easy :no. 2951.	VA0001225084	4/17/2003	McCall Pattern Company	McCall Pattern Company
922.	S. Betzina pant/short : no. 7027.	VA0001190410	4/17/2003	McCall Pattern Company	McCall Pattern Company
923.	Very easy vogue :no. 7052 /designed by Koko Beall.	VA0001225086	4/17/2003	McCall Pattern Company	McCall Pattern Company
924.	Very easy vogue :pattern 7018 /designed by Koko Beall.	VA0001225080	4/17/2003	McCall Pattern Company	McCall Pattern Company
925.	Home dec in-a-sec :no. 8659.	VA0001192035	4/28/2003	McCall Pattern Company	McCall Pattern Company
926.	McCall's costumes :no. 9454.	VA0001192036	4/28/2003	McCall Pattern Company	McCall Pattern Company
927.	Butterick fast & easy classics :no. 6473.	VA0001192037	4/28/2003	McCall Pattern Company	McCall Pattern Company
928.	McCall's. winter 04.	TX0006065430	10/8/2004	McCall Pattern Company	McCall Pattern Company
929.	Vogue patterns. winter 04.	TX0006053029	10/20/2004	McCall Pattern Company	McCall Pattern Company
930.	Butterick. winter 04.	TX0006084347	11/2/2004	McCall Pattern Company	McCall Pattern Company
931.	Vogue patterns. holiday/spring preview 05.	TX0006086307	11/12/2004	McCall Pattern Company	McCall Pattern Company
932.	McCall's. holiday-spring preview.	TX0006075928	11/23/2004	McCall Pattern Company	McCall Pattern Company
933.	Butterick. spring preview 05.	TX0006097158	12/22/2004	McCall Pattern Company	McCall Pattern Company
934.	Butterick. spring 05.	TX0006185734	1/26/2005	McCall Pattern Company	McCall Pattern Company
935.	Butterick. spring 05.	TX0006156546	2/4/2005	McCall Pattern Company	McCall Pattern Company
936.	McCall's. early summer 05.	TX0006178995	4/8/2005	McCall Pattern Company	McCall Pattern Company
937.	Butterick. early summer 05.	TX0006178596	5/4/2005	McCall Pattern Company	McCall Pattern Company
938.	Vogue patterns. summer 05.	TX0006181874	5/16/2005	McCall Pattern Company	McCall Pattern Company
	Vogue patterns.	TX0006218420	5/31/2005	McCall Pattern Company	McCall Pattern Company
939.	spring 05.				

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941.	Butterick. summer 05.	TX0006213766	7/1/2005	McCall Pattern Company	McCall Pattern Company
942.	McCall's. fall 05.	TX0006223821	8/4/2005	McCall Pattern Company	McCall Pattern Company
943.	Vogue patterns. fall 05.	TX0006223783	8/4/2005	McCall Pattern Company	McCall Pattern Company
944.	Butterick. fall 05.	TX0006230898	8/31/2005	McCall Pattern Company	McCall Pattern Company
945.	McCall's. winter 05.	TX0006259881	10/11/2005	McCall Pattern Company	McCall Pattern Company
946.	Butterick. winter-holiday 05.	TX0006248797	10/29/2005	McCall Pattern Company	McCall Pattern Company
947.	McCall's.	TX0006286560	11/23/2005	McCall Pattern Company	McCall Pattern Company
948.	holiday/spring 05. Vogue patterns.	TX0006271179	11/29/2005	McCall Pattern Company	McCall Pattern Company
949.	winter 05. Vogue patterns.	TX0006302596	1/20/2006	McCall Pattern Company	McCall Pattern Company
950.	spring 06. Butterick.	TX0006309286	1/20/2006	McCall Pattern Company	McCall Pattern Company
951.	spring preview 06. McCall's.	TX0006334056	2/7/2006	McCall Pattern Company	McCall Pattern Company
952.	spring 06. Vogue catalog: V205 summer.	TX0006370422	4/11/2006	McCall Pattern Company	McCall Pattern Company
953.	Butterick.	TX0006379648	5/3/2006	McCall Pattern Company	McCall Pattern Company
954.	summer 06. McCall's. summer 06.	TX0006411343	6/20/2006	McCall Pattern Company	McCall Pattern Company
955.	McCall's. fall 06.	TX0006480777	8/25/2006	McCall Pattern Company	McCall Pattern Company
956.	Butterick. fall 06.	TX0006441568	9/25/2006	McCall Pattern Company	McCall Pattern Company
957.	Vogue patterns. fall 06.	TX0006466987	10/9/2006	McCall Pattern Company	McCall Pattern Company
958.	McCall's. holiday 06.	TX0006523075	1/30/2007	McCall Pattern Company	McCall Pattern Company
959.	McCall's. spring 07.	TX0006518299	2/2/2007	McCall Pattern Company	McCall Pattern Company
960.	Butterick. winter-holiday 06.	TX0006516533	2/2/2007	McCall Pattern Company	McCall Pattern Company
961.	McCall's. summer 07.	TX0006600917	6/7/2007	McCall Pattern Company	McCall Pattern Company
962.	Vogue patterns. summer 07.	TX0006588211	6/7/2007	McCall Pattern Company	McCall Pattern Company
963.	Vogue patterns. spring 07.	TX0006600916	6/7/2007	McCall Pattern Company	McCall Pattern Company
964.	McCall's. fall 07.	TX0006610654	7/23/2007	McCall Pattern Company	McCall Pattern Company
965.	McCall's. winter 07.	TX0006924040	12/6/2007	McCall Pattern Company	McCall Pattern Company
966.	Vogue patterns. fall 07.	TX0006924047	12/6/2007	McCall Pattern Company	McCall Pattern Company
967.	Butterick. winter/holiday 07.	TX0006924043	12/6/2007	McCall Pattern Company	McCall Pattern Company
968.	Butterick. fall 07.	TX0006924045	12/6/2007	McCall Pattern Company	McCall Pattern Company
969.	McCall's Spring 2008.	TX0006843240	2/29/2008	McCall Pattern Company	McCall Pattern Company
970.	Vogue Patterns Spring 2008.	TX0006843241	2/29/2008	McCall Pattern Company	McCall Pattern Company
971.	Butterick Spring 2008 :Spring's Best Dresses.	TX0006843244	2/29/2008	McCall Pattern Company	McCall Pattern Company
972.	Vogue Summer 2008.	TX0007269951	7/16/2008	McCall Pattern Company	McCall Pattern Company
973.	McCall Summer 2008.	TX0007269976	7/16/2008	McCall Pattern Company	McCall Pattern Company
974.	McCall. [Published: 2008-03- 03. Issue: Early Summer 2008]	TX0007269980	7/16/2008	McCall Pattern Company	McCall Pattern Company
975.	Butterick. [Published: 2008-05-01. Issue: Summer 2008]	TX0007269984	7/16/2008	McCall Pattern Company	McCall Pattern Company

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976.	Vogue Winter/Holiday 2008.	TX0007276770	1/12/2009	McCall Pattern Company	McCall Pattern Company
977.	McCall Winter 2008.	TX0007276773	1/12/2009	McCall Pattern Company	McCall Pattern Company
978.	Butterick Winter/Holiday 2008.	TX0007276784	1/12/2009	McCall Pattern Company	McCall Pattern Company
979.	Vogue Patterns Spring 2009.	TX0007269972	6/2/2009	McCall Pattern Company	McCall Pattern Company
980.	McCall's Spring 2009.	TX0007296864	6/2/2009	McCall Pattern Company	McCall Pattern Company
981.	Vintage McCall's Patterns Notecards.	VA0001951891	1/5/2015	The McCall Pattern Company	McCall Pattern Company
982.	Vintage McCall's Patterns Notebook Collection.	VA0001997615	1/12/2015	The McCall Pattern Company	McCall Pattern Company
983.	Vintage McCall's Journal.	VA0002104105	11/1/2017	The McCall Pattern Company	McCall Pattern Company
984.	Pattern Behavior: The Seamy Side of Fashion.	TX0008593982	3/5/2018	McCall Pattern Company	McCall Pattern Company
985.	Wallies wallpaper cutouts.	VA0001196572	4/21/2003	McCall Pattern Pattern Company	McCall Pattern Pattern Company
986.	Drawing kit-animals :item no. 480800.	VA0001354816	7/12/2006	Paper Magic Group, Inc.	Paper Magic Group, Inc.
987.	40 all occasion handcrafted greeting cards.	VA0001399295	2/2/2007	Paper Magic Group, Inc.	Paper Magic Group, Inc.
988.	Little gift-wrapped packages greeting card.	VA0001394270	3/2/2007	Paper Magic Group, Inc.	Paper Magic Group, Inc.
989.	Arrangement of 64 handmade gift tags & gift card holders.	VA0001420977	3/5/2007	Paper Magic Group, Inc.	Paper Magic Group, Inc.
990.	Tail Wagging Easter Basket - Duck.	VA0001652755	4/16/2008	Paper Magic Group, Inc.	Paper Magic Group, Inc.
991.	Tail Wagging Easter Basket - Bunny.	VA0001652758	4/16/2008	Paper Magic Group, Inc.	Paper Magic Group, Inc.
992.	Tail Wagging Easter Basket - Lamb.	VA0001652759	4/16/2008	Paper Magic Group, Inc.	Paper Magic Group, Inc.
993.	Simplicity Spring Catalog. [Published: 2010-01-19. Issue:]	TX0007122642	1/25/2010	Simplicity Creative Group	Simplicity Creative Corp
994.	Simplicity Summer Catalog.	TX0007156681	3/8/2010	Simplicity Creative Group	Simplicity Creative Corp
995.	New Look Summer Catalog.	TX0007172909	4/15/2010	Simplicity Creative Group	Simplicity Creative Corp
996.	Simplicity Early Autumn Catalog.	TX0007187568	6/4/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp
997.	New Look Autumn/Winter Catalog.	TX0007241629	8/23/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp
998.	Simplicity Winter/Holiday Catalog.	TX0007271770	9/16/2010	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp
999.	Simplicity Early Spring Catalog.	TX0007292625	11/30/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp
1000.	New Look Spring Catalog.	TX0007319340	1/12/2011	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp Simplicity Creative Corp /
				Group	Simplicity Pattern Co Inc.
1001.	Simplicity Spring Catalog.	TX0007328821	2/10/2011	Simplicity Pattern Co d.b.a. Simplicity Creative Group	Simplicity Creative Corp
1002.	Simplicity Summer Catalog. [Published: 2011-02-05. Issue:	TX0007435789	3/11/2011	Simplicity Pattern Company d.b.a. Simplicity	Simplicity Creative Corp
	j			Creative Group	Simplicity Creative Corp /
1003.	Simplicity Early Autumn Catalog.	TX0007384176	6/6/2011	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp
1004.	Simplicity Spring Catalog.	TX0007490529	1/31/2012	Simplicity Creative Group	Simplicity Creative Corp
1005.	New Look Spring Catalog.	TX0007509118	3/21/2012	Simplicity Creative Group	Simplicity Creative Corp
1006.	Simplicity Summer Catalog.	TX0007529006	3/21/2012	Simplicity Creative Group	Simplicity Creative Corp
1007.	New Look Summer Catalog.	TX0007521239	4/18/2012	Simplicity Pattern Co., Inc.	Simplicity Creative Corp
1008.	Simplicity Early Autumn Catalog.	TX0007552255	6/5/2012	Simplicity Creative Group	Simplicity Creative Corp
1009.	Simplicity Autumn Catalog.	TX0007578842	7/27/2012	Simplicity Creative Group	Simplicity Creative Corp

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1010.	Simplicity's Pillow ideas /[copywriters, Marion Mylly Bartholomew, Susanna Pfeffer ; ill. by Elsie McCorkell and Phoebe Gaughan].	TX0000515102	7/3/1980	Simplicity Pattern Company	Simplicity Creative Corp /
1011.	Simplicity's quick & easy sewing for the home :bed & bath /edited by Anne Marie Soto, and the staff of the Simplicity Pattern Company.	TX0004181560	12/27/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp /
1012.	Inkadinkado 2007 Product Catalog Catalog # 480-20714.	TX0006841914	2/15/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1013.	Dimensions Needlecrafts Spring 2007 The Complete Collection Catalog #476- 120621.	TX0006841933	2/15/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1014.	Inkadinkado 2008 The Big Catalog Catalog #503-30814.	TX0006841942	2/15/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1015.	Dimensions Fall 2000 Catalog Catalog #325-50012.	TX0007117892	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1016.	Dimensions Fall 2002 Catalog Catalog #382-50212.	TX0007117901	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1017.	Dimensions Fall 2003 Catalog Catalog #410-50310.	TX0007121037	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1018.	Dimensions Fall 2004 Catalog Catalog #428-50412.	TX0007121051	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1019.	FeltWorks Fabulous! Catalog Catalog # 499-100715.	TX0007116822	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1020.	Dimensions Holiday 2007 Printed Linens Catalog # 492- 7074.	TX0007117888	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1021.	Dimensions Spring 2006 Dimensions/Baby Hugs/Sunset Catalog Catalog #458-1105 1 0.	TX0007117890	2/22/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1022.	Dimensions - The Complete Collection of Paint and Pencil Crafts Spring 2007 Catalog #473-90620.	TX0007212880	3/5/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1023.	Inkadinkado Holiday Collection 2007 Catalog #490- 6079.	TX0007070241	3/5/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1024.	Inkadinkado Sketches Stamp Collection Catalog 2007 Catalog #489-7078.	TX0007212903	3/5/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1025.	Inkadinkado Free Stamp Program Spring Floral Collection Catalog #509-4084.	TX0007212910	3/5/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1026.	Dimensions Paint and Pencil Crafts Fall 2008 Catalog #506- 30810.	TX0007212914	3/5/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1027.	Inkadinkado 2008 Summer Catalog Cat#510-5088.	TX0007026819	4/7/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1028.	Perler Beads 2007 Catalog #478-30712.	SR0000668131	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1029.	Dimensions Paintworks Paint- by-Number Fall/Holiday 2007 Catalog #482-30716.	TX0007223778	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1030.	Dimensions Paint Works Paint- by-Number Spring 2008 Catalog # 493-90710.	TX0007223785	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1031.	Perler Beads 2008 Catalog #507-30810.	TX0007324305	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1032.	DIMENSIONS Needlecrafts Fall 2007 Catalog #488-60715.	TX0007415216	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.

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1033.	Dimensions Needlecrafts Spring 2008 Catalog # 498- 120712.	TX0007415219	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1034.	Dimensions Needlecrafts Holiday 2008 Catalog #508- 40810.	TX0007415227	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1035.	FeltWorks Needle Felting and Punch Needle Fall 2007 Catalog #486-2074.	TX0007415230	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1036.	Inkadinkado 2008 Valentine Catalog Catalog	TX0007416422	4/14/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1037.	Inkadinkado Free Stamp Program Spring Collection Catalog #512-6084.	TX0007040868	4/21/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1038.	2008 Holiday Stamp Collection - Inkadinkado Catalog # 514- 6088.	TX0007108951	6/13/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1039.	Inkadinkado Free Stamp Program - Fall Collection Catalog #515-8084.	TX0006966553	7/16/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1040.	Inkadinkadoo Inchies - designs by the inch - 08 Catalog Cat #521-10088.	TX0007211072	9/9/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1041.	Paintworks Spring 2009 Cat# 516-9088.	TX0007186237	9/30/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1042.	Feltworks Fabulous Felt Fall 2008 Cat. #517- 40810.	TX0007186240	9/30/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1043.	Inkadinkado Free Stamp Program Holiday Collection Cat #520-10084.	TX0007186245	9/30/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1044.	Inkadinkado Clear stamps Additional Offerings for 2008.	TX0007186285	9/30/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1045.	Dimensions Needlecrafts Spring 2009 CAt. #518 - 120810.	TX0007209608	10/6/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1046.	Inkadinkado Free Stamp Program Valentine's Collection Cat # 522-12084.	TX0007213997	11/12/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1047.	Inkadinkado Love & Friendship 2009 Catalog #523-12088.	TX0007239816	12/10/2008	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1048.	Dimensions Needlecrafts Holiday 2009 Cat. #524 - 4098.	TX0007277446	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1049.	Inkadinkado Sketches Stamp Collection Cat #528 2093.	TX0007278176	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1050.	Inkadinkado Free Stamp Program - Spring Collection Cat #526-2093.	TX0007278191	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1051.	Inkadinkado Clear Stamp assortments Cat. # 529-2093.	TX0007278207	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1052.	Inkadinkado 2009 Catalog #527-2097.	TX0007278849	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1053.	Dimensions Paintworks Fall / Holiday 2009 Catalog Sheet #525-3098.	TX0007278865	3/2/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1054.	Perler Beads funfusion 2009 Cat. #530-20910.	TX0007380381	4/24/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1055.	Inkadinkado Free Stamp Program Celebrations Collection Cat. #532-4093.	TX0007380388	4/24/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1056.	Disney 2009 Perler Beads Cat. #531-30910.	TX0007380397	4/24/2009	Dimensions Crafts LLC	Simplicity Creative Corp / Dimensions Crafts, LLC.
1057.	Sew it all for the home: Simplicity's how-to-book of sewing decorator fashions.	TX0000084449	7/24/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co

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1070	Issue Registered			at the parameter	
1058.	Simplicity Yes I Can! Learn to sew patterns.	TX0000092220	8/21/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1059.	Simplicity sewing for today. v. 19, no. 2, summer 85.	TX0001576588	5/9/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1060.	Simplicity sewing for today.	TX0001657773	9/13/1985	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern Co
1061.	Simplicity. v. 21, no. 1, spring 87.	TX0001995701	1/29/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1062.	Simplicity.	TX0002057689	4/28/1987	Simplicity Pattern	Simplicity Creative Corp /
	v. 21, no. 2, summer 87.			Company, Inc.	Simplicity Pattern Co
1063.	Simplicity Knitting. v. 9, winter 87.	TX0002199247	9/30/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1064.	Simplicity Knitting. v. spring-summer 88.	TX0002241771	1/25/1988	Simplicity Pat[t]ern, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1065.	Simplicity. v. 21, no. 3, spring-summer 88.	TX0002303379	2/24/1988	Simplicity Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1066.	Simplicity Knitting. fall 88.	TX0002377724	7/22/1988	Simplicity Pattern, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1067.	Simplicity Knitting. winter 88.	TX0002415844	9/29/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1068.	Simplicity.	TX0002489704	12/5/1988	Simplicity Pattern	Simplicity Creative Corp /
10.60	v. 21, no. 3, fall-winter 88.	EX.0000 10 1 500	1/20/1000	Company, Inc.	Simplicity Pattern Co
1069.	Simplicity Knitting. spring-summer 89.	TX0002484682	1/30/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1070.	Simplicity.	TX0002493041	2/10/1989	Simplicity Pattern	Simplicity Creative Corp /
	v. 21, no. spring-summer 89.			Company, Inc.	Simplicity Pattern Co
1071.	Simplicity Knitting. spring-summer 89.	TX0002511396	3/29/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1072.	Simplicity.	TX0002650297	10/3/1989	Simplicity Pattern	Simplicity Creative Corp /
	1989.			Company, Inc.	Simplicity Pattern Co
1073.	Simplicity. Dec92.	TX0003425650	10/7/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1074.	Simplicity.	TX0003448220	11/13/1992	Simplicity Pattern	Simplicity Creative Corp /
1075	Jan-Feb93.	TX0003532979	4/5/1002	Company, Inc.	Simplicity Pattern Co
1075.	Simplicity. Jun93.	170003332979	4/5/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1076.	Simplicity.	TX0005030858	12/7/1999	Simplicity Pattern	Simplicity Creative Corp /
1077.	no. 857. Winter catalog. Simplicity.	TX0005030859	12/7/1999	Company, Inc. Simplicity Pattern	Simplicity Pattern Co Simplicity Creative Corp /
	no. 858. Holiday catalog.			Company, Inc.	Simplicity Pattern Co
1078.	Simplicity. no. 859. Early spring catalog.	TX0005052625	12/17/1999	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1079.	Simplicity.	TX0005062645	2/18/2000	Simplicity Pattern	Simplicity Fattern Co Simplicity Creative Corp /
	no. 860. Spring catalog.			Company, Inc.	Simplicity Pattern Co
1080.	Simplicity. holiday.	TX0005214740	11/17/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1081.	Simplicity.	TX0005398919	8/2/2001	Simplicity Pattern	Simplicity Fattern Co Simplicity Creative Corp /
	no. 871, early autumn.			Company, Inc.	Simplicity Pattern Co
1082.	Simplicity.	TX0005428633	9/26/2001	Simplicity Pattern	Simplicity Creative Corp /
1083.	no. 872, autumn. Simplicity.	TX0005428634	9/26/2001	Company, Inc. Simplicity Pattern	Simplicity Pattern Co Simplicity Creative Corp /
1005.	no. 873, winter.		9/20/2001	Company, Inc.	Simplicity Pattern Co
1084.	Simplicity's Simply the best sewing book / edited by Anne Marie Soto and the Staff of the	TX0006180233	4/21/2005	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1085.	Simplicity Pattern Company. Simplicity. spring 07.	TX0006505242	12/12/2006	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1086.	Simplicity.	TX0006551077	3/19/2007	Simplicity Pattern Company, Inc.	Simplicity Pattern Co Simplicity Pattern Co
1087.	early summer. Simplicity.	TX0006817193	7/24/2007	Simplicity Pattern	Simplicity Pattern Co Simplicity Creative Corp /
	autumn.			Company, Inc.	Simplicity Pattern Co
1088.	Simplicity.	TX0006859160	9/19/2007	Simplicity Pattern	Simplicity Creative Corp /
1089.	Winter 08. Simplicity.	TX0006970193	12/12/2007	Company, Inc. Simplicity Pattern	Simplicity Pattern Co Simplicity Creative Corp /
	Holiday catalog.			Company, Inc.	Simplicity Pattern Co

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1090.	Simplicity. early spring 08.	TX0006960204	1/15/2008	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1091.	Simplicity Early Autumn Catalog.	TX0007187568	6/4/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1092.	New Look Autumn/Winter Catalog.	TX0007241629	8/23/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1093.	Simplicity Winter/Holiday Catalog.	TX0007271770	9/16/2010	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co
1094.	Simplicity Spring Catalog.	TX0007328821	2/10/2011	Simplicity Pattern Co d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co
1095.	Simplicity Early Autumn Catalog.	TX0007384176	6/6/2011	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co
1096.	Simplicity Winter/Holiday Catalog.	TX0007429039	9/20/2011	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1097.	New Look Spring Catalog.	TX0007477967	12/19/2011	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1098.	2017 New Look Spring Printemps Primavera 1701N.	TX0008396069	3/31/2017	Simplicity Pattern Co Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1099.	2017 Simplicity Spring Style 1702S.	TX0008396076	3/31/2017	Simplicity Pattern Co Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1100.	2016 Simplicity Winter Holiday 1610S.	TX0008399798	3/31/2017	Simplicity Pattern Co Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1101.	2017 Simplicity Early Spring Trend Preview 1612S.	TX0008399840	3/31/2017	Simplicity Pattern Co Inc.	Simplicity Creative Corp / Simplicity Pattern Co
1102.	New Look. spring 06.	TX0006315349	1/31/2006	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1103.	New Look. summer.	TX0006414436	5/5/2006	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1104.	New Look. autumn 06.	TX0006451862	8/21/2006	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1105.	New Look. spring issue.	TX0005881730	1/13/2004	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1106.	New Look. autumn 04.	TX0006022392	8/16/2004	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1107.	New Look. spring 05.	TX0006101833	1/18/2005	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1108.	New Look. summer.	TX0006186395	5/3/2005	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1109.	New Look. autumn.	TX0006235236	8/11/2005	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1110.	New Look. spring 07.	TX0006506787	1/16/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1111.	New Look. summer 07.	TX0006588897	4/30/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1112.	New Look. autumn 07.	TX0006819457	8/13/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1113.	New Look. winter catalog.	TX0006970191	12/13/2007	Simplicity Pattern Company, Inc.	Simplicity Pattern Co Inc. Simplicity Creative Corp / Simplicity Pattern Co Inc.
1114.	New Look.	TX0006968442	2/29/2008	Simplicity Pattern Company, Inc.	Simplicity Pattern Co Inc. Simplicity Creative Corp / Simplicity Pattern Co Inc.
1115.	spring. Simplicity Summer Catalog. [Published: 2008- 04-18. Issue: no. 0884, Summer]	TX0007032935	4/22/2008	Simplicity Pattern Co. Inc.	Simplicity Pattern Co Inc. Simplicity Pattern Co Inc.
1116.	New Look. [Published: 2008- 04-25. Issue: Summer]	TX0007106783	5/28/2008	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1117.	Simplicity Early Autumn Issue. [Published: 2008-06-06. Issue:	TX0007076759	6/26/2008	Simplicity Pattern Co. Inc.	Simplicity Pattern Co Inc. Simplicity Pattern Co Inc.
1118.	Simplicity Autumn Issue. [Published: 2008-07- 18. Issue:	TX0007114028	8/5/2008	Simplicity Pattern Co Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.

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1119.	Simplicity New Look Winter Issue. [Published: 2008-09-12. Issue: Winter]	TX0007260509	9/25/2008	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1120.	Simplicity Early Spring Issue. [Published: 2008-12-12. Issue:	TX0007546122	9/25/2008	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1121.	Simplicity Holiday Issue. [Published: 2008-10- 17. Issue:	TX0007189438	1/15/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1122.	Simplicity Early Spring Issue. [Published: 2008-12-12. Issue:	TX0007546132	1/16/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1123.	New Look Spring Issue. [Published: 2009-01- 09. Issue:	TX0007089412	1/30/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1124.	Simplicity Spring Fashion Now Issue. [Published: 2009-01-26. Issue:]	TX0007108636	3/2/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1125.	Simplicity Summer Catalog. [Published: 2009- 03-27. Issue:]	TX0007062268	4/13/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1126.	New Look. [Published: 2009- 05-15. Issue: Summer 2009]	TX0007186099	5/25/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1127.	Simplicity Early Autumn. [Published: 2009-05 29. Issue:	TX0007093622	6/5/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1128.	Simplicity Winter/Holiday Catalog. [Published: 2009-08- 24. Issue:]	TX0007060813	8/27/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1129.	New Look Autumn Catalog.	TX0007044575	10/7/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1130.	Simplicity Early Spring Catalog.	TX0007097033	11/27/2009	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1131.	New Look Spring Catalog.	TX0007085909	1/5/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1132.	Simplicity Autumn Catalog.	TX0007276642	7/2/2010	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1133.	Simplicity Early Spring Catalog.	TX0007292625	11/30/2010	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1134.	New Look Summer Catalog.	TX0007376972	4/15/2011	Simplicity Pattern Co. Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1135.	Simplicity Autumn Catalog.	TX0007452958	7/19/2011	Simplicity Pattern Co., Inc. d.b.a. Simplicity Creative Group	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1136.	New Look Autumn/Winter Catalog.	TX0007419965	8/22/2011	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1137.	Simplicity Early Spring Catalog.	TX0007476761	12/16/2011	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1138.	New Look Summer Catalog.	TX0007521239	4/18/2012	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1139.	New Look Autumn/Winter Catalog.	TX0007579562	8/14/2012	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1140.	Simplicity Winter/Holiday Catalog.	TX0007634090	12/12/2012	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1141.	Simplicity Summer Catalog.	TX0007643221	12/17/2012	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1142.	Simplicity Spring Catalog.	TX0007644593	12/18/2012	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1143.	Simplicity Early Spring Catalog.	TX0007642635	12/18/2012	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1144.	New Look Summer Catalog.	TX0007637365	12/20/2012	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.

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1145.	Issue Registered New Look Spring 2013 Catalog. [Published: 2013-01-	TX0007662257	1/22/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1146.	11. Issue:] Simplicity Spring Into Style.	TX0007689654	3/25/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1147.	Simplicity Radiant Summer Styles. [Published: 2012-01-01. Issue:]	TX0007701531	3/25/2013	Simplicity Pattern Co., Inc.	Simplicity Pattern Co Inc. Simplicity Pattern Co Inc.
1148.	Simplicity Early Spring Celebrating 85 Years.	TX0007737537	3/25/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1149.	New Look.	TX0007755305	7/25/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1150.	Simplicity - Hot Topics. [Published: 2013-01-01. Issue: 813]	TX0007763621	7/25/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1151.	Simplicity- Autumn Issue. [Published: 2013-01-01. Issue: no. 814]	TX0007758147	8/9/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1152.	New Look - Autumn Issue. [Published: 2013-01-01. Issue: no. 927]	TX0007758148	8/9/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1153.	New Look Winter - Vol. 928. [Published: 2013-06-01. Issue:	TX0007806069	11/4/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1154.	Simplicity - Winter/Holiday.	TX0007818468	11/12/2013	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1155.	Simplicity - Ease Into Spring - Vol. No. 816.	TX0007844856	3/10/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1156.	Simplicity Fresh Finds - Spring - Vol. No. 817.	TX0007844861	3/10/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1157.	Simplicity - Summer Style.	TX0007890428	5/7/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1158.	New Look Summer - Volume 930. [Published: 2014-02-28. Issue:]	TX0007891330	5/23/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1159.	Simplicity Fall Preview - Early Autumn - Volume 819.	TX0007919232	6/11/2014	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1160.	Simplicity Autumn - Volume 820.	TX0007972101	9/18/2014	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1161.	New Look Winter Volume 932.	TX0007981160	10/30/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1162.	Simplicity Winter/Holiday Volume 821.	TX0007995504	10/30/2014	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1163.	Simplicity Early Spring Preview - Volume 822.	TX0008030236	2/13/2015	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1164.	New Look Spring - 1502N.	TX0008022901	2/13/2015	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1165.	Simplicity Spring - Volume 1502S.	TX0008030237	2/20/2015	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1166.	New Look Summer - Volume 1504N.	TX0008083773	5/6/2015	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1167.	Simplicity Summer - Featuring the Threads Magazine Collection - Volume 1504S.	TX0008094466	5/6/2015	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1168.	Simplicity Early Autumn - Fall Preview (Volume 1506S)	TX0008139396	7/20/2015	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1169.	Simplicity Autumn - Volume 1508S.	TX0008164588	9/16/2015	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1170.	New Look Autumn - Volume 1508N.	TX0008162052	9/16/2015	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1171.	Simplicity - 'Tis The Season To Sew! -Volume 1510S.	TX0008200332	11/23/2015	Simplicity Pattern Co. Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1172.	Simplicity Spring Pattern Preview Volume 1512S.	TX0008231330	1/8/2016	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.

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1173.	Simplicity Spring 2016. [Published: 2016-02- 01. Issue:	TX0008234732	2/19/2016	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1174.	New Look Spring.	TX0008251572	3/8/2016	Simplicity Pattern Co., Inc.	Simplicity Creative Corp / Simplicity Pattern Co Inc.
1175.	Sewing on your own.	TX0000040194	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Co., Education Department,
1176.	Simplicity: we make beautiful use of your time. Nov85.	TX0001664075	9/16/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1177.	Simplicity: fashion news. Apr83.	TX0001084725	2/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1178.	Simplicity : fashion news. May83.	TX0001092530	3/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1179.	Simplicity : fashion news. Jun83.	TX0001098282	4/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1180.	Simplicity : fashion news. Jul-Aug83.	TX0001110637	5/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1181.	Simplicity : fashion news. Sep83.	TX0001158561	6/29/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1182.	Simplicity : fashion news. Oct83.	TX0001176137	8/8/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1183.	Simplicity : fashion news. Nov83.	TX0001198073	9/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1184.	Simplicity: fashion news. Dec83.	TX0001212284	10/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1185.	Simplicity : fashion news. Jan-Feb84.	TX0001235610	11/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1186.	Simplicity : fashion news. Mar84.	TX0001256947	12/21/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1187.	We make beautiful use of your time. Simplicity introduces Time Saver stretch knit patterns: [no.] 8410, 8413, 8416 [et al.]	VA0000003199	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1188.	We make beautiful use of your time. Simplicity introduces the young romantics: pretty & soft. : [no.] 8425, 8442, 8415 [et al.]	VA0000003200	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1189.	We make beautiful use of your time. Simplicity introduces Time Saver stretch knit patterns: [no.] 8438, 8423, 8414 [et al.]	VA0000003201	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1190.	We make beautiful use of your time. Simplicity. New! Time Saver stretch knit pattern. Pullover dress + wrap jacket.: [no.] 8417.	VA0000003202	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1191.	Easy sewing for all! Timesaving patterns from Simplicity. Simplicity Time Saver catalog: [no.] 8421.	VA0000003203	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

No.	Title	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
1192.	Issue Registered New Form Simplicity! Time Saver stretch knit. Easy to sew- new knit methods: [no.] 8414, 8421, 8413 [et al.]	VA0000003204	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1193.	Fashion trends & techniques / presented by the Educational Division of Simplicity Pattern Company. spring 78.	TX0000040193	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1194.	Simplicity: we make beautiful use of your time. Apr78.	TX0000058584	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1195.	Simplicity: fashion news. Apr78. Issue title: Special guide & tips for knit sewing!	TX0000040192	2/27/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1196.	Simplicity fuss-free fit how to book /editor, Janet DuBane; co-editor, Irma Fischler; art director, Viola Andrycich; assistant art director, Lynda Zahor; ill. Durell Godfrey, Catherine Siracusa, Jim Silks, Marilyn Grastorf.	TX0000098126	4/6/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1197.	Simplicity Fuss-Free Fit :May fashion news.	TX0000100116	4/6/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1198.	Simplicity: we make beautiful use of your time. May78.	TX0000101692	4/6/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1199.	Sew what's new! / presented by the Educational Division of Simplicity Pattern Company, Inc. summer 78. Appl. title: Simplicity sew what's new.	TX0000098124	4/6/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1200.	Simplicity has E. S. P., the extra-sure pattern for you, today's busy woman, our extraspecial person: [style no.] 8507 et al.	VA0000004338	4/28/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1201.	New summer issue on sale here.	VA0000004339	4/28/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1202.	Simplicity: we make beautiful use of your time. Jun78.	TX0000047517	4/28/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1203.	Simplicity: fashion news. Jun78.	TX0000046590	4/28/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1204.	Simplicity: home catalog. v. 12, no. 2, summer 78.	TX0000043627	4/28/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1205.	Simplicity: we make beautiful use of your time. Jul-Aug78.	TX0000035222	5/15/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1206.	Simplicity : fashion news. Jul-Aug78.	TX0000052893	5/15/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1207.	Simplicity: we make beautiful use of your time. Sep78.	TX0000081559	7/24/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1208.	Simplicity : fashion news. Sep78.	TX0000079415	7/24/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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140.	Issue Registered	Reg. 140.	Reg. Date	Current obeo owner	Company fisted owner
1209.	Simplicity: school catalog. fall-winter 78.	TX0000081560	7/24/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1210.	Simplicity: home catalog. v. 12, no. 3, fall-winter 78. Appl. title: Home catalog.	TX0000098125	8/3/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1211.	Metric's sew easy!.	TX0000092221	8/21/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1212.	Fashion notebook / presented by the Educational Division of Simplicity Pattern Company, Inc.	TX0000092222	8/21/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1213.	Simplicity: we make beautiful use of your time. Oct78.	TX0000101693	8/21/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1214.	Simplicity : fashion news. Oct78.	TX0000100528	8/21/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1215.	Simplicity sewing directions for owl.	VA0000020309	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1216.	Simplicity sewing directions for rabbit.	VA0000020310	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1217.	Simplicity sewing directions for kangaroo.	VA0000020311	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1218.	Simplicity sewing directions for duck.	VA0000020312	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1219.	Simplicity sewing directions for frog.	VA0000020313	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1220.	Simplicity sewing directions for penguin.	VA0000020314	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1221.	Simplicity sewing directions for dolphin.	VA0000020315	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1222.	Simplicity sewing directions for hippo.	VA0000020316	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1223.	Simplicity: we make beautiful use of your time. Nov78.	TX0000164937	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1224.	Simplicity : fashion news. Nov78.	TX0000164933	10/2/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1225.	Simplicity: we make beautiful use of your time. Dec78-Jan79.	TX0000127086	10/16/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1226.	Simplicity: we make beautiful use of your time. Feb-Mar79.	TX0000164935	12/26/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1227.	Simplicity : fashion news. Feb-Mar79.	TX0000164934	12/26/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1228.	Simplicity: home catalog. v. 13, no. 1, spring 79.	TX0000176183	12/26/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1229.	Simplicity: school catalog. spring-summer 79.	TX0000164936	12/26/1978	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1230.	Simplicity's Quilts & patches.	TX0000195859	2/12/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1231.	Issue Registered Simplicity: we make beautiful use of your time.	TX0000195860	2/12/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
1232.	Apr79. Simplicity: fashion news. Apr79.	TX0000195858	2/12/1979	Simplicity Pattern Company, Inc.	Company, Inc. Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1233.	Simplicity: we make beautiful use of your time. May79.	TX0000211551	3/12/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1234.	Simplicity : fashion news. May79.	TX0000214181	3/12/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1235.	Simplicity: we make beautiful use of your time. Jun79.	TX0000236434	4/23/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1236.	Simplicity : fashion news. Jun79.	TX0000244970	4/23/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1237.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 13, no. 2, summer 79.	TX0000258063	4/23/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1238.	Simplicity: we make beautiful use of your time. Jul-Aug79.	TX0000236435	5/7/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1239.	Simplicity : fashion news. Jul-Aug79.	TX0000238323	5/7/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1240.	Simplicity: we make beautiful use of your time. Sep79.	TX0000299729	7/9/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1241.	Simplicity: fashion news. Sep79.	TX0000297421	7/9/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1242.	Simplicity: school catalog. fall-winter 79.	TX0000299728	7/9/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1243.	Simplicity: we make beautiful use of your time. Oct79.	TX0000317661	8/13/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1244.	Simplicity : fashion news. Oct79.	TX0000317660	8/13/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1245.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 13, no. 3, fall-winter 79.	TX0000306628	8/13/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1246.	Sewing now with Simplicity.	TX0000325302	9/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1247.	Simplicity: we make beautiful use of your time. Nov79.	TX0000325304	9/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1248.	Nov79.Simplicity : fashion news.	TX0000325303	9/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1249.	Simplicity's 76 great gifts.	TX0000347800	10/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1250.	Simplicity: we make beautiful use of your time. Dec79-Jan80.	TX0000352783	10/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1251.	Simplicity: fashion news. Dec79-Jan80.	TX0000352782	10/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1252.	Issue Registered Sew diary and calendar . / by Simplicity. 1980.	TX0000348243	10/10/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1253.	New Simplicity sewing book /[editorial director, Janet DuBane; managing editor, Irma Fischler; project editor, Diane Friend; art director, Ina B. Andersen; picture editors, Patricia Channon, Gretel Courtney].	TX0000390337	12/19/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1254.	Simplicity: we make beautiful use of your time. Feb-Mar80.	TX0000388998	12/19/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1255.	Simplicity : fashion news. Feb-Mar80.	TX0000404037	12/19/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1256.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 14, no. 1, spring 80.	TX0000390336	12/19/1979	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1257.	Simplicity: we make beautiful use of your time. Apr80.	TX0000420530	2/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1258.	Simplicity : fashion news. Apr80.	TX0000420529	2/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1259.	Simplicity: we make beautiful use of your time. May80.	TX0000433858	3/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1260.	Simplicity : fashion news. May 80.	TX0000434744	3/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1261.	Simplicity's Needlework plus.	TX0000466553	4/16/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1262.	Simplicity: we make beautiful use of your time. Jun80.	TX0000478308	4/16/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1263.	Simplicity : fashion news. Jun80.	TX0000503994	4/16/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1264.	Simplicity today / editor-in-chief, Kathleen Klausner [et al.]. v. 14, no. 2, summer 80.	TX0000466554	4/16/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1265.	Simplicity: we make beautiful use of your time. Jul-Aug80.	TX0000539466	5/9/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1266.	Simplicity : fashion news. Jul-Aug80.	TX0000487199	5/9/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1267.	Simplicity: we make beautiful use of your time. Sep80.	TX0000528589	7/3/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1268.	Simplicity : fashion news. Sep80.	TX0000528588	7/3/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1269.	Simplicity's Crafty ideas for the home / Millie Hines, craft designer, editor; Frank Mayo, art director; Maris/Semel, photographer.	TX0000538079	8/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1270.	Simplicity: we make beautiful use of your time. Oct80.	TX0000530679	8/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1271.	Simplicity : fashion news. Oct80.	TX0000530677	8/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1272.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 14, no. 3, fall-winter 80.	TX0000530678	8/11/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1273.	Simplicity's Knit & crochet / [ill. by Phoebe Gaughan and Sharon DiBlasi; photography by Carmen Schiavone].	TX0000542081	9/5/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1274.	Simplicity: we make beautiful use of your time. Nov80.	TX0000545345	9/5/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1275.	Simplicity : fashion news. Nov80.	TX0000541029	9/5/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1276.	Simplicity: fashion news. Dec80-Jan81	TX0000567141	10/6/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1277.	Simplicity's Americana crafts :authentic and practical crafts, heirloom projects to make and cherish /[editorial director, Janet DuBane; project editor, Alexandra Kuman; art director, Norman Schoening].	TX0000592106	12/8/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1278.	Simplicity: we make beautiful use of your time. Feb-Mar81.	TX0000606800	12/8/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1279.	Simplicity : fashion news. Feb-Mar81.	TX0000592105	12/8/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1280.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 15, no. 1, spring 81.	TX0000609264	12/8/1980	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1281.	Simplicity: we make beautiful use of your time. Dec-Jan81.	TX0000609265	1/1/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1282.	Simplicity easy ways to decorate your kitchen / [Millie Hines, craft designer; Frank Mayo, art director; Maris/Semel, photographer].	TX0000658443	2/9/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1283.	Simplicity: we make beautiful use of your time. Apr81.	TX0000655015	2/9/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1284.	Simplicity: fashion news. Apr81.	TX0000689341	2/9/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1285.	Simplicity: we make beautiful use of your time. May81.	TX0000655016	3/16/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1286.	Simplicity : fashion news. May81.	TX0000655014	3/16/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1287.	Simplicity kid crafts / editorial director, Janet DuBane, project editor, Diane Friend; ill. by Phoebe Gaughan, Marcia Goldberg, June Grammer.	TX0000664242	4/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1288.	Simplicity: we make beautiful use of your time. Jun81.	TX0000664244	4/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1289.	Simplicity: fashion news. Jun81.	TX0000675765	4/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1290.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 15, no. 2, summer 81.	TX0000664243	4/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1291.	Simplicity: we make beautiful use of your time. Jul-Aug81.	TX0000707060	5/4/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1292.	Simplicity: we make beautiful use of your time. Jul-Aug81.	TX0000689342	5/4/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1293.	Simplicity : fashion news. Jul-Aug81.	TX0000689342	5/4/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1294.	Simplicity timeless fashions / Pam Aulson, editor; Frank Mayo, art director; Ron Schwerin, photographer.	TX0000732518	7/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1295.	Simplicity: we make beautiful use of your time. Sep81.	TX0000732519	7/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1296.	Simplicity : fashion news. Sep81.	TX0000732517	7/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1297.	Simplicity: we make beautiful use of your time. Oct81.	TX0000754046	8/17/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1298.	Simplicity: fashion news. Oct81.	TX0000752624	8/17/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1299.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 15, no. 3, fall 81.	TX0000752651	8/17/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1300.	Simplicity quick & quilted projects /project editor, Alexandra Kuman; copywriters, Marion Mylly Bartholomew, Susanna Pfeffer; editorial assistant, Justin Hower; photography by Bruce Wolf; ill. by Phoebe Gaughan, Marcia Goldenberg.	TX0000771271	9/15/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1301.	Simplicity: we make beautiful use of your time. Nov81.	TX0000785230	9/15/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1302.	Simplicity : fashion news. Nov81.	TX0000771273	9/15/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1303.	Simplicity: we make beautiful use of your time. Dec81.	TX0000778874	10/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1304.	Simplicity: fashion news. Dec81.	TX0000778875	10/6/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1305.	Simplicity: we make beautiful use of your time. Jan-Feb82.	TX0000800325	11/10/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1306.	Simplicity: fashion news. Jan-Feb82.	TX0000799297	11/10/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1307.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 15, no. 4, holiday 81.	TX0000799298	11/10/1981	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1308.	Simplicity: we make beautiful use of your time. Mar82.	TX0000849236	1/4/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1309.	Simplicity : fashion news. Mar82.	TX0000849235	1/4/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1310.	Simplicity: we make beautiful use of your time. Apr82.	TX0000922107	2/9/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1311.	Simplicity: fashion news. Apr82.	TX0000922105	2/9/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1312.	Simplicity today / editor-inchief, Kathleen Klausner [et al.]. v. 16, no. 1, spring 82	TX0000922106	2/9/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1313.	Simplicity: we make beautiful use of your time. May82.	TX0000862501	3/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1314.	Simplicity : fashion news. May82.	TX0000861339	3/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1315.	Simplicity take-along crafts / by Susan P. Curtis.	TX0000897650	4/7/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1316.	Simplicity: we make beautiful use of your time. Jun82.	TX0000928758	4/7/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1317.	Simplicity: fashion news. Jun82.	TX0000890590	4/7/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1318.	Simplicity country-style decorating ideas.	TX0000939962	5/10/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1319.	Simplicity: we make beautiful use of your time. Jul-Aug82.	TX0000933561	5/10/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1320.	Simplicity : fashion news. Jul-Aug82.	TX0000933560	5/10/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1321.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 16, no. 2, summer 82.	TX0000915708	5/10/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1322.	Simplicity: we make beautiful use of your time. Sep82.	TX0000933562	7/2/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1323.	Simplicity : fashion news. Sep82.	TX0000933559	7/2/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1324.	Simplicity : fashion news. Oct82.	TX0000947390	8/9/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1325.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 16, no. 3, fall 82.	TX0000947391	8/9/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1326.	Simplicity best bazaar crafts to make and sell /editorial director, Janet DuBane, managing editor, Diane Friend, project editor, Irma Fischler; photography Maris/Semel; ill. Phoebe Gaughan, Marcia Goldenberg.	TX0000989759	9/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1327.	Simplicity: we make beautiful use of your time. Nov82.	TX0000990890	9/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1328.	Simplicity : fashion news. Nov82.	TX0000990889	9/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1329.	Simplicity: we make beautiful use of your time. Dec82.	TX0000989866	10/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1330.	Simplicity: fashion news. Dec82.	TX0000990252	10/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1331.	Simplicity: we make beautiful use of your time. Jan-Feb83.	TX0001010991	11/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1332.	Simplicity : fashion news. Jan-Feb83.	TX0001004717	11/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1333.	Simplicity today / editor-in- chief, Kathleen Klausner [et al.]. v. 16, no. 4, holiday 82.	TX0001006310	11/8/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1334.	Simplicity baby book / by Susan P. Curtis.	TX0001042374	12/28/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1335.	Simplicity: we make beautiful use of your time. Mar83.	TX0001030405	12/28/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1336.	Simplicity : fashion news. Mar83.	TX0001027560	12/28/1982	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1337.	Simplicity: we make beautiful use of your time. Apr83.	TX0001077131	2/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1338.	Simplicity today / editor-in- chief, Marilyn Cooperman [et al.].	TX0001077117	2/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1339.	Simplicity bridal sewing & crafts /editorial director, Janet DuBane [et al.].	TX0001101970	3/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1340.	Simplicity: we make beautiful use of your time. May83.	TX0001117349	3/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1341.	Simplicity: we make beautiful use of your time. Jun83.	TX0001098200	4/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1342.	Simplicity: we make beautiful use of your time. Jul-Aug83.	TX0001117347	5/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1343.	Simplicity today / editor-in- chief, Marilyn Cooperman [et al.].	TX0001110743	5/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1344.	Simplicity More quilts & patches: [exciting projects you can easily make, complete step-by-step instructions] /Elizabeth Randolph, editor-inchief, Pam Aulson, editor; Frank Mayo, art director; Maris/Semel, photographer.	TX0001175058	6/29/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1345.	Simplicity: we make beautiful use of your time. Sep83.	TX0001161175	6/29/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1346.	Simplicity: we make beautiful use of your time. Oct83.	TX0001170703	8/8/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1347.	Simplicity today / editor-in- chief, Marilyn Cooperman [et al.].	TX0001175230	8/8/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1348.	Simplicity: we make beautiful use of your time. Nov83.	TX0001202838	9/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1349.	Simplicity Extra-Special Crafts for Holidays /editorial director, Janet DuBane, managing editor, Diane Friend, project editor, Dale Nicholson [et al.].	TX0001220521	10/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1350.	Simplicity: we make beautiful use of your time. Dec83.	TX0001220031	10/11/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1351.	Simplicity: we make beautiful use of your time. Jan-Feb84.	TX0001246089	11/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1352.	Simplicity today / editor-in- chief, Marilyn Cooperman [et al.].	TX0001230386	11/7/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1353.	Simplicity: we make beautiful use of your time. Mar84.	TX0001274525	12/21/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1354.	Simplicity super values catalog. spring 84.	TX0001256948	12/21/1983	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1355.	Simplicity: we make beautiful use of your time. Apr84.	TX0001317744	2/6/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1356.	Simplicity : fashion news. Apr84.	TX0001317743	2/6/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1357.	Simplicity today. v. 18, no. 1, spring 84.	TX0001317559	2/6/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1358.	Simplicity: we make beautiful use of your time. May84.	TX0001339283	3/8/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1359.	Simplicity: we make beautiful use of your time. Jun84.	TX0001331528	4/9/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1360.	Simplicity: we make beautiful use of your time. Jul-Aug84.	TX0001346616	5/8/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1361.	Simplicity today. v. 18, no. 2, summer 84.	TX0001349186	5/8/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1362.	Simplicity: we make beautiful use of your time. Sep84.	TX0001399384	7/5/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1363.	Simplicity today. v. 18, no. 3, fall 84.	TX0001414365	8/20/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1364.	Simplicity: we make beautiful use of your time. Oct84.	TX0001409815	8/27/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1365.	The Revised! A B C's of shortcut sewing /Simplicity.	TX0001409311	9/17/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1366.	Simplicity: we make beautiful use of your time. Nov84.	TX0001451626	9/17/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1367.	Simplicity: we make beautiful use of your time. Dec84.	TX0001451627	10/23/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1368.	Simplicity: we make beautiful use of your time. Jan-Feb85. Issue title: Celebrate with the Lauren Hutton signature collection.	TX0001462711	11/13/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1369.	Simplicity today. v. 18, no. 4, holiday 84.	TX0001459373	11/13/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1370.	Simplicity: we make beautiful use of your time. Mar85. Issue title: Spring sewing.	TX0001497626	12/21/1984	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1371.	Simplicity stitchery around the house /managing editor, Jo Kirshon, project editor, Dale Nicholson; art direction McGloin Advertising & Communications, Inc.; photography Bradley Olman; ill. Phoebe Gaughan.	TX0001511017	2/4/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1372.	Simplicity: we make beautiful use of your time. Apr85.	TX0001548696	2/4/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1373.	Simplicity today / editor-in- chief, Marilyn Cooperman [et al.]. v. 19, no. 1, spring 85.	TX0001522389	2/4/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1374.	Simplicity Fitting Book /managing editor, Jo Kirshon, project editor, Irma Fischler, copy editor, Alison Beyea [et al.]; ill. Sheila Camera, Durell Godfrey.	TX0001530455	3/18/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1375.	Simplicity: we make beautiful use of your time. May85.	TX0001543506	3/18/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1376.	Living with Simplicity :bedrooms /editorial director, Rosemary McMurtry, editor, Jo Kirshon, managing editor, Barbara Elliott [et al.].	TX0001542869	4/8/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1377.	Living with Simplicity: family rooms / editorial director, Rosemary McMurtry, editor, Jo Kirshon, managing editor, Barbara Elliott [et al.].	TX0001542870	4/8/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1378.	Simplicity: we make beautiful use of your time. Jun85. Issue title: The New Simplicity.	TX0001557956	4/8/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1379.	Simplicity: we make beautiful use of your time. Jul-Aug85.	TX0001573300	5/14/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1380.	Living with Simplicity : heirloom treasures.	TX0001599286	6/27/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1381.	Simplicity's Country Christmas.	TX0001633850	6/27/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1382.	Living with Simplicity :home at Christmas.	TX0001633851	6/27/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1383.	Simplicity: we make beautiful use of your time. Sep85.	TX0001632225	7/1/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1384.	Simplicity: we make beautiful use of your time. Oct82.	TX0000947392	8/9/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1385.	Simplicity: we make beautiful use of your time. Oct85.	TX0001679034	8/23/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1386.	Living with Simplicity: babytime decorating, 23 projects to make for baby and toddler / [editorial director, Rosemary McMurtry, managing editor, Barbara Elliott, sewing editor, Jo Kirshon et al.].	TX0001655490	9/13/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1387.	Living with Simplicity: cozy corners.	TX0001655834	9/13/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1388.	Simplicity's Our baby. winter. Premier issue.	TX0001661995	9/30/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1389.	Simplicity: we make beautiful use of your time. Dec85.	TX0001709101	10/8/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1390.	Simplicity: we make beautiful use of your time. Jan-Feb86.	TX0001714456	11/12/1985	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1391.	Simplicity sewing for today. v. 20, no. 1, spring 86.	TX0001733973	1/13/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1392.	Knitting with Simplicity. v. 2, spring 86.	TX0001733975	1/13/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1393.	Knitting with Simplicity. v. 1, fall 85. Premier issue.	TX0001733974	1/13/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1394.	Simplicity: we make beautiful use of your time. Mar86.	TX0001858749	1/21/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1395.	Simplicity's Our baby. spring 86.	TX0001755775	2/10/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1396.	Simplicity: we make beautiful use of your time. Apr86.	TX0001865447	2/21/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1397.	Simplicity: we make beautiful use of your time. May86.	TX0001896437	3/25/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1398.	Simplicity: we make beautiful use of your time. Jun86.	TX0001855425	4/14/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1399.	Simplicity sewing for today. v. 20, no. 2, summer 86.	TX0001803242	4/21/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1400.	Knitting with Simplicity. v. 3, summer 86.	TX0001803243	4/21/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1401.	Simplicity: we make beautiful use of your time. Jul-Aug86.	TX0001855421	7/7/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1402.	Simplicity sewing for today. v. 20, no. 3, fall-winter 86.	TX0001896325	7/25/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1403.	Knitting with Simplicity. fall 86.	TX0001896324	7/25/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1404.	Simplicity: we make beautiful use of your time. Sep86.	TX0001883763	7/28/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1405.	Crafts with Simplicity. fall 86.	TX0001874913	7/31/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1406.	Simplicity: we make beautiful use of your time. Oct86.	TX0001904897	8/18/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1407.	Simplicity: we make beautiful use of your time. 1986.	TX0001957630	9/15/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1408.	Knitting with Simplicity. winter 86.	TX0001923843	10/14/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1409.	Crafts with Simplicity. winter 86.	TX0001923842	10/14/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1410.	Simplicity: we make beautiful use of your time. Dec86.	TX0001943344	10/22/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1411.	Simplicity: we make beautiful use of your time. 1987.	TX0001970082	11/24/1986	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1412.	Crafts with Simplicity. spring 87.	TX0001969413	1/12/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1413.	Simplicity: we make beautiful use of your time. Mar87.	TX0001999792	1/16/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1414.	Knitting with Simplicity. spring 87.	TX0001984035	1/22/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1415.	Simplicity: we make beautiful use of your time. Apr87.	TX0001999258	2/9/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1416.	Crafts with Simplicity. summer 87.	TX0002050146	4/8/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1417.	Knitting with Simplicity. v. 7, summer 87.	TX0002059026	4/13/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1418.	Simplicity: we make beautiful use of your time. May87.	TX0002189671	4/14/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1419.	Simplicity: we make beautiful use of your time. Jun87.	TX0002055916	4/20/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1420.	Simplicity: we make beautiful use of your time. Jul-Aug87.	TX0002103951	6/8/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1421.	Knitting with Simplicity. v. 8, fall 87.	TX0002104500	7/16/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1422.	Crafts with Simplicity. fall 87.	TX0002105194	7/16/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1423.	Simplicity: we make beautiful use of your time. Sep87.	TX0002136961	7/27/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1424.	Simplicity: we make beautiful use of your time. Oct87.	TX0002112495	7/27/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1425.	Simplicity: we make beautiful use of your time. Nov87.	TX0002173816	9/28/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1426.	Crafts with Simplicity. winter 87.	TX0002199248	9/30/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1427.	Simplicity: we make beautiful use of your time. Jan-Feb88.	TX0002210019	11/10/1987	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1428.	Simplicity : we make beautiful use of your time. Mar.	TX0002264868	2/23/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1429.	Simplicity : we make beautiful use of your time. Apr.	TX0002264867	2/23/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1430.	Simplicity: we make beautiful use of your time. May.	TX0002273811	4/4/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1431.	Simplicity: we make beautiful use of your time. Jun88.	TX0002330022	5/17/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1432.	Simplicity: we make beautiful use of your time. Jul-Aug.	TX0002319700	5/27/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1433.	Simplicity: we make beautiful use of your time. Sep88.	TX0002345915	7/5/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1434.	Simplicity: we make beautiful use of your time. Oct88.	TX0002405052	8/5/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1435.	Simplicity: we make beautiful use of your time. Nov88.	TX0002411431	8/25/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1436.	Simplicity's Simply the best sewing book / by Martha Vaughan.	TX0002392647	8/31/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1437.	Simplicity: we make beautiful use of your time. Dec88.	TX0002404255	10/4/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1438.	Simplicity: we make beautiful use of your time. Jan-Feb89.	TX0002443839	12/5/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1439.	Simplicity: we make beautiful Mar89.use of your time.	TX0002465695	12/16/1988	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1440.	Simplicity: we make beautiful use of your time. Apr89.	TX0002485837	1/30/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1441.	Simplicity: we make beautiful use of your time. May89.	TX0002532669	3/29/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1442.	Simplicity: we make beautiful use of your time. Jun89.	TX0002537446	4/4/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1443.	Simplicity: we make beautiful use of your time. Jul-Aug89.	TX0002613839	7/10/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1444.	Simplicity: we make beautiful use of your time. Oct89.	TX0002612625	8/2/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1445.	Simplicity: we make beautiful use of your time. Nov89.	TX0002632950	8/29/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1446.	Simplicity: we make beautiful use of your time. Sep89.	TX0002670000	9/1/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1447.	Simplicity: we make beautiful use of your time. Jan-Feb90.	TX0002721699	11/1/1989	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1448.	Simplicity: we make beautiful use of your time. Apr90.	TX0002760524	2/6/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1449.	Simplicity: we make beautiful use of your time. Mar90.	TX0002842101	2/28/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1450.	Simplicity: we make beautiful use of your time. Jun90.	TX0002781336	3/22/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1451.	Simplicity: we make beautiful use of your time. Jul-Aug90.	TX0002843807	6/29/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1452.	Simplicity: we make beautiful use of your time. Sep90.	TX0002873734	8/10/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1453.	Simplicity: we make beautiful use of your time. Oct90.	TX0002892639	8/10/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1454.	Simplicity: we make beautiful use of your time. May90.	TX0002897803	8/13/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1455.	Simplicity: we make beautiful use of your time. Nov90.	TX0002911042	9/7/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1456.	Simplicity: we make beautiful use of your time. Dec90.	TX0002927400	10/12/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1457.	Simplicity: we make beautiful use of your time. Jan-Feb91.	TX0002950391	11/1/1990	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1458.	Simplicity: we make beautiful use of your time. Mar91.	TX0002995173	1/2/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1459.	Simplicity: we make beautiful use of your time. Apr91.	TX0002994481	1/30/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1460.	Simplicity: we make beautiful use of your time. May91.	TX0003051953	3/8/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1461.	Simplicity: we make beautiful use of your time. Jun91.	TX0003100075	7/5/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1462.	Simplicity: we make beautiful use of your time. Jul-Aug91.	TX0003100069	7/5/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1463.	Simplicity: we make beautiful use of your time. Sep91	TX0003100074	7/5/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1464.	Simplicity: we make beautiful use of your time. Oct91.	TX0003126314	7/29/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1465.	Simplicity: we make beautiful use of your time. Nov91.	TX0003148726	8/3/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1466.	Simplicity: we make beautiful use of your time. Dec91.	TX0003303493	10/24/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1467.	Simplicity: we make beautiful use of your time. Jan-Feb92.	TX0003198351	11/8/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1468.	Simplicity: we make beautiful use of your time. Mar92.	TX0003217850	12/24/1991	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1469.	Simplicity: we make beautiful use of your time. Apr92.	TX0003274880	3/2/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1470.	Simplicity: we make beautiful use of your time. May92.	TX0003274881	3/4/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1471.	Simplicity: we make beautiful use of your time. Jul-Aug92.	TX0003312996	5/11/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1472.	Simplicity: we make beautiful use of your time. Sep92.	TX0003350159	6/26/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1473.	Simplicity: we make beautiful use of your time. Oct92.	TX0003378623	8/12/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1474.	Simplicity: we make beautiful use of your time. Nov92.	TX0003406418	9/25/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1475.	Simplicity: we make beautiful use of your time. Mar93.	TX0003480843	12/22/1992	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1476.	Simplicity: we make beautiful use of your time. Apr93.	TX0003496866	2/16/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1477.	Simplicity: we make beautiful use of your time. May93.	TX0003562021	3/1/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1478.	Simplicity: we make beautiful use of your time. Jul-Aug93.	TX0003562020	5/10/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1479.	Simplicity: we make beautiful use of your time. Sep93.	TX0003746355	7/12/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1480.	Simplicity's simply the best home decorating book / ill. by Martha Vaughan; technical art by Phoebe Gaughan.	TX0003604764	8/2/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1481.	Simplicity: we make beautiful use of your time. Oct93.	TX0003699163	8/2/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1482.	Simplicity: we make beautiful use of your time. Nov93.	TX0003735356	9/10/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1483.	Simplicity: we make beautiful use of your time. Dec93.	TX0003735819	9/28/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1484.	Simplicity: we make beautiful use of your time. Jan-Feb94.	TX0003728927	11/2/1993	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1485.	New! Pumpkin Puss rub-on transfer.	VA0000568351	1/31/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1486.	Glow in the dark pumpkin puss.	VA0000621343	1/31/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1487.	Simplicity: we make beautiful use of your time. Apr94.	TX0003764542	1/31/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1488.	Simplicity: we make beautiful use of your time. Mar94.	TX0003794098	3/15/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1489.	Simplicity: we make beautiful use of your time. Jun94.	TX0003881284	4/8/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1490.	Simplicity: we make beautiful use of your time. Jul-Aug94.	TX0003835925	6/8/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1491.	Simplicity: we make beautiful use of your time. May94.	TX0003909481	7/5/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1492.	Simplicity: we make beautiful use of your time. Sep-Oct94.	TX0003847298	7/13/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1493.	Simplicity: we make beautiful use of your time. Nov94.	TX0003909441	8/22/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1494.	Simplicity: we make beautiful use of your time. Dec94.	TX0003943316	10/17/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1495.	Simplicity: we make beautiful use of your time. Jan-Feb95.	TX0004006839	11/18/1994	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1496.	Simplicity: we make beautiful use Mar-Apr95. of your time.	TX0003982344	1/23/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1497.	Simplicity: we make beautiful use of your time. spring 95.	TX0004112714	3/2/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1498.	Simplicity: we make beautiful use of your time. early summer 95.	TX0004015403	4/3/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1499.	Simplicity: we make beautiful use of your time. summer 95.	TX0004150018	5/22/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1500.	Simplicity's quick & easy sewing for the home: windows / edited by Anne Marie Soto and the staff of the Simplicity Pattern Company.	TX0004069882	7/6/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1501.	Simplicity: we make beautiful use of your time. autumn 95.	TX0004087293	7/23/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1502.	Simplicity.	TXu000704154	8/28/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1503.	New Look	TXu000704155	8/28/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1504.	Simplicity: we make beautiful use of your time. autumn 95.	TX0004197576	9/14/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1505.	Simplicity: we make beautiful use of your time. winter/holiday 95.	TX0004174403	11/1/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1506.	Simplicity: we make beautiful use of your time. early spring 96.	TX0004191513	12/13/1995	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1507.	Quick & easy sewing for the home: table toppers / edited by Anne Marie Soto and the staff of the Simplicity Pattern Company.	TX0004203103	1/18/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1508.	New Look. spring.	VA0000798177	3/8/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1509.	Simplicitywe just got simpler!	VA0000795146	3/8/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1510.	Simplicity: we make beautiful use of your time. early summer 96.	TX0004273089	4/1/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1511	Issue Registered	TTX 000 42 61 222	1/22/1006	G. I. I. D.	g: t:: g :: g :
1511.	Simplicity: we make beautiful use of your time. spring 96.	TX0004261323	4/22/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1512.	Simplicity: we make beautiful use of your time. summer 96.	TX0004283916	5/13/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1513.	Simplicity: we make beautiful use of your time. early autumn 96.	TX0004318085	7/8/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1514.	Simplicity: we make beautiful use of your time. autumn 96.	TX0004311213	8/23/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1515.	Simplicity: we make beautiful use of your time. winter/holiday 96.	TX0004293665	10/8/1996	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1516.	Simplicity: we make beautiful use of your time. early spring 97.	TX0004427721	1/17/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1517.	Simplicity: we make beautiful use of your time. spring 97.	TX0004466858	4/11/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1518.	Simplicity: we make beautiful use of your time. early summer 97.	TX0004466915	4/11/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1519.	Simplicity: we make beautiful use of your time. summer 97.	TX0004473761	4/24/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1520.	Simplicity: we make beautiful use of your time. early autumn 97.	TX0004496348	6/9/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1521.	Simplicity: we make beautiful use of your time. autumn 97.	TX0004530857	7/28/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1522.	Simplicity: we make beautiful use of your time. early winter 97.	TX0004546702	9/25/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1523.	Simplicity: we make beautiful use of your time. winter 97.	TX0004576305	10/31/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1524.	Simplicity: we make beautiful use of your time. holiday 97.	TX0004574370	10/31/1997	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1525.	Simplicity: we make beautiful use of your time. spring 98.	TX0004652894	2/25/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1526.	Simplicity: we make beautiful use of your time. early summer 98.	TX0004657735	3/17/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1527.	Simplicity: we make beautiful use of your time. summer 98.	TX0004699456	4/24/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1528.	Simplicity: we make beautiful use of your time. early autumn.	TX0004770411	8/31/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1529.	Simplicity: we make beautiful use of your time. autumn 98.	TX0004766246	8/31/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1530.	Simplicity: we make beautiful use of your time. early winter 98.	TX0004766242	9/10/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1531.	Simplicity: we make beautiful use of your time. winter 98.	TX0004780847	9/28/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1532.	Simplicity: we make beautiful use of your time. holiday 98.	TX0004798751	11/2/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1533.	Simplicity: we make beautiful use of your time. early spring 98.	TX0004788527	12/18/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1534.	Simplicity: we make beautiful use of your time. early spring.	TX0004824090	12/23/1998	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1535.	Simplicity: we make beautiful use of your time. spring.	TX0004854556	2/18/1999	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1536.	Simplicity: we make beautiful use of your time. early summer.	TX0004893061	4/29/1999	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1537.	Simplicity: we make beautiful use of your time. summer.	TX0004893063	4/29/1999	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1538.	Simplicity: we make beautiful use of your time. autumn 99.	TX0005039930	9/9/1999	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1539.	Simplicity: we make beautiful use of your time. no. early summer.	TX0005153630	3/20/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1540.	Simplicity: we make beautiful use of your time. no. summer.	TX0005121032	5/5/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1541.	Simplicity: we make beautiful use of your time. early autumn.	TX0005253922	9/6/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1542.	Simplicity: we make beautiful use of your time. autumn.	TX0005253921	9/6/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1543.	Simplicity: we make beautiful use of your time. no. winter.	TX0005165740	9/21/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1544.	Simplicity: we make beautiful use of your time. early spring.	TX0005247147	12/18/2000	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1545.	Simplicity: we make beautiful use of your time. spring.	TX0005298472	3/1/2001	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1546.	Simplicity: we make beautiful use of your time. early summer.	TX0005312654	3/21/2001	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1547.	Simplicity: we make beautiful use of your time.	TX0005325188	5/4/2001	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1548.	Simplicity: we make beautiful use of your time. holiday 01.	TX0005456660	11/15/2001	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1549.	Simplicity: we make beautiful use of your time. early spring.	TX0005489547	1/18/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1550.	Simplicity: we make beautiful use of your time. spring.	TX0005499317	2/15/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1551.	Simplicity: we make beautiful use of your time. early summer.	TX0005490067	3/4/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1552.	Simplicity: we make beautiful use of your time. summer 02.	TX0005531780	4/22/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1553.	Simplicity: we make beautiful use of your time. early autumn 02.	TX0005557254	6/5/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1554.	Simplicity: we make beautiful use of your time. autumn 02.	TX0005571263	8/2/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1555.	Simplicity: we make beautiful use of your time.	TX0005593596	8/23/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
1556	winter 02.	EN 10005 (022 (5	10/25/2002	G. I. S. D	Company, Inc.
1556.	Simplicity: we make beautiful use of your time. holiday gift guide [02].	TX0005682367	10/25/2002	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1557.	Simplicity: we make beautiful	TX0005619980	12/13/2002	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early spring 02.			Company, Inc.	Simplicity Pattern Company, Inc.
1558.	Simplicity: we make beautiful	TX0005694407	2/18/2003	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. spring catalog [03].			Company, Inc.	Simplicity Pattern Company, Inc.
1559.	Simplicity: we make beautiful use of your time.	TX0005728888	3/11/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
	early summer [03].				Company, Inc.
1560.	Simplicity : we make beautiful	TX0005759992	4/15/2003	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. summer 03.			Company, Inc.	Simplicity Pattern Company, Inc.
1561.	Simplicity : we make beautiful	TX0005784630	6/10/2003	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early autumn 03.			Company, Inc.	Simplicity Pattern Company, Inc.
1562.	Simplicity: no. 7225, size AA.	VA0001198885	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
1302.	Simplicity . no. 1223, size AA.	VA0001170003	0/13/2003	Company, Inc.	Simplicity Pattern
		************			Company, Inc.
1563.	Simplicity costumes : no. 9309.	VA0001277909	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern Company, Inc.
1564.	Bathroom accessories.	VA0001277910	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
150	Dumoom uccessories.	V110001277910	0/15/2005	Company, Inc.	Simplicity Pattern
					Company, Inc.
1565.	Simplicity costumes : no. 7756.	VA0001277911	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern
1566.	Simplicity costumes : no. 5881.	VA0001277912	6/13/2003	Simplicity Pattern	Company, Inc. Simplicity Creative Corp /
1300.	Simplicity costumes . no. 3681.	VA0001277912	0/13/2003	Company, Inc.	Simplicity Creative Corp /
				,,, ,	Company, Inc.
1567.	Simplicity Renaissance	VA0001277913	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
	costume collection : no. 8735.			Company, Inc.	Simplicity Pattern
1568.	Simplicity costumes : no. 8855.	VA0001277914	6/13/2003	Simplicity Pattern	Company, Inc. Simplicity Creative Corp /
1308.	Simplicity costumes : no. 8855.	VA00012//914	0/13/2003	Company, Inc.	Simplicity Creative Corp /
				Company, me.	Company, Inc.
1569.	Simplicity Elizabethan	VA0001277915	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
	costume collection : no. 8881.			Company, Inc.	Simplicity Pattern
					Company, Inc.
1570.	Simplicity Celtic costume collection: no. 8913.	VA0001277916	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
	Concetion . no. 6913.			Company, mc.	Company, Inc.
1571.	Simplicity crafts : no. 9073.	VA0001277917	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern
					Company, Inc.
1572.	Simplicity costumes : no. 8234.	VA0001277918	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern Company, Inc.
1573.	Simplicity costumes: no. 8192.	VA0001277919	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
	1 , , , , , , , , , , , , , , , , , , ,			Company, Inc.	Simplicity Pattern
					Company, Inc.
1574.	Country window dressing.	VA0001277920	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern Company, Inc.
1575.	Simplicity crafts : no. 8069.	VA0001277921	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
13/3.	Simplicity claits . no. 6007.	, 1100012/1/21	3/13/2003	Company, Inc.	Simplicity Creative Corp /
<u></u>			<u> </u>	1 77	Company, Inc.
1576.	Pillows.	VA0001277922	6/13/2003	Simplicity Pattern	Simplicity Creative Corp /
				Company, Inc.	Simplicity Pattern
			1		Company, Inc.

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1577.	Panels & five valance designs.	VA0001277923	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1578.	Simplicity costumes : no. 7808.	VA0001277924	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1579.	Simplicity costumes : no. 7801.	VA0001277925	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1580.	Simplicity team spirit : no. 9798.	VA0001277926	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1581.	Simplicity team spirit : no. 8294 / designer, Donna Lang.	VA0001277927	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1582.	Simplicity team spirit : no. 8298 / designer, Donna Lang.	VA0001277928	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1583.	Simplicity costumes : no. 8303.	VA0001277929	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1584.	Simplicity costumes : no. 8311.	VA0001277930	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1585.	Simplicity crafts : no. 8418 / designs Elaine Heigl.	VA0001277931	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1586.	Simplicity Renaissance costume collection : no. 8587.	VA0001277932	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1587.	Simplicity Renaissance costume collection : no. 8715.	VA0001277933	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1588.	Simplicity 6 made easy! : no. 9418.	VA0001277934	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1589.	Simplicity: no. 9417.	VA0001277935	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1590.	Simplicity 6 made easy! : no. 9412.	VA0001277936	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1591.	Simplicity 6 made easy! : no. 9411.	VA0001277937	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1592.	Simplicity 1 Hour sleepwear : no. 9391.	VA0001277938	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1593.	Simplicity baby layette : no. 9380.	VA0001277939	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1594.	Simplicity Design Your Own: no. 9362.	VA0001277940	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1595.	Simplicity crafts : no. 9361.	VA0001277941	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1596.	Simplicity easy to sew : no. 9345.	VA0001277942	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1597.	Simplicity Design Your Own: no. 9341.	VA0001277943	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1598.	Simplicity 6 made easy! : no. 9337.	VA0001277944	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1599.	Issue Registered Simplicity easy to sew: no. 9334.	VA0001277945	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
	9334.			Company, mc.	Company, Inc.
1600.	Simplicity full figure solutions : no. 9295 / Mary Duffy.	VA0001277946	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1601.	Simplicity 6 made easy! : no. 8527.	VA0001277947	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1602.	Simplicity: no. 8523.	VA0001277948	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1603.	Simplicity: no. 8488.	VA0001277949	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1604.	Simplicity full figure solutions : no. 8486 / by Mary Duffy.	VA0001277950	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1605.	Simplicity 6 made easy! : no. 8468.	VA0001277951	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1606.	Simplicity: no. 8438.	VA0001277952	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1607.	Simplicity: no. 8352.	VA0001277953	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1608.	Simplicity 6 made easy! : no. 8351.	VA0001277954	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1609.	Simplicity: no. 8342.	VA0001277955	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1610.	Simplicity easy to sew : no. 8336.	VA0001277956	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1611.	Sewing Patterns for Dummies.	VA0001277957	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1612.	Simplicity easy to sew : no. 9419.	VA0001277958	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1613.	Simplicity kids boutique : no. 7980.	VA0001277959	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1614.	Simplicity 6 made easy! : no. 8030.	VA0001277960	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1615.	Simplicity 2 Hour : no. 8048.	VA0001278864	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1616.	Simplicity costumes : no. 8108.	VA0001278865	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1617.	Simplicity: no. 8911.	VA0001278866	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1618.	Simplicity costumes : no. 8851.	VA0001278867	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1619.	Simplicity retro costume collection: no. 8720 / designed by Teri.	VA0001278868	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1620.	Simplicity full figure solutions : no. 7034 / by Mary Duffy.	VA0001278869	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1621.	Simplicity dress essentials : no. 7178.	VA0001278870	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1622.	Simplicity 2 Hour : no. 7221.	VA0001278871	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1623.	Simplicity easy to sew : no. 7228.	VA0001278872	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1624.	Simplicity easy to sew : no. 7233.	VA0001278873	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1625.	Simplicity design your own : no. 7276.	VA0001278874	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1626.	Simplicity 1 Hour : no. 7320.	VA0001278875	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1627.	Simplicity: no. 7351.	VA0001278876	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1628.	Simplicity 6 made easy! : no. 7357.	VA0001278877	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1629.	Simplicity 2 Hour : no. 7407.	VA0001278878	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1630.	Simplicity 6 made easy! : no. 7463.	VA0001278879	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1631.	Simplicity design your own : no. 7488.	VA0001278880	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1632.	Simplicity 6 made easy! : no. 7513.	VA0001278881	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1633.	Simplicity dress essentials : no. 7524.	VA0001278882	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1634.	Simplicity easy to sew : no. 7610.	VA0001278883	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1635.	Simplicity 6 made easy! : no. 7655.	VA0001278884	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1636.	Simplicity 2 Hour : no. 7693.	VA0001278885	6/13/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1637.	New Look: no. 6007.	VA0001209742	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1638.	New Look : no. 6021.	VA0001209743	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1639.	New Look : no. 6022.	VA0001209744	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1640.	New Look : no. 6024.	VA0001209745	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1641.	New Look : no. 6038.	VA0001209746	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1642.	New Look : no. 6042.	VA0001209747	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1643.	New Look : no. 6065.	VA0001209748	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1644.	New Look: no. 6072.	VA0001209749	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1645.	New Look : no. 6130.	VA0001209750	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1646.	New Look : no. 6352.	VA0001209751	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1647.	New Look: no. 6398.	VA0001209752	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1648.	New Look: no. 6483.	VA0001209753	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1649.	New Look : no. 6493.	VA0001209754	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1650.	New Look : no. 6579.	VA0001209755	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1651.	New Look : no. 6581.	VA0001209756	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1652.	New Look: no. 6590.	VA0001209757	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1653.	New Look: no. 6598.	VA0001209758	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1654.	New Look : no. 6601.	VA0001209759	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1655.	New Look : no. 6630.	VA0001209760	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1656.	New Look : no. 6631.	VA0001209761	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1657.	New Look : no. 6635.	VA0001209762	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1658.	New Look : no. 6637.	VA0001209763	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1659.	New Look : no. 6653.	VA0001209764	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1660.	New Look : no. 6672.	VA0001209765	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1661.	New Look: no. 6673.	VA0001209766	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1662.	New Look: no. 6717.	VA0001209767	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1663.	New Look : no. 6705.	VA0001209768	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1664.	New Look : no. 6736.	VA0001209769	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1665.	New Look : no. 6739.	VA0001209770	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1666.	New Look: no. 6754.	VA0001209771	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1667.	New Look : no. 6750.	VA0001209772	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1668.	New Look : no. 6741.	VA0001209773	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1669.	New Look: no. 6777.	VA0001209774	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1670.	New Look : no. 6763.	VA0001209775	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1671.	New Look : no. 6809.	VA0001209776	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1672.	New Look : no. 6796.	VA0001209777	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1673.	New Look : no. 6861.	VA0001209778	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1674.	New Look : no. 6850.	VA0001209779	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1675.	New Look : no. 6843.	VA0001209780	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1676.	New Look : no. 6828.	VA0001209781	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1677.	New Look : no. 6827.	VA0001209782	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1678.	New Look : no. 6821.	VA0001209783	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1679.	New Look : no. 6866.	VA0001209784	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1680.	New Look : no. 6865.	VA0001209785	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1681.	New Look : no. 6863.	VA0001209786	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1682.	New Look : no. 6862, size A.	VA0001209787	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1683.	New Look: no. 6874, size A.	VA0001209788	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1684.	New Look: no. 6873, size A.	VA0001209789	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1685.	New Look: no. 6883, size A.	VA0001209790	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1686.	New Look: no. 6880, size A.	VA0001209791	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1687.	New Look : no. 6876, size A.	VA0001209792	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1688.	New Look: no. 6911, size A.	VA0001209793	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1689.	New Look : no. 6889, size A.	VA0001209794	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1690.	New Look: no. 6917, size A.	VA0001209795	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1691.	New Look : no. 6939, size A.	VA0001209796	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1692.	New Look: no. 6921, size A.	VA0001209797	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1693.	New Look : no. 6946, size A.	VA0001209798	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1694.	New Look : no. 6945, size A.	VA0001209799	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1695.	New Look : no. 6952, size A.	VA0001209800	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1696.	New Look : no. 6949, size A.	VA0001209801	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1697.	New Look : no. 6957, size A.	VA0001209802	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1698.	New Look : no. 6955, size A.	VA0001209803	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1699.	New Look: no. 6981, size A.	VA0001209804	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1700.	New Look : no. 6978, size A.	VA0001209805	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1701.	New Look: no. 6976, size A.	VA0001209806	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1702.	New Look : no. 6974, size A.	VA0001209807	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1703.	New Look : no. 6968, size A.	VA0001209808	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1704.	New Look : no. 6967, size A.	VA0001209809	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1705.	New Look: no. 6965, size A.	VA0001209810	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1706.	New Look for kis: no. 6983.	VA0001224231	6/19/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1707.	Simplicity: we make beautiful use of your time. autumn 03.	TX0005799938	7/29/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1708.	Simplicity: we make beautiful use of your time. winter 03.	TX0005859288	9/9/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.

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1709.	New Look. autumn issue.	TX0005859482	10/10/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
					Company, Inc.
1710.	Simplicity: we make beautiful use of your time. winter 03.	TX0005859499	10/10/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1711.	Simplicity: we make beautiful use of your time.	TX0005857375	10/31/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
	holiday.				Company, Inc.
1712.	New Look. winter issue.	TX0005878494	11/26/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1713.	Simplicity: we make beautiful use of your time. early spring 03.	TX0005860728	12/22/2003	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1714.	Simplicity: we make beautiful	TX0005911052	2/17/2004	C:1:-:t D-#	Simplicity Creative Corp /
1/14.	use of your time. spring.	1X0003911032	2/17/2004	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1715.	Simplicity: we make beautiful	TX0005928027	3/12/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early summer.			Company, Inc.	Simplicity Pattern Company, Inc.
1716.	Simplicity: we make beautiful	TX0006012074	4/22/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. summer.			Company, Inc.	Simplicity Pattern Company, Inc.
1717.	Simplicity: we make beautiful	TX0006004119	6/10/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early autumn.			Company, Inc.	Simplicity Pattern Company, Inc.
1718.	Simplicity: we make beautiful	TX0006025372	8/16/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. autumn.			Company, Inc.	Simplicity Pattern Company, Inc.
1719.	Simplicity: we make beautiful	TX0006060954	9/13/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. winter.			Company, Inc.	Simplicity Pattern Company, Inc.
1720.	Simplicity: we make beautiful	TX0006087052	11/12/2004	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. holiday 04.			Company, Inc.	Simplicity Pattern Company, Inc.
1721.	Simplicity: we make beautiful use of your time. spring.	TX0006116245	2/17/2005	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1722.	Simplicity : we make beautiful	TX0006141434	3/24/2005	Simplicity Pattern	Simplicity Creative Corp /
1722	use of your time. early summer.	1110000111101	3/2 1/2000	Company, Inc.	Simplicity Pattern Company, Inc.
1723.	Simplicity: we make beautiful use of your time.	TX0006171641	4/22/2005	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern
	summer.			1	Company, Inc.
1724.	Simplicity: we make beautiful use of your time. autumn.	TX0006235237	8/18/2005	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1725		TV0006260556	0/21/2005	Cimplinity D-44	Simplicity Creative Corp /
1725.	Simplicity: we make beautiful use of your time. winter.	TX0006260556	9/21/2005	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1726.	Simplicity: we make beautiful	TX0006259941	10/24/2005	Simplicity Pattern	Simplicity Creative Corp /
1720.	use of your time. holiday 05.	170000239941	10/24/2003	Company, Inc.	Simplicity Pattern Company, Inc.
1727.	Simplicity: we make beautiful	TX0006293628	12/19/2005	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early spring.			Company, Inc.	Simplicity Pattern Company, Inc.
1728.	Simplicity: we make beautiful	TX0006321402	2/14/2006	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. spring.			Company, Inc.	Simplicity Pattern Company, Inc.
1729.	Simplicity: we make beautiful	TX0006356796	3/23/2006	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. early summer.			Company, Inc.	Simplicity Pattern Company, Inc.
1730.	Simplicity: we make beautiful	TX0006362308	4/25/2006	Simplicity Pattern	Simplicity Creative Corp /
	use of your time. summer.			Company, Inc.	Simplicity Pattern Company, Inc.

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1731.	Simplicity: we make beautiful use of your time. early autumn.	TX0006379697	6/13/2006	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1732.	Simplicity: we make beautiful use of your time. autumn.	TX0006466262	8/11/2006	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1733.	Simplicity: we make beautiful use of your time. winter.	TX0006429577	9/15/2006	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1734.	Simplicity: we make beautiful use of your time. holiday. Appl. title: Simplicity holiday catalog.	TX0006456883	10/20/2006	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1735.	Simplicity: we make beautiful use of your time. spring.	TX0006512515	2/9/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1736.	Simplicity: we make beautiful use of your time. summer.	TX0006568971	4/25/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1737.	Simplicity: we make beautiful use of your time. early autumn.	TX0006578096	6/11/2007	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1738.	Simplicity: we make beautiful use of your time. spring.	TX0006973949	2/29/2008	Simplicity Pattern Company, Inc.	Simplicity Creative Corp / Simplicity Pattern Company, Inc.
1739.	Memories of My School	A 1066030	1/23/1928	C R Gibson & Co	1 2
1740.	My Camp Log	A 1071230	3/2/1928	C R Gibson & Company	
1741.	School Memories	A 699080	1/17/1923	C R Gibson and Company	
1742.	The Man Who Was A Friend To David	A 794384	5/7/1924	C R Gibson and Company	
1743.	The Man who first said: Here am l: Send me.	A 794386	5/7/1924	C R Gibson and Company	
1744.	The Story of Easter	A 795282	5/8/1924	C R Gibson and Company	
1745.	No Room at the Inn	AA 133277	9/26/1933	C R Gibson and Company	
1746. 1747.	My Days at School New Testament Memory Wheel - Search the scriptures	AA 200603 AA 94947	4/1/1936 4/28/1932	C R Gibson and Company C R Gibson and Company	
1748.	My School Days	A 968434	2/17/1927	C R. Gibson and Company	
1749.	Our Wedding	A 752641	7/14/1923	C. R. Gibson & Co	
1750.	Who is Who in the Bible	AA 50887	9/19/1930	C. R. Gibson & Co	
1751.	School Days, My Book [illegible] [Rememb?????]	AA 87879	2/6/1932	C. R. Gibson & Co	
1752.	Working together to tell of Gods care. The Story of Baby Moses	AA 141960	3/27/1934	C. R. Gibson and Company	
1753.	What is a baby?	TX0001432729	9/20/1984	C. R. Gibson, Inc	
1754.	Text	TX0001432729	9/20/1984	C. R. Gibson, Inc	
1755.	Devon manor.	VAu000239660	11/2/1992	C. R. Gibson, Inc.	
1756.	School Daze	A 178577	2/8/1944	C.R. Gibson and Company	
1757.	Our Bridal Day	AA 150064	6/25/1934	C.R. Gibson and Company	
1758.	Morning and Evening Prayers for Little Folks	AA 159872	11/14/1934	C.R. Gibson and Company	
1759.	This Bible of Ours and How it Came to us	AA 236286	5/20/1937	C.R. Gibson and Company	
1760. 1761.	The Bluebird Memory Chart A Bible Memory Book for Church School Boys and Girls	AA 262456 AA 267489	2/23/1938 5/23/1938	C.R. Gibson and Company C.R. Gibson and Company	
1762.	What Church School Boys and Girls Should Know	AA 267490	5/23/1938	C.R. Gibson and Company	
1763.	When Jesus Was A Child In The Land Of Palestine	AA 298243	4/10/1939	C.R. Gibson and Company	
1764.	The Bride's Book	AA 427652	5/14/1943	C.R. Gibson and Company	
1765.	Baby's Book	AA 453277	4/14/1944	C.R. Gibson and Company	
1766.	Junior Department Promotion Certificate to the Intermediate Department No. 764	K 54098	10/25/1943	C.R. Gibson and Company	

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1767.	Certificate of Promotion No 616	K 54155	10/25/1943	C.R. Gibson and Company	
1768.	Teddie's Best Christmas Tree	AA 10219	2/27/1929	C.R. Gibson Co.	
769.	May 2004 Iota collection.	VA0001356496	1/20/2006	C.R. Gibson, LLC	
770.	May 2005 Iota collection.	VA0001356497	1/20/2006	C.R. Gibson, LLC	
771.	January 2006 Iota collection.	VA0001356498	1/20/2006	C.R. Gibson, LLC	
772.	Iota collection :January 2007.	VA0001398240	2/26/2007	C.R. Gibson, LLC	
773.	Thanksgiving at Grandpa Whiskers	A 708973	5/24/1923	Charles R Gibson	
774.	My Christmas Record	AA 35834	2/17/1930	Charles R Gibson & Co	
775.	Moses as a Little Child	A 675439	4/29/1922	Charles R Gibson and Co	
776.	Paul takes a Journey	A 675440	4/29/1922	Charles R Gibson and Co	
777.	Peter the Fisherman	A 675443	4/29/1922	Charles R Gibson and Co	
778.	Zaccheus Climbs a tree	A 675445	4/29/1922	Charles R Gibson and Co	
779.	The Something to do Bible	AA 23894	9/7/1929	Charles R Gibson and	
	Alphabet			Company	
780.	The Beautiful World	AA 74061	7/14/1931	Charles R Gibson and Company	
1781.	God's Beautiful Gift of	AA 74062	7/14/1931	Charles R Gibson and	
1782.	Summer God's Gift of Autumn	AA 74063	7/14/1931	Company Charles R Gibson and	
				Company	
1783.	God's Gift of Easter	AA 74065	7/14/1931	Charles R Gibson and Company	
1784.	God's Gift of Thanksgiving	AA 74066	7/14/1931	Charles R Gibson and Company	
1785.	God's Gift of Christmas	AA 74067	7/14/1931	Charles R Gibson and	
1786.	Rollicking Robin	A 804766	8/27/1924	Company Charles R. Gibson and Co	
787.	Wedding Memories	A 510318	1/2/1919	Charles R. Gibson and Co.	
1788.	My Him Book	A 775636	1/24/1924	Charles R. Gibson and	
1789.	Memories of Baby's Days	A 753958	7/26/1923	Company Charles Robert Gibson	
		A 774186			
1790.	Our Marriage	A //4186	1/12/1924	Charles Robert Gibson & Co.	
1791.	School Day Memories	A 775782	2/4/1924	Charles Robert Gibson and Company	
1792.	Memories of My School Days	A 775784	2/4/1924	Charles Robert Gibson and Company	
1793.	The Princess Cat	AA 10223	2/27/1929	Chas R Gibson & Co	
1794.	My Graduation	A 696445	2/3/1923	Chas R Gibson and	
177.	Wry Graduation	A 070443	2/3/1/23	Company	
1795.	My Himnal	A 889852	4/13/1926	Chas R Gibson and	1
1/93.	му пиша	A 009032	4/13/1920		
1796.	Our Little Baby	AA 6767	1/11/1929	Company Chas R Gibson and	
1797.	God's Gift of Winter	AA 74064	7/14/1931	Company Chas R Gibson and	
				Company	
1798.	Wedding Chimes	A 610247	2/10/1921	Chas Robert Gibson & Co	
1799.	My Memories of School Days	A 820204	1/29/1925	Chas. R Gibson and Company	
1800.	Monthly Birthday Poster to build - January	AA 97360	5/24/1932	Chas. R Gibson and Company	
1801.	Monthly Birthday Poster to	AA 97361	5/24/1932	Chas. R Gibson and	
1802.	Build February When the Prince Came	AA 101089	7/19/1932	Company Chas. R. Gibson and	
				Company	
1803.	Memories of Baby's Days	AA 6783	1/11/1929	Chas. R. Gibson and Company	
1804.	Satchel Notes My Trip Day by Day	A 1066029	1/23/1928	CR Gibson & Co	
805.	My Graduation Days	A 1066031	1/23/1928	CR Gibson & Co	
806.	A Token of your Baptism	A 490041	12/13/1917	CR Gibson & Co	
1807.	The Star Path	AA 10222	2/27/1929	CR Gibson & Co	
		AA 94654	4/20/1932	CR Gibson & Company	1
1808.	Transparent Story Windows to	1 A A 94654	4//0/193/		

No. Ruse Registered A 490038 12/13/1917 CR Gibson and Cool						
1800	No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
1810. A Token of Confirmation A 490040 27/13/19/17 CR Gibson and Company	1809		A 490038	12/13/1917	CR Gibson and Co	
Section Part Part						
Part New or Name						
On the Feet of Jesses	1011.		11 / / 13/0	3,7,1,521	Cit Groson and Company	
On the Feet of Jesses	1812.	The woman who powered oil	A 795278	5/8/1924	CR Gibson and Company	
Christmas comes						
1815. Our Baby's Record with S15599 11/10/1924 CR Gibson and Company Piotographs	1813.	Why we are so happy when	A 795281	5/8/1924	CR Gibson and Company	
1815. Our Baby's Record with Photographs As 13559 11/10/1924 CR Gibson and Company Photographs As 26066 3/14/1925 CR Gibson and Company 1818. School Belles As 26066 3/14/1925 CR Gibson and Company 1818. Memory Book As 790666 3/15/1927 CR Gibson and Company 1819. The Winderfull Story of Christmas As 140652 3/15/1927 CR Gibson and Company 1820. A Token of Your Confirmation As 140653 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140653 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140653 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140654 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140654 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140654 As 14961 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140654 As 14961 3/15/1934 CR Gibson and Company 1822. Our Wedding Day As 140654 As 15/1934 CR Gibson and Company 1822. Our Wedding Day As 15/1934 CR Gibson and Company 1822. The Story of Christmas As 150450 6/28/1934 CR Gibson and Company 1823. The Story of Christmas As 150873 11/14/1934 CR Gibson and Company 1823. The Little boy who was named As 159875 11/14/1934 CR Gibson and Company 1823. The Boy who saved his father and his brothers As 159876 11/14/1934 CR Gibson and Company 1830. Jesus Birthday As 159877 11/14/1934 CR Gibson and Company 1831. Our Wetded Life As 159878 11/14/1934 CR Gibson and Company 1832. Our Baby's Book As 18355 11/14/1934 CR Gibson and Company 1832. Our Baby's Book As 18355 11/14/1934 CR Gibson and Company 1832. Our Baby's Book As 18355 11/14/1934 CR Gibson and Company 1832. Our Baby's Book As 18355 11/14/1934 CR Gibson and Company 1832. Our Baby's Book As 18355 11/14/1934 CR Gibson and Company 1833. My Bridal Bulys and Girls of the Bible 1834. Christmas As 262457 22341938 C		Christmas comes				
Photographs	1814.		A 806911	9/29/1924		
1816. School Belles	1815.		A 813559	11/10/1924	CR Gibson and Company	
1817. Travel Memories A.947844 7.241926 CR Gibson and Company						
1818. Memory Book						
1819. The Wonderful Story of Christmas A 140652 A 1729/1933 CR Gibson and Company						
Christmas			A 970666			
1820. A Token of Your Confirmation AA 140652 3/13/1934 CR Gibson and Company	1819.		AA 125762	7/29/1933	CR Gibson and Company	
1821. Memento of Baptism AA 140653 3/13/1934 CR Gibson and Company						
1822. Our Wedding Day AA 140654 3/12/1934 CR Gibson and Company						
1823. Working together to tell the story of Christmas AA 150446 6'27/1934 CR Gibson and Company						
story of Christmas A						
Second	1823.		AA 141961	3/15/1934	CR Gibson and Company	
Certificate A 150450 6/28/1934 CR Gibson and Company	1051				on ou	1
1825. The Story of Christmas	1824.		AA 150446	6/27/1934	CR Gibson and Company	
1826. Some Great Lessons Which Jesus Taught Jesus What is Christmas AA 159875 11/14/1934 CR Gibson and Company Jesus Birthday CR Gibson and Company Jesus Birthday Jesus Birth	1025		11120120	6/00/455	CD CU 15	
Jesus Taught						
1827. Tell us - What is Christmas AA 159874 11/14/1934 CR Gibson and Company Samuel The Boy who was named AA 159875 The Boy who saved his father and his brothers AA 159876 The Boy who saved his father and his brothers The Boy who his property The Boy who his pro	1826.		AA 159873	11/14/1934	CR Gibson and Company	
1828. The Little boy who was named Samuel Samuel Samuel Samuel The Boy who saved his father and his brothers AA 159876 11/14/1934 CR Gibson and Company CR Gibson and Company Samuel Samue	1005			11/11/1001	an an	
Samuel Samuel AA 159876 11/14/1934 CR Gibson and Company and his brothers AA 159876 11/14/1934 CR Gibson and Company 1830. Jesus Birthday AA 159878 11/14/1934 CR Gibson and Company 1831. Our Wedded Life AA 159878 11/14/1934 CR Gibson and Company 1832. Our Baby's Book AA 183355 9/14/1935 CR Gibson and Company 1833. My Own Diary - Baby's AA 200601 4/11/936 CR Gibson and Company Record 4/11/936 Record 4/11/936			AA 159874			
1829. The Boy who saved his father and his brothers 17/14/1934 CR Gibson and Company 1831. Our Wedded Life	1828.		AA 159875	11/14/1934	CR Gibson and Company	
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1830. Jesus' Birthday AA 159877 11/14/1934 CR Gibson and Company 1831. Our Wedded Life AA 159878 11/14/1934 CR Gibson and Company 1832. Our Baby's Book AA 183355 CR Gibson and Company 1833. My Own Diary - Baby's AA 200601 4/1/1936 CR Gibson and Company 1834. We work together to tell the Children etc No. 1462 AA 201213 4/1/1936 CR Gibson and Company 1835. Working Together to Tell the Story of Easter No. 1463 AA 201214 4/11/1936 CR Gibson and Company 1836. We work together to tell of Thanksgiving etc No 1464 AA 201215 4/11/1936 CR Gibson and Company 1837. When Everybody Helps No 1573 AA 201217 4/11/1936 CR Gibson and Company 1838. My Bridal Days AA 235270 5/21/1937 CR Gibson and Company 1840. The Story of Joseph AA 262454 2/23/1938 CR Gibson and Company 1841. Helpful Boys and Girls of the Bible AA 262455 2/23/1938 CR Gibson and Company 1842. Memory Garden- A Wall Chart AA 262457 2/23/1938 CR Gibson and Company 1843. Fish Glob-A Membership Contest AA 262459 2/23/1938 CR Gibson and Company 1844. Tulip New Member Chart AA 262459 2/23/1938 CR Gibson and Company 1845. Our Own Baby Book AA 262459 2/23/1938 CR Gibson and Company 1846. School Days - Work and Play AA 29280 3/22/1939 CR Gibson and Company 1847. An A.B.C. Book-Little Stories from the Bible AA 29820 3/22/1939 CR Gibson and Company 1848. Jesus of Nazareth Went About Doing Good AA 298242 4/10/1939 CR Gibson and Company 1849. Memories of our Wedding AA 299200 5/3/1939 CR Gibson and Company 1851. Treasures of My School Days AA 398350 4/22/1942 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company	1829.		AA 1598/6	11/14/1934	CR Gibson and Company	
1831. Our Wedded Life	1020		A A 150977	11/14/1024	CD Cibson and Commony	
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1833. My Own Diary - Baby's AA 200601 4/1/1936 CR Gibson and Company Record						
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1834. We work together to tell the Children etc No. 1462 AA 201213 A/1/1936 CR Gibson and Company	1633.		AA 200001	4/1/1930	CK Gloson and Company	
Children etc No. 1462 Working Together to Tell the Story of Easter No. 1463	1834		AA 201213	4/1/1936	CR Gibson and Company	
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Story of Easter No. 1463 We work together to tell of Thanksgiving etc No 1464 AA 201215 A/11/1936 CR Gibson and Company	1835		AA 201214	4/11/1936	CR Gibson and Company	
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Thanksgiving etc No 1464 When Everybody Helps No 1573 AA 201217 4/11/1936 CR Gibson and Company 1573 R38. My Bridal Days AA 235270 5/21/1937 CR Gibson and Company 1839. Wedding Memories AA 236287 5/20/1937 CR Gibson and Company 1840. The Story of Joseph AA 262454 2/23/1938 CR Gibson and Company 1841. Helpful Boys and Girls of the Bible AA 262455 2/23/1938 CR Gibson and Company 1842. Memory Garden- A Wall Chart AA 262457 2/23/1938 CR Gibson and Company 1843. Fish Globe-A Membership AA 262458 2/23/1938 CR Gibson and Company 1844. Tulip New Member Chart AA 262459 2/23/1938 CR Gibson and Company 1845. Our Own Baby Book AA 268124 5/11/1938 CR Gibson and Company 1846. School Days - Work and Play AA 292880 3/22/1939 CR Gibson and Company 1847. An A.B.C. Book-Little Stories AA 297506 4/10/1939 CR Gibson and Company 1849. Jesus of Nazareth Went About AA 298242 4/10/1939 CR Gibson and Company 1850. Pathway to Knowledge AA 396086 2/4/1942 CR Gibson and Company 1851. Treasures of My School Days AA 398351 4/22/1942 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1853. CR Gibson and Company 1850. CR Gibson and Company 1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company 1850. CR Gibson and Company 1850. CR Gibson and Company 1850. CR Gibson and Company 18	1836.		AA 201215	4/11/1936	CR Gibson and Company	
1837. When Everybody Helps No 1573 AA 201217 4/11/1936 CR Gibson and Company 1838. My Bridal Days AA 235270 5/21/1937 CR Gibson and Company 1839. Wedding Memories AA 236287 5/20/1937 CR Gibson and Company 1840. The Story of Joseph AA 262454 2/23/1938 CR Gibson and Company 1841. Helpful Boys and Girls of the Bible AA 262455 2/23/1938 CR Gibson and Company 1842. Memory Garden- A Wall Chart AA 262457 2/23/1938 CR Gibson and Company 1843. Fish Globe- A Membership Contest AA 262458 2/23/1938 CR Gibson and Company 1844. Tulip New Member Chart AA 262459 2/23/1938 CR Gibson and Company 1845. Our Own Baby Book AA 268124 5/11/1938 CR Gibson and Company 1846. School Days - Work and Play AA 292880 3/22/1939 CR Gibson and Company 1847. Jesus of Nazareth Went About Doing Good AA 297506 4/10/1939 CR Gibson and Company 1850. Pathway to Knowledge AA						
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1853. Monthly Birthday Poster to AA 94646 4/13/1932 CR Gibson and Company						

No.	Title	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
1854.	Issue Registered Monthly Birthday Poster to Build May	AA 94647	4/13/1932	CR Gibson and Company	
1855.	Monthly Birthday Poster to Build - June	AA 94648	4/13/1932	CR Gibson and Company	
1856.	Transparent Story Windows to Build David the Shepherd Boy	AA 94649	4/13/1932	CR Gibson and Company	
1857.	Transparent Story Windows to Build The First Christmas	AA 94650	4/13/1932	CR Gibson and Company	
1858.	Transparent Story Windows to Build Christ Blessing Little Children	AA 94651	4/13/1932	CR Gibson and Company	
1859.	Transparent Story Windows to Build The Good Shepherd	AA 94652	4/20/1932	CR Gibson and Company	
1860.	Transparent Story Windows to Build Peter the Fisherman	AA 94653	4/13/1932	CR Gibson and Company	
1861.	Our Priceless Library	AA 94655	4/13/1932	CR Gibson and Company	
1862.	Memento and Certificate of Baptism	AA 94943	4/27/1932	CR Gibson and Company	
1863.	Cradle Roll Certificate No.760	K 54094	10/25/1943	CR Gibson and Company	
1864.	Beginner Department Promotion Certificate to the Primary Department No 762	K 54096	10/25/1943	CR Gibson and Company	
1865.	Primary Department Promotion Certificate to the Junior Department No. 763	K 54097	10/25/1943	CR Gibson and Company	
1866.	Intermediate Department Promotion Certificate to the Senior Department No.765-S	K 54099	10/25/1943	CR Gibson and Company	
1867.	Certificate of Promotion No 766	K 54100	10/25/1943	CR Gibson and Company	
1868.	Primary Department Promotion Certificate to the Junior Department No. 613	K 54152	10/25/1943	CR Gibson and Company	
1869.	Junior Department Promotion Certificate to the Intermediate Department No 614	K 54153	10/25/1943	CR Gibson and Company	
1870.	Intermediate Department Promotion Certificate to the Senior Department No 615	K 54154	10/25/1943	CR Gibson and Company	
1871.	Memento and Certificate of Baptism	A 490039	12/13/1917	CR Gibson Co	
1872.	Baby's Book	AA 450244	2/23/1944	CR. Gibson and Company	
1873.	4 part series party goods /[artwork on paper goods] Dena.	VA0000205584	11/12/1985	Dena Mogulof Fishbein ⁵	
1874.	Reindeer Christmas Canvas.	VAu001544139	1/30/2025	IG Design Group Americas, Inc.	
1875.	Lang yellow flower face :no. 1.	VAu000636396	8/19/2004	LHI Enterprises, Inc.	
1876.	Lang yellow flower face :no. 5.	VAu000636397	8/19/2004	LHI Enterprises, Inc.	
1877.	Lang green flower face :no. 1.	VAu000636398	8/19/2004	LHI Enterprises, Inc.	
1878.	Lang green flower face :no. 2.	VAu000636399	8/19/2004	LHI Enterprises, Inc.	
1879.	Lang green flower face :no. 3.	VAu000636400	8/19/2004	LHI Enterprises, Inc.	
1880.	Lang red flower face :no. 1.	VAu000636401	8/19/2004	LHI Enterprises, Inc.	
1881.	Lang white flower face :no. 2.	VAu000636402	8/19/2004	LHI Enterprises, Inc.	
1882.	Lang white flower face :no. 3.	VAu000636403	8/19/2004	LHI Enterprises, Inc.	
1883.	Lang white flower face :no. 4.	VAu000636404	8/19/2004	LHI Enterprises, Inc.	
1884.	Lang red flower face :no. 2.	VAu000636405	8/19/2004	LHI Enterprises, Inc.	

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 $^{^{5} \ \} Copyright \ assignment \ between \ C. \ R. \ Gibson \ Company \ and \ CRG \ Acquisition \ Corporation \ dated \ 11/7/2001 \ and \ recorded \ on \ 11/26/2001 \ at \ V3481D864$

No. Tule Reg. No. Reg. Date Current USCO Owner Company liste Issue Registered Issue Registered Ava0000636410 R192004 LHI Enterprises, Inc.	
1885. Lang red flower face: no. 3. VAu000636406 8/19/2004 LHI Enterprises, Inc.	l owner
1886. Lang red flower face :no. 4. VAu000636407 8.19/2004 LHI Enterprises, Inc.	
1887. Lang red flower face :no. 1. VAu000636408 8.19/2004 LHI Enterprises, Inc.	
1888. Lang gold flower face ino. VAu000636410 8/19/2004 LHI Enterprises, Inc.	
Lang triple red flower face no. VAu000636410 819/2004 LHI Enterprises, Inc.	
1890. Lang double red flower face VAu000636411 8/19/2004 LHI Enterprises, Inc.	
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1891. Lang gold flower face :no. 2. VAu000636412 8/19/2004 LHI Enterprises, Inc.	
1893. Lang white flower face :no. 2. VAu000636414 8/19/2004 LHI Enterprises, Inc.	
1893. Lang yellow flower face :no. 2. VAu000636415 8/19/2004 LHI Enterprises, Inc.	
1894. Lang yellow flower face :no. 3. VAu000636415 8/19/2004 LHI Enterprises, Inc.	
1895. Lang quadruple white flower face :no. 4. VAu000636417 8/19/2004 LHI Enterprises, Inc.	
1896. Lang quadruple white flower face ino. 1. Lang triple white flower face ino. 1.	
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1897. Lang triple white flower face NAu000636418 8/19/2004 LHI Enterprises, Inc.	
1898. Lang triple red flower face :no. VAu000636419 8/19/2004 LHI Enterprises, Inc.	
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1927. Bat. VA0000108547 8/12/1982 Paper Magic Group, Inc. 1928. 100 year old man. VA0000108548 8/12/1982 Paper Magic Group, Inc. 1929. 100 year old woman. VA0000108549 8/12/1982 Paper Magic Group, Inc.	
1928. 100 year old man. VA0000108548 8/12/1982 Paper Magic Group, Inc. 1929. 100 year old woman. VA0000108549 8/12/1982 Paper Magic Group, Inc.	
1929. 100 year old woman. VA0000108549 8/12/1982 Paper Magic Group, Inc.	
1931. Number E-1 mask. VA0000114714 12/13/1982 Paper Magic Group, Inc.	
1932. Number E-2 mask. VA0000114715 12/13/1982 Paper Magic Group, Inc.	
1933. Number E-3 mask. VA0000114716 12/13/1982 Paper Magic Group, Inc.	
1934. Number E-4 mask. VA0000114717 12/13/1982 Paper Magic Group, Inc.	
1935. Number E-5 mask. VA0000114718 12/13/1982 Paper Magic Group, Inc.	
1936. Number E-6 mask. VA0000114719 12/13/1982 Paper Magic Group, Inc.	
1937. [Number] E-7 mask. VA0000114720 12/13/1982 Paper Magic Group, Inc.	
1938. [Number] E-8 mask. VA0000114721 12/13/1982 Paper Magic Group, Inc.	
1939. Number S-1 mask (face mask) VA0000114722 12/13/1982 Paper Magic Group, Inc.	
1940. Number S-2 mask (face mask) VA0000114723 12/13/1982 Paper Magic Group, Inc.	
1941. Number S-3 mask (face mask) VA0000114724 12/13/1982 Paper Magic Group, Inc.	

NI-	Tid.	D N-	Dec Dete	Comment LICCO Occurs	C1:1
No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
1942.	Number S-4 mask (face mask)	VA0000114725	12/13/1982	Paper Magic Group, Inc.	
1943.	Number S-5 mask (face mask)	VA0000114726	12/13/1982	Paper Magic Group, Inc.	
1944.	Number S-6 mask (face mask)	VA0000114727	12/13/1982	Paper Magic Group, Inc.	
1945.	Number S-7 mask (face mask)	VA0000114728	12/13/1982	Paper Magic Group, Inc.	
1946.	Number S-8 mask (face mask)	VA0000114729	12/13/1982	Paper Magic Group, Inc.	
1947.	Sorceress :[no.] CL2.	VA0000114730	12/13/1982	Paper Magic Group, Inc.	
1948.	Bat :[no.] CL2.	VA0000114731	12/13/1982	Paper Magic Group, Inc.	
1949.	Stone age creature :[no.] CL2.	VA0000114732	12/13/1982	Paper Magic Group, Inc.	
1950.	Gorilla :[no.] CL2.	VA0000114733	12/13/1982	Paper Magic Group, Inc.	
1951.	Mask :[no.] FT10-1.	VA0000114734	12/13/1982	Paper Magic Group, Inc.	
1952.	Mask :[no.] FT10-3.	VA0000114735	12/13/1982	Paper Magic Group, Inc.	
1953. 1954.	Mask :[no.] FT10-2.	VA0000114736 VA0000114737	12/13/1982 12/13/1982	Paper Magic Group, Inc. Paper Magic Group, Inc.	
1954.	Fang face :[no.] CL2. Hangman :[no.] CL2.	VA0000114737 VA0000114738	12/13/1982	Paper Magic Group, Inc.	
1955.	D line female vampire.	VA0000114738 VA0000115590	12/23/1982	Paper Magic Group, Inc.	
1957.	D line male vampire.	VA0000115590 VA0000115591	12/23/1982	Paper Magic Group, Inc.	
1958.	Scar face.	VA0000113391 VA0000118482	1/28/1983	Paper Magic Group, Inc.	
1959.	Rabbit :[no.] E-39.	VA0000116162 VA0000126068	4/18/1983	Paper Magic Group, Inc.	
1960.	Number E-9 mask.	VA0000126466	5/18/1983	Paper Magic Group, Inc.	
1961.	Number E-14 mask.	VA0000126467	5/18/1983	Paper Magic Group, Inc.	
1962.	Number E-13 mask.	VA0000126468	5/18/1983	Paper Magic Group, Inc.	
1963.	Number E-12 mask.	VA0000126469	5/18/1983	Paper Magic Group, Inc.	
1964.	Number E-11 mask.	VA0000126470	5/18/1983	Paper Magic Group, Inc.	
1965.	Number E-10 mask.	VA0000126471	5/18/1983	Paper Magic Group, Inc.	
1966.	Magical Egg Decorations :12	VA0000136712	10/3/1983	Paper Magic Group, Inc.	
	beautifully decorated eggs in				
1967.	only seconds! : item no. E-1. IF60 skeleton.	VA0000137051	10/12/1002	Danas Maria Crassa Isra	
1967.	Cape with stand-up collar	VA0000137051 VA0000137529	10/12/1983 10/14/1983	Paper Magic Group, Inc. Paper Magic Group, Inc.	
1906.	:[no.] HC500.	VA0000137329	10/14/1983	Paper Magic Group, inc.	
1969.	Dracula cape with stand-up	VA0000137530	10/14/1983	Paper Magic Group, Inc.	
	collar :no. HC 501.				
1970.	Cape with stand-up collar :[no.] HC 500.	VA0000137531	10/14/1983	Paper Magic Group, Inc.	
1971.	Trick or treat.	VA0000137579	10/17/1983	Paper Magic Group, Inc.	
1972.	Comical scarecrow.	VA0000141487	10/12/1983	Paper Magic Group, Inc.	
1973.	Mean mad monster.	VA0000141488	10/12/1983	Paper Magic Group, Inc.	
1974.	Mister Bones skeleton.	VA0000141489	10/12/1983	Paper Magic Group, Inc.	
1975. 1976.	Weird wicked witch.	VA0000141490	10/12/1983 10/12/1983	Paper Magic Group, Inc. Paper Magic Group, Inc.	
1976.	Hairy and scarey gorilla. Bloody creature face mask :no.	VA0000141491 VA0000147106	1/30/1984	Paper Magic Group, Inc. Paper Magic Group, Inc.	
	1163.			1 0 1	
1978.	Metal man face mask :no. 1008.	VA0000147107	1/30/1984	Paper Magic Group, Inc.	
1979.	Sea creature face mask :no. 1007.	VA0000147108	1/30/1984	Paper Magic Group, Inc.	
1980.	Stone age :no. 1060P.	VA0000147220	10/3/1983	Paper Magic Group, Inc.	
1981.	Hangman :no. 1061P.	VA0000147221	10/3/1983	Paper Magic Group, Inc.	
1982.	Henchman :no. 1059P.	VA0000147222	10/3/1983	Paper Magic Group, Inc.	
1983.	Ghoulish :no. 1062P.	VA0000147223	10/3/1983	Paper Magic Group, Inc.	
1984.	Big 6 feet tall inflatable skeleton.	VA0000149125	2/17/1984	Paper Magic Group, Inc.	
1985.	Bird :no. 1502.	VA0000152801	4/2/1984	Paper Magic Group, Inc.	
1986.	Hanging eye :no. 1504.	VA0000152802	4/2/1984	Paper Magic Group, Inc.	
1987.	Sad clown :no. 1510.	VA0000152803	4/2/1984	Paper Magic Group, Inc.	
1988.	Monster thru eye :no. 1503.	VA0000152804	4/2/1984	Paper Magic Group, Inc.	
1989.	Naughty :no. 1509.	VA0000152805	4/2/1984	Paper Magic Group, Inc.	
1990.	Devil head :no. 1501.	VA0000152806	4/2/1984	Paper Magic Group, Inc.	
1991. 1992.	Mask :no. 1452. Mask :no. 1453.	VA0000159032 VA0000159033	1/30/1984 1/30/1984	Paper Magic Group, Inc. Paper Magic Group, Inc.	
1992.	Mask :no. 1433. Mask :no. 1533.	VA0000159033 VA0000166776	9/17/1984	Paper Magic Group, Inc. Paper Magic Group, Inc.	
1993.	Mask :no. 1534.	VA0000166777	9/17/1984	Paper Magic Group, Inc.	
1994.	Mask :no. 1531.	VA0000166777	9/17/1984	Paper Magic Group, Inc.	
1996.	Mask :no. 1531.	VA0000166779	9/17/1984	Paper Magic Group, Inc.	
1997.	Mask :no. 1506.	VA0000166780	9/17/1984	Paper Magic Group, Inc.	
					ı

No.	Title	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
	Issue Registered				
1998.	Mask :no. 1532.	VA0000166781	9/17/1984	Paper Magic Group, Inc.	
1999.	Mask :no. 1540.	VA0000166815	9/17/1984	Paper Magic Group, Inc.	
2000.	Mask :no. 1537.	VA0000166816	9/17/1984	Paper Magic Group, Inc.	
2001.	Mask :no. 1539.	VA0000166817	9/17/1984	Paper Magic Group, Inc.	
2002.	Mask :no. 1538.	VA0000166818	9/17/1984	Paper Magic Group, Inc.	
2003.	Mask :no. 1009.	VA0000166819	9/17/1984	Paper Magic Group, Inc.	
2004.	Mask :no. 1010.	VA0000166820	9/17/1984	Paper Magic Group, Inc.	
2005.	Mask :no. 1536.	VA0000166821	9/17/1984	Paper Magic Group, Inc.	
2006.	Mask :no. 1535.	VA0000166822	9/17/1984	Paper Magic Group, Inc.	
2007.	Mask :no. 1454.	VA0000209001	1/30/1984	Paper Magic Group, Inc.	
2008.	Mask :no. 1451.	VA0000209002	1/30/1984	Paper Magic Group, Inc.	
2009.	Big 6 feet tall inflatable	VA0000244642	8/5/1986	Paper Magic Group, Inc.	
	skeleton :no. 6014.				
2010.	Topstone's 24" graveyard	VA0000272305	9/1/1987	Paper Magic Group, Inc.	
	skeleton :item no. 5004.				
2011.	"Cat" face clinger mask.	VA0000357700	5/30/1989	Paper Magic Group, Inc.	
2012.	"Lizard" face clinger mask.	VA0000357701	5/30/1989	Paper Magic Group, Inc.	
2013.	"Bat" face clinger mask.	VA0000357702	5/30/1989	Paper Magic Group, Inc.	
2014.	"Snake" face clinger mask.	VA0000357703	5/30/1989	Paper Magic Group, Inc.	
2015.	"Frog" face clinger mask.	VA0000357703	5/30/1989	Paper Magic Group, Inc.	
2016.	"Spider" face clinger mask.	VA0000357720 VA0000357721	5/30/1989	Paper Magic Group, Inc.	
2010.	Reagan.	VA0000357721 VA0000359136	8/1/1989	Paper Magic Group, Inc.	1
2017.	Nixon.	VA0000359130 VA0000359137	8/1/1989	Paper Magic Group, Inc.	1
2019.	Old lady face.	VA0000359137 VA0000359138	8/1/1989	Paper Magic Group, Inc.	
2020.	Mr. Hvde.	VA0000359138 VA0000359139	8/1/1989	Paper Magic Group, Inc.	
2020.	Skeleton.	VA0000339139 VA0000359140	8/1/1989	Paper Magic Group, Inc.	
2021.		VA0000339140 VA0000359141			+
	Corpse. Old man.		8/1/1989	Paper Magic Group, Inc.	
2023.		VA0000359142	8/1/1989	Paper Magic Group, Inc.	
2024.	Maggot arm.	VA0000359143	8/1/1989	Paper Magic Group, Inc.	
2025.	Flesh wound arm.	VA0000359144	8/1/1989	Paper Magic Group, Inc.	
2026.	Gladiator right hand.	VA0000359145	8/1/1989	Paper Magic Group, Inc.	
2027.	Chinless walrus.	VA0000359146	8/1/1989	Paper Magic Group, Inc.	
2028.	Chinless Chinese man.	VA0000359147	8/1/1989	Paper Magic Group, Inc.	
2029.	Chinless fat man.	VA0000359148	8/1/1989	Paper Magic Group, Inc.	
2030.	Chinless old man.	VA0000359149	8/1/1989	Paper Magic Group, Inc.	
2031.	Lincoln.	VA0000359150	8/1/1989	Paper Magic Group, Inc.	
2032.	Wild cat.	VA0000359151	8/1/1989	Paper Magic Group, Inc.	
2033.	Pig.	VA0000359152	8/1/1989	Paper Magic Group, Inc.	
2034.	Goat.	VA0000359153	8/1/1989	Paper Magic Group, Inc.	
2035.	Rhino.	VA0000359154	8/1/1989	Paper Magic Group, Inc.	
2036.	Rabbit.	VA0000359155	8/1/1989	Paper Magic Group, Inc.	
2037.	Hound dog.	VA0000359156	8/1/1989	Paper Magic Group, Inc.	
2038.	Bandaged arm.	VA0000359157	8/1/1989	Paper Magic Group, Inc.	
2039.	Panda.	VA0000387379	10/23/1989	Paper Magic Group, Inc.	
2040.	Bear.	VA0000387380	10/23/1989	Paper Magic Group, Inc.	
2041.	Dog.	VA0000387381	10/23/1989	Paper Magic Group, Inc.	
2042.	Duck.	VA0000387382	10/23/1989	Paper Magic Group, Inc.	
2043.	Wolf.	VA0000387383	10/23/1989	Paper Magic Group, Inc.	
2044.	Moose.	VA0000387384	10/23/1989	Paper Magic Group, Inc.	
2045.	Pig.	VA0000387385	10/23/1989	Paper Magic Group, Inc.	
2046.	Rabbit.	VA0000387386	10/23/1989	Paper Magic Group, Inc.	
2047.	Triceratops.	VA0000387387	10/23/1989	Paper Magic Group, Inc.	
2048.	Dragon.	VA0000387388	10/23/1989	Paper Magic Group, Inc.	
2049.	Elephant.	VA0000387389	10/23/1989	Paper Magic Group, Inc.	
2050.	Cat.	VA0000387390	10/23/1989	Paper Magic Group, Inc.	1
2051.	Reindeer.	VA0000387391	10/23/1989	Paper Magic Group, Inc.	
2052.	Shakin' mutants pumpkin :no. 1020-96	VA0000784727	4/8/1996	Paper Magic Group, Inc.	
2053.	Shakin' mutants skull. :no. 653317.	VA0000798540	4/8/1996	Paper Magic Group, Inc.	
2054.	Painted skeleton with movable jaw.	VA0000802711	2/16/1996	Paper Magic Group, Inc.	
2055.	[The mask]	VA0000870752	2/18/1998	Paper Magic Group, Inc.	
2056.	Busterhanging skeleton.	VA0001270011	6/9/2004	Paper Magic Group, Inc.	1
2057.	Old lady.	VAu0001270011 VAu000162565	8/1/1989	Paper Magic Group, Inc.	
2007.	ora maj.	1214000102303	0/1/1/0/	1 aper magic Group, mc.	1

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No.	Title Issue Registered	Reg. No.	Reg. Date	Current USCO Owner	Company listed owner
2058.	Nixon.	VAu000162566	8/1/1989	Paper Magic Group, Inc.	
2059.	Reagan.	VAu000162567	8/1/1989	Paper Magic Group, Inc.	
2060.	Mr. Hyde.	VAu000162568	8/1/1989	Paper Magic Group, Inc.	
2061.	Skeleton.	VAu000162569	8/1/1989	Paper Magic Group, Inc.	
2062.	Old man.	VAu000162570	8/1/1989	Paper Magic Group, Inc.	
2063.	Corpse.	VAu000162571	8/1/1989	Paper Magic Group, Inc.	
2064.	Rhino.	VAu000162572	8/1/1989	Paper Magic Group, Inc.	
2065.	Rabbit.	VAu000162573	8/1/1989	Paper Magic Group, Inc.	
2066.	Witch.	VAu000162816	8/28/1989	Paper Magic Group, Inc.	
2067.	Hobo.	VAu000162817	8/28/1989	Paper Magic Group, Inc.	
2068.	Dog.	VAu000162818	8/28/1989	Paper Magic Group, Inc.	
2069.	Werewolf.	VAu000162819	8/28/1989	Paper Magic Group, Inc.	
2070.	Monster.	VAu000162820	8/28/1989	Paper Magic Group, Inc.	
2071.	Devil.	VAu000162821	8/28/1989	Paper Magic Group, Inc.	
2072.	Octopus.	VAu000172650	2/12/1990	Paper Magic Group, Inc.	
2073.	Shakin' mutants hag :three dimensional sculpture : no. 653319.	VAu000385276	4/8/1996	Paper Magic Group, Inc.	

Letters of Credit Rights

None.

Commercial Tort Claim

None.

Inventory and Equipment

Loan Party	Locations of Collateral
IG Design Group Americas, Inc.	5555 Glenridge Connector, Suite 300 Atlanta GA 30342
	817 Gateway Global Drive Byhalia, MS 38611
	303 SW 18th Street, Suite 13 Bentonville, AR 72712
IG Design Group (LANG), Inc.	5555 Glenridge Connector, Suite 300 Atlanta GA 30342
The Lang Companies, Inc.	20825 Swenson Drive Waukesha, WI 53186
	Johnson Creek Premium Outlets Unit A085 575 West Linmar Lane Johnson Creek, WI 53038
Impact Innovations, Inc.	1 East Industrial Blvd. Maynard, MN 56260
CSS Industries, Inc.	303 SW 18th Street Suites 1-3-5 Bentonville, AR 72712
Simplicity Creative Corp.	21228 S. Frontage Road Shorewood, IL 60431
	1411 Broadway, 5th Floor New York, NY 10018
	999 Berkshire Blvd., Suite 200 Wyomissing, PA 19610
The McCall Pattern Company, Inc.	2015 West Front St. Berwick, PA 18603
C.R. Gibson, LLC	2015 West Front St. Berwick, PA 18603
	AmericasMart, Suite 1837A, B & 1839, Bldg.2 40 John Portman Blvd. Atlanta, GA 30303

Loan Party	Locations of Collateral
Philadelphia Industries, LLC	2015 West Front St.
	Berwick, PA 18603
Berwick Offray LLC	2015 West Front St.
	Berwick, PA 18603
	E. 9th St. & Bomboy Lane
	Berwick, PA 18603
	Berwick Industrial
	Development Association
	("BIDA") Complex
	Building #93, #426
	3rd & Oak Sts.
	Berwick, PA 18603
BOC Distribution, Inc.	2015 West Front St.
	Berwick, PA 18603
Lion Ribbon Company, LLC	857 Willow Circle
	Hagerstown, MD 21740
	832 Summerland Avenue
	Leesville-Batesburg, SC
	29006
	AmericasMart
	Suite 19-A-8, Bldg. 1
	240 Peachtree Street, NW
	Atlanta, GA 30303

Inventory on Consignment and Inventory and Equipment in the possession of third parties:

Loan Party	Third Party in Possession of Collateral	Address of Third Party	Туре
Simplicity Creative	Walmart Stores	702 SW 8th Street	Consignment at Retail
Corp.		Bentonville, AR	Store Locations
The McCall Pattern			
Company, Inc.			
Berwick Offray			
LLC			
The McCall Pattern	Fabricville	9195 Rue Charles de Latour	Consignment at Retail
Company, Inc.		Montreal, Quebec, Canada	Store Locations
Lion Ribbon	EDC De Mexico SA	Francisco Gonzalez	Third Party
Company, LLC	DE CV	Bocanegra #1650	Manufacturer –
		Praderas DE	inventory and
		Henequen	equipment
		Juarez, Chihuahua, Mexico	
Lion Ribbon	EDC De Mexico SA	Enrico Fermi number 351	Third Party
Company, LLC	DE CV	Parque Industrial	Manufacturer –
		Rio Bravo	inventory and
		Juarez, Chihuahua, Mexico	equipment
Simplicity Creative	Outlook Converting and	8520 Martin Drive	Third Party
Corp.	Distribution	Neenah, WI 54956	Manufacturer –
			inventory
Simplicity Creative	LS Logistics	80 Southgate Drive	Third Party Logistics –
Corp.		Guelph, ON N1G 4PS	inventory
		Canada	
The Lang	Calendar Holdings	6411 Burleson Road	Third Party
Companies, Inc.		Austin, TX 78744	Logistics /
			Customer /
			Distributor – inventory
			and consigned
			inventory

Existing Debt

Letters of Credit:

Loan Party	Issuing Bank	Amount
IG Design Group Americas,	HSBC Bank USA, N.A.	
Inc.	TISBE Built CST I, T III I	
IG Design Group Americas,	HSBC Bank USA, N.A.	
Inc.	HSBC Balik USA, N.A.	
IG Design Group Americas,	HSBC Bank USA, N.A.	
Inc.	HSBC Balik USA, N.A.	
IG Design Group Americas,	HSBC Bank USA, N.A.	
Inc.	HSBC Balik USA, N.A.	
IG Design Group Americas,	HCDC DominiCA N A	
Inc.	HSBC Bank USA, N.A.	
IG Design Group Americas,	HCDC Dominica N. A.	
Inc.	HSBC Bank USA, N.A.	

Liens

Debtor	Secured Party	File Number	Jurisdiction	Lien / Collateral Summary	
CSS Industries, Inc.	Canon Financial Services, Inc.	2021112400734	Pennsylvania Department of State	Equipment	
CSS Industries, Inc.	Canon Financial Services, Inc.	2022010700955	Pennsylvania Department of State	Equipment	
IG Design Group Americas, Inc.	HYG Financial Services, Inc.	038-2020-007286	Coweta County Clerk, Georgia	Equipment	
IG Design Group	JPMorgan Chase	007-2020-034780	Barrow County	"Purchased	
Americas, Inc.	Bank, N.A.		Clerk, Georgia	Receivables"	
IG Design Group Americas, Inc.	Bank of the West	007-2022-031197	Barrow County Clerk, Georgia	Equipment	
IG Design Group Americas, Inc.	Bank of the West	007-2022-031204	Barrow County Clerk, Georgia	Equipment	
IG Design Group Americas, Inc.	Bank of the West	007-2022-034708	Barrow County Clerk, Georgia	Equipment	
IG Design Group Americas, Inc.	Bank of the West	007-2022-042746	Barrow County Clerk, Georgia	Equipment	
IG Design Group Americas, Inc.	Bank of the West	007-2022-054282	Barrow County Clerk, Georgia	Equipment	
IG Design Group Americas, Inc.	Canon Financial Services, Inc.	038-2022-037372	Coweta County Clerk, Georgia	Equipment	
Simplicity Creative Corp.	Crown Equipment Corporation	2018 3692601	Delaware Secretary of State	Equipment	

Liens on cash in restricted cash collateral account for purposes of securing the letters of credit set forth on Schedule 9.02 as well as corporate credit cards of the Borrower and its Subsidiaries.

<u>Investments</u>

Loan Agreement, by and between CSS	Industries, Inc.	and McCall	Pattern C	ompany l	Limited,	with
outstanding indebtedness of						

Loan Agreement, by and between CSS Industries, Inc. and Simplicity Limited, with outstanding indebtedness of

Guaranty, dated as of January 13, 2022, by Lion Ribbon Company, LLC, in favor of Mr. Pedro Diaz Rodriguez, Ms. Luz Maria Rico Gonzalez and Shelter del Norte, S. de R.L. de C.V. (collectively, the "<u>Lessor</u>"), in connection with that certain Lease Agreement, dated as of January 13, 2022, by and between the Lessor and EDC De Mexico, S.A. DE C.V.

Guaranty, dated as of December 19, 2022, by Lion Ribbon Company, LLC, in favor of Industria de Ensambles Diversos, S. de R.L. de C.V. (collectively, the "<u>Lessor</u>"), in connection with that certain Lease Agreement, dated as of December 19, 2022, by and between the Lessor and EDC de Mexico, S.A. DE C.V.

Transactions with Affiliates

None.

Exhibit B to the Interim DIP Order

Initial Budget

Working Draft - Subject to Substantial Revision

IG Design Group Americas, Inc. ("DGA")
INITIAL BUDGET
\$ in 000s

Actual v. Forecast Week Number Week Ending	Forecast 1 7/4/25	Forecast 2 7/11/25	Forecast 3 7/18/25	Forecast 4 7/25/25	Forecast 5 8/1/25	Forecast 6 8/8/25	Forecast 7 8/15/25	Forecast 8 8/22/25	Forecast 9 8/29/25	Forecast 10 9/5/25	Forecast 11 9/12/25	Forecast 12 9/19/25	Forecast 13 9/26/25	13-Week Budget Total
Existing AD Descripts	4.400	4 000	4.007	4.077	4.005	4.000	4.004	4 704	4 404	4 400	4.405	4.077	000	47.500
Existing AR Receipts Receipts from Future Sales	1,163 497	1,338 474	1,367 663	1,077 728	1,905 762	1,636 696	1,694 802	1,701 800	1,131 1,110	1,493 709	1,105 1,047	1,077 1,202	838 2,240	17,526 11,731
Retained Proceeds from Asset Sales			-	720	702	-	-	-	1,110	705	1,047	1,202	2,240	-
Other Receipts	254	-	295	-	-	-	-	-	-	-	-	-	-	549
Total Receipts	1,914	1,812	2,325	1,805	2,667	2,332	2,496	2,501	2,242	2,203	2,153	2,279	3,078	29,806
Employee Related (Wages & Benefits)	713	2,726	713	2,674	713	2,457	713	2,457	4,273	491	143	491	143	18,704
Mexico Operations Funding	388	353	353	353	353	353	-			-	_	-	-	2,153
Hong Kong + China + India Funding	234	915	100	100	-	620	100	100	-	620	100	100	-	2,989
Insurance	1,221	-	-	-	-	-	-	-	-	56	-	-	-	1,277
Customs / Taxes	-	-	-	1,642	-	-	-	618	-	-	-	309	-	2,570
Rent & Utilities	-	98	98	98	893	98	98	98	98	784	98	98	98	2,655
Freight	469	424	924	424	714	535	535	535	535	235	235	235	235	6,039
Pattern Printer	80	80	80	80	294	294	294	294	294	93	93	93	93	2,164
Critical Vendor / 503(b)(9)	-	-	392	418	797	1,124	732	379	833	833	833	820	820	7,980
All Other Accounts Payable	1,000	350	750	500	500	500	500	500	500	305	288	273	270	6,236
Surety Bond Requirements	-	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Commissions (3rd Party) and Royalties					92	99	99	99	99	4	272	4	4	770
Total Operating Disbursements	4,105	6,947	3,410	6,290	4,355	6,079	3,070	5,080	6,632	3,421	2,061	2,424	1,662	55,536
Operating Cash Flow	(2,191)	(5,135)	(1,086)	(4,486)	(1,688)	(3,747)	(574)	(2,579)	(4,390)	(1,218)	91	(144)	1,416	(25,730)
Utility Deposit	-	-	180	-	-	-	-	-	-	-	-	-	-	180
Professional Fees & Governance	1,890	675	735	765	1,495	1,480	1,075	1,100	1,405	1,155	808	850	888	14,320
Restructuring Process Fees	1,890	675	915	765	1,495	1,480	1,075	1,100	1,405	1,155	808	850	888	14,500
Net Cash Flow	(4,080)	(5,810)	(2,001)	(5,251)	(3,183)	(5,227)	(1,649)	(3,679)	(5,795)	(2,373)	(716)	(994)	528	(40,230)
Cash & Liquidity														
Beginning Domestic Bank Balance	8,463	4,383	5,073	5,072	5,022	5,039	5,012	5,063	5,084	5,088	3,515	3,599	3,005	8,463
Net Cash Flow	(4,080)	(5,810)	(2,001)	(5,251)	(3,183)	(5,227)	(1,649)	(3,679)	(5,795)	(2,373)	(716)	(994)	528	(40,230)
Weekly Borrowing / (Repayment)	-	6,500	2,000	5,200	3,200	5,200	1,700	3,700	5,800	800	800	400	-	35,300
Outstanding Checks	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)	(128)
Ending Domestic Book Balance	4,255	4,945	4,944	4,894	4,911	4,884	4,935	4,956	4,960	3,387	3,471	2,877	3,405	3,405
Loan Facility Availability	24,850	17,620	15,620	10,420	6,908	14,318	12,618	8,918	2,546	1,746	946	546	546	546
Ending Liquidity	29,105	22,565	20,564	15,314	11,819	19,202	17,553	13,874	7,507	5,134	4,418	3,423	3,952	3,952
Lean Facility														
Loan Facility DIR Financing Commitment (Interim & Final)	40.000	40.000	40.000	40.000	40.000	F2 000	F2 000	F2 000	F2 000	F2 000	F2 000	F2 000	F2 000	F2 000
DIP Financing Commitment (Interim & Final)	40,000	40,000	40,000	40,000	40,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000
Prior Net Outstandings	(15,100)	(15,150)	(22,380)	(24,380)	(29,580)	(33,092)	(38,682)	(40,382)	(44,082)	(50,454)	(51,254)	(52,054)	(52,454)	(15,100)
Weekly Borrowing Request	-	(6,500)	(2,000)	(5,200)	(3,200)	(5,200)	(1,700)	(3,700)	(5,800)	(800)	(800)	(400)	-	(35,300)
Closing / Exit Fees (paid via borrowing)	-	(450)	-	-	-	(390)	-	-	-	-	-	-	-	(840)
Expenses (paid via borrowing)	-	(280)	-	-	-	-	-	-	-	-	-	-	-	(280)
Interest Paid-in-Kind	(50)				(312)				(572)					(934)
Total Outstandings before Asset Sales	(15,150)	(22,380)	(24,380)	(29,580)	(33,092)	(38,682)	(40,382)	(44,082)	(50,454)	(51,254)	(52,054)	(52,454)	(52,454)	(52,454)
Loan Facility Availability	24,850	17,620	15,620	10,420	6,908	14,318	12,618	8,918	2,546	1,746	946	546	546	546