

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

REVIEW OF NONPOSTAL SERVICES

Docket No. MC2008-1

RESPONSE OF THE UNITED STATES POSTAL SERVICE
TO ORDER NO. 126 REGARDING LICENSING AGREEMENTS
AND NOTICE OF FILING OF SWORN STATEMENT
(November 17, 2008)

On November 4, 2008, the Commission issued an order denying Pitney Bowes' motion that the Commission "issue an Order directing the Postal Service to file a complete list and description of all existing and new offerings that may be subject to this proceeding."¹ Rather, the Commission ordered the Postal Service to supplement its response to Order No. 74 regarding its licensing program.² The Postal Service hereby provides the requested information. The Postal Service is also filing a declaration from Mr. Gary A. Thuro, Manager of Licensing, who discusses the Postal Service's commercial licensing program.

The Commission requested a variety of information about each license agreement.³ Most of this information is provided in a spreadsheet that is appended to this document, and which is also being filed electronically. The first worksheet in the spreadsheet provides the execution date, termination date, and FY06 and FY07 revenue for each agreement. The second worksheet provides,

¹ Order No. 126 at 1 (quoting Pitney Bowes Inc. Motion to Compel United States Postal Service to File a Complete List of Nonpostal Services at 1, 9).

² *Id.* at 5.

³ *Id.* at 6. Please note that at this time the Postal Service has 42 licenses for the use of its trademarks on consumer goods sold through non-postal retail channels. It has added two agreements to the 40 license agreements it identified in its June 9, 2008 filing. See Initial Response to Order No. 74 at 21-22.

for each agreement, the merchandise category for the articles that bear Postal Service licensed property pursuant to the agreement, the articles themselves, whether the articles are currently on the market, and whether the articles were on the market prior to January 1, 2006. The name of each licensee was not requested in the Order, and is not provided, due to its commercial sensitivity. Rather, each license agreement is identified by a number.⁴

A few points need to be clarified. The Commission requested a “detailed, comprehensive listing of each consumer good currently offered for sale pursuant to each license agreement it has with third-party vendors.” It then requests information about whether each product was offered for sale on January 1, 2006. It is unclear whether the Commission considers the licensees to be vendors who are selling products to the Postal Service for resale through postal retail channels. The legal relationship in each licensee agreement between the Postal Service and the party signing the agreement is licensor-licensee. This is distinct from a purchaser-vendor relationship. None of the agreements contain

⁴ In its June 9, 2008, the Postal Service identified that the NASCAR sponsorship generates a small amount of revenue incidental to the sponsorship arrangement. The revenue is derived from the division of royalties from the sale of items displaying both Postal Service and Baker Curb Racing trademarks (e.g., jackets, shirts, and die-cast toy vehicles). See Further Response to Order No. 74 at 35. The NASCAR agreement is fundamentally a sponsorship agreement akin to the payment of advertising. See Declaration of Patrick Donahoe at 15-16 (June 23, 2008). The licensing aspect is an incidental part of the NASCAR contract and is not part of the Postal Service’s commercial licensing program. It is therefore unclear as to whether further information about the licensing aspect of the NASCAR arrangement needs to be disclosed in response to Order No. 126. However, in the interest of full disclosure, the Postal Service provides the additional information. The current agreement was executed November 1, 2007. It is effective from January 1, 2008 to December 31, 2008. The intellectual property being licensed is “Brought to you by the United States Postal Service.®,” USPS Corporate Signature in its various forms (according to USPS specifications), The Eagle logo® (by itself), and USPS®. The products permitted to display or to include the intellectual property licensed are toys, shirts, jackets, hats, patches, pins, tickets and such other items to which the parties agree. The method of calculating the payment is through a formula for the division of royalties among Baker Curb and the sponsors. Finally, the Postal Service’s responsibilities include paying the annual sponsorship fee and participating in the division of royalties pursuant to the formula.

provisions that obligate the Postal Service to purchase the consumer goods that bear Postal Service intellectual property.⁵ Nor are those consumer goods being sold on behalf of the Postal Service.

The Commission has also requested a description of the intellectual property being licensed, the method of calculating payment to the Postal Service, and the Postal Service's responsibilities pursuant to each agreement. First, the licensed properties that are part of these agreements include the corporate name (UNITED STATES POSTAL SERVICE®); the corporate signature (the Sonic Eagle); MR. ZIP® as a word mark and as a logo; the names of postal products (e.g., Express Mail®, Priority Mail®); trademarks such as Post Office™, United States Post Office®, USPS®, U.S. Mail® and design, US Mail™, Pony Express™, and Air Mail™; independently-controlled stamp designs; and co-owned stamp designs.

Second, the method of calculating the royalty payment to the Postal Service is the same in each agreement. The Postal Service receives a royalty payment based upon a negotiated percentage of the net sales of the licensee. Net sales are the licensee's invoiced cost of the licensed goods sold to the licensee's customers. Most agreements require the licensee to pay the Postal Service a minimum royalty payment.

Third, under the terms of the agreements, the Postal Service grants to the licensee a non-transferable license to design, reproduce, manufacture, have

⁵ The license agreement provides that, upon expiration or termination of the agreement, the Postal Service may purchase any excess stock as part of a winding-down of the agreement, but it is not required to do so. Even if the Postal Service were to purchase excess stock, it would only be able to sell those items directly to the public if those items were a "postal service" or a grandfathered nonpostal service (i.e., OLRP).

manufactured, sell, distribute, and advertise articles bearing or displaying the licensed properties in exchange for the royalty payments. To ensure that the production, appearance and quality of the licensed articles are consistent with the Postal Service's reputation for high quality and the goodwill associated with the Postal Service, as well as to preserve the Postal Service's rights in the licensed intellectual property, the licensee must obtain Postal Service approval of the styles, design, content, workmanship and quality of the products and related promotional materials.. The Postal Service is responsible for providing that approval within 20 days. The Postal Service provides guidelines for any marketing, trade, and consumer advertising.

The licensee is solely responsible for the ensuring that the design, manufacturing, sale, labeling, packaging, distribution, and advertising of the products complies with all applicable laws, is free from defect, and meets any specifications or quality requirements set forth by the applicable industry and the Postal Service. As part of the quality review, the licensee is responsible for submitting samples of the licensed products to an independent laboratory or other test facility selected and approved by the Postal Service. For example, the Postal Service requires toys to be tested for any lead content. The licensee is also responsible for customer service regarding the product. It bears all costs related to any product recall, whether voluntary or required by a government agency.

In each case, the involvement of the Postal Service is limited to reviewing the products and its related materials to ensure the quality of the product (such

as by requiring that the manufacturer of toys have the product tested by an independent firm), and that the licensee is using and promoting the licensed property appropriately.

As Mr. Thuro explains, the Postal Service follows industry best practices for commercial licensing.

These agreements that are set forth in the attached spreadsheet relate to the licensing of Postal Service intellectual property on consumer goods sold to the licensee's customers. These are not agreements for the purchase or sale of merchandise by the Postal Service. None of these agreements contains provisions whereby the Postal Service purchases the goods for resale in postal retail channels. The type of license at issue here (a license for Postal Service trademarks used on consumer goods that the licensee sells) is distinct from the situation where the Postal Service purchases the consumer good for resale through its retail channels. The sale of the consumer good by the Postal Service, at a price set by the Postal Service, would be considered the sale of Officially Licensed Retail Products, which the Postal Service seeks to grandfather as part of this proceeding.⁶ While licensing the use of the Postal Service brand is not a "service" within the meaning of section 404(e), the sale by the Postal Service of OLRP merchandise is. In that case, the Postal Service does control the distribution and sale price of the merchandise.⁷

⁶ See Postal Service Initial Brief at 83-85.

⁷ Furthermore, the type of license at issue here is also distinct from the licenses that the Postal Service issues when it provides a database or software with address information. In that case the Postal Service develops, maintains, distributes, and supports the products it sells. When the Postal Service provides the information electronically, it typically requires the purchaser to enter into a licensing agreement which limits the use of the information. As with consumer software sales, one of the main purposes of the licensing agreement is to limit the unauthorized copying or

The products that are sold by licensees through non-postal channels pursuant to the 42 agreements discussed here are not, on the other hand, distributed or sold by the Postal Service; nor does the Postal Service set the price. It is simply incorrect to assert that by licensing its intellectual property for use on the consumer goods of a licensee, the Postal Service is “entering” or “engaging in” whatever business the consumer good represents, whether it is the apparel business, the toy business, or the postage meter supply business. The Postal Service simply retains certain authority over the third party’s activities in order to protect the integrity of the Postal Service’s brand (as any rational licensor would), and receives a royalty payment in exchange for the license.

The licensing of the Postal Service’s intellectual property is analogous to its leasing of its real property, or its tangible personal property. Just as it would be incorrect to assert that the Postal Service has “entered” the toy business by allowing a toy manufacturer to place Postal Service intellectual property on its toys, it would similarly be incorrect to assert that simply because the Postal Service leases space to a toy store, credit union or office supply business, the Postal Service has entered into the toy or banking business or the business of selling office supplies. Leases typically have terms that require the lessee to, for example, maintain the leased property in the condition in which it is found, and to comply with all relevant local, state and federal laws. Similarly, in its license

distribution of the electronic information. The existence of a license is simply a feature of the purchasing arrangement for this type of Postal Service product. In the case of licenses for the use of postal trademarks on third party consumer goods, the Postal Service lacks the type of control necessary to consider the consumer goods to be products of the Postal Service. The withdrawal of permission to use Postal Service intellectual property would not, for example, require the manufacturer of the postage meter ink cartridges to cease selling such cartridges; it would simply require that any cartridges sold not bear Postal Service intellectual property.

agreements, the Postal Service retains certain mechanisms of control to ensure that its intellectual property does not lose value and is properly maintained. In both instances, the Postal Service is simply disposing of its real or personal property, pursuant to section 401(5).

As the Postal Service noted in its response to the Pitney Bowes motion, in a situation where the Postal Service has such a relationship with the product or service in question, it is not apparent what exactly the Commission would regulate under chapter 36. The prices charged for the postage meter ink cartridges identified by Pitney Bowes, or for any of the products that are sold by licensees pursuant to the other agreements discussed herein, are not set by the Postal Service. Certainly, the criteria of section 3633 could not be applied to the prices charged for the consumer goods themselves, since those prices are set by a private party independent of the Postal Service. Furthermore, it does not appear logical to apply the criteria of section 3633 to the royalty payment received by the Postal Service, since the amount of revenue earned by the Postal Service is dependent primarily on the revenue earned by the third party: thus, there is no direct relationship between Postal Service costs and revenues in which to measure under the section 3633 criteria.

In its Order, the Commission asked for information as to whether the consumer goods sold by licensees pursuant to these agreements were being offered for sale on January 1, 2006.⁸ The request for this information is somewhat troubling, because it suggests that each individual agreement might be considered an individual “nonpostal service” that must meet the grandfather

⁸ Order No. 126 at 6.

date of section 404(e)(2). As the Postal Service noted in its response to the Pitney Bowes motion, however, taking such a position requires two conclusions. First, it requires a conclusion that Congress intended section 404(e) to eliminate the Postal Service's authority to license its intellectual property in the future. As discussed in the sworn statement of Mr. Thuro, this would have highly deleterious consequences. Second, if each individual disposition of intellectual property is a separate "nonpostal service," it would seem that each individual disposition of real property, or tangible personal property, would also have to be a separate "nonpostal service." Thus, treating each agreement as a separate "nonpostal service" would essentially require a conclusion that Congress intended to prevent the Postal Service from deriving revenue from the disposition of its property assets after January 1, 2006, unless the Commission believes that the disposition of intangible personal property is different from the disposition of real, or tangible personal, property. To avoid this absurd result, it would be necessary to interpret the term "nonpostal service" (assuming the term applies at all to the disposition of property, which the Postal Service does not concede) on a broader scale, as constituting not each individual disposition of intellectual property, but as the disposition of intellectual property as a whole. The declaration of Mr. Thuro discusses why licensing activities on the part of the Postal Service are important.

As a final matter, Order No. 126 also requested information about the EPM program. The Postal Service has described the USPS Electronic Postmark in great detail in this proceeding. See Postal Service Initial Brief at 84-89, Postal

Service Reply Brief at 72-75, and record evidence cited therein. As the Postal Service has explained, the record is clear that the Postal Service began exploring the service in 1991 , and by 1995 began testing the concept and provided the service commercially until 2001, when the Postal Service decided to continue the service under a different structure. From 2001 to the present, an authorized EPM company provided the service to Postal Service customers. Postal Service Reply Brief at 73. The current license agreement with Authentidate, Inc. was executed on July 26, 2007, for a term of three years.

Respectfully submitted,

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Agreement Number	Execution date	Expiration date	Revenue	
			FY 2006	FY 2007
LICENS-07-C-1211	11/27/2007	06/30/11	0.00	0.00
LICENS-07-C-1201	08/15/07	03/31/11	0.00	0.00
LICENS-08-C-1219	05/29/08	9/30/11	0.00	0.00
LICENS-08-C-1220	5/7/2008	12/31/11	0.00	0.00
LICENS-06-C-1176	11/03/06	12/31/09	0.00	5,000.00
LICENS-07-C-1207	11/01/07	12/31/10	0.00	0.00
LICENS-07-C-1210	11/26/2007	03/31/11	0.00	0.00
LICENS-07-C-1202	08/15/07	03/31/11	0.00	0.00
LICENS-06-C-1025	10/31/06	03/31/09	42,923.66	35,706.39
LICENS-08-C-1223	09/04/08	03/31/12	0.00	0.00
LICENS-08-C-1215	03/11/08	12/31/10	0.00	0.00
LICENS-06-C-1031	05/10/06	12/31/08	346.67	0.00
LICENS-07-C-1195	5/7/2007	12/31/10	0.00	0.00
LICENS-08-C-1217	3/18/2008	03/31/11	0.00	0.00
LICENS-87-C-1217	03/20/07	03/31/10	0.00	1,000.00
LICENS-07C-2036	5/16/2007	05/31/10	0.00	500.00
LICENS-07-C-1197	3/13/2008	03/31/11	0.00	0.00
LICENS-07-C-1216	02/08/06	12/31/08	0.00	2,500.00
LICENS-06-C-2172	02/08/06	12/31/09	268,585.77	175,864.68
LICENS-08-C-2051	06/17/08	12/31/10	0.00	3,382.57
LICENS-06-C-1175	12/07/06	12/31/09	0.00	1,000.00
LICENS-07-C-1185	04/10/07	03/31/10	0.00	5,000.00
LICENS-07-C-1203	9/6/2007	12/31/10	0.00	0.00
LICENS-08-C-1221	06/17/08	12/31/10	0.00	0.00
483083-03-U-0455	01/14/05	01/15/17	485,422.72	525,203.14
2CMROS-03-3754	01/01/03	12/31/08	489,240.42	522,929.53
LICENS-07-C-1199	07/18/07	12/31/10	0.00	10,000.00
LICENS-08-C-1222	5/2/2008	06/30/11	0.00	0.00
LICENS-07-C-1198	05/30/07	05/31/10	0.00	5,000.00
LICENS-06-C-1085	08/31/06	12/31/08	9,500.00	2,500.00
LICENS-06-C-2086	03/14/07	03/31/10	0.00	3,000.00
LICENS-08-C-3089	06/17/08	12/31/10	10,306.55	2,500.00
LICENS-06-C-1173	11/14/06	03/31/10	0.00	5,000.00
LICENS-06-C-1214	03/11/08	01/31/11	0.00	0.00
LICENS-07-C-1205	9/6/2007	12/31/10	0.00	0.00
LICENS-08-C-1218	4/8/2008	03/31/11	0.00	0.00
LICENS-07-C-1209	11/13/2007	12/31/10	0.00	0.00
LICENS-07-C-1213	2/12/2008	03/31/11	0.00	0.00
LICENS-06-O-1108	10/03/06	09/30/09	8,919.14	3,487.26
LICENS-07-C-2183	03/06/07	12/31/09	26,993.68	35,678.13
LICENS-06-C-1181	12/06/06	09/30/09	0.00	5,000.00
LICENS-07-C-1184	03/06/07	03/31/10	0.00	5,000.00

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Merchandise Categories Covered By License Agreements

Licensee Contract Number	Merchandise Category	Articles	Currently In Market	In Market Prior to 2006
LICENS-07-C-1211	Apparel	Clothing Sets	No	No
LICENS-07-C-1211	Apparel	Other Tops	No	No
LICENS-07-C-1211	Apparel	Outercoats / Vests And Jackets	No	No
LICENS-07-C-1211	Apparel	Shirts And Blouses (Not T-Shirts)	No	No
LICENS-07-C-1211	Apparel	Sportswear	No	No
LICENS-07-C-1211	Apparel	T-Shirts	No	No
LICENS-07-C-1201	Accessories	Jewelry	No	No
LICENS-07-C-1201	Accessories	Watches, Watch Straps, Watch Cases	Yes	No
LICENS-07-C-1201	Gifts / Novelties & Decorative Accessories	Clocks	Yes	No
LICENS-07-C-1201	Fine Arts	Collectible Housewares	Yes	No
LICENS-08-C-1219	Fine Arts	Artwork and Paintings (Gallery)	Yes	No
LICENS-08-C-1220	Toys, Games, and Audio Equipment	Board Games And Other Games	No	No
LICENS-08-C-1220	Toys, Games, and Audio Equipment	Puzzles	No	No
LICENS-06-C-1176	Toys, Games, and Audio Equipment	Costumes And Masks / Disguises	Yes	No
LICENS-07-C-1207	Accessories	Hair Accessories	No	No
LICENS-07-C-1207	Accessories	Neckwear, Scarves, Dickies	No	No
LICENS-07-C-1207	Accessories	Socks	Yes	No
LICENS-07-C-1207	Apparel	Bras, Slips, Camisoles, Teddies	No	No
LICENS-07-C-1207	Apparel	Leggings And Stirrup (Not Exercise)	No	No
LICENS-07-C-1207	Apparel	Pantyhose / Hosiery	Yes	No
LICENS-07-C-1207	Apparel	Underwear / Undershirts / Long Underwear	No	No
LICENS-07-C-1207	Automotive	Automotive	No	No
LICENS-07-C-1210	Mailing and Shipping Supplies	Postage Meter Cartridges and Supplies	Yes	No
LICENS-07-C-1210	Video Games and Computer Products	Inkjet and Laser Toner Cartridges and Supplies	No	No
LICENS-07-C-1202	Accessories	Backpacks, Rucksacks, Knapsacks	No	No
LICENS-07-C-1202	Accessories	Bags, Totes, Pouches, Cases	Yes	No
LICENS-07-C-1202	Accessories	Cell Phone, MP3 Player, And PDA Holders	No	No
LICENS-07-C-1202	Accessories	Cosmetic And Toiletry Bags/Holders	No	No
LICENS-07-C-1202	Accessories	Umbrellas	No	No
LICENS-07-C-1202	Accessories	Wallets, Purses, Coin Cases, Money/Key Holders	Yes	Yes
LICENS-06-C-1025	Domestics and Linens	Sewing Products and Fabrics	Yes	Yes
LICENS-06-C-1025	Gifts / Novelties & Decorative Accessories	Windows / Wall / Door Décor	Yes	Yes
LICENS-08-C-1223	Sporting Goods	Bicycle Products	No	No
LICENS-08-C-1215	Accessories	Wallets, Purses, Coin Cases, Money/Key Holders	Yes	Yes
LICENS-08-C-1215	Mailing and Shipping Supplies	Return Mailing Labels	Yes	Yes
LICENS-08-C-1215	Stationery and Paper Goods	Labels And Name tags	Yes	Yes
LICENS-08-C-1215	Stationery and Paper Goods	Printed Paper (Checks/Sheet Music/Gift Certificate)	Yes	Yes
LICENS-06-C-1031	Gifts / Novelties & Decorative Accessories	Plaques, Signs, And Frames	Yes	Yes
LICENS-07-C-1195	Accessories	Bags, Totes, Pouches, Cases	No	No

Merchandise Categories Covered By License Agreements

Licensee Contract Number	Merchandise Category	Articles	Currently In Market	In Market Prior to 2006
LICENS-07-C-1195	Accessories	Jewelry	No	No
LICENS-07-C-1195	Domestics and Linens	Window / Wall / Shelf Coverings	No	No
LICENS-07-C-1195	Domestics and Linens	Woven Throws / Blankets	No	No
LICENS-07-C-1195	Fine Arts	Artwork and Paintings (Gallery)	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Banks	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Candles And Candle Holders	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Clocks	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Framed Art (Not Gallery)	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Key Chains	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Lamps And Lighting	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Magnets	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Origamis And Cutouts / Decoupage	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Other Gift / Novelty Items	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Plaques, Signs, And Frames	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Plastic And Paper Gift Bags	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Sculptures (Novelties)	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Snowdome Items	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Vases And Planters	No	No
LICENS-07-C-1195	Gifts / Novelties & Decorative Accessories	Windows / Wall / Door Décor	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Albums And Autograph Books	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Bookplates, Bookmarks, And Book Covers	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Cards, Notes, And Invitations	Yes	No
LICENS-07-C-1195	Stationery and Paper Goods	Diaries	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Gift Wrap Products	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Paper, Pad, Card And File Holders	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Paper, Pads And Envelopes	Yes	No
LICENS-07-C-1195	Stationery and Paper Goods	Pen And Pencil Holders / Cases	No	No
LICENS-07-C-1195	Stationery and Paper Goods	Postcards	No	No
LICENS-08-C-1217	Pet Products	Animal Toys	No	No
LICENS-08-C-1217	Pet Products	Dog Carriers and Leashes	No	No
LICENS-87-C-1217	Accessories	Backpacks, Rucksacks, Knapsacks	No	No
LICENS-87-C-1217	Accessories	Bags, Totes, Pouches, Cases	No	No
LICENS-87-C-1217	Accessories	Belts, Buckles, Suspenders	No	No
LICENS-87-C-1217	Accessories	Cosmetic And Toiletry Bags/Holders	No	No
LICENS-87-C-1217	Accessories	Jewelry	No	No
LICENS-87-C-1217	Accessories	Neckwear, Scarves, Dickies	Yes	Yes
LICENS-87-C-1217	Accessories	Socks	No	No
LICENS-87-C-1217	Accessories	Umbrellas	No	No
LICENS-87-C-1217	Accessories	Wallets, Purses, Coin Cases, Money/Key Holders	No	No

Merchandise Categories Covered By License Agreements

Licensee Contract Number	Merchandise Category	Articles	Currently In Market	In Market Prior to 2006
LICENS-87-C-1217	Accessories	Watches, Watch Straps, Watch Cases	No	No
LICENS-87-C-1217	Footwear	Slippers	No	No
LICENS-07C-2036	Accessories	Bags, Totes, Pouches, Cases	Yes	No
LICENS-07C-2036	Accessories	Wallets, Purses, Coin Cases, Money/Key Holders	Yes	No
LICENS-07C-2036	Stationery and Paper Goods	Bookplates, Bookmarks, And Book Covers	No	No
LICENS-07C-2036	Stationery and Paper Goods	Files, Folders And Portfolios	No	No
LICENS-07-C-1197	Footwear	Casual And Dressy Shoes	Yes	No
LICENS-07-C-1197	Footwear	Sandals / Thongs / Zories	No	No
LICENS-07-C-1197	Footwear	Shoe Accessories And Shoe Care Products	No	No
LICENS-07-C-1197	Footwear	Slippers	No	No
LICENS-07-C-1216	Food and Beverage	Baked Goods (Prepared)	Yes	No
LICENS-07-C-1216	Food and Beverage	Confectionery And Gum	No	No
LICENS-06-C-2172	Fine Arts	Ingots	Yes	Yes
LICENS-08-C-2051	Gifts / Novelties & Decorative Accessories	Key Chains	Yes	Yes
LICENS-08-C-2051	Gifts / Novelties & Decorative Accessories	Magnets	Yes	Yes
LICENS-08-C-2051	Gifts / Novelties & Decorative Accessories	Plaques, Signs, And Frames	Yes	Yes
LICENS-08-C-2051	Gifts / Novelties & Decorative Accessories	Sculptures (Novelties)	Yes	Yes
LICENS-08-C-2051	Housewares	Mugs	Yes	Yes
LICENS-08-C-2051	Stationery and Paper Goods	Bookplates, Bookmarks, And Book Covers	Yes	Yes
LICENS-08-C-2051	Stationery and Paper Goods	Other School And Office Supplies	Yes	Yes
LICENS-08-C-2051	Stationery and Paper Goods	Posters	Yes	Yes
LICENS-06-C-1175	Toys, Games, and Audio Equipment	Toy Vehicles And Accessories	Yes	No
LICENS-07-C-1185	Accessories	Bags, Totes, Pouches, Cases	No	No
LICENS-07-C-1185	Accessories	Headwear	No	No
LICENS-07-C-1185	Apparel	Loungewear	No	No
LICENS-07-C-1185	Apparel	Shirts And Blouses (Not T-Shirts)	No	No
LICENS-07-C-1185	Apparel	Shorts And Shortalls	No	No
LICENS-07-C-1185	Apparel	T-Shirts	Yes	No
LICENS-07-C-1185	Infant Products	Infant / Toddler Apparel	Yes	No
LICENS-07-C-1203	Toys, Games, and Audio Equipment	Board Games And Other Games	No	No
LICENS-08-C-1221	Fine Arts	Collectible Sculptures / Figurines and Environments	Yes	No
483083-03-U-0455	Mailing and Shipping Supplies	Boxes	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Bubble-wrap	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Envelopes	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Mail Preperation	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Moving Supplies	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Packing Materials	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Packing Tape / Tape Gun	Yes	Yes
483083-03-U-0455	Mailing and Shipping Supplies	Return Mailing Labels	Yes	Yes

Merchandise Categories Covered By License Agreements

Licensee Contract Number	Merchandise Category	Articles	Currently In Market	In Market Prior to 2006
2CMROS-03-3754	Fine Arts	Collectible Sculptures / Figurines and Environments	Yes	Yes
2CMROS-03-3754	Gifts / Novelties & Decorative Accessories	Stamp Cachets	Yes	Yes
LICENS-07-C-1199	Mailing and Shipping Supplies	Scales	Yes	No
LICENS-08-C-1222	Accessories	Headwear	No	No
LICENS-07-C-1198	Footwear	Casual And Dressy Shoes	Yes	No
LICENS-07-C-1198	Footwear	Shoe Accessories And Shoe Care Products	Yes	No
LICENS-06-C-1085	Fine Arts	Collectible Housewares	No	No
LICENS-06-C-1085	Gifts / Novelties & Decorative Accessories	Balloons	Yes	Yes
LICENS-06-C-2086	Stationery and Paper Goods	Stickers, Decals, Stamps, Tattoos, Etc.	Yes	No
LICENS-08-C-3089	Gifts / Novelties & Decorative Accessories	Novelty / Decorative Storage	Yes	Yes
LICENS-06-C-1173	Gifts / Novelties & Decorative Accessories	Other Gift / Novelty Items	No	No
LICENS-06-C-1173	Publishing, Audio, and Music	Audio Books, Cassettes, CD's And Records	No	No
LICENS-06-C-1173	Publishing, Audio, and Music	Color / Activity Books	No	No
LICENS-06-C-1173	Publishing, Audio, and Music	Novelty Books	No	No
LICENS-06-C-1173	Toys, Games, and Audio Equipment	Activity Games / Toys	No	No
LICENS-06-C-1173	Toys, Games, and Audio Equipment	Other Toys And Accessories	No	No
LICENS-06-C-1173	Toys, Games, and Audio Equipment	Puzzles	Yes	No
LICENS-06-C-1173	Toys, Games, and Audio Equipment	Stuffed/Plush Toys And Characters And Accessories	Yes	No
LICENS-06-C-1214	Accessories	Wallets, Purses, Coin Cases, Money/Key Holders	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Activity Games / Toys	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Balls (Toys)	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Battery / Electric Powered Vehicles	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Black / Slate Boards	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Board Games And Other Games	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Building / Construction Toys	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Craft / Model Kits And Supplies / Accessories	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Dolls And Doll Accessories	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Figure Accessories And Environments	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Figures	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Kites, Windsocks, And Their Accessories	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Learning And Scientific Toys	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Paint, Color, And Art Sets/Kits	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Pinball Games	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Playground Products	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Playing Cards	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Puppets / Marionettes And Accessories	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Puzzles	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Ride-Ons	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Role Playing / Home Making Toys	No	No

Merchandise Categories Covered By License Agreements

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LICENS-07-C-1205	Toys, Games, and Audio Equipment	Snow Play Products	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Toy Clocks And Watches	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Toy Guns / Weapons / Launchers And Accessories	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Water And Sand Toys	No	No
LICENS-07-C-1205	Toys, Games, and Audio Equipment	Wind-up / Friction-powered Toys And Vehicles	Yes	No
LICENS-08-C-1218	Accessories	Bags, Totes, Pouches, Cases	No	No
LICENS-08-C-1218	Accessories	Eyeglasses, Sunglasses, Eye Accessories	No	No
LICENS-07-C-1209	Pet Products	Animal Feeding Supplies and Treats	Yes	No
LICENS-07-C-1209	Pet Products	Animal Toys	No	No
LICENS-07-C-1213	Apparel	Loungewear	No	No
LICENS-07-C-1213	Apparel	Other Tops	No	No
LICENS-07-C-1213	Apparel	T-Shirts	Yes	No
LICENS-06-O-1108	Gifts / Novelties & Decorative Accessories	Plaques, Signs, And Frames	No	No
LICENS-06-O-1108	Home Furniture / Garden / Hardware	Address Markers / Numbers	Yes	No
LICENS-06-O-1108	Mailing and Shipping Supplies	Embossers	No	No
LICENS-06-O-1108	Mailing and Shipping Supplies	Mail Preperation	No	No
LICENS-06-O-1108	Mailing and Shipping Supplies	Stampers And Stamp Pads	No	No
LICENS-07-C-2183	Gifts / Novelties & Decorative Accessories	Banks	Yes	Yes
LICENS-06-C-1181	Toys, Games, and Audio Equipment	Puzzles	Yes	No
LICENS-07-C-1184	Toys, Games, and Audio Equipment	Toy Vehicles And Accessories	Yes	No