

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1883999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Julie K. Zurn, Chapter 7 Trustee of the bankruptcy Estate of Universal Screen Arts, Inc.	02/28/2025
RECEIVING PARTY DATA	
Company Name:	Potpourri Group, Inc.
Street Address:	101 Billerica Avenue
Internal Address:	Bldg. #2
City:	North Billerica
State/Country:	MASSACHUSETTS
Postal Code:	01862
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	11105147
Patent Number:	12000205
CORRESPONDENCE DATA	
Fax Number:	7818901150
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(781)890-5678
Email:	admin@iandiorio.com
Correspondent Name:	Kirk Teska
Address Line 1:	200 Lake St
Address Line 2:	Unit 302B
Address Line 4:	Peabody, MASSACHUSETTS 01960
ATTORNEY DOCKET NUMBER:	POTP-100J
NAME OF SUBMITTER:	Delaina McCarthy
SIGNATURE:	/Delaina McCarthy/
DATE SIGNED:	03/13/2025
Total Attachments: 8	
source=Intellectual Property Assignment Agreement#page1.tiff	
source=Intellectual Property Assignment Agreement#page2.tiff	

source=Intellectual Property Assignment Agreement#page3.tiff
source=Intellectual Property Assignment Agreement#page4.tiff
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source=Intellectual Property Assignment Agreement#page8.tiff

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of [DATE] (the "Effective Date") by and between Julie K. Zurn, solely in her capacity as Chapter 7 Trustee for Universal Screen Arts, Inc. (collectively "Assignor") and Potpourri Group, Inc. (hereinafter "Assignee").

WHEREAS, Assignor owns all rights and/or has certain rights in intellectual property rights including but not limited to those listed in Schedule I attached herewith, and all rights appurtenant thereto, including but not limited to all common law rights, trade name rights, and the right to recover for past, present, and future infringement;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Assigned IP and has not abandoned the same;

WHEREAS, Assignor, on the one hand, and Assignee, on the other hand, have entered into an Asset Purchase Agreement ("Agreement"), pursuant to which Assignor has conveyed, transferred, and assigned to Assignee, *inter alia*, all of Assignor's right title and interest in and to the Assigned IP, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration (including the consideration recited in the Agreement), the sufficiency of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. ASSIGNMENT. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the following Assigned IP throughout the world:
 - a. the patents and patent applications set forth on Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - b. the trademark registrations and applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's Businesses, or that portion of

the business to which the trademark pertains, and that business is ongoing and existing;

- c. the copyright registration, applications for registration, and exclusive copyright licenses set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
- d. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- f. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- g. any and all renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.

2. **RECORDATION AND FURTHER ACTIONS.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer.

3. **TERMS OF THE ASSET PURCHASE AGREEMENT.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


5. **MISCELLANEOUS.** This Assignment made by Assignor of the Assigned IP is free

Execution Copy

of any liens, security agreements, or other encumbrances. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable.

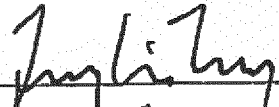
IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the Effective Date set forth below.

ASSIGNOR:

By: 
Julie K. Zarn, solely in her capacity as
Chapter 7 Trustee of the bankruptcy
Estate of Universal Screen Arts, Inc.

ASSIGNEE

Potpourri Group, Inc.

By: 
Title: SVP Finance/CFO

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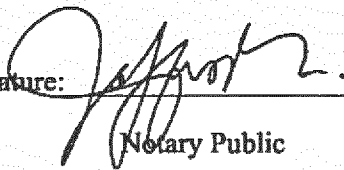
ACKNOWLEDGMENT

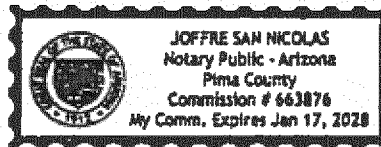
State of Arizona)

County of Pima)

On this 28th day of February, 2025, before me, Kin Leung, personally appeared personally known to me - OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:  (Seal)
Notary Public



4928-3207-5290.1

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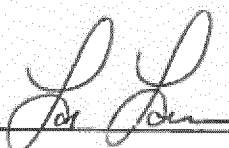
ACKNOWLEDGMENT

State of Ohio)

County of Summit)

On this 28th day of February, 2025, before me, Julie Zum ~~the undersigned~~, personally appeared personally known to me - OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:  (Seal)
Notary Public



LAURA LAWRENCE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Feb. 4, 2028

Schedule 1 to Assignment Agreement

Intellectual Property

DOMAIN NAME	EXPIRATION DATE
artandartifact.com	10/17/2025
basbleu.com	4/15/2027
basblue.com	7/14/2027
catalogclassic.com	4/5/2025
catalogclassics.com	10/27/2025
daedalus-books.com	12/13/2027
daedalusbooks.com	5/10/2027
greatworkingtools.com	6/19/2025
home-district.com	6/3/2025
orderboxproducts.com	6/23/2025
puzzle-universe.com	6/3/2025
salebooks.com	2/8/2026
salemusic.com	2/8/2025
shopfloriana.com	9/10/2025
shopsignals.com	3/25/2027
shopwoe.com	11/3/2025
signals.com	9/2/2026
signals.us	4/18/2027
signalscircle.com	12/13/2025
supportplus.com	2/10/2027
supportpluscatalog.com	4/16/2027


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supportplusonline.com	11/24/2025
thewirelesscatalog.com	1/31/2027
universaldfc.com	4/26/2027
universaldirectbrands.com	8/21/2025
universaldirectfulfillment.com	4/23/2027
universalscreenarts.com	9/13/2027
universalscreenarts.net	3/10/2026
whatonearthcatalog.com	9/13/2027
wirelessgifts.com	10/15/2025
woecatalog.com	10/17/2032

REGISTRATION NO.	TRADEMARK
1,626,377	WHAT ON EARTH
2,611,588	ART & ARTIFACT
TMA450979 (Canada)	WIRELESS
1,763,488	WIRELESS
1,427,436	WIRELESS
TMA651342 (Canada)	SIGNALS
2,245,980	SIGNALS
3,111,835	CREATING A BEAUTIFUL HOME
3,564,379	BAS BLEU
3,564,382	BAS BLEU SOCIETY
3,347,093	SUPPORT PLUS
5,927,829	FLORIANA

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4,304,648	CATALOG CLASSICS
4,782,538	UNIVERSAL DIRECT BRANDS
5,472,367	TRUE BLEU GIFTS
3,817,413	DAEDALUS BOOKS
6,097,396	HOME DISTRICT
6,092,210	PUZZLE UNIVERSE
6,223,865	CARING IS COMFORT
6,687,391	HOME DISTRICT PET
6,437,423	
-	DAEDALUS BOOKS
-	SUPPORT PLUS
-	What On Earth? Online Store
-	SIGNALS Online Store
-	DAEDALUS Online Store
PATENT NO.	TITLE
11,105,147	SLIDING DOOR DRAFT PREVENTION DEVICE
12,000,205	FOLDABLE DRAFT PREVENTION DEVICE

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