

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		08/21/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2058589	MAGELLAN'S	
<b>Registration Number:</b>	2763119	MAGELLAN'S	
<b>Registration Number:</b>	3338893	THE WORLD'S MOST TRUSTED SOURCE OF TRAVE	
<b>Registration Number:</b>	3453738	MAGELLAN'S	
<b>Registration Number:</b>	3453737	MAGELLAN'S	
<b>Registration Number:</b>	4201616	YOUR TRUSTED SOURCE OF TRAVEL SUPPLIES	
<b>Registration Number:</b>	1996009	IN THE COMPANY OF DOGS	
<b>Registration Number:</b>	2814860	ICOD	
<b>Registration Number:</b>	2048947	BACK IN THE SADDLE	
<b>Registration Number:</b>	2060988		
<b>Registration Number:</b>	1729304	SERENGETI	
<b>Registration Number:</b>	1059169	NATURE'S JEWELRY	
<b>Registration Number:</b>	1664621	NORTHSTYLE	
<b>Registration Number:</b>	2041965	WHATEVER WORKS	
<b>Registration Number:</b>	2704173	EPESTS	
<b>Registration Number:</b>	2737087	EBUGS.COM	
<b>Registration Number:</b>	3322238	POTPOURRI	
<b>Registration Number:</b>	2661941	FAVORITES	
<b>Registration Number:</b>	3815776	FETCHDOG	
<b>TRADEMARK</b>			

CH \$615.00 2058589

Property Type	Number	Word Mark
Registration Number:	3843444	CATALOG FAVORITES
Registration Number:	3849165	CATALOG FAVORITES
Registration Number:	3873777	FETCHDOG
Registration Number:	3873776	FETCHDOG
Registration Number:	2993907	FETCHPETS

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Phone:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Peter Nam  
**Address Line 1:** 35 W. Wacker Drive  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	80034.1457
<b>NAME OF SUBMITTER:</b>	Peter Nam
<b>SIGNATURE:</b>	/Peter Nam by trademarkny/
<b>DATE SIGNED:</b>	08/25/2015

**Total Attachments: 5**  
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source=Assignment\_of\_IP\_Agreement\_PotpourriGr#page4.tif  
source=Assignment\_of\_IP\_Agreement\_PotpourriGr#page5.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY  
AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Potpourri Group, Inc., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL CORPORATION**

By: Virginie Ott-Bono, CFA  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By: Virginie Ott-Bono, CFA  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

## EXHIBIT A

Intellectual Property Agreement dated as of October 1, 2014 and recorded with the United States Patent and Trademark Office on October 2, 2014 at Reel 5373, Frame 0721.

Intellectual Property Agreement dated as of May 17, 2012 and recorded with the United States Patent and Trademark Office on May 17, 2012 at Reel 4782, Frame 0660.

Supplement to Intellectual Property Agreement dated as of April 30, 2010 and recorded with the United States Patent and Trademark Office on May 6, 2010 at Reel 4200, Frame 0774.

Intellectual Property Agreement dated as of October 28, 2005 and recorded with the United States Patent and Trademark Office on November 29, 2005 at Reel 3234, Frame 0973.

EXHIBIT B


Copyrights

None.

Patents

None.

Trademarks

Mark	Registration Number	Date of Registration	Grantor
MAGELLAN'S	2,058,589	5/6/1997	Potpourri Group, Inc.
MAGELLAN'S symbol	2,763,119	9/16/2003	Potpourri Group, Inc.
THE WORLD'S MOST TRUSTED SOURCE OF TRAVEL SUPPLIES	3,338,893	11/20/2007	Potpourri Group, Inc.
MAGELLAN'S	3,453,738	6/24/2008	Potpourri Group, Inc.
MAGELLAN'S	3,453,737	6/24/2008	Potpourri Group, Inc.
YOUR TRUSTED SOURCE OF TRAVEL SUPPLIES	4,201,616	9/4/2012	Potpourri Group, Inc.
IN THE COMPANY OF DOGS	1,996,009	08/20/1996	Potpourri Group, Inc.
ICOD	2,814,860	02/17/2004	Potpourri Group, Inc.
BACK IN THE SADDLE	2,048,947	04/01/1997	Potpourri Group, Inc.
RUNNING HORSES DESIGN 	2,060,988	05/13/1997	Potpourri Group, Inc.
SERENGETI	1,729,304	11/03/1992	Potpourri Group, Inc.
NATURE'S JEWELRY	1,059,169	02/15/1977	Potpourri Group, Inc.
NORTHSTYLE	1,664,621	11/12/1991	Potpourri Group, Inc.
WHATEVER WORKS	2,041,965	03/04/1997	Potpourri Group, Inc.

EPESTS	2,704,173	04/08/2003	Potpourri Group, Inc.
EBUGS.COM	2,737,087	07/15/2003	Potpourri Group, Inc.
POTPOURRI 	3,322,238	10/30/2007	Potpourri Group, Inc.
CATALOG FAVORITES 	2,661,941	12/17/2002	Potpourri Group, Inc.
FETCHDOG (and design) 	3,815,776	7/6/2010	Potpourri Group, Inc.
CATALOG FAVORITES (and design) 	3,843,444	9/7/2010	Potpourri Group, Inc.
CATALOG FAVORITES CATALOG FAVORITES	3,849,165	9/21/2010	Potpourri Group, Inc.
FETCHDOG (and design) 	3,873,777	9/21/2010	Potpourri Group, Inc.
FETCHDOG FETCHDOG	3,873,776	9/21/2010	Potpourri Group, Inc.
FETCHPETS DESIGN 	2,993,907	9/13/2005	Potpourri Group, Inc.