


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  Catalog Ventures, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Potpourri Group, Inc.</u> Internal Address: _____ Address: _____  Street Address: <u>222 Mill Road</u> City: <u>Chelmsford</u> State: <u>MA</u> Zip: <u>01824</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>3/25/2003</u>	4. Application number(s) or registration number(s):  A. Trademark Application No.(s) _____ _____  B. Trademark Registration No.(s) <u>See attached</u> <u>Schedule A</u> _____  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Timothy J. Connors</u>  Internal Address: _____  <u>Calfee, Halter &amp; Griswold LLP</u>  Street Address: <u>1400 McDonald Investment Ctr.</u> <u>800 Superior Avenue</u>  City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114-2688</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">5</span>  7. Total fee (37 CFR 3.41).....\$ <u>140.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>03-0172</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Timothy J. Connors</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>September 7, 2004</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px;">11</span> </div>		

Total number of pages including cover sheet, attachments, and document: 11  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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**SCHEDULE A**

<b>REG. NO.</b>	<b>MARK</b>	<b>OUR FILE NO.</b>
1,729,304	SERENGETI	29155/04036
1,059,169	NATURE'S JEWELRY	29155/04037
1,664,621	NORTHSTYLE	29155/04038
2,661,946	CATALOG VENTURES FAVORITES & DESIGN	29155/04041
2,661,941	FAVORITES	29155/04042

9J-793

# State of Minnesota

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## SECRETARY OF STATE

### Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

*Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A*

*State of Formation and Names of Merging Entities:*

*MN: CATALOG VENTURES, INC.*

*DE: POTPOURRI GROUP, INC.*

*State of Formation and Name of Surviving Entity:*

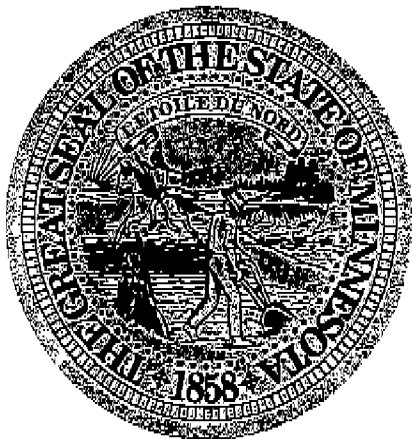
*DE: POTPOURRI GROUP, INC.*

*Effective Date of Merger: March 28, 2003*

*Name of Surviving Entity After Effective Date of Merger:*

*POTPOURRI GROUP, INC.*

*This certificate has been issued on: March 25, 2003*



*Mary Kiffmeyer*  
Secretary of State.

DC, M

\$80.00

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ARTICLES OF MERGER  
OF  
CATALOG VENTURES, INC.  
AND  
POTPOURRI GROUP, INC.

To the Secretary of State  
State of Minnesota

Pursuant to the provisions of the Minnesota Business Corporation Act governing the merger of a domestic corporation for profit into a foreign corporation for profit, the corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the merging corporations are Catalog Ventures, Inc. ("Catalog"), which is a corporation for profit organized under the laws of the State of Minnesota, and which is subject to the provisions of the Minnesota Business Corporation Act, and Potpourri Group, Inc. ("Potpourri"), which is a corporation for profit organized under the laws of the State of Delaware.

2. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Catalog with and into Potpourri as set forth in a resolution approved by the affirmative vote of at least a majority of the Board of Directors of Catalog.

3. The Agreement and Plan of Merger has been approved by Catalog pursuant to Chapter 302A, Minnesota Statutes.

4. The laws of the jurisdiction of organization of Potpourri permit the merger of a corporation for profit of another jurisdiction with and into a corporation for profit of the jurisdiction of organization of Catalog; and the merger of Catalog with and into Potpourri is in compliance with the laws of the jurisdiction of organization of Potpourri.

5. Potpourri will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. ✓

6. Potpourri does hereby agree that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of Catalog and Potpourri and in a proceeding for the enforcement of the rights of a dissenting shareholder of Catalog and Potpourri against Potpourri; does hereby irrevocably appoint the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding; and does hereby agree that it will promptly

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pay to the dissenting shareholders of Catalog and Potpourri the amount, if any, to which they are entitled under the provisions of Section 302A.473 of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders.


7. The address to which process may be forwarded is 120 North Meadows Road, Medfield, Massachusetts 02052, Attention: Chief Financial Officer.

8. The merger of Catalog with and into Potpourri shall become effective in the State of Minnesota on the 28th day of March, 2003. ✓

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this document under oath.

Executed on March 15, 2003

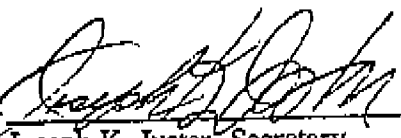
CATALOG VENTURES, INC.

By:   
Joseph K. Juster, Secretary

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this document under oath.

Executed on March 15, 2003

POTPOURRI GROUP, INC.

By:   
Joseph K. Juster, Secretary

**EXHIBIT A****AGREEMENT AND PLAN OF MERGER**

(4)

**THIS AGREEMENT AND PLAN OF MERGER** dated as of March 15, 2003 ("Agreement") is made and entered into by and between Potpourri Group, Inc., a Delaware corporation ("Potpourri"), and Catalog Ventures, Inc., a Minnesota corporation ("Catalog") (Potpourri and Catalog sometimes are referred to collectively in this Agreement as the "Constituent Corporations").

**WITNESSETH:**

**WHEREAS**, Potpourri and Catalog desire to effect a merger of Catalog with and into Potpourri pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") and the Minnesota Business Corporation Act (the "MBCA");

**WHEREAS**, Potpourri and Catalog are wholly owned subsidiaries of Potpourri Holdings, Inc., a Delaware corporation ("PHI");

**WHEREAS**, PHI and the Constituent Corporations have determined that a merger of Catalog with and into Potpourri will better reflect and streamline the operations of the family of entities owned directly or indirectly by PHI;

**WHEREAS**, the respective Boards of Directors of Potpourri and Catalog have deemed it advisable and in the best interests of each corporation that Catalog merge with and into Potpourri upon the terms and subject to the conditions herein provided; and

**WHEREAS**, the respective Boards of Directors of Potpourri and Catalog have, by resolution duly adopted, approved this Agreement and directed that it be executed by the undersigned officers.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties agree that Catalog shall be merged with and into Potpourri and that the

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terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as hereinafter set forth.

## ARTICLE I

### The Merger

1.1 Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the DGCL and MBCA, at the Effective Time (as defined in Section 1.3 hereof), Catalog shall be merged with and into Potpourri (the "Merger"). Potpourri shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") of the Merger and shall continue its corporate existence under the laws of the State of Delaware. At the Effective Time, the separate corporate existence of Catalog shall cease.

1.2 Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for herein and in the relevant provisions of the DGCL and the MBCA.

1.3 Effective Time. The Merger shall become effective on March 28, 2003 (the "Effective Time").

1.4 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Catalog acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Agreement, Catalog and their proper officers shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers

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and directors of the Surviving Corporation are hereby fully authorized in the name of Catalog or otherwise to take any and all such action.

## ARTICLE II

### Treatment of Shares of the Constituent Corporations

2.1 Potpourri Common Stock. Potpourri has 3,000 shares of common stock, \$.01 par value per share, outstanding, all of which are of one class, and all of which are owned by PHL.

2.2 Catalog Common Stock. Catalog has 1,000 shares of common stock, \$.01 par value per share, outstanding, all of which are of one class, and all of which are owned by PHL.

2.3 No Conversion of Shares. No shares of Catalog or of Potpourri shall be converted or substituted. Upon the effective date of the merger herein provided for, all of the issued shares of Catalog shall be surrendered and extinguished, and each of the issued shares of Potpourri shall continue to represent an issued share of Potpourri.

## ARTICLE III

### Approval; Amendment; Termination

3.1 Approval. This Agreement shall be submitted to the stockholder of Potpourri and Catalog for approval by each of them.

3.2 Amendment. This Agreement may be amended only by the Board of Directors of the Constituent Corporations by a writing executed by each of the parties hereto; provided, however, that after the approval contemplated by Section 3.1 hereof, there shall be no amendments that (a) alter or change any term of the certificate of incorporation of the Surviving Corporation, except for alterations or changes that could otherwise be adopted by the directors of the Surviving Corporation; or (b) alter or change any of the terms and conditions of this



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Agreement if such alteration or change would adversely affect the holders of any class of stock of any of the Constituent Corporations.

3.3 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Catalog or Potpourri, notwithstanding approval of this Agreement by the stockholder of Potpourri or Catalog.

3.4 Effect of Termination. If this Agreement is terminated pursuant to Section 3.3 hereof, this Agreement shall become null and void and of no further force and effect, and all obligations of the parties hereto shall terminate and there shall be no liability or obligation of any party hereto or its representatives.

#### ARTICLE IV

##### Miscellaneous

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

4.2 Statutory Agent in Delaware. The name and address of the statutory agent in Delaware upon whom any process, notice or demand against Catalog or the Surviving Corporation may be served is:

Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.4 Waivers. Any waiver by any party of any violation of, breach of, or default under, any provision of this Agreement, or any other agreements provided for herein, by any other party shall not be construed as, or constitute a continuing waiver of such provision, or

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wavier of any other violation of, breach of, or default under, any other provision of this Agreement or such other agreements.

4.5 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and attested hereto by its duly authorized officers as of the day and year first above written.

POTPOURRI GROUP, INC.

Attest:

By: Joseph K. Juster  
Joseph K. Juster, Secretary

By: Jack E. Rosenfeld  
Jack E. Rosenfeld, President

CATALOG VENTURES, INC.

Attest:

By: Joseph K. Juster  
Joseph K. Juster, Secretary

By: Jack E. Rosenfeld  
Jack E. Rosenfeld, Chief Executive Officer

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

MAR 25 2003

Mary K. Ferguson  
Secretary of State