

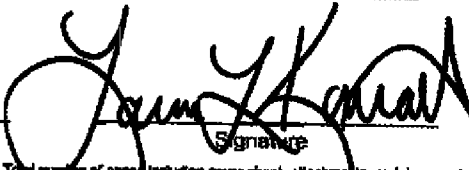
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

80034-1131

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies): Potpourri Group, Inc.</p> <p><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 DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>General Electric Capital Corporation,</u> Internal _____ as agent Address: _____</p> <p>Street Address: <u>500 W. Monroe</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><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 _____</p> <p><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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 28, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konrath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u></p> <p>Street Address: <u>35 W. Wacker Dr.</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 3.41) \$ <u>315.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Laura Konrath</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>11/22/05</u> Date</p> <p style="text-align: right;"><input type="checkbox"/></p> <p style="font-size: 0.8em;"><small>Total number of pages, including cover sheet, attachments, and document: _____</small></p> <p style="font-size: 0.8em; text-align: center;"><small>Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Bag Assignments Washington, D.C. 20231</small></p>	

CH \$315.00 232428 1966009

INTELLECTUAL PROPERTY

Continuation
Item 4

(a) Trademarks:

Mark	Status	Next Action	Current Owner	Notes
IN THE COMPANY OF DOGS	Reg. 08/20/1996 Reg. No. 1,996,009	Renewal due between 08/20/2005 and 08/20/2006	Potpourri Group, Inc.	
ICOD	Reg. 04/17/2004 Reg. No. 2,814,860	Sections 8 & 15 Affidavit due between 04/17/2009 and 04/17/2010	Potpourri Group, Inc.	
BACK IN THE SADDLE	Reg. 04/01/1997 Reg. No. 2,048,947 Section 8 affidavit filed by previous firm has been accepted	Renewal due between 04/01/2006 and 04/01/2007 Section 15 affidavit due between 04/01/2007 and 04/01/2008	Potpourri Group, Inc. (by operation of law upon merger with Back in the Saddle, Inc. (per assignment submitted with Response to Office Action filed 12/31/03))	Now that Section 8 affidavit is accepted, registration can be assigned to PGI if desired
RUNNING HORSES DESIGN 	Reg. 05/13/1997 Reg. No. 2,060,988 Section 8 affidavit filed by previous firm has been accepted	Renewal due between 05/13/2006 and 05/13/2007 Section 15 affidavit due between 05/13/2007 and 05/13/2008	Potpourri Group, Inc.	TARR still lists Back in the Saddle as owner despite recordation of subsequent transfers; may be desirable to file new assignment to PGI from BITS
SERENGETI	Reg. 11/03/1992 Reg. No. 1,729,304	Second renewal due between 11/03/2011 and 11/03/2012	Potpourri Group, Inc.	
NATURE'S JEWELRY	Reg. 02/15/1977 Reg. No. 1,059,169	Third renewal due between 02/15/2006 and 02/15/2007	Potpourri Group, Inc.	

Mark	Status	Next Action	Current Owner	Notes
NORTHSTYLE	Reg. 11/12/1991 Reg. No. 1,664,621	Second renewal due between 11/12/2010 and 11/12/2011	Potpourri Group, Inc.	
CATALOG VENTURES FAVORITES & DESIGN FAVORIT	Reg. 12/17/2002 Reg. No. 2,661,946	Sections 8 and 15 Affidavit due between 12/17/2007 and 12/17/2008	Potpourri Group, Inc.	
FAVORITES	Reg. 12/17/2002 Reg. No. 2,661,941	Sections 8 and 15 Affidavit due between 12/17/2007 and 12/17/2008	Potpourri Group, Inc.	
WHATEVER WORKS	Reg. 03/04/1997 Reg. No. 2,041,965	Renewal due between 03/04/2006 and 03/04/2007	Potpourri Group, Inc.	
EPESTS	Reg. 04/08/2003 Reg. No. 2,704,173	Sections 8 and 15 Affidavit due between 04/08/2008 and 04/08/2009	Potpourri Group, Inc.	
EBUGS.COM	Reg. 07/15/2003 Reg. No. 2,737,087	Sections 8 and 15 Affidavit due between 07/15/2008 and 07/15/2009	Potpourri Group, Inc.	

(2)

(b) Internet Domain Names:

Domain Name	Registrar
catalogfavorites.com	DirectNIC
naturesjewelry.com	DirectNIC
pyramidcollection.com	DirectNIC
serengeticalog.com	DirectNIC
backinthesaddle.com	DirectNIC
catalogventures.com	DirectNIC
countedcrossstitchcatalog.com	DirectNIC
expressionscatalog.com	DirectNIC
inthecompanyofdogs.com	DirectNIC
newagecenter.com	DirectNIC
potpourricollection.com	DirectNIC
potpourridirect.com	DirectNIC
potpourrigift.com	DirectNIC

EXECUTION COPY

INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT, dated as of October 28, 2005, is made by POTPOURRI GROUP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor, the other loan parties thereto, Agent and Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof by and between Grantor, the other "Grantors" party thereto and Agent (the "Security Agreement"), the Grantor has agreed to enter into this Intellectual Property Agreement; and

WHEREAS, Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, for itself and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

1. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent, for itself and the Lenders, in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule 3 to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

2. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any

Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

1. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Agreement are granted in conjunction with the security interests granted to Agent, for itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. REINSTATEMENT. This Intellectual Property Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve

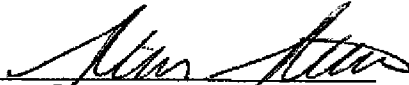
upon any other party any communication with respect to this Intellectual Property Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

4. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POTPOURRI GROUP, INC.

By: 
Name: Steven H. Steiner
Title: SVP of Finance, CFO,
Secretary and Treasurer

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: **Duly Authorized Signatory**

[signature page to Intellectual Property Agreement]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POTPOURRI GROUP, INC.

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Title: Duly Authorized Signatory

{signature page to Intellectual Property Agreement}

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

CHI:1614690.1

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

See attached.

II. TRADEMARK APPLICATIONS

See attached.


III. TRADEMARK LICENSES

See attached.

CHI:1614690.1

INTELLECTUAL PROPERTY

(a) Trademarks:

<i>Mark</i>	<i>Status</i>	<i>Next Action</i>	<i>Current Owner</i>	<i>Notes</i>
IN THE COMPANY OF DOGS	Reg. 08/20/1996 Reg. No. 1,996,009	Renewal due between 08/20/2005 and 08/20/2006	Potpourri Group, Inc.	
ICOD	Reg. 04/17/2004 Reg. No. 2,814,860	Sections 8 & 15 Affidavit due between 04/17/2009 and 04/17/2010	Potpourri Group, Inc.	
BACK IN THE SADDLE	Reg. 04/01/1997 Reg. No. 2,048,947 Section 8 affidavit filed by previous firm has been accepted	Renewal due between 04/01/2006 and 04/01/2007 Section 15 affidavit due between 04/01/2007 and 04/01/2008	Potpourri Group, Inc. (by operation of law upon merger with Back in the Saddle, Inc. (per assignment submitted with Response to Office Action filed 12/31/03))	Now that Section 8 affidavit is accepted, registration can be assigned to PGI if desired
RUNNING HORSES DESIGN 	Reg. 05/13/1997 Reg. No. 2,060,988 Section 8 affidavit filed by previous firm has been accepted	Renewal due between 05/13/2006 and 05/13/2007 Section 15 affidavit due between 05/13/2007 and 05/13/2008	Potpourri Group, Inc.	TARR still lists Back in the Saddle as owner despite recordation of subsequent transfers; may be desirable to file new assignment to PGI from BITS
SERENGETI	Reg. 11/03/1992 Reg. No. 1,729,304	Second renewal due between 11/03/2011 and 11/03/2012	Potpourri Group, Inc.	
NATURE'S JEWELRY	Reg. 02/15/1977 Reg. No. 1,059,169	Third renewal due between 02/15/2006 and 02/15/2007	Potpourri Group, Inc.	

<i>Mark</i>	<i>Status</i>	<i>Next Action</i>	<i>Current Owner</i>	<i>Notes</i>
NORTHSTYLE	Reg. 11/12/1991 Reg. No. 1,664,621	Second renewal due between 11/12/2010 and 11/12/2011	Potpourri Group, Inc.	
CATALOG VENTURES FAVORITES & DESIGN CATALOG VENTURES FAVORIT	Reg. 12/17/2002 Reg. No. 2,661,946	Sections 8 and 15 Affidavit due between 12/17/2007 and 12/17/2008	Potpourri Group, Inc.	
FAVORITES	Reg. 12/17/2002 Reg. No. 2,661,941	Sections 8 and 15 Affidavit due between 12/17/2007 and 12/17/2008	Potpourri Group, Inc.	
WHATEVER WORKS	Reg. 03/04/1997 Reg. No. 2,041,965	Renewal due between 03/04/2006 and 03/04/2007	Potpourri Group, Inc.	
EPESTS	Reg. 04/08/2003 Reg. No. 2,704,173	Sections 8 and 15 Affidavit due between 04/08/2008 and 04/08/2009	Potpourri Group, Inc.	
EBUGS.COM	Reg. 07/15/2003 Reg. No. 2,737,087	Sections 8 and 15 Affidavit due between 07/15/2008 and 07/15/2009	Potpourri Group, Inc.	

(b) Internet Domain Names:

Domain Name
catalogfavorites.com
naturesjewelry.com
pyramidcollection.com
serengeticalog.com
backinthesaddle.com
catalogventures.com
countedcrossstitchcatalog.com
expressionscatalog.com
inthecompanyofdogs.com
newagecenter.com
potpourricollection.com
potpourridirect.com
potpourrigift.com

Registrar
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC
 DirectNIC

potpourrigrp.com	DirectNIC
thestitchery.com	DirectNIC
catalogsites.net	EazyNet
catalogventures.net	EazyNet
ebugs.com	EazyNet
epests.com	EazyNet
epests.net	EazyNet
gigglesandgizmos.com	EazyNet
northstyle.com	EazyNet
pestproblems.com	EazyNet
potpourrigrpinc.com	EazyNet
potpourrimail.com	EazyNet
whateverworks.com	EazyNet
whateverworkscatalog.com	EazyNet
whateverworkscatalog.net	EazyNet
youngexplorers.com	EazyNet

(c) Intellectual Property Licenses

1. Contract for Purchases and Services, dated May 24, 1996, by and between Smith-Gardner and Associates, Inc. (n/k/a Ecometry) and Catalog Ventures, Inc., and Quote for Upgrade May 3, 2000. This license is for the corporation's enterprise software system, Ecometry.*
2. License Agreement, dated April 18, 1996, by and among Catalog Ventures, Inc., AVC Corp. and O'Conner, Broude & Aronson, as Escrow Agent, for the use of the mark "The Mind's Eye," Serial Number 1,178,974.*
3. License Agreement, signed September 18, 2002, by and between Arriaga Designs and Potpourri Collection, Inc., for use of three "Best Friends" copyrights.*
4. Art Usage/Permission Agreement, dated June 20, 2000, between Catalog Ventures, Inc. and Martha Edwards.*
5. Agreement, dated as of January 1, 2000, between Back in the Saddle, Inc. and Sally Stetson.*
6. License Agreement, dated as of November 30, 2001, between Claire Goldrick, Inc. and Back in the Saddle, Inc.*
7. Assumption and Assignment Agreement, dated March 29, 2004, by and among Boy Scouts of America, Young Explorers, LLC and Potpourri Group, Inc., and associated License Agreement.*
8. Letter Agreement between the Joseph Campbell Foundation and Potpourri Group, Inc., dated November 24, 2004, for the use of the mark "FOLLOW YOUR BLISS".*

9. Agreement by and between Cabela's Inc. and Catalog Ventures, Inc., dated July 12, 2000, agreeing on the mutual use of the mark SERENGETI.**
10. Professional Services Agreement, dated April 20, 2001, between Catalog Ventures, Inc. and Snapshot Design LLC.*
11. License Agreement between Potpourri Group, Inc. and Jane Chapman, dated January 15, 2004.*
12. License Agreement between Potpourri Group, Inc. and Shane Dimmick, dated January 18, 2005.*
13. Agreement between Potpourri Group, Inc. and Tim Giaroso, dated January of 2005.*
14. License Agreement between Diana Lynn Stamper a/k/a Diana Beach and Back in the Saddle, Inc., dated January 17, 2004.*
15. Royalty Agreement between Back in the Saddle, Inc. and Kathleen Bryan, dated January 13, 2005.*
16. Royalty Agreement between Back in the Saddle, Inc. and Kathleen Bryan, dated July 1, 2004.*
17. Revised Royalty Agreement between Back in the Saddle, Inc. and Kathleen Bryan, dated May 19, 2004.*
18. License Agreement between Nancy Dunlop Cawdrey and Back in the Saddle, Inc., dated May 1, 2004.*
19. Royalty Agreement between Back in the Saddle, Inc. and David Copher, dated July 1, 2004.*
20. Royalty Agreement between Back in the Saddle, Inc. and Nancy Davidson, dated February 1, 2004.*
21. Royalty Agreement between Back in the Saddle, Inc. and Dan Gilbert Art Group, dated January 13, 2005.*
22. License Agreement between Claire Goldrick and Back in the Saddle, Inc., dated February 1, 2004 (as amended).*
23. License Agreement between Claire Goldrick and Back in the Saddle, Inc., dated April 1, 2004 (as amended).*
24. Royalty Agreement between Back in the Saddle, Inc. and Caren Goodrich, dated January 13, 2005.*

25. Agreement between Back in the Saddle, Inc. and Janet Griffin-Scott, dated February 19, 2004.*
26. Royalty Agreement between Back in the Saddle, Inc. and Lesley Harrison, dated May 19, 2004.*
27. Royalty Agreement between Back in the Saddle, Inc. and Dewey Holliday, dated July 1, 2004.*
28. Royalty Agreement between Back in the Saddle, Inc. and Kerrits Equestrian Apparel, dated May 18, 2004.*
29. Royalty Agreement between Back in the Saddle, Inc. and Renee Martig, dated May 19, 2004.*
30. Royalty Agreement between Back in the Saddle, Inc. and Renee Martig, dated August 1, 2004.*
31. Royalty Agreement between Back in the Saddle, Inc. and Renee Martig, dated July 1, 2004.*
32. Royalty Agreement between Back in the Saddle, Inc. and Thomas and Kim Norby, dated May 19, 2004.*
33. Royalty Agreement between Back in the Saddle, Inc. and Thomas and Kim Norby, dated May 19, 2004.*
34. Royalty Agreement between Back in the Saddle, Inc. and Barbara Wallace, dated June 1, 2004.*
35. Royalty Agreement between Back in the Saddle, Inc. and Beverly Zimmer, dated July 1, 2004.*
36. Amended Royalty Agreement between Back in the Saddle, Inc. and Beverly Zimmer, Forge Hill Sculpture, dated May 19, 2004.*
37. Royalty Agreement between Back in the Saddle, Inc. and Dan Gilbert, Dreamship, Inc., dba Dan Gilbert Art Group, dated April 6, 2005.*
38. Royalty Agreement between Back in the Saddle, Inc. and Janene Grende, dated April 6, 2005.*
39. Royalty Agreement between Back in the Saddle, Inc. and Renee Martig, Silver Pony Designs, dated April 6, 2005.*
40. Royalty Agreement between Back in the Saddle, Inc. and Jim Rey, dated April 6, 2005.*

41. Royalty Agreement between Back in the Saddle, Inc. and Sally Stetson Design, dated April 6, 2005.*
42. Royalty Agreement between Back in the Saddle, Inc. and Dan Gilbert, Dreamship, Inc., dba Dan Gilbert Art Group, dated June 1, 2004.*
43. Royalty Agreement between Back in the Saddle, Inc. and Dan Gilbert, Dreamship, Inc., dba Dan Gilbert Art Group, dated May 6, 2005.*
44. Royalty Agreement between Back in the Saddle, Inc. and Laura Mehmert, Laura Mehmert Designs, dated April 6, 2005.*
45. License Agreement between Back in the Saddle, Inc. and Leslie Anne Webb, dated October 1, 2003.*
46. From time to time in the ordinary course of business, certain of the Loan Parties utilize vendors' intellectual property rights in its catalogs for which there is no written license or agreement, a practice which does not have a Material Adverse Effect. Certain of the Loan Parties do not have the exclusive right to use and license such rights.
47. See the licensed software referenced in Schedule 5.1(r)(iv)(b) Intellectual Property, which is hereby incorporated by reference.*
48. Agreement between Potpourri Group, Inc. and Prefer Network, LLC, dated October 2, 2003.*
49. Direct Cooperative Database Agreement between Wiland Direct and Potpourri Group, Inc., dated May 17, 2005.*
50. Authorization Agreement For Zero 24 Catalog Database between Catalog Ventures, Inc. and Direct Marketing Technology, Inc., dated August 19, 1996.***

*A Loan Party a party to this agreement is the "licensee" under the agreement.

**Each party to this agreement maintains the right to use the mark at issue.

***Each party to this agreement has access to information of the other party through a cooperative database arrangement.

(d) Other Unregistered Catalog Names

1. Potpourri
2. Expressions
3. The Sitchery

4. Counter Cross Stitch
5. The Pyramid Collection

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

CHI:1614690.1