

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |   |                       |                       |
|----------------------------------|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |   |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>    |
| Potpourri Group, Inc.            |   | 05/17/2012            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |   |                       |                       |
| <b>Name:</b>                     | General Electric Capital Corporation  |                       |                       |
| <b>Street Address:</b>           | 901 Main Avenue   |                       |                       |
| <b>City:</b>                     | Norwalk   |                       |                       |
| <b>State/Country:</b>            | CONNECTICUT   |                       |                       |
| <b>Postal Code:</b>              | 06851   |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE   |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b> |   |                       |                       |
| <b>Property Type</b>             | <b>Number</b>   | <b>Word Mark</b>      |                       |
| Registration Number:             | 2790226   | FETCH                 |                       |
| Registration Number:             | 3873776   | FETCHDOG              |                       |
| Registration Number:             | 3716897   | FETCHDOG              |                       |
| Registration Number:             | 3873777   | FETCHDOG              |                       |
| Registration Number:             | 3815776   | FETCHDOG              |                       |
| Registration Number:             | 2993907   | FETCHPETS             |                       |
| <b>CORRESPONDENCE DATA</b>       |   |                       |                       |
| <b>Fax Number:</b>               | 306546714   |                       |                       |
|                                  | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                       |                       |
| <b>Phone:</b>                    | 3018411359  |                       |                       |
| <b>Email:</b>                    | brett.hyman@americancapital.com   |                       |                       |
| <b>Correspondent Name:</b>       | American Capital, Ltd.  |                       |                       |
| <b>Address Line 1:</b>           | 2 Bethesda Metro Center   |                       |                       |
| <b>Address Line 2:</b>           | Attn: Brett Hyman   |                       |                       |
| <b>Address Line 4:</b>           | Bethesda, MARYLAND 20814  |                       |                       |

**OP \$165.00 2790226**

|   |               |
|---|---------------|
| NAME OF SUBMITTER:  | Brett Hyman   |
| Signature:  | /Brett Hyman/ |
| Date:   | 05/17/2012    |
| <b>Total Attachments: 4</b><br>source=First Amendment to IP Agreement#page1.tif<br>source=First Amendment to IP Agreement#page2.tif<br>source=First Amendment to IP Agreement#page3.tif<br>source=First Amendment to IP Agreement#page4.tif |               |

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY AGREEMENT**

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY AGREEMENT (this "Amendment"), dated as of May 17, 2012, is between POTPOURRI GROUP, INC., a Delaware corporation (the "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent for the Lenders (the "Agent").

W I T N E S S E T H :

WHEREAS, the Grantor and the Agent are party to that certain Intellectual Property Agreement dated as of October 28, 2005, as amended by that certain Supplement to Intellectual Property Agreement dated as of April 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"; terms used in this Amendment without definition shall have the respective meanings provided therein);

WHEREAS, since the filing of the Intellectual Property Agreement, the Grantor has acquired additional Intellectual Property Collateral; and

WHEREAS, the Grantor wishes to amend the Intellectual Property Agreement as set forth herein, and the Agent is agreeable to the same, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment. Schedule II of the Intellectual Property Agreement is amended by adding thereto the Trademarks and Trademark Licenses listed on Exhibit A attached hereto.

2. Miscellaneous. The parties hereto hereby further agree as follows:

(a) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

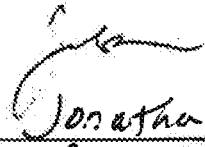
(b) Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(c) No Other Amendments. Except as expressly amended hereby, the Intellectual Property Agreement shall remain unaltered and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

**POTPOURRI GROUP, INC., as Grantor**

  
Name: Jonathan L. Fleischmann

Title: President & CEO

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

**POTPOURRI GROUP, INC., as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

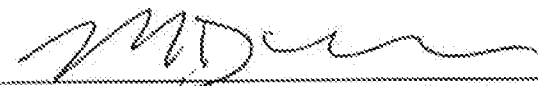
By:  \_\_\_\_\_  
Name: Michael D. TerHorst  
Title: Duly Authorized Signatory

EXHIBIT A

I. TRADEMARK REGISTRATIONS

| <u>Mark</u>         | <u>Reg. No.</u> | <u>Date of Registration</u> |
|---------------------|-----------------|-----------------------------|
| FETCH (AND DESIGN)  | 2,790,226       | December 9, 2003            |
| FETCHDOG            | 3,873,776       | November 9, 2010            |
| FETCHDOG            | 3,716,897       | November 24, 2009           |
| FETCHDOG (STYLIZED) | 3,873,777       | November 9, 2010            |
| FETCHDOG (STYLIZED) | 3,815,776       | July 6, 2010                |
| FETCHPETS           | 2,993,907       | September 13, 2005          |

II. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|-------------|------------------------|-------------|
| None        |                        |             |

III. TRADEMARK LICENSES

| <u>Name of Agreement</u>  | <u>Date of Agreement</u> | <u>Parties</u>                             |
|---|--------------------------|--|
| TRADEMARK CROSS-LICENSE<br>AND SETTLEMENT AGREEMENT<br>WITH FETCH, INC. | December 14, 2007        | Fetch Enterprises, Inc.<br>and Fetch, Inc. |