

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Cuddledown, Inc.	FORMERLY Bush Equities, Inc.	12/31/2012
	Cuddledown Marketing, LLC		12/31/2012
	Maggie's Direct, LLC		12/31/2012
	Royal River Trading, LLC		12/31/2012
			<b>Entity Type</b>
			CORPORATION: MAINE
			LIMITED LIABILITY COMPANY: MAINE
			LIMITED LIABILITY COMPANY: MAINE
			LIMITED LIABILITY COMPANY: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as agent		
<b>Street Address:</b>	500 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2853091	CUDDLEDOWN
	Registration Number:	1384325	CUDDLEDOWN
	Registration Number:	3849356	MAGGIE'S BEDDING WAREHOUSE.COM GREAT QUALITY AT TRUE WHOLESALE PRICES!
	Registration Number:	3677717	AMADORA
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		

CH \$115.00 2853091

Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 2800  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1131
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/14/2013

Total Attachments: 10  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2012, is made by Cuddledown, Inc., a Maine corporation (formerly named Bush Equities, Inc.), Cuddledown Marketing, LLC, a Maine limited liability company, Maggie's Direct, LLC, a Maine limited liability company, and Royal River Trading, LLC, a Maine limited liability company ("Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as September 28, 2012 by and between Potpourri Group, Inc., a Delaware corporation ("Borrower"), 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 Borrower;

WHEREAS, pursuant to that certain Assumption Agreement to Second Amended and Restated Pledge and Security Agreement dated as of December 31, 2012 by and between Grantors, the other "Grantors" party thereto and Agent (the "Joinder to Security Agreement"), the Grantors have 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 Grantors 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Second Amended and Restated Credit Agreement, dated as of September 28, 2012 ("Credit Agreement").

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, Grantors hereby pledge and grant to Agent, for itself and the Lenders, a continuing first priority security interest in all of Grantors' 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 any 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.

3. REPRESENTATIONS AND WARRANTIES. Grantors represent and warrant that Grantors do 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 Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. 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 Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantors covenant and agree with Agent that from and after the date of this Intellectual Property Agreement and until the Termination Date:

(a) Grantors shall notify Agent immediately if they know or have 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 Grantors' ownership of any Patent, Trademark or Copyright, their right to register the same, or to keep and maintain the same.

(b) In no event shall Grantors, 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, Grantors 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 Grantors relating thereto or represented thereby.

(c) Grantors 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, Grantors shall notify Agent promptly after Grantors learns thereof. Grantors shall, unless they 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.

5. PLEDGE AND 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 Pledge and Security Agreement. Grantors hereby acknowledge and affirm 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. 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 Grantors for liquidation or reorganization, should Grantors 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 Grantors' 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.

7. 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

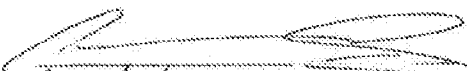
writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

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

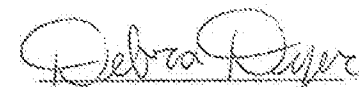
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IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

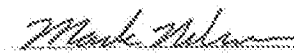
CUDDLEDOWN, INC., as Grantor

By:   
Its: *President*

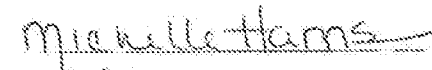
CUDDLEDOWN MARKETING LLC, as Grantor

By:   
Its: *CEO*

MAGGIE'S DIRECT LLC, as Grantor

By:   
Its: *DIRECTOR*

ROYAL RIVER TRADING LLC, as New Grantor

By:   
Its: *CMO*

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004982 FRAME: 0405**



ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004982 FRAME: 0406**

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Dual Warmth Comforter	6,862,760 B2	March 8, 2005

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
Cuddledown	2,853,091	June 15, 2004
Cuddledown	1,384,325	February 25, 1986
Maggie's Bedding Warehouse	3,849,356	September 21, 2010
Amadora	3,677,717	September 1, 2009

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 Licensing Agreement [Bush-Cuddledown]	December 30, 2011	Bush Equities, Inc. Cuddledown Marketing, LLC
Trademark Licensing Agreement [Bush-Royal River]	December 30, 2011	Bush Equities, Inc. Royal River Trading, LLC

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date Registered</u>
None.		

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		