

02/19/2015



103671258

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

2/12/15

RECORDATION
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CBNB/MAGELLAN, LLC

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/13/2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Potpourri Group, Inc.

Street Address: 101 Billerica Avenue, Bldg. #2

City: Billerica

State: MA

Country: US Zip: 01862

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

2,058,589; 2,763,119; 3,338,893; 3,453,738; 3,453,737; 4,201,616

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kirk Teska

Internal Address: Iandiorio Teska & Coleman, LLC

Street Address: 255 Bear Hill Road

City: Waltham

State: MA

Zip: 02451

Phone Number: 781 890-5678

Docket Number: POTP-149J

Email Address: _____

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/19/2015 KNGUYENI 00000036 090002 2058589
 Deposit Account Number 09-0002
 Authorized User Name Kirk Teska DA

9. Signature:

Signature

Kirk Teska

Name of Person Signing

2-12-2015

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005464 FRAME: 0014

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 13th day of August, 2014 (the "Effective Date") by and among CBNB/Magellan LLC, a Delaware limited liability company ("Seller") and Potpourri Group, Inc., a Delaware corporation ("Buyer"), and solely in connection with Sections 10.1.2, 10.1.3, 10.9, 10.11 and 13, Magellan's International Travel Corporation a California corporation ("MITC") and Magellan's Travel, LLC a Delaware limited liability company ("MT") and together with MITC, the "Members").

RECITALS

A. Seller is engaged in the business of direct marketing, catalog and internet sales of apparel, travel gear, and related products, as operated by Seller consistent with historical practices (the "Direct Business"). The Direct Business shall not include any of the retail operations of the Seller, including the retail operations doing business as Magellan's in Santa Barbara and Santa Monica, CA (the "Retail Operations").

B. The Members own membership interests in the Seller.

C. Seller desires to sell and Buyer desires to purchase certain of Seller's assets upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Sale and Purchase of Assets.

1.1. Purchased Assets. Subject to the terms and conditions of this Agreement, at Closing Seller agrees to sell, transfer and assign to Buyer, by bill of sale or other appropriate instruments of assignment and transfer, free and clear of all liens, charges, covenants, conditions, claims, demands, encumbrances, limitations, security interests or other title defects or restrictions of any kind (collectively, "Liens"), and Buyer agrees for the consideration herein provided, to purchase, acquire and accept Seller's rights, title and interest in and to the following assets of Seller, wherever located, but specifically excluding the Excluded Assets (such purchased assets are hereinafter collectively referred to as the "Purchased Assets"):

(b) Intellectual Property. All of Seller's Direct Business intangible assets and intellectual property rights and claims of every kind and nature related thereto which are owned or used by Seller in, or otherwise reasonably necessary to, the conduct of the Direct Business as historically conducted, including but not limited to trade names, trademarks and service marks and all registrations and applications therefor, together with the goodwill of the business symbolized or represented by the foregoing, works of authorship and all copyrights related thereto and all registrations and applications therefor, designs and all applications therefor and all reissues, divisions, continuations and extensions thereof, balances owed to Seller on list exchanges, know-how, trade secrets, processes, technology, discoveries, formulae and procedures,

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(collectively hereinafter referred to as "Intellectual Property and Intangible Rights"), together with the right to sue for past infringement or improper, unlawful or unfair use or disclosure of any of the foregoing; in each case, including but not limited to, the items set forth on Schedule 1.1(b);

REDACTED

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

SELLER

CBNB/MAGELLAN . LLC

By: Gart Companies, Inc., its manager,

By: [Signature]
Name: Thomas A. Gart
Title: President

BUYER

POTPOURRI GROUP, INC.

By: _____
Name: _____
Title: _____

MEMBERS

MAGELLAN'S INTERNATIONAL TRAVEL CORPORATION.

By: [Signature]
Name: Harold Klapp
Title: Board member

MAGELLAN'S TRAVEL LLC

By: [Signature]
Name: Harold Klapp
Title: Board member

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

SELLER

CBNB/MAGELLAN LLC

By: Gart Companies, Inc., its manager,

By: _____
Name: _____
Title: _____

BUYER

POTPOURRI GROUP, INC.

By: [Signature]
Name: Jack Rosenfeld
Title: Chairman

MEMBERS

MAGELLAN'S INTERNATIONAL TRAVEL CORPORATION.

By: _____
Name: _____
Title: _____

MAGELLAN'S TRAVEL LLC

By: _____
Name: _____
Title: _____

SCHEDULE 1.1(b)

INTELLECTUAL PROPERTY

U.S. TRADEMARKS

MARK	OWNER NAME	SERIAL No.	REG. No.	STATUS
MAGELLAN'S	CBNB/MAGELLAN LLC	#74/624,597 01/23/1995	2,058,589 - 05/06/1997	05/06/2017: Section 8 & 9 Affidavit Due (10-year Renewal)
Class 42: mail order catalog services featuring travel goods, and retail store services featuring travel goods				
<i>Magellan's</i>	CBNB/MAGELLAN LLC	#75/932,255 03/01/2000	2,763,119 09/16/2003	09/16/2023: Section 8 & 9 Affidavit Due (20-year Renewal)
Class 035: mail order catalog services featuring travel goods, and retail store services featuring travel goods, excluding navigation devices				
THE WORLD'S MOST TRUSTED SOURCE OF TRAVEL SUPPLIES	CBNB/MAGELLAN LLC	#77/122,066 03/05/2007	3,338,893 11/20/2007	11/20/2017: Section 8 & 9 Affidavit Due (10-year Renewal)
Class 035: Mail order catalog services featuring travel goods, and retail store services featuring travel goods				
MAGELLAN'S	CBNB/MAGELLAN LLC	#78/696,002 08/18/2005	3,453,738 06/24/2008	06/24/2018: Section 8 & 9 Affidavit Due (10-year Renewal)
Class 025: Luggage, namely, rolling luggage, non-rolling luggage, rolling tote bags, and non-rolling tote bags, all sold through mail order catalogs, retail stores and websites specializing in travel-related products				
MAGELLAN'S	CBNB/MAGELLAN LLC	#78/695,998 08/18/2005	3,453,737 06/24/2008	06/24/2018: Section 8 & 9 Renewal (10-year Renewal)
Class 025: Clothing, namely, men's and women's jackets, sweaters, raincoats, ponchos, vests, underwear, pants, shorts, bathrobes, sleepwear, and swimwear; men's shirts and tops; and women's blouses and tops, skirts and dresses, all sold through mail order catalogs, retail stores and websites specializing in travel-related products				
YOUR TRUSTED SOURCE OF TRAVEL SUPPLIES	CBNB/MAGELLAN LLC	#85/515,815 01/13/2012	4,201,616 09/04/2012	09/04/2018: Section 8 & 15 Affidavit Due (6-year Renewal)
Class 035: Mail order catalog services featuring travel goods, and retail store services featuring travel goods				