

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Quit Claim Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Henri Studio, LLC		04/20/2012	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stonecasters, LLC		
<b>Street Address:</b>	1250 Henri Drive		
<b>City:</b>	Wauconda		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60084		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2048620	HENRI	
<b>Registration Number:</b>	2029561	HENRI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7733200593		
<b>Email:</b>	tmdocket@culhanemeadows.com		
<b>Correspondent Name:</b>	Angela Washelesky		
<b>Address Line 1:</b>	4249 N Kolmar Ave, Suite 101		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60641-1948		
<b>NAME OF SUBMITTER:</b>	Angela Washelesky		
<b>SIGNATURE:</b>	/Angela Washelesky/		
<b>DATE SIGNED:</b>	12/06/2016		
<b>Total Attachments: 4</b>			
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OP \$65.00 2048620

## QUIT CLAIM BILL OF SALE


Seller, FOUNTAIN PARTNERS, LLC, not individually, but solely as the secured creditor of HENRI STUDIO, LLC, having conducted a public auction pursuant to the terms of the Uniform Commercial Code, as enacted in the State of Illinois, dated April 20, 2012, in consideration of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, does hereby QUIT CLAIM ALL OF ITS RIGHT, TITLE AND INTEREST to Buyer, STONECASTERS, LLC., in and to the following described personal property, IF ANY, located on the premises commonly known as 1250 Henri Drive, Wauconda, Illinois, as of April 20, 2012, free and clear of all liens, claims and encumbrances, TO WIT:

ALL OF THE FOLLOWING PERSONAL PROPERTY WHICH IS OWNED BY HENRI STUDIO, LLC, AND LOCATED AT THE ABOVE DESCRIBED PREMISES AS OF CLOSING, "AS IS/WHERE IS, WITH ALL FAULTS CONDITION", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND:

See Exhibit A attached

**ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.**

IN WITNESS WHEREOF, Seller has caused this bill of sale to be signed and sealed at CHICAGO, ILLINOIS, this 20th day of APRIL, 2012.

  
Frank Scharf  
Fountain Partners, LLC., as successor to Greenfield Commercial Credit,  
LLC

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF ~~COOK~~    )  
                                  *Lake*

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Schnitzler, manager of Fountain Partners, LLC, personally known to me to be the secured creditor of Henri Studio, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as manager of such secured creditor, he signed and delivered the said instrument, as Fountain Partners, LLC's free and voluntary act as such secured creditor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of April, 2012.

*Tara M. Dunsing*  
\_\_\_\_\_  
NOTARY PUBLIC



EXHIBIT A  
TO QUIT CLAIM BILL OF SALE DATED APRIL 20, 2012

All of the following property or interests in property of Henri Studio, LLC, whether presently owned and hereafter acquired or arising:

- (i) accounts (whether or not earned by performance), letter of credit rights, chattel paper, contracts, contract rights, instruments, documents and supporting obligations
- (ii) general intangibles (including, without limitation, tax refunds, tax refund claims, trade names, goodwill, trademarks, copyrights, processes, patents, patent rights, patent applications, licenses, inventories, royalties, and/or commissions and permits, choses-in-action, judgments and tort claims)
- (iii) goods, inventory, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in our business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property including without limitation such goods which give rise to any Receivables and which goods have been returned to or repossessed or stopped in transit;
- (iv) tangible goods (other than Inventory), machinery, equipment and fixtures including without limitation office machines, tools, dies, furniture, and vehicles together with all accessions, parts and appurtenances thereto appertaining or attached or kept or used or intended for use in connection therewith, and all substitutions, renewals, improvements and replacements of and additions thereto
- (v) all deposit accounts and investment property;
- (vi) all interests in any lease of real property or personal property, whether as a lessor or lessee, including all options to purchase any leased property, and all leasehold improvements;
- (vii) books, blueprints, drawings and records related to any of the foregoing as described in subsection (i) through (vii) above;
- (viii) the following trademarks and service marks registered to Henri Studio, L.L.C.,

Mark	No.
CREATE-A-POND	1,766,724
FARMER'S PETS	1,638,415
HENRI (STYLIZED)	2,029,561
HENRI	2,048,620
HENRI STUDIO (STYLIZED)	2,166,708
HIPPITY HOPS	1,678,097
NATURE'S PET	1,535,300

(ix) the following copyrights registered to Henri Studio, L.L.C.:

Owner	Description	Copyright No.
HENRI STUDIO, L.L.C.	2279 Rectangular Bird	VA0001630312
HENRI STUDIO, L.L. C.	4001F Prairie Spill Based Fountain.	VA0001627541
HENRI STUDIO, L.L.C.	4008F Prairie Spill Fountain.	VA0001627539
HENRI STUDIO, L.L.C.	4032F4 Small Regal Tier Fountain.	VA0001630314
HENRI STUDIO, L.L.C.	5018F Fenelon Falls Fountain.	VA0001627540
HENRI STUDIO, L.L.C.	5136F Dual Arch Fountain.	VA0001630309
HENRI STUDIO, L.L.C.	Alfresco Fountain	VA0001644894
HENRI STUDIO, L.L.C.	Astor Fountain	VA0001644892
HENRI STUDIO, L.L.C.	Haiku Fountain	VA0001644891
HENRI STUDIO, L.L.C.	Kensington Fountain	VA0001644895
HENRI STUDIO, L.L.C.	Plateau Fountain	VA0001644887
HENRI STUDIO, L.L.C.	Regal Dish Fountain	VA0001645043
HENRI STUDIO, L.L.C.	Regal Sphere Fountain	VA0001645042
HENRI STUDIO, L.L.C.	Triad Fountain	VA0001645044
HENRI STUDIO, L.L.C.	Viscato Fountain	--

and all proceeds (including proceeds of any insurance policies, including business interruption or business income insurance policies) and products of and accessions to all the foregoing described property; all of which were previously used and in use up until February, 2012 in the operation of Henri Studio, L.L.C.'s facility at 1250 Henri Drive, Wauconda, Illinois