

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cuddledown, Inc.		07/26/2017	Corporation: MAINE
Cuddledown Marketing, LLC		07/26/2017	Limited Liability Company: MAINE
Royal River Trading, LLC		07/26/2017	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76716995	PRECISE PILLOW PICKER	
Serial Number:	76719611	AMADORA SPORT	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	07/26/2017		
Total Attachments: 5			
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Subsidiaries)#page1.tif

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AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY AGREEMENT

This AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY AGREEMENT ("Amendment") is entered into as of July 26, 2017 by the signatories hereto ("Grantors"), in favor of ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as Agent (in such capacity, "Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of April 25, 2014, by and between Grantors, Potpourri Group, Inc., a Delaware corporation ("Borrower"), the other loan parties thereto, Agent, and the banks and other financial institutions ("Lenders") from time to time party thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and incur Letters of Credit Obligations for the benefit of Borrower;

WHEREAS, in connection with the Credit Agreement, Grantors and the other "grantors" party thereto executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Third Amended and Restated Pledge and Security Agreement, dated as of April 25, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors and Agent entered into that certain Intellectual Property Agreement, dated as of April 25, 2014 (as amended, restated, modified or supplemented from time to time, the "Intellectual Property Agreement");

WHEREAS, since the date of Grantors' execution of the Intellectual Property Agreement, Grantors have acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 4(b) of the Intellectual Property Agreement, Grantors and Agent have agreed to amend the Intellectual Property Agreement in order to supplement Schedule II thereto to add the New Trademarks to such Schedule II.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Intellectual Property Agreement 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. AMENDMENT. Schedule II to the Intellectual Property Agreement is hereby amended by supplementing such Schedule II to include the New Trademarks set forth on the supplement attached hereto.

3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the terms and provisions of the Intellectual Property Agreement are ratified and

confirmed and shall continue in full force and effect. For the avoidance of doubt, this Amendment is a Loan Document.


4. SECURITY AGREEMENT. The security interests granted pursuant to the Intellectual Property Agreement (as amended hereby) are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the New Trademarks and the other Intellectual Property Collateral made and granted pursuant to the Intellectual Property Agreement (as amended 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. In the event of any inconsistency, ambiguity or conflict between the Intellectual Property Agreement (as amended hereby) and the Security Agreement, the terms of the Security Agreement shall control.

[signature page follows]

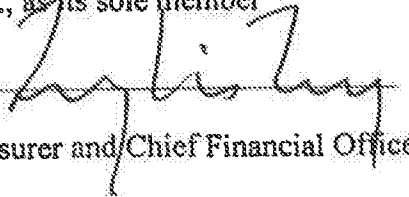
IN WITNESS WHEREOF, each of the Grantors has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

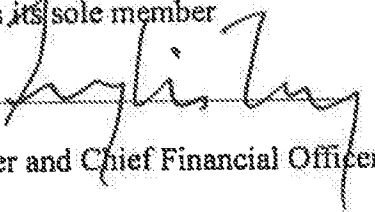
CUDDLEDOWN, INC.

By: 
Name: Kin Leung
Title: Secretary, Treasurer and Chief Financial Officer

CUDDLEDOWN MARKETING, LLC
By: Cuddledown, Inc., as its sole member

By: 
Name: Kin Leung
Title: Secretary, Treasurer and Chief Financial Officer

ROYAL RIVER TRADING, LLC
By: Cuddledown, Inc., as its sole member

By: 
Name: Kin Leung
Title: Secretary, Treasurer and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP (as successor in interest to
General Electric Capital Corporation), as Agent

By: Patrick Weiland

Name: Patrick Weiland

Title: Duly Authorized Signatory

SUPPLEMENT TO SCHEDULE II
to
INTELLECTUAL PROPERTY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Date of Registration</u>	<u>Grantor</u>
Precise Pillow Picker	76716995	10/03/2014	4737039	05/19/2015	Cuddledown, Inc.
Amadora Sport	76719611	08/10/2016	N/A	N/A	Cuddledown, Inc.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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