

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cuddledown, Inc.		07/03/2019	Corporation: MAINE
Potpurri Group, Inc.		07/03/2019	Corporation: DELAWARE
Royal River Trading, LLC		07/03/2019	Limited Liability Company: MAINE

RECEIVING PARTY DATA

Name:	Whitehorse Capital Management, LLC
Street Address:	600 Fifth Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3677717	AMADORA
Registration Number:	5293295	AMADORA SPORT
Registration Number:	2853091	CUDDLEDOWN
Registration Number:	4553699	PERFECT COMFORTER PICKER
Registration Number:	4737039	PRECISE PILLOW PICKER
Registration Number:	1384325	CUDDLEDOWN
Registration Number:	5466606	DREAMSTEAD
Registration Number:	3453738	MAGELLAN'S
Registration Number:	3453737	MAGELLAN'S
Registration Number:	3815776	FETCHDOG
Registration Number:	3716897	FETCHDOG
Registration Number:	3322238	POTPOURRI
Registration Number:	5183881	
Registration Number:	5178544	BACK IN THE SADDLE
Registration Number:	3849165	CATALOG FAVORITES
Registration Number:	3843444	CATALOG FAVORITES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2814860	ICOD
Registration Number:	2704173	EPESTS
Registration Number:	2661941	FAVORITES
Registration Number:	2763119	MAGELLAN'S
Registration Number:	2737087	EBUGS.COM
Registration Number:	2041965	WHATEVER WORKS
Registration Number:	2060988	
Registration Number:	2048947	BACK IN THE SADDLE
Registration Number:	2058589	MAGELLAN'S
Registration Number:	1996009	IN THE COMPANY OF DOGS
Registration Number:	1729304	SERENGETI
Registration Number:	1664621	NORTHSTYLE
Registration Number:	1059169	NATURE'S JEWELRY
Registration Number:	5705690	SOFT ESCAPE
Registration Number:	5711821	SAGEFINDS
Registration Number:	4476412	ROYAL RIVER TRADING

CORRESPONDENCE DATA

Fax Number: 4155911400

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.

Phone: 4155911000

Email: LMFIPTeam@winston.com

Correspondent Name: Laura M. Franco, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	07/12/2019

Total Attachments: 7

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page1.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page2.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page3.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page4.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page5.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page6.tif

source=Potpourri - Intellectual Property Security Agreement (Trademarks) Executed#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 3, 2019 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of July 3, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future

misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

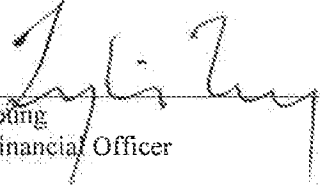
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

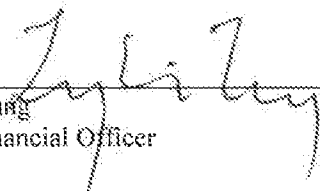
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CUDDLEDOWN, INC.,
as a Grantor

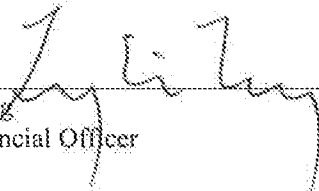
By: 
Name: Kin Leung
Title: Chief Financial Officer

POTPOURRI GROUP, INC.,
as a Grantor

By: 
Name: Kin Leung
Title: Chief Financial Officer

ROYAL RIVER TRADING, LLC,
as a Grantor

By: Cuddledown, Inc., its sole member

By: 
Name: Kin Leung
Title: Chief Financial Officer

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as Collateral Agent**

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Cuddledown, Inc.	US	AMADORA	3677717	10/2/2008	09/01/2009
Cuddledown, Inc.	US	AMADORA SPORT	5293295	08/10/2016	9/26/2017
Cuddledown, Inc.	US	CUDDLEDOWN	2853091	6/20/2003	06/15/2004
Cuddledown, Inc.	US	PERFECT COMFORTER PICKER	4553699	9/24/2013	06/24/2014
Cuddledown, Inc.	US	PRECISE PILLOW PICKER	4737039	10/3/2014	05/19/2015
Cuddledown, Inc.	US	CUDDLEDOWN	1384325	12/3/1985	02/25/1986
Cuddledown, Inc.	US	DREAMSTEAD	5466606	10/10/2017	5/15/2018
Potpourri Group, Inc.	US	MAGELLAN'S	3453738	8/18/2005	06/24/2008
Potpourri Group, Inc.	US	MAGELLAN'S	3453737	8/18/2005	06/24/2008
Potpourri Group, Inc.	US	FETCHDOG	3815776	1/16/2008	07/06/2010
Potpourri Group, Inc.	US	FETCHDOG	3716897	1/16/2008	11/24/2009
Potpourri Group, Inc.	US	POTPOURRI	3322238	1/12/2007	10/30/2007
Potpourri Group, Inc.	US		5183881	9/13/2016	04/18/2017
Potpourri Group, Inc.	US	BACK IN THE SADDLE	5178544	9/13/2016	04/11/2017
Potpourri Group, Inc.	US	CATALOG FAVORITES	3849165	10/15/2009	09/21/2010
Potpourri Group, Inc.	US	CATALOG FAVORITES	3843444	10/5/2009	09/07/2010

Potpourri Group, Inc.	US	ICOD	2814860	4/7/2003	02/17/2004
Potpourri Group, Inc.	US	EPESTS	2704173	3/8/2002	04/08/2003
Potpourri Group, Inc.	US	FAVORITES	2661941	4/16/2001	12/17/2002
Potpourri Group, Inc.	US	MAGELLAN'S	2763119	3/1/2000	09/16/2003
Potpourri Group, Inc.	US	EBUGS.COM	2737087	6/9/1999	07/15/2003
Potpourri Group, Inc.	US	WHATEVER WORKS	2041965	4/10/1996	03/04/1997
Potpourri Group, Inc.	US		2060988	4/4/1996	05/13/1997
Potpourri Group, Inc.	US	BACK IN THE SADDLE	2048947	3/11/1996	04/01/1997
Potpourri Group, Inc.	US	MAGELLAN'S	2058589	1/23/1995	05/06/1997
Potpourri Group, Inc.	US	IN THE COMPANY OF DOGS	1996009	8/4/1994	08/20/1996
Potpourri Group, Inc.	US	SERENGETI	1729304	2/13/1992	11/03/1992
Potpourri Group, Inc.	US	NORTHSTYLE	1664621	5/21/1990	11/12/1991
Potpourri Group, Inc.	US	NATURE'S JEWELRY	1059169	8/28/1975	02/15/1977
Potpourri Group, Inc.	US	SOFT ESCAPE	5705690	8/6/2018	3/26/2019
Potpourri Group, Inc.	US	SAGEFINDS	5711821	8/22/2018	4/2/2019
Potpourri Group, Inc.	CAN	MAGELLAN'S	948623	5/30/2012	9/7/2016
Potpourri Group, Inc.	CAN		942357	5/30/2012	7/5/2016

Potpourri Group, Inc.	CAN	YOUR TRUSTED SOURCE OF TRAVEL SUPPLIES	870888	5/30/2012	2/7/2014
Potpourri Group, Inc.	EUR	MAGELLAN'S	004877213	2/2/2006	6/13/2010
Potpourri Group, Inc.	EUR	<i>Magellans</i>	002307304	7/19/2001	7/4/2003
Royal River Trading, LLC	US	Royal River Trading	4476412	3/27/2013	02/04/2014