

05-21-1998

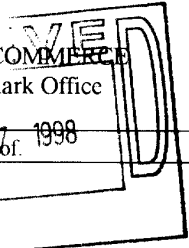
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100717563

To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof. 1998

<p>1. Name of conveying party(ies): USTRUST</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>Additional names(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: The Yankee Candle Company, Inc. Internal Address: _____ Street Address: Routes 5 & 10 City: South Deerfield, MA City: United States Zip: 01373</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-Massachusetts <input type="checkbox"/> Other</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Assignment of Trademarks and release of security interest</p> <p>Execution Date: April 27, 1998</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No. (s) See Schedule A attached</p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark registration No. (s) See Schedule A attached</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lora A. Moffatt, Esq.</p> <p>Internal Address: Fried, Frank, Harris, Shriver & Jacobson</p> <p>Street Address: One New York Plaza City: New York State: NY Zip: 10004</p>	<p>6. Total number of applications and registrations involved:..... 36</p> <p>7. Total fee (37 CFR 3.41): \$ 915.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge excess/credit overpayment to deposit account</p> <p>8. <input type="checkbox"/> Authorized to be charged to Deposit account number: _____ 06-0920 (Attached duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lora A. Moffatt
Name of Person Signing

Lora A. Moffatt
Signature

5/01/98
Date

Total number of pages comprising cover sheet **8**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

TRADEMARK

REEL: 1727 FRAME: 0970

00000093 1717404

40.00
875.00

01 FC:481
02 FC:482

Schedule A
SECOND RELEASE OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT OF TRADEMARKS
AND OTHER COLLATERAL

Trademark -- United States

Registration Number

Kindle Candles	1717404
Yankee Candle	1490759
America's First Utility	1559514
Bell-Top	1574262
Housewarmer	1677304
Wax Potpourri Tarts	1663918
Country Kitchen	1688661
Simmering Potpourri Tarts	1732385
Samplers	1682603
Tarts	1726934
Scenter of the Universe	1795557
Scenter of the World	1814325
Scenter of America	1814326
Nutcracker	1884542
Scenter of New England	1867931
Miscellaneous Design	1783806
Yankee	1959907

Trademark Applications

Trademark

Serial Number

Bay Breeze	75/432519
Buttercream	75/432520
Christmas Eve	75/300550
Christmas Wish	75/302059
Festival of Lights	75/432403
Forest Glen	75/432402
Hazelnut Coffee	75/370399
Hearts and Flowers	75/268026
Home for the Holidays	75/268025
Home Sweet Home	75/313121
Lemon Chiffon	75/370398
Macintosh	75/370149

Schedule A – page 2
*RELEASE OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT OF TRADEMARKS
AND OTHER COLLATERAL*

Trademark Applications (continued)

<u>Trademark</u>	<u>Serial Number</u>
Midsummer's Night	75/302058
Morning Mist	75/302,057
Rainforest	75/267,849
Victoria Meadow	75/267829
Warm Apple Crisp	75/267828
White Christmas	75/302056
White Lace	75/302055

**RELEASE OF SECURITY INTEREST AND COLLATERAL
ASSIGNMENT OF TRADEMARKS AND OTHER COLLATERAL**

This RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT of Trademarks and other collateral, dated as of April 27, 1998, by USTRUST, as agent ("Agent") for each of the lenders from time to time party to the Loan Agreement (defined below) (the "Lenders"), grants a release of security interest and collateral assignment to THE YANKEE CANDLE COMPANY, INC. (the "Grantor") as follows:

W I T N E S S E T H:

WHEREAS, the Grantor, the Agent (including its predecessor United States Trust Company) and the Lenders have entered into various commercial credit relationships, including, but not limited to, loan and credit agreements recorded in the U.S. Patent & Trademark Office on May 18, 1992, at Real and Frame No. 0903/0035; on June 17, 1994, at Real and Frame No. 1166/0419; on July 15, 1996, at Real and Frame No. 1556/0256; and July 14, 1997, at Real and Frame No. 1610/0740 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreements");

WHEREAS, the Loan Agreement and other commercial credit relationships, including the First Amendment and Agreement, dated as of June 27, 1997, ("First Amendment") granted to Agent on behalf of Lenders a security interest in certain of the Grantor's assets, including, without limitation, certain trademarks and other collateral described in the Loan Agreement and First Amendment ("Agreements") which descriptions are incorporated herein;

WHEREAS, pursuant to the Agreements the Grantor has fulfilled all obligations and commitments and requested that Agent agree to release any and all interest it may have in the Trademarks of the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Agent agrees as follows:

TRADEMARK
REEL: 1727 FRAME: 0973

1. Agent hereby releases, sells, assigns, transfers and sets over the entire right, title and interest in the Trademarks listed in Schedule A attached hereto, including all goodwill relating thereto, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of Agent with respect to the Trademarks arising from the Agreements and any other commercial credit relationships, or otherwise.

2. This RELEASE of security interest and collateral assignment has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise eliminating the security interest and collateral assignment of Agent in the Trademarks that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world.

3. A true and correct copy of the list of all Trademarks and trademark applications is attached hereto as Schedule A.

4. Agent has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Agreement and the obligations herein.

USTRUST, as Agent

By: Thomas F. Myers
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 23 day of April, 1998, before me, a Notary Public,
personally appeared Thomas F. Macina, to me known and known to
me to be the Vice President of UStrust, who signed the
foregoing instrument, (RELEASE OF SECURITY INTEREST AND COLLATERAL
ASSIGNMENT of Trademarks and other collateral), and s/he acknowledged the same to
be his/her free act and deed.

Teresa M. DeMarco
Notary Public

TERESA M. DeMARCO
Notary Public
My Commission Expires Sept. 10, 2004

Schedule A
*SECOND RELEASE OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT OF TRADEMARKS
AND OTHER COLLATERAL*

Trademark -- United States

Registration Number

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Yankee Candle	1490759
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Rainforest	75/267,849
Victoria Meadow	75/267829
Warm Apple Crisp	75/267828
White Christmas	75/302056
White Lace	75/302055

Registered Trademarks - International

<u>Trademark</u>	<u>Registration Number</u>
Canada	
Country Kitchen	TMA427,487
Housewarmer	TMA418,670
Samplers	TMA416,738
Tarts	TMA408,225
Yankee Candle	TMA395,291
Benelux	
Country Kitchen	571,640
Housewarmer	555,957
Samplers	555,958
Tarts	556,060
Yankee Candle	558,615
Japan	
Country Kitchen	
Housewarmer	
Samplers	
Tarts	
Yankee Candle	

Schedule A – page 3
*RELEASE OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT OF TRADEMARKS
AND OTHER COLLATERAL*

Registered Trademarks - International (continued)

<u>Trademark</u>	<u>Registration Number</u>
Thailand	
Country Kitchen	
Housewarmer	
Sampler	
Tarts	
Yankee Candle	
U.K.	
Country Kitchen	2000567
Housewarmer	2000561
Sampler/Samplers	2012698
Tarts	2000562
Yankee Candle	2000565

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