

11-25-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



12-03-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100911332

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Association
 - Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/27/1998 DMGUYEN 00000372 75176688

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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Mail documents to be recorded with required cover sheet(s) in TRADEMARK
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1821 FRAME: 0499

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703-415-1555

Name

Christopher E. Kondracki

Address (line 1)

2001 Jefferson Davis, Hwy.

Address (line 2)

Suite 505

Address (line 3)

Arlington, VA 22202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

9

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/176,688

75/160,082

75/186,148

2,165,202

75/314,975

75/346,669

75/355,920

75/433,758

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-3545

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

Name of Person Signing



Signature

November 25, 1998

Date Signed

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4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

BankBoston Retail Finance Inc.

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..November 17, 1998..

THIS AGREEMENT is made between

BankBoston Retail Finance Inc., a Delaware corporation with offices at 40
Broad Street Boston, Massachusetts 02109

and

A Different Light, Inc. (hereinafter, the "**Borrower**"), a Delaware
corporation with its principal executive offices at 1995 McDowell Blvd.,
Petaluma, California 94954

in consideration of the mutual covenants contained herein and benefits to be derived
herefrom,

WITNESSETH:

1. **BACKGROUND:** The Lender and the Borrower have entered in a certain Letter
Agreement of even date (as such agreement may be modified, supplemented, amended or restated from
time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established
in favor of the Borrower and under which the Borrower's Liabilities are to be secured by certain of the
Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan Agreement are
used as so defined).

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby
creates a security interest in favor of the Lender, with power of sale (which power of sale shall be
exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds
thereof (collectively, the "**TM Collateral**"):

(a) All of the Borrower's now owned or existing or hereafter acquired or arising
trademarks, trademark applications, service marks, registered service marks and service mark
applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part
hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark

..November 17, 1998..

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1 applications, service marks, registered service marks, and service mark applications.

2 (b) All renewals of any of the foregoing.

3 (c) All income, royalties, damages and payments now and hereafter due and/or
4 payable under and with respect to any of the foregoing, including, without limitation, payments under all
5 licenses entered into in connection therewith and damages and payments for past or future infringements
6 or dilutions thereof.

7 (d) The right to sue for past, present and future infringements and dilutions of any of
8 the foregoing.

9 (e) All of Borrower's rights corresponding to any of the foregoing throughout the
10 world.

11
12 3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake
13 the following with respect to each item respectively described in Sections 2(a) and 2(b) (collectively, the
14 "Marks");

15 (a) Pay all renewal fees and other fees and costs associated with maintaining the
16 Marks and with the processing of the Marks.

17 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,
18 processing of each Application for Registration which is the subject of the security interest created herein
19 and not abandon or delay any such efforts.

20 (c) At the Borrower's sole cost, expense, and risk, take any and all action which
21 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's
22 discretion, the prosecution and defense of infringement actions.

23
24 4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower
25 represents and warrants that:

26 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark
27 applications, registered service marks and Federal service mark applications now owned by the Borrower.

28 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or
29 security interests to any Person other than to the Lender.

30 (c) The Borrower shall give the Lender written notice (with reasonable detail) within
31 Ten (10) days following the occurrence of any of the following:

32 (i) The Borrower's obtaining rights to, and filing applications for registration
33 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly
34 registered trademarks, registered service marks, trademark applications, or service mark

1 applications, (other than the Borrower's right to sell products containing the trademarks of others
2 in the ordinary course of Borrower's business).

3 (ii) The Borrower's becoming entitled to the benefit of any registered
4 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
5 service marks, service mark applications, service mark licenses or service mark license renewals
6 whether as licensee or licensor (other than Borrower's right to sell products containing the
7 trademarks of others in the ordinary course of Borrower's business).

8 (iii) The Borrower's entering into any new trademark license agreement or
9 service mark license agreement.

10
11 **5 AGREEMENT APPLIES TO FUTURE MARKS:**

12 (a) The provisions of this Security Agreement shall automatically apply to any such
13 additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as
14 "Marks" within the meaning of this TM Security Agreement.

15 (b) The Borrower hereby authorizes the Lender to take all such action to protect the
16 Lender's interest in and concerning any future registered trademarks, trademark applications, registered
17 service marks and service mark applications, written notice of which is so given, *provided, however*, the
18 Lender's taking of such action shall not be a condition to the creation or perfection of the security interest
19 created hereby.

20
21 **6. BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of
22 notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the
23 exclusive right to sue for past, present and future infringement of the Marks including the right to seek
24 injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by
25 third parties, *provided, however*.

26 (a) The Borrower first provides the Lender with written notice of the Borrower's
27 intention to so sue for enforcement of any Mark.

28 (b) Any money damages awarded or received by the Borrower on account of such
29 suit (or the threat of such suit) shall constitute TM Collateral.

30 (c) Following the occurrence of any Event of Default, the Lender, by notice to the
31 Borrower may be terminate or limit the Borrower's rights under this Section 6.

32
33 **7. LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

34 (a) the Borrower's failure, within Five (5) days of written notice from the Lender, to

1 cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or
2 (b) the occurrence of any Event of Default,
3 the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the
4 Borrower's place and stead and/or in the Lenders' own right in connection therewith.
5

6 8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Lender
7 may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code
8 as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in
9 addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks. Any
10 person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has
11 occurred and that the Lender is authorized to exercise such rights and remedies.
12

13 9. **LENDER AS ATTORNEY IN FACT:**

14 (a) The Borrower hereby irrevocably constitutes and designates the Lender as and
15 for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

16 (i) To exercise any of the rights and powers referenced in Sections 3 and
17 5(b).

18 (ii) To execute all such instruments, documents, and papers as the Lender
19 determines to be appropriate in connection with the exercise of such rights and remedies and to
20 cause the sale, license, assignment, transfer, or other disposition of the Marks.

21 (b) The within grant of a power of attorney, being coupled with an interest, shall be
22 irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

23 (c) The Lender shall not be obligated to do any of the acts or to exercise any of the
24 powers authorized by Section 9(a) herein, but if the Lender elects to do any such act or to exercise any of
25 such powers, it shall not be accountable for more than it actually receives as a result of such exercise of
26 power, and shall not be responsible to the Borrower for any act or omission to act except for any act or
27 omission to act as to which there is a final determination made in a judicial proceeding (in which
28 proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding
29 that the subject act or omission to act had been grossly negligent or in actual bad faith.
30

31 10. **LENDER'S RIGHTS:**

32 (a) Any use by the Lender of the Marks, as authorized hereunder in connection with
33 the exercise of the Lenders' rights and remedies under this Agreement and under the Loan Agreement
34 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any

1 liability for royalties or other related charges.

2 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
3 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the
4 Lender any rights in and to the Marks, which rights are effective except following the occurrence of any
5 Event of Default.
6

7 11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All
8 provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights,
9 remedies, powers, privileges and discretions, with respect to the security interests created in the TM
10 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan
11 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan
12 Agreement with respect to all other Collateral.
13

14 12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed
15 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
16 performance, shall be governed by the laws of The Commonwealth of Massachusetts.
17
18

19 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Agreement
20 to be executed by their respective duly authorized officers as of the date first above written.
21

22 A DIFFERENT LIGHT, INC.
23 (The "Borrower")
24

BANKBOSTON RETAIL FINANCE INC.
(The "Lender")

25 By James E. Herlihy
26 Name JAMES E. HERLIHY
27
28 Title Exec. V.P. + CFO
29
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31

By John C. T. McNamee
Name John C. T. McNamee
Title Vice President

..November 17, 1998..

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EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trademark applications:

<u>TRADEMARK SERVICE MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ILLUMINATIONS AND DESIGN	2,165,202	6-16-98

<u>TRADEMARK SERVICE MARK</u>	<u>APPLICATION SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
1-800-CANDLES	75/176,688	10-3-96
LIVING BY CANDLELIGHT	75/160,082	9-3-96 *
LIVING BY CANDLELIGHT	75/186,148	10-23-96
A YEAR OF CANDLELIGHT	75/314,975	6-26-97 *
SACRED SPACE	75/346,669	8-25-97 *
SACRED SOLUTIONS	75/355,920	9-10-97 *
LIGHT FOR THE SOUL	75/433,758	2-23-98 *
RITUALS LIGHT FOR THE SOUL	Serial No. not yet assigned	*

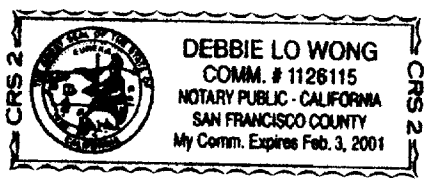
* Not assignable until use of mark has been established by Borrower.

State of California
County of San Francisco

On Nov. 18 1998 before me, Debbie Lo Wong
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")
personally appeared James E. Herlihy
(NAME(S) OF SIGNER(S))

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

(SEAL)

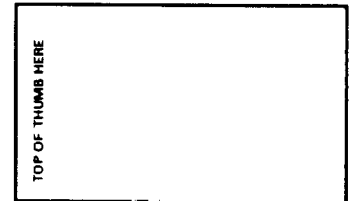
Debbie Lo Wong
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE _____

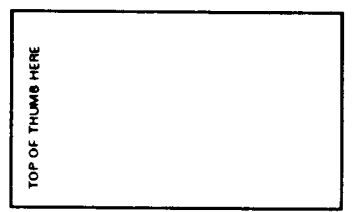
OFFICER(S) _____ (TITLES)

PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLES)

PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))



091161,501
2ACU-2771

(translation of the front page of the priority document of
Japanese Patent Application No. 9-267277)

PATENT OFFICE
JAPANESE GOVERNMENT

This is to certify that the annexed is a true copy of the
following application as filed with this Office.

Date of Application: September 30, 1997

Application Number : Patent Application 9-267277

Applicant(s) : Canon Kabushiki Kaisha

October 23, 1998

Commissioner,
Patent Office

Takeshi ISAYAMA

Certification Number 10-3085707