

12-22-1998



SHEET

12-11-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

100927425

12-11-98

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
Execution Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the *Assignment*.

12/21/1998 SBURNS 00000179 1959070

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01 EC-481 40.00 OP

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Mail document to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 1827 FRAME: 0984

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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Name

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

Trademark Application Number(s) or Registration Numbers(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

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,959,070"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved: #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #
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.

Pamela E. Weinstock, Esq.
Name of Person Signing

Signature

December 8, 1998
Date Signed

ADDITIONAL CONVEYING PARTIES

The attached "Second Release of Security Interest and Collateral Assignment of Trademarks and Other Collateral" releases a security interest *inadvertently* granted to USTRUST by The Yankee Candle Company, Inc., located at Routes 5 & 10, South Deerfield, MA 01373, United States of America, which has no rights in Reg. No. 1,959,070. **Reg. No. 1,959,070 should, therefore, be listed as restored to its actual owner, Galoob Toys, Inc.**

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

Trademark -- United States

Registration Number

MICRO Z

1,959,070

78576 v1

**TRADEMARK
REEL: 1827 FRAME: 0987**

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

This SECOND 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:

1. Agent hereby releases, sells, assigns, transfers and sets over the entire right, title and interest in the Trademarks listed in Schedule B 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 SECOND 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 B.

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 Z. Marnett
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, (SECOND 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

178573.01

RECORDED: 12/11/1998

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