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U.S. Patent & TMOs/TM Mail Rcpt Dt #61

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### TRADEMARKS ONLY

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

#### Submission Type

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Resubmission (Non-Recordation)  
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Correction of PTO Error  
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#### 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

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**Correspondent Name and Address**

Area Code and Telephone Number

(212) 859-8000

Name

Pamela E. Weinstock, Esq.

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New York, New York 10004, U.S.A.

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Attorneys for Conveying Party The Yankee Candle Company, Inc.

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

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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


1,490,749		

Number of Properties

Enter the total number of properties involved:

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$40

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:

#

06-0920

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.

December 8, 1998

Name of Person Signing

Signature

Date Signed

199985

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. 1,490,749. **Reg. No. 1,490,749 should, therefore, be listed as restored to its actual owner, J.P. Morgan Delaware.**

**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. 0901/0035; 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 US Trust, 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

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

**Trademark -- United States**

HUNTERS RUN

**Registration Number**

1,490,749

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