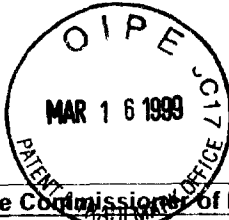


03-22-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

3-16-99 MRD

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 A Different Light, Inc. Execution Date
Month Day Year
11 17 98

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name BankBoston Retail Finance Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 40 Broad Street

Address (line 2) _____

Address (line 3) Boston MA 02109
City State/Country Zip Code

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

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.)

03/19/1999 DNGUYEN 00000241 2165292

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20513

REEL: 1871 FRAME: 0448

MRD 3-16-99

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

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.

Christopher E. Kondracki

Name of Person Signing

Signature

March 5, 1999

Date Signed

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**FIRST AMENDMENT TO
TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

BankBoston Retail Finance Inc.

February 10, 1999

THIS FIRST AMENDMENT is made to the November 17, 1998 Trademark and Trademark Application Security Agreement (which Trademark and Trademark Application Security Agreement is referred to herein as the "**TM Security Agreement**" and has been filed with the United States Patent and Trademark Office at Reel Frame) 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:

Section 1 of the TM Security Agreement is amended to read as follows:

1. **BACKGROUND:** The Lender and the Borrower had entered in a certain Letter Agreement (the "**Letter Agreement**") dated on or about November 17, 1998, pursuant to which a credit facility had been established in favor of the Borrower and under which the Borrower's liabilities, obligations, and indebtedness thereunder was secured by certain of the Borrower's assets, including all Marks. The credit facility contemplated by the Letter Agreement has been superceded by the credit facility provided for in the Loan and Security

..January 29, 1999..

..1..


1 Agreement dated on or about ^{February 19} 1999 (as such agreement may
2 be modified, supplemented, amended or restated from time to time,
3 hereinafter, the "Loan Agreement") between the Borrower and the
4 Lender. It is the intention of the Borrower and the Lender that the
5 Liabilities remain secured by, among other assets, all of the
6 Marks. (Terms used herein which are defined in the Loan Agreement are
7 used as so defined).
8

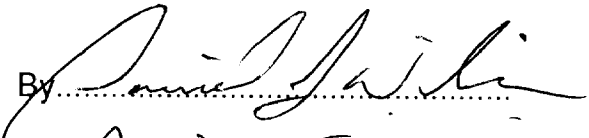
9 Except as amended hereby, all terms and provisions of the TM Security
10 Agreement shall remain in full force and effect.

11
12 IN WITNESS WHEREOF, the Borrower and the Lender respectively have
13 caused this First Amendment to be executed by their respective duly authorized
14 officers as of the date first above written.

15
16 A DIFFERENT LIGHT, INC.
17 (The "Borrower")

BANKBOSTON RETAIL FINANCE INC.
(The "Lender")

18
19 By 
20
21 Print Name WALLIS D. ARNOLD
22
23 Title EVP & CEO
24

By 
25
26 Print Name Daniel J. Williams
27
28 Title AVP
29

30
31 By,
Print Name JAMES E. HERRLINY
Title EVP & CFO

See attached loose certificate of the
California All-Purpose Acknowledgement

1 THE OF.....
2 COUNTY OF, SS

3
4 Then personally appeared before me who acknowledged that
5 such person is the duly authorized of A Different Light, Inc. and that such
6 person had executed the foregoing instrument on its behalf.

7
8 Witness my hand and seal this day of

9
10 _____
11 , Notary Public
12 My Commission Expires:

13
14
15 THE OF.....
16 COUNTY OF, SS

17
18 Then personally appeared before me who acknowledged that
19 such person is the duly authorized of A Different Light, Inc. and that such
20 person had executed the foregoing instrument on its behalf.

21
22 Witness my hand and seal this day of

23
24 _____
25 , Notary Public
26 My Commission Expires:

27 *Commonwealth*

28 THE ~~STATE~~ OF *Massachusetts*
29 COUNTY OF

30
31 Then personally appeared before me *Daniel J Williams*, who acknowledged that such
32 person is the duly authorized *AVP* of BankBoston Retail Finance Inc. and
33 that such person executed the foregoing instrument on its behalf.

34
35 Witness my hand and seal this *10th* day of *February* 1999

36
37 _____
38 *Gwanti Amelner*
39 , Notary Public
40 My Commission Expires:

41 359311.1

10/15/2004

..January 29, 1999..

..3..

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

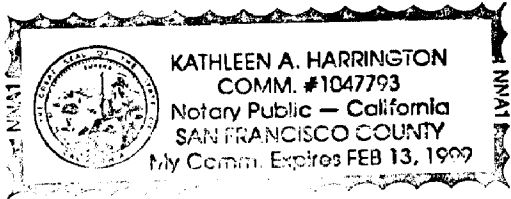
County of Sonoma } ss.

On February 10, 1999, before me, Kathleen A. Harrington, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Wallis D. Arnold and James E. Herkby
Name(s) of Signer(s)

- personally known to me
- 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seat.

Kathleen Harrington
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment to Trademark and Trademark Applications Security Agreement

Document Date: February 10, 1999 Number of Pages: 2

Signer(s) Other Than Named Above: Bank Boston Retail Finance Inc.
RM

Capacity(ies) Claimed by Signer

Signer's Name: Wallis D. Arnold and James E. Herkby

- Individual
- Corporate Officer — Title(s): President & CEO and EVP & CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: A Different Light, Inc.

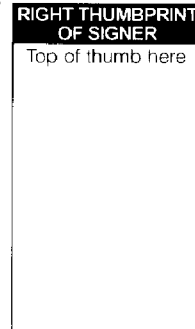


EXHIBIT A

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.