

10-20-1999

FORM PTO-1504

(Rev. 6-93)

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

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CERES, LLC
1353 LOWRIE AVENUE
SO. SAN FRANCISCO, CA 94080

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: THOMAS NELSON, INC.
Internal Address: LEGAL DEPARTMENT
Street Address: 501 NELSON PLACE
City: NASHVILLE State: TN ZIP: 37211

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State TENNESSEE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

8-12-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 30, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/530124 Absolu
75/402757 Aromacologie

B. Trademark Registration No.(s)

2,151,040 Art of Wax
2,147,762 Art of Wax (and Design)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DONNA LEDBETTER
Internal Address: LEGAL DEPARTMENT
THOMAS NELSON, INC.
Street Address: 501 NELSON PLACE
City: NASHVILLE State: TN ZIP: 37214

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/24/1999 MTHAI1 0000125 75530124

DO NOT USE THIS SPACE

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01 PC:401 40.00 OP
02 SC: Statement and signature. 525.00 OP

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.

ERIC D. HEYDEN
Name of Person Signing

Eric D. Heyden VP
Signature

8/03/99
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Conveying Party:

Ceres, LLC

Receiving Party:

Thomas Nelson, Inc.

TRADEMARK APPLICATION NOS.

TRADEMARK REGISTRATION NOS.

75/451098 Bleu Marine (and Design)

1,900,695 Ceres

1,908,498 Ceres

1,912,957 Ceres

2,161,789 Ceres

75/402758 Design Only (Heart)

2,216,404 Design Only (Leaf)

75/402888 L'Amour Toujours

2,071,868 Ceres San Francisco (and Design)

75/276305 Mosaiques

2,206,609 Mosaiques (and Design)

2,192,864 Panoply

2,192,863 Panoply (and Design)

2,150,866 Parfums D'Exception (and Design)

2,241,198 Tea Ritual

2,243,533 Design Only (Teapot)

75/679455 Urban (and Design)

75/679456 Urban (and Design)

BILL OF SALE AND ASSIGNMENT

This **BILL OF SALE AND ASSIGNMENT** ("Bill of Sale"), dated as of June 23, 1999, is entered into by and among Ceres, LLC, a California limited liability company ("Seller"), and Ceres Candles & Gifts, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 21, 1999, as amended, pursuant to which Seller is selling certain of Seller's Assets to Buyer. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer accepts from Seller, all of the right, title and interest that Seller possesses and has the right to transfer in and to all of the Assets of the Seller, other than Excluded Assets, including, without limitation, all of the Seller's right, title and interest in and to the following:

- (i) All of the Seller's Inventory as described on Schedule 1(a)(i)(A) to the Purchase Agreement, including Obsolete Inventory as described on Schedule 1(a)(i)(B) to the Purchase Agreement;
- (ii) All of the Seller's Accounts Receivable (as set forth on Schedule 1(a)(ii) to the Purchase Agreement), negotiable instruments, chattel paper and other rights to receive payment;
- ✓(iii) All of the Seller's right, title and interest in the names set forth on Schedule 1(a)(iii) to the Purchase Agreement;
- (iv) All of the Seller's equipment, machinery, furniture, fixtures, movable trade fixtures, vehicles, office furnishings, leasehold improvements and similar personal property as set forth on Schedule 1(a)(iv) to the Purchase Agreement;
- (v) All of the Seller's rights, interests in, to and under the Commercial Agreements listed on Schedule 1(a)(v) to the Purchase Agreement, to the extent such agreements are assignable by law or the terms thereof;
- (vi) Any and all customer lists and customers of the Seller set forth on Schedule 1(a)(vi) of the Purchase Agreement;
- (vii) All warranties or guarantees made by any manufacturer or supplier of products or services to the Seller, to the extent such are assignable; and
- (viii) All other tangible and intangible assets of the Seller used in connection with the business of the Seller, whether known or unknown, contingent or otherwise.

2. Seller warrants to Buyer that on the date hereof, Seller is the true and lawful owner of the Assets, holds good and marketable title in and to all of the Assets, and has full power and authority to sell and convey the same, in each case free and clear of all claims, liens and encumbrances.

3. From time to time after the date hereof, Seller will execute and deliver to Buyer such instruments of sale, transfer, conveyance, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Buyer or its counsel in order to vest in Buyer all right, title and interest of Seller in and to the Assets (other than the Excluded Assets) and otherwise to carry out the purpose and intent of this Bill of Sale.

4. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supercede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Seller set forth in the Purchase Agreement, nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Bill of Sale shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

6. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Bill of Sale and Assignment has been duly executed by or on behalf of Seller as of the date and year first above written.

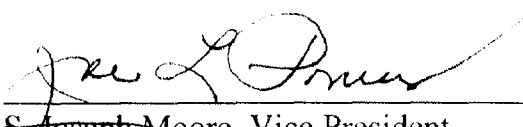
Ceres, LLC, a California limited liability company

By:


Gilles Bonfils, Chief Executive Officer

Ceres Candles & Gifts, Inc., a Delaware corporation

By:


S. Joseph Moore, Vice President

See L. Powers

Schedule 1(a)(iii): Intellectual Property Rights

Trademark Status Chart as of May 11, 1999, is attached to this Schedule. The Company has no patents.

The Company has received a notification from the Patent and Trademark Office that Crabtree & Evelyn has requested additional time to decide whether to oppose the Company's registration application for the mark "AROMACOLOGIE." At this time, it is unclear whether the application will be opposed or not.

CERES
STATUS OF UNITED STATES TRADEMARKS

MARK	STATUS
ABSOLU I.C. 4 (candles) Serial No. 75/530124	Filed August 3, 1998. Pending.
AROMACOLOGIE I.C. 4 (candles) Serial No. 75/402757	Application published October 27, 1998.
ART OF WAX I.C. 4 (candles) Serial No. 75/316,640 Reg. No. 2,151,040	Registered April 14, 1998. Expires April 14, 2008. (Sections 8 & 15 affidavit due between 4/14/2003 and 4/14/2004)
ART OF WAX (LOGO DESIGN) I.C. 4 (candles and tapers) Serial No. 75/276,311 Reg. No. 2,147,762	Registered March 31, 1998. Expires March 31, 2008. (Sections 8 & 15 affidavit due between 3/31/2003 and 3/31/2004)
BAMBOO GROVE I.C. 4 (candles) Serial No. 75/305,498	Notice of Allowance received. Statement of Use due December 16, 1998. Application abandoned.
BAMBOO GROVE (LOGO DESIGN) I.C. 4 (candles) Serial No. 75/305,484	Notice of Allowance received. Statement of Use due December 23, 1998. Application abandoned.
BLEU MARINE (DESIGN AND WORD MARK) I.C. 4 (candles) Serial No. 75/451098	Filed March 16, 1998. Office Action received November 9, 1998. Response filed with PTO on 3/2/99.
CERES I.C. 31 (dried flower arrangements for decoration) Serial No. 74/057492 Reg. No. 1,676,399	Registered February 18, 1992. Trademark assigned from Ceres, Inc. to Ceres, LLC on May 1, 1995. Cancelled August 24, 1998, due to abandonment (mark no longer used on goods).

MARK	STATUS
CERES I.C. 21 (glass candle holders, cosmetic jars, clay pots, clay planters, wood vases and wood candle holders) Serial No. 74/511121 Reg. No. 1,900,695	Registered June 20, 1995. Expires June 20, 2005. (Sections 8 & 15 affidavit due after 6/20/2000 and before 6/20/2001). Trademark assigned from Ceres, Inc. to Ceres, LLC on May 1, 1995.
CERES I.C. 20 (decorative wooden sculptures, mirrors) Serial No. 74/511120 Reg. No. 1,908,498	Registered August 1, 1995. Expires August 1, 2005. (Sections 8 & 15 affidavit due between 8/1/2000 and 8/1/2001) Trademark assigned from Ceres, Inc. to Ceres, LLC on May 1, 1995.
CERES I.C. 4 (candles and tapers) Serial No. 74/511128 Reg. No. 1,912,957	Registered August 22, 1995. Expires August 22, 2005. (Sections 8 & 15 affidavit due between 8/22/2000 and 8/22/2001) Trademark assigned from Ceres, Inc. to Ceres, LLC on May 1, 1995.
CERES I.C. 3 (Skin soap, body lotion, bath gels, bath crystals) Serial No. 75/276322 Reg. No. 2,161,789	Registered June 2, 1998. Expires June 2, 2008 (Sections 8 & 15 affidavit due between 6/2/2003 and 6/2/2004)
(DESIGN OF HEART) I.C. 4 (candles) Serial No. 75/402,758	Notice of Allowance received. Statement of Use due July 12, 1999. Statement of Use sent to PTO for filing on April 2, 1999.
(DESIGN OF LEAF) I.C. 4 (candles) Serial No. 75/402,755 Reg. No. 2,216,404	Registered January 5, 1999. Expires January 5, 2009. (Sections 8 & 15 affidavit due between 1/5/2004 and 1/5/2005)
L'AMOUR TOUJOURS I.C. 4 (candles) Serial No. 75/402888	Filed December 9, 1997. Office Action received 8/25/98. Response filed with PTO on 2/25/99.
LOGO DESIGN (HEAD OF CERES) I.C. 4 (candles and tapers) Serial No. 75/141379 Reg. No. 2,071,868	Registered June 17, 1997. Expires June 17, 2007. (Sections 8 & 15 affidavit due after 6/17/2002 and before 6/17/2003)

MARK	STATUS
MOSAIQUES I.C. 4 (candles and tapers) Serial No. 75/276305	Application filed 4/17/97. Office Action received 11/10/97. Application abandoned.
MOSAIQUES (LOGO DESIGN) I.C. 4 (candles and tapers) Serial No. 75/278036 Reg. No. 2,206,609	Registered December 1, 1998. Expires December 1, 2008. (Sections 8 & 15 affidavit due between 12/1/2003 and 12/1/2004)
PANOPLY I.C. 4 (transferred by Examiner's Amendment) (candle care kit consisting of household utensils, namely) Serial No. 75/276622 Reg. No. 2,192,864	Registered September 29, 1998. Expires September 29, 2008. (Sections 8 & 15 affidavits due between September 29, 2003 and September 29, 2004.)
PANOPLY (LOGO DESIGN) I.C. 4 (transferred by Examiner's Amendment) (candle care kit consisting of household utensils, namely) Serial No. 75/276310 Reg. No. 2,192,863	Registered September 29, 1998. Expires September 29, 2008. (Sections 8 & 15 affidavits due between September 29, 2003 and September 29, 2004.)
PARFUMS D'EXCEPTION (LOGO DESIGN) I.C. 4 (candles and tapers) Serial No. 75/276,323 Reg. No. 2,150,866	Registered April 14, 1998. Expires April 14, 2008. (Sections 8 & 15 affidavit due between 4/14/2003 and 4/14/2004)
TEA RITUAL I.C. 4 (candles) Serial No. 75/305,687 Reg. No. 2,241,198	Registered April 20, 1999. Expires April 20, 2009. (Sections 8&15 affidavit due between 4/20/2004 and 4/20/2005.)
TEA RITUAL (LOGO DESIGN) I.C. 4 (candles) Serial No. 75/305,695 Reg. No. 2,243,533	Registered May 4, 1999. Expires May 4, 2009. (Sections 8&15 affidavit due between 5/4/2004 and 5/4/2005.)
URBAN GARDEN (design and word mark) I.C. 21 (metal candle holders, trays and platters) Serial No. 75/679,455	Application sent to client for signature on March 22, 1999. Application sent to PTO April 9, 1999.
URBAN GARDEN (design and word mark) I.C. 4 (candles) Serial No. 75/679,456	Application sent to client for signature on March 22, 1999. Application sent to PTO April 9, 1999.

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**ACTION TAKEN ON WRITTEN CONSENT
BY THE BOARD OF DIRECTORS OF
THOMAS NELSON, INC.**

Pursuant to Section 48-18-202 of the Tennessee Business Corporation Act, the undersigned, constituting a quorum of the directors of THOMAS NELSON, INC., a Tennessee corporation (the "Company"), hereby waive notice and take the following actions on written consent, as evidenced by their signatures hereto, and hereby adopt the following resolutions effective as of June 21, 1999 as if duly adopted at a duly called and held meeting of directors of the Company:

WHEREAS, the Board of Directors of the Company deem it expedient and in the best interests of the Company to purchase certain assets of Ceres, LLC, a California limited liability company engaged in the manufacture and sale of candles ("Ceres"), substantially in accordance with the terms and conditions of an Asset Purchase Agreement (the "Agreement") with Gilles Bonfils, Nicolas Hirtz and Neil Ward, the members of Ceres ("Members") providing for the purchase of the assets of Ceres and the assumption by the Company of certain liabilities of Ceres.

WHEREAS, the terms and conditions of the Agreement having been presented to the Board of Directors and having been fully considered thereby and the execution and delivery thereof being deemed to be within the express and implied powers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors deem it advisable and in the best interests of the company to purchase the assets of Ceres substantially upon the terms and conditions and for such consideration as described in the Agreement; and

RESOLVED FURTHER, that the terms and provisions of the Agreement are hereby approved and adopted in all respects, and the officers of the Company are, and each of them hereby is, authorized to execute and deliver the Agreement and all of the agreements and documents contemplated thereby on behalf of the Company, with such amendments, changes, additions and deletions to the Agreement and the other agreements and documents as such officers may deem to be in the best interests of, and approve on behalf of, the Company, such approval to be conclusively evidenced by the signature of such officers thereon; and

RESOLVED FURTHER, that the officers of the Company are, and each of them hereby is, authorized and directed to perform, or cause to be done and performed, all such acts and deeds, and to make, execute and deliver, or cause to made, executed and delivered, all such agreement, undertakings, documents, instruments or certificates in the name and on behalf of the Company or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions, including the performance of the obligations of the company under the Agreement and any other transaction contemplated thereby or any other agreement or document referred to therein or herein; and

RESOLVED FURTHER, that the officers of the Company are, and each of them hereby is, authorized and directed to proceed on behalf of the Company and to take all such further steps as they deem necessary or appropriate, with the advice of the Company's financial advisor and counsel, to cause the Company to consummate the transactions contemplated by the Agreement;

and to perform their obligations under the Agreement and any other agreements entered into by the Company in connection therewith, including all steps necessary and appropriate to take action on behalf of the Company and to obtain an required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized and directed to pay all fees, costs and expenses that may be incurred by the Corporation in connection with the purchase of the Ceres assets, and related transactions; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action Taken on Written Consent as of this 21st day of June, 1999.

Edwin Moore
Sam Moore

S. Joseph Moore
S. Joseph Moore

Brownlee O. Currey, Jr.
Brownlee O. Currey, Jr.

W. Lipscomb Davis, Jr.

Robert J. Nichel, Sr.

Millard V. Oakley

Joe M. Rodgers

Andrew J. Young

and to perform their obligations under the Agreement and any other agreements entered into by the Company in connection therewith, including all steps necessary and appropriate to take action on behalf of the Company and to obtain an required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized and directed to pay all fees, costs and expenses that may be incurred by the Corporation in connection with the purchase of the Ceres assets, and related transactions; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action Taken on Written Consent as of this 21st day of June, 1999.

Sam Moore
Sam Moore

S. Joseph Moore
S. Joseph Moore

Brownlee O. Currey, Jr.

W. Lipscomb Davis, Jr.
W. Lipscomb Davis, Jr.

Robert J. Niebel, Sr.

Millard V. Oakley

Joe M. Rodgers

Andrew J. Young

and to perform their obligations under the Agreement and any other agreements entered into by the Company in connection therewith, including all steps necessary and appropriate to take action on behalf of the Company and to obtain an required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized and directed to pay all fees, costs and expenses that may be incurred by the Corporation in connection with the purchase of the Ceres assets, and related transactions; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action Taken on Written Consent as of this 21st day of June, 1999.

Sam Moore
Sam Moore

S. Joseph Moore
S. Joseph Moore

Brownlee O. Currey, Jr.

W. Lipscomb Davis, Jr.

From →

Robert J. Niebel, Sr.
Robert J. Niebel, Sr.

Millard V. Oakley

Joe M. Rodgers

Andrew J. Young

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and to perform their obligations under the Agreement and any other agreements entered into by the Company in connection therewith. Including all steps necessary and appropriate to take action on behalf of the Company and to obtain an required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized and directed to pay all fees, costs and expenses that may be incurred by the Corporation in connection with the purchase of the Ceres assets, and related transactions; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action Taken on Written Consent as of this 21st day of June, 1999.

Sam Moore
Sam Moore

S. Joseph Moore
S. Joseph Moore

Browlce O. Currey, Jr.
Browlce O. Currey, Jr.

W. Lipscomb Davis, Jr.
W. Lipscomb Davis, Jr.

Robert J. Niebel, Sr.
Robert J. Niebel, Sr.

Millard V. Oakley
Millard V. Oakley

Joe M. Rodgers
Joe M. Rodgers

Andrew J. Young
Andrew J. Young

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Fax to 615-902-1840

RECEIVED TIME JUN. 22. 5:24PM

PRINT TIME JUN. 22. 5:29PM

TRADEMARK
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sent to: RODGERS CAPITAL

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page 2 of 2

Received Jun-22-99 02:28pm

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TRONIA NELSON LEGAL - JOE RODGERS

page 2

08/22/99

and to perform their obligations under the Agreement and any other agreements entered into by the Company in connection therewith, including all steps necessary and appropriate to take action on behalf of the Company and to obtain an required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized and directed to pay all fees, costs and expenses that may be incurred by the Corporation in connection with the purchase of the Cerve assets, and related transactions; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action Taken on Written Consent as of this 21st day of June, 1999.

Sam Moore
Sam Moore

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H. Joseph Moore

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Brownlee O. Curry, Jr.

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W. Lindsey Davis, Jr.

Robert J. Niebel, Sr.
Robert J. Niebel, Sr.

William V. Osdley
William V. Osdley

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Andrew J. Young
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