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01-12-2000

U.S. DEPARTMENT OF COMMERCE



SHEET

Patent and Trademark Office
Docket No. 37877-3

101215840

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

<p>1. Name of conveying party(ies): Big Wick Candle Company, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Tangent Growth Fund, L.P. Internal Address: c/o Tangent Fund Management, LLC, General Partner Street Address: One Union Square, 180 Geary Street, Suite 500 City: San Francisco, State: CA ZIP: 94108</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input checked="" type="checkbox"/> Limited Partnership: <u>California</u> <input type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other: _____</p> <p>Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>November 8, 1999</u></p>	

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) Please see attached	<u>2,249,257</u>	B. Registration No.(s) Please see attached
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Lynn M. Humphreys Morrison & Foerster LLP 425 Market Street San Francisco, California 94105-2482</p>	<p>6. Total number of applications and trademark registrations involved: 21</p> <p>7. Total fee (37 C.F.R. § 3.41): \$540.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 37877-3</p> <p>8. Deposit account number: <u>03-1952</u></p>
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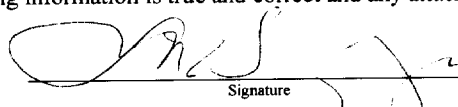
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952**.

DO NOT USE THIS SPACE

9. 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.

Name: Lynn M. Humphreys



Signature

1/12/00

Date

Total number of pages comprising cover sheet, attachments and document: 5

01/13/2000 TTON11 00000212 031952 2249251

01 FC:481	40.00 CH
02 FC:482	500.00 CH
03 FC:484	120.00 CH

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

sf-814470

**TRADEMARK
REEL: 001977 FRAME: 0553**

Name and address of additional receiving party:

Tangent Fund Management II, LLC
c/o Tangent Fund Management, LLC, General Partner
180 Geary Street, Suite 500
San Francisco, CA 94108

A California Limited Liability Company

EXHIBIT A

Trademarks

Status	Country	Trademark	Application No./Registration No.
Registered Trademarks			
	US	AOR BORDER DESIGN	2,249,251
	US	COLOUR	2,149,877
	US	ESSENZA	2,184,021
	US	FLEUR du ROME	2,256,796
	US	L'ASSOLUTO	2,278,401
	US	MEDITATION BLEND	2,284,728
	US	ROMAN SPRING	2,249,252
	US	THE AROMATHERAPY OF ROME	2,119,756
Trademark Applications			
	US	REJUVENATING BLEND	75/430,385
	US	RELAXATION BLEND	75/430,229
	US	SENSUAL BLEND	75/430,383
	US	FLEUR DE ROME	75/676,782
	US	THE AROMATHERAPY OF ROME and DESIGN	75/430,028
	US	CONCRETE PARFUME	75/360,446
	US	ESSENZA	75/319,384
	US	MOTTLED TRADE DRESS	75/430,377
	US	APOTHECARIO DE ROMA	75/373,221
	US	APOTHECARIO DE ROMA	75/373,678
	US	APOTHECARIO DE ROMA	75/373,298
	US	L'ASSOLUTO	75/361,017
	US	ROME	75/361,018

SECURITY ASSIGNMENT
WITH RESPECT TO TRADEMARKS

Docket Number (optional)

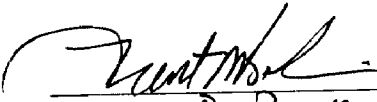
BIG WICK CANDLE COMPANY, INC., a Delaware corporation, ("Debtor"), having an office at 1150 6th Street, Berkeley, CA 94710, has registered, or applied for registration for, United States Trademarks with respect to the trademarks set forth on Exhibit A hereto.

Debtor, in consideration of certain financial accommodations given to Debtor by Tangent Growth Fund, L.P. ("TGF") and Tangent Fund Management II, LLC (individually and collectively, "Secured Party"), each with an address c/o Tangent Fund Management, LLC, General Partner, One Union Square, 180 Geary Street, Suite 500, San Francisco, CA 94108, has granted, and hereby grants, to Secured Parties, pursuant hereto and to the terms of that certain Security Agreement, dated as May 31, 1999, between Debtor (as successor by merger to U.S.A. UNICO) and TGF (as amended from time to time, the "Security Agreement"), a security interest and lien in all of Debtor's now owned or hereafter acquired: (i) trademarks, trade names, trade styles and service marks; prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear; designs and general intangibles of a like nature; applications, registrations and recordings relating to the foregoing in the PTO or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or political subdivision thereof; and all reissues, extensions and renewals of any of the foregoing; including, without limitation, those trademarks, terms, designs and applications set forth on Exhibit A hereto; (ii) the goodwill of the business symbolized by each of the foregoing trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such trademarks; (iii) all present and future license agreements pertaining to the foregoing; (iv) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the foregoing and all rights pertaining thereto; (v) all general intangibles, intangible intellectual property, and other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the foregoing and not otherwise described above; and (vi) all proceeds of any of the foregoing, including, without limitation, all license royalties and proceeds of infringement suits.

All terms and provisions of this Instrument shall be subject to the terms and provisions of the Security Agreement, to which reference is hereby made for the complete understanding of Debtor and Secured Party with respect to the subject matter hereof.

Executed as of this 11/6/99.

BIG WICK CANDLE COMPANY, INC.

By: 
Name: Trent R. Brockmeier
Title: President

TANGENT GROWTH FUND, L.P.,
By: Tangent Fund Management LLC, General Partner

TANGENT FUND MANAGEMENT II, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**SECURITY ASSIGNMENT
WITH RESPECT TO TRADEMARKS**

Docket Number (optional)

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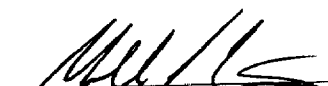
Executed as of this 11/8/99.

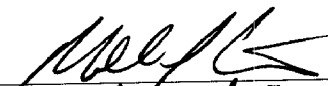
BIG WICK CANDLE COMPANY, INC.

By: _____
Name: _____
Title: _____

TANGENT GROWTH FUND, L.P.,
By: **Tangent Fund Management LLC, General Partner**

TANGENT FUND MANAGEMENT II, LLC

By: 
Name: Michael J. Constan
Title: JP

By: 
Name: Michael J. Constan
Title: JP