

11-01-2000



101501294

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New 9.27.00

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 Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership **Corporation** Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002164 FRAME: 0680

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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.)

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)

75/607,879	75/314,975	75/703,086
75/647,071	75/346,669	75/727,934
75/368,548	75/566,525	75/759,604
75/599,532	75/791,303	75/772,254
75/671,267	75/727,933	75/772,414
75/160,082	75/772,261	75/659,503
75/865,231	75/625,298	75/691,902

2,168,066		
2,159,375		
2,086,606		
2,291,811		
2,165,202		
2,216,858		

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)

<input type="text" value="75/691,901"/>	<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"/>	<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"/>

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

27 September 2000

Name of Person Signing

Signature

Date Signed

1
2
3
4 **AMENDED AND RESTATED TRADEMARK**
5 **AND TRADEMARK APPLICATIONS SECURITY**
6 **AGREEMENT**

Fleet Retail Finance Inc.

7
8
9
10 *March 7, 2000*

11
12
13 THIS AGREEMENT is made between

14
15 Fleet Retail Finance Inc. (formerly BankBoston Retail Finance Inc.), a
16 Delaware corporation with offices at 40 Broad Street Boston, Massachusetts
17 02109

18
19 and

20
21 Illuminations.com, Inc. (formerly A Different Light, Inc.) (hereinafter, the
22 "**Borrower**"), a Delaware corporation with its principal executive offices at 1995
23 South McDowell Blvd., Petaluma, California 94954

24
25 in consideration of the mutual covenants contained herein and benefits to be derived
26 herefrom,

27 *WITNESSETH:*

28
29 1. **BACKGROUND:** The Lender and the Borrower have entered in a certain Loan
30 and Security Agreement dated February 10, 1999 (as such agreement may be modified, supplemented,
31 amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit
32 facility has been established in favor of the Borrower and under which the Borrower's Liabilities are to be
33 secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined
34 in the Loan Agreement are used as so defined).

35
36 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby
37 creates a security interest in favor of the Lender, with power of sale (which power of sale shall be
38 exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds
39 thereof (collectively, the "**TM Collateral**");

40 (a) All of the Borrower's now owned or existing or hereafter acquired or arising
41 trademarks, trademark applications, service marks, registered service marks and service mark
42 applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part

..February 28, 2000..

..1..

1 hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark
2 applications, service marks, registered service marks, and service mark applications.

3 (b) All renewals of any of the foregoing.

4 (c) All income, royalties, damages and payments now and hereafter due and/or
5 payable under and with respect to any of the foregoing, including, without limitation, payments under all
6 licenses entered into in connection therewith and damages and payments for past or future
7 infringements or dilutions thereof.

8 (d) The right to sue for past, present and future infringements and dilutions of any of
9 the foregoing.

10 (e) All of Borrower's rights corresponding to any of the foregoing throughout the
11 world.

12
13 3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake
14 the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the
15 "**Marks**"):

16 (a) Pay all renewal fees and other fees and costs associated with maintaining the
17 Marks and with the processing of the Marks.

18 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,
19 processing of each Application for Registration which is the subject of the security interest created herein
20 and not abandon or delay any such efforts.

21 (c) At the Borrower's sole cost, expense, and risk, take any and all action which
22 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's
23 discretion, the prosecution and defense of infringement actions.

24
25 4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower
26 represents and warrants that:

27 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark
28 applications, registered service marks and Federal service mark applications now owned by the
29 Borrower.

30 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances,
31 or security interests to any Person other than to the Lender.

32 (c) The Borrower shall give the Lender written notice (with reasonable detail) within
33 Ten (10) days following the occurrence of any of the following:

34 (i) The Borrower's obtaining rights to, and filing applications for registration
35 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly

..February 28, 2000..

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1 registered trademarks, registered service marks, trademark applications, or service mark
2 applications, (other than the Borrower's right to sell products containing the trademarks of others
3 in the ordinary course of Borrower's business).

4 (ii) The Borrower's becoming entitled to the benefit of any registered
5 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
6 service marks, service mark applications, service mark licenses or service mark license
7 renewals whether as licensee or licensor (other than Borrower's right to sell products containing
8 the trademarks of others in the ordinary course of Borrower's business).

9 (iii) The Borrower's entering into any new trademark license agreement or
10 service mark license agreement.

11
12 5 **AGREEMENT APPLIES TO FUTURE MARKS:**

13 (a) The provisions of this Security Agreement shall automatically apply to any such
14 additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as
15 "Marks" within the meaning of this TM Security Agreement.

16 (b) The Borrower hereby authorizes the Lender to take all such action to protect the
17 Lender's interest in and concerning any future registered trademarks, trademark applications, registered
18 service marks and service mark applications, written notice of which is so given, *provided, however*, the
19 Lender's taking of such action shall not be a condition to the creation or perfection of the security interest
20 created hereby.

21
22 6. **BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of
23 notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the
24 exclusive right to sue for past, present and future infringement of the Marks including the right to seek
25 injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment
26 by third parties, *provided, however*:

27 (a) The Borrower first provides the Lender with written notice of the Borrower's
28 intention to so sue for enforcement of any Mark.

29 (b) Any money damages awarded or received by the Borrower on account of such
30 suit (or the threat of such suit) shall constitute TM Collateral.

31 (c) Following the occurrence of any Event of Default, the Lender, by notice to the
32 Borrower may be terminate or limit the Borrower's rights under this Section 6.

1 7. **LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

2 (a) the Borrower's failure, within Five (5) days of written notice from the Lender, to
3 cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3;
4 and/or

5 (b) the occurrence of any Event of Default,
6 the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the
7 Borrower's place and stead and/or in the Lenders' own right in connection therewith.
8

9 8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the

10 Lender may exercise all rights and remedies of a secured party upon default under the Uniform
11 Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with
12 respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise
13 dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that
14 an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.
15

16 9. **LENDER AS ATTORNEY IN FACT:**

17 (a) The Borrower hereby irrevocably constitutes and designates the Lender as and
18 for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

19 (i) To exercise any of the rights and powers referenced in Sections 3 and
20 5(b).

21 (ii) To execute all such instruments, documents, and papers as the Lender
22 determines to be appropriate in connection with the exercise of such rights and remedies and to
23 cause the sale, license, assignment, transfer, or other disposition of the Marks.

24 (b) The within grant of a power of attorney, being coupled with an interest, shall be
25 irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

26 (c) The Lender shall not be obligated to do any of the acts or to exercise any of the
27 powers authorized by Section 9(a) herein, but if the Lender elects to do any such act or to exercise any
28 of such powers, it shall not be accountable for more than it actually receives as a result of such exercise
29 of power, and shall not be responsible to the Borrower for any act or omission to act except for any act
30 or omission to act as to which there is a final determination made in a judicial proceeding (in which
31 proceeding the Lender has had an opportunity to be heard) which determination includes a specific
32 finding that the subject act or omission to act had been grossly negligent or in actual bad faith.
33
34
35

1 10. **LENDER'S RIGHTS:**

2 (a) Any use by the Lender of the Marks, as authorized hereunder in connection with
3 the exercise of the Lenders' rights and remedies under this Agreement and under the Loan Agreement
4 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any
5 liability for royalties or other related charges.

6 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
7 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the
8 Lender any rights in and to the Marks, which rights are effective except following the occurrence of any
9 Event of Default.

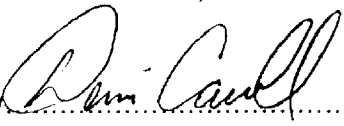
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11 11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All
12 provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights,
13 remedies, powers, privileges and discretions, with respect to the security interests created in the TM
14 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan
15 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan
16 Agreement with respect to all other Collateral.

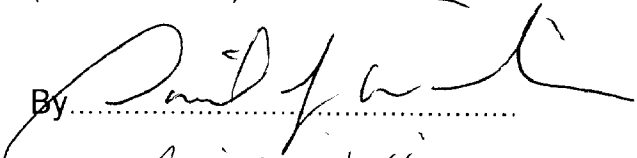
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18 12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed
19 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
20 performance, shall be governed by the laws of The Commonwealth of Massachusetts.

21
22
23 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
24 Agreement to be executed by their respective duly authorized officers as of the date first above written.
25

26 ILLUMINATIONS.COM, INC.
27 (The "Borrower")

FLEET RETAIL FINANCE INC.
(The "Lender")

28
29 By 
30 Name DENNIS CARROLL
31 Title PRESIDENT & COO

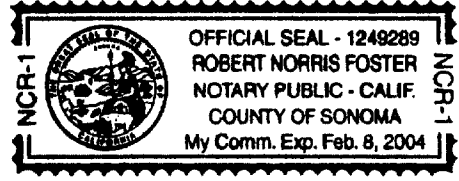
By 
Name Daniel Williams
Title AVP

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THE State OF California.....
COUNTY OF Sonoma

Then personally appeared before me Robert N. Foster who acknowledged that such person is the duly authorized C.O.O..... of Illuminations.com, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 7... day of March, 2000

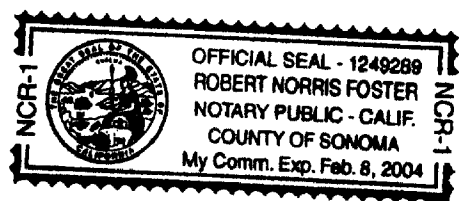


Robert N. Foster
, Notary Public
My Commission Expires: 2/8/04

THE State OF Calif.....
COUNTY OF Sonoma

Then personally appeared before me Robert N. Foster, who acknowledged that such person is the duly authorized C.O.O..... of Fleet Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 7..day of MARCH, 2000



Robert N. Foster
, Notary Public
My Commission Expires:

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THE *State* OF *Massachusetts*
COUNTY OF *Middlesex*

Then personally appeared before me *Daniel J. Williams*, who acknowledged that such person is the duly authorized *P.V.P.* of Fleet Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this *9* day of *March*

Helen Langewiesche

, Notary Public
My Commission Expires: *4/2/04*

EXHIBIT A

Operating Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Starlight	2,168,066	June 23, 1998
Glowing Impressions	2,159,375	May 19, 1998
America's Premier Candle Company	2,086,606	August 5, 1997
Illume	2,291,811	November 16, 1999
Illuminations and Design	2,165,202	June 16, 1998
Living by Candlelight	2,216,858	January 12, 1999

Trademark Applications

MARK	SERIAL NUMBER	FILING DATE
Glowing Scentsations	75/607,879	December 18, 1998
Candilicious	75/647,071	February 24, 1998
Earth's Expressions	75/368,548	October 6, 1997
Starbrite	75/599,532	November 25, 1998
1-800-Candles	75/671,267	March 30, 1999
Living By Candlelight	75/160,082	September 3, 1996
Living By Candlelight	75/865,231	December 17, 1999
A Year Of Candlelight	75/314,975	June 26, 1997
Sacred Space	75/346,669	August 25, 1997
Rituals Light For The Soul	75/566,525	October 7, 1998
Rituals Light For The Soul	75/791,303	September 2, 1999
The Candle Pantry	75/727,933	June 14, 1999
Colorlights	75/772,261	August 10, 1999
Mar Azul	75/625,298	January 22, 1999
Monet's Garden	75/703,086	May 11, 1999
Naturescape	75/727,934	June 14, 1999
One Light	75/759,604	July 26, 1999
One Light	75/772,254	August 10, 1999
Rites of Passage	75/772,414	August 10, 1999
Sacred Space	75/659,503	March 17, 1999
Temple Scents	Not yet assigned	November 4, 1999
Terrace Lights	Not yet assigned	October 26, 1999
We Glow On The Internet	75/691,902	April 26, 1999
We Glow On The Web	75,691,901	April 26, 1999

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..February 28, 2000..

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