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10-03-2001

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U.S. Patent & TMO/c/TM Mail Receipt #71



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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).

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 Effective Date
Month Day Year
- Change of Name
- Other:

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11/6/2000

Name Big Wick Candle Company, Inc. dba Big Wick Incorporated

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Aroma Candle and Scent Company

DBA/AKA/TA

Composed of

Address (line 1) 18802 72nd Avenue South

Address (line 2)

Address (line 3) Kent, Washington 98032

City State/County Zip

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

FOR OFFICE USE ONLY

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YH

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 206 623-7580

Name Jessica Stone Levy
Address (line 1) Preston Gates & Ellis LLP
Address (line 2) 701 Fifth Avenue
Address (line 3) Suite 5000
Address (line 4) Seattle, Washington 98104

Pages Enter the total number of pages of the attached conveyance document including any attachments.
3

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)

78/028,810

Number of Properties

Enter the total number of properties involved # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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: # 162456

Authorization to charge additional fees: Yes No

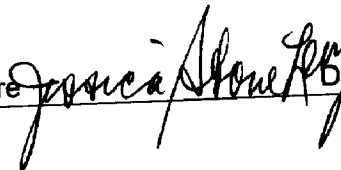
Statement and Signature

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.

Name of Person Signing

Jessica Stone Levy

Signature



Date Signed

9/26/01

BILL OF SALE AND ASSIGNMENT OF RIGHTS

This Bill of Sale and Assignment of Rights (this "Bill of Sale") is entered into this 6th day of November, 2000, by and between Business Factors, Inc. dba BFI Business Finance ("Seller") and Aroma Candle and Scent Company, a Delaware corporation ("Buyer").

RECITALS

- A. Seller has foreclosed on its security interest in certain assets of Big Wick Candle Company, Inc. and its predecessors in interest, as described in Exhibit "A" hereto (the "Assets").
- B. Buyer wishes to purchase all of Seller's right, title, and interest in and to the Assets, and Seller wishes to sell the Assets pursuant to the terms of this Bill of Sale.

AGREEMENT

Therefore, in consideration of the foregoing and the conditions set forth herein below, Buyer and Seller agree as follows:

1. The Recitals are incorporated herein by this reference.
2. Upon execution of this Bill of Sale, Seller sells, assigns and transfers to Buyer all of Seller's right, title and interest in and to the Assets, and hereby further assigns all contract rights and rights to all general intangibles, including without limitation, all intellectual property rights.
3. In consideration of the aforementioned sale by Seller to Buyer, Buyer shall pay to Seller Two Million, Eight Hundred Three Thousand, One Hundred Forty-Five Dollars (\$2,803,145) (the "Purchase Price"). The Purchase Price shall be paid in certified funds or by wire transfer concurrently with the execution of this Bill of Sale.
4. THIS SALE IS MADE "AS IS," "WHERE IS," "IF IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND BY SELLER TO BUYER. SELLER MAKES, AND HAS MADE, NO WARRANTIES, EXPRESS OR IMPLIED, TO BUYER AND BUYER HEREBY EXPRESSLY WAIVES THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR USE, IF ANY, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OF SELLER AND THAT BUYER HAS UNDERTAKEN BUYER'S OWN DUE DILIGENCE REGARDING THE QUALITY, CONDITION AND VALUE, IF ANY, OF THE EQUIPMENT AND THE INTEREST BEING SOLD HEREIN.
5. Buyer acknowledges and agrees that all local and state sales taxes in connection with the sale of the Assets will be paid by Buyer concurrently with the execution hereof.
6. Buyer acknowledges that Buyer will bear all costs of removing the Assets from the premises at which they are currently located, and that Buyer is responsible for all damages caused by the removal thereof, including but not limited to any holed or other damages caused by removing any pipes or other equipment affixed to any wall at such premises.


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7. Buyer acknowledges that the risk of loss on the Assets shall be borne by Buyer effective as of the execution hereof, even if Buyer has not yet taken physical possession. Buyer assumes responsibility for any personal or other injury that may be caused to Buyer, Buyer's agent or employees or others in the removal of the Assets.

8. This is an integrated Bill of Sale. It supersedes all prior representations and agreements, if any, between the parties to this Bill of Sale. This Bill of Sale when executed contains the entire and only understanding between the parties, and may not be altered, amended or extinguished, except by a writing which expressly refers to this Bill of Sale and is signed by the parties subsequent to the execution of this Bill of Sale.

The parties have read the foregoing Bill of Sale and Assignment of Rights and understand and agree to the terms thereof as of the date first set forth above.

Buyer: AROMA CANDLE AND SCENT COMPANY

By: 
Its: President

Seller: Business Factors, Inc. dba BFI Business Finance

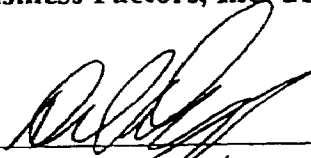
By: 
Its: Executive Vice President

EXHIBIT A

ASSETS BEING SOLD

All of Seller's interest in the following:

Accounts, chattel paper, security agreements and debt secured thereby, stock pledge agreements and debt secured thereby, documents, notes, drafts, instruments, general intangibles and returned goods.

All inventory that is located in the State of Washington, including but not limited to raw materials, work in progress and finished goods.

All equipment that is located in the State of Washington, including but not limited to machinery and machine tools with motors, controls, attachments, parts, tools and accessories incidental thereto, furniture, fixtures and motor vehicles, tools, dies, drawings, blueprints, catalogs and computer programs.

All patents, trademarks, copyrights and trade names.

All books and records pertaining to the foregoing.

All products and proceeds of the foregoing, including but not limited to deposit accounts (including, without limitation, any control deposit account established in connection with the collection of Big Wick Candle Company's accounts) goods, insurance proceeds and other tangible or intangible property received upon the sale or disposition of the foregoing.

Said sale will not include any equipment, inventory or other tangible property located in the State of California.

Said sale will include, without limitation, all rights of Seller under certain particular general intangibles owned by Big Wick Candle Company such as, without limitation, any license agreements or leasehold interest in the Premises as defined above or in any other premises at which Big Wick Candle Company operates in the State of Washington.