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04-11-2002

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To the Honorable Commissioner of Pa

102050507

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Belisama, Inc.

3-29-02

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

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

3. Nature of conveyance:

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

Execution Date: March 11, 2002

2. Name and address of receiving party(ies)

Name: Smith Mountain Properties, LLC.

Internal Address: 1000 Dillard Drive

Street Address: 1000 Dillard Drive

City: Forest State: VA ZIP: 24551

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

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

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

A. Trademark Application No.(s)

76010775

B. Trademark Registration No.(s)

See Attached Sheet

Additional numbers attached?  Yes  No

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

Name: R. Tracy Crump

Internal Address: P.O. Box 604

04/11/2002 TDI A21 00000021 76010775

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

Street Address: 32790 Dunn Road

City: New Carlisle State: IN ZIP: 46552

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

R. Tracy Crump

Name of Person Signing

R. Tracy Crump  
Signature

March 21, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

Assigned Trademark Registrations & Registration Applications:

1. CANDLE CAPPER (word mark) - United States Trademark Application Serial Number 76/010,775 filed on March 28, 2000;
2. CANDLE CAPPER (Logo Mark) - United States Trademark Application Serial Number 76/232,726 filed on March 30, 2001;
3. SIMPLY A BETTER BURN (Word Mark) - United States Trademark Registration No. 2,507,143 issued on November 13, 2001; and
4. CANDLE CATCHER (Word Mark) - United States Trademark Application Serial Number 76/337,001 filed on November 13, 2001.

**ASSIGNMENT AGREEMENT OF INTELLECTUAL PROPERTY  
FROM BELISAMA, INC. TO SMITH MOUNTAIN PROPERTIES, LLC.**

This Assignment Agreement is by and between Belisama, Inc., an Indiana Corporation (hereinafter referred to as “Belisama”), and Smith Mountain Properties, LLC. a Virginia limited liability company, (hereinafter referred to as “Smith Mountain”) pursuant to the ASSET PURCHASE AGREEMENT (hereinafter referred to as the “Purchase Agreement”) agreed upon and entered into between the Parties for the sale and transfer of designated assets of Belisama to Smith Mountain.

**WHEREAS**, Belisama is sole owner, by assignment from Tod A. Papai, of the following identified improvements and inventions (hereinafter referred collectively as, “the Inventions”), which consist of a) certain inventions that have been fully set forth, described and claimed in identified applications for United States Letters Patent and b) certain other inventions that have not yet been fully set forth, described and claimed in any United States or foreign patent application:

1. Venting Plate for a Containerized Candle - United States (CIP) Patent Application Serial Number 09/925,893 filed on August 9, 2001 from Serial Number 09/575,4447 filed on May 22, 2000;
2. Display Stand Design - United States Design Patent Application Serial Number 29/139,154 filed on March 26, 2001;
3. Venting Plate Design (Ivy) - United States Design Patent Application Serial Number 29/139,153 filed on March 26, 2001;
4. Venting Plate Design (Flowers) - United States Design Patent Application Serial Number Serial Number 29/152,529 filed on December 21, 2002;
5. Venting Plate Design (Lighthouse) - United States Design Patent Application Serial Number 29/152,530 filed on December 21, 2002;
6. Venting Plate for a Containerized Candle (Baffle Technology) - United States Patent Application Serial Number 10/040,121 filed on January 4, 2002;
7. A venting Plate for a Containerized Candle having a Baffle for Creating a Channeled Inlet Air Flow, for which a patent application has not yet been applied for;
8. A Venting Plate for a Containerized Candle and Decorative Overlay, which allows inlet air flow between the Plate and Overlay for which a patent application has not yet been applied for; and
9. Thermal Insulating Technology for Venting Plate for which a patent application has not yet been applied for.

**WHEREAS**, Belisama is the sole owner of certain right, title and interest to the following trademarks, service marks, and trade names accruing by reason of the common law, United States Trademark Law and/or international trademark conventions (referred to collectively hereinafter as "the Trademarks"):

1. CANDLE CAPPER (word mark) - United States Trademark Application Serial Number 76/010,775 filed on March 28, 2000.
2. CANDLE CAPPER (Logo Mark) - United States Trademark Application Serial Number 76/232,726 filed on March 30, 2001.
3. SIMPLY A BETTER BURN (Word Mark) - United States Trademark Registration No. 2,507,143 issued on November 13, 2001.
4. CANDLE CATCHER (Word Mark) - United States Trademark Application Serial Number 76/337,001 filed on November 13, 2001.

**WHEREAS**, Belisama owns certain right, title and interest to individual and collective copyright works relating to the Venting Plate Products, which have been created by Belisama or to which Belisama may claim as a work for hire, but for which United States Copyright registrations have not been applied for, including but not limited to, graphics, drawings, sketches, photographs, written text, advertising copy, web sites, videos, multimedia productions, ornamentation designs, mask works and models.

**WHEREAS**, Belisama also owns certain right, title and interest to the following domain name registrations (referred to collectively hereinafter as "the Domain Names"):

CANDLECAPPER.COM ( Network Solutions Account No. 2699029, activated August 15, 2000.)

**WHEREAS**, Smith Mountain desires to purchase all right, title and interest to the Inventions, the Trademarks, the Copyrights and the Domain Names of Belisama.

**NOW THEREFORE**, in consideration of and pursuant to the Purchase Agreement, the parties agree as follows:

**Effective Date.** This Assignment Agreement will be effective March 1, 2002.

**Patent Assignment.** Belisama hereby sells, assigns and transfers to Smith Mountain for the territory of the United States of America and for all foreign countries the full, entire and exclusive right, title and interest in and to: a) the ~~Inventions~~ b) United State Letters Patent Application, c) any United States Letters Patent or reissues to be obtained on the invention from the afore mentioned United States Letters Patent Application or any divisions, continuations, continuations-in-part or substitutes thereof, and any renewals or extensions that may be issued thereon, and d) any Letters

Patent applications that may be filed on the invention in countries foreign to the United States and any Letters Patents issued thereon, the invention, the Letters Patent applications and the Letters Patents to be held and enjoyed by Smith Mountain to the full end of the term or terms for which the Letters Patents may be granted, as fully and entirely as the same would have been held by Belisama had this assignment not been made.

Belisama hereby authorizes and requests the Patent and Trademark Office officials in the United States of America and the Patent and Trademark Office officials of any and all foreign countries to issue any and all Letters Patents, when granted to Smith Mountain, as assignee of my entire right, title, and interest in and to the same for the sole use and enjoyment of Smith Mountain.

Further, Belisama promises and agrees to perform, upon request, such other acts as Smith Mountain may require to enable it or them to procure a Letters Patent on the invention or a reissue or extension thereon in the United States and/or in any foreign country, and/or to hold, enforce or convey the Letters Patents, reissues or extensions.

**Trademark Assignment.** Belisama transfers, grants, conveys, assigns, and relinquishes exclusively to Smith Mountain, in perpetuity (or for the longest period of time otherwise permitted by law), all of Belisama's right, title, and interest in and to the Trademarks, and accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same. Belisama further transfers and assigns the right to file for and obtain registrations of trademark interests anywhere in the world with the right to base priority on Belisama's first date of use or on any application and/or registration being assigned herein. Belisama covenants not to use or display the Trademarks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademarks, any applicable registrations thereof or the ownership of the Trademarks by Smith Mountain.

**Copyright Assignment.** Belisama, for itself and its subsidiaries, transfers, grants, conveys, assigns, and relinquishes exclusively to Smith Mountain, in perpetuity (or for the longest period of time otherwise permitted by law), all of Belisama's right, title, and interest in and to the Copyrights, together with all other copyright interests accruing by reason of United States Copyright Laws and international copyright law and conventions.


**Domain Name Assignment.** Belisama, for itself and its subsidiaries, transfers, grants,

conveys, assigns, and relinquishes exclusively to Smith Mountain, in perpetuity (or for the longest period of time otherwise permitted by law), all of Belisama's right, title, and interest in and to The Domain Names, together with all other copyright interests accruing by reason of United States laws and international laws and conventions.

**Additional Action.** Belisama shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Inventions, the Trademarks, the Copyrights and the Domain Names to Smith Mountain.

**Reference Materials for Trademark Interests.** To effect the transfer of ownership to Smith Mountain of The Trademark, including the goodwill of all business connected with the use of and symbolized by the Trademark Interests, and The Copyrights, Belisama shall furnish Smith Mountain with the files evidencing all proceedings involving the Trademarks and consent to Smith Mountain's communication with Belisama's counsel familiar with such proceedings.

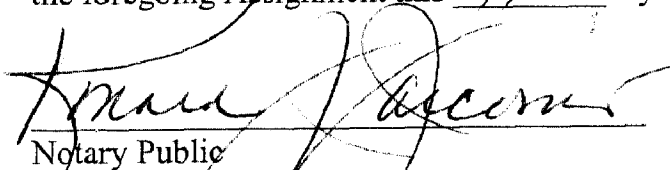
**General Provisions.** Should any provision of this Assignment be held void, invalid, unenforceable or illegal by a court, the validity and enforce ability of the other provisions contained therein shall not be affected thereby. Failure to enforce any provision of this Assignment by any party shall not constitute or be construed as a waiver of that provision or its enforce ability. This agreement shall be governed by and construed under the laws of the state of Indiana.

  
\_\_\_\_\_  
Tod A. Papai, President  
Belisama, Inc.

3/11/02  
\_\_\_\_\_  
Date

State of INDIANA  
County of Saint Joseph

Before me the undersigned, a Notary Public in and for Saint Joseph County, State of Indiana, personally appeared the above identified testator and witnesses and acknowledged the execution of the foregoing Assignment this 11<sup>th</sup> day of March, 2002.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Commission Expires

