

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Old Williamsburgh Candle Corp.		12/11/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Rosenthal & Rosenthal, Inc.
Street Address:	1370 Broadway
Internal Address:	Legal Dept., 2nd Fl
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2132383	SKEETER BEETER
Registration Number:	2697863	OLD WILLIAMSBURGH HOUSE & GARDEN FINE FRAGRANCES FOR THE HOME
Registration Number:	2298087	AROMA DREAMS
Registration Number:	2167783	COUNTRY DREAM
Registration Number:	2732005	OLD WILLIAMSBURGH HOUSE & GARDEN
Registration Number:	2533363	OLD WILLIAMSBURGH CANDLE CORP.
Registration Number:	2745298	CLAIRE'S GARDEN
Registration Number:	2556173	OLD WILLIAMSBURGH

**CORRESPONDENCE DATA**

Fax Number: (212)356-0989  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212 356-0920  
 Email: clustgarten@rosenfact.com  
 Correspondent Name: Chester P. Lustgarten

CH \$215.00 2132383

Address Line 1: 1370 Broadway  
Address Line 2: Rosenthal & Rosenthal, Inc., 2nd Fl  
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Rosenthal & Rosenthal, Inc.
--------------------	-----------------------------

Total Attachments: 4  
source=Old Williamsburgh Trademark Assignment#page1.tif  
source=Old Williamsburgh Trademark Assignment#page2.tif  
source=Old Williamsburgh Trademark Assignment#page3.tif  
source=Old Williamsburgh Trademark Assignment#page4.tif

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Old Williamsburgh Candle Corp., a Delaware corporation (herein referred to as "*Assignor*"), with offices at 143 Alabama Avenue, Brooklyn, NY 11207, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, Assignor and Rosenthal and Rosenthal, Inc. ("*Assignee*") are desirous of Assignee having a security interest and mortgage on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (said Agreement, as it may hereafter be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "*Security Agreement*", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Assignor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1370 Broadway, New York, New York 10018.

IN WITNESS WHEREOF, Assignor has duly executed or caused this Assignment to be duly executed as of December 11, 2003

Old Williamsburgh Candle Corp.

By: \_\_\_\_\_

Name: Yaniv Mazor

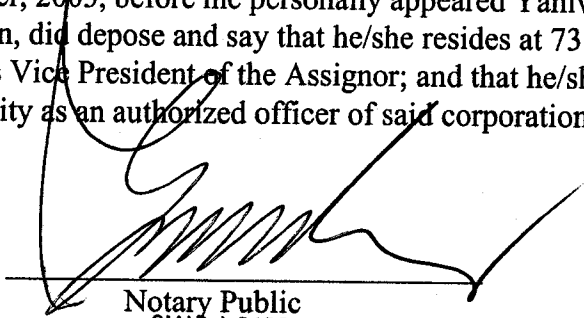
Title: Vice President

TRADEMARK

REEL: 002815 FRAME: 0676

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 11 day of December, 2003, before me personally appeared Yaniv Mazor, to me known, who, being by me duly sworn, did depose and say that he/she resides at 73 Morrison Street, Closter, NJ and that he/she is Vice President of the Assignor; and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.



Notary Public  
OMAR J. BARBERO  
NOTARY PUBLIC, State of New York  
No. 41-4799597  
Qualified in Queens County  
Commission Expires July 31, 2005

SCHEDULE 2-A

Schedule 2-A to  
Security Agreement

<u>TRADEMARK:</u>	<u>REGISTRATION #</u>	<u>SERIAL #</u>
Skeeter Beeter	2132383	75225915
Old Williamsburgh House & Garden Fine Fragrances for the Home	2697863	78095558
Aroma Dreams	2298087	75571518
Air Scents (in dispute)		
Country Dream	2167783	75355097
American Craft		
Old Williamsburgh House & Garden	2732005	78073363
Old Williamsburgh Candle Corp.	2533363	75816462
Claire's Garden (in dispute)	2745298	78127841
Old Williamsburgh	2556173	78061711