Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): **Fleet Retail Group Inc. f/k/a Fleet Retail Finance Inc. and BankBoston Retail Finance Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State – Delaware
☐ Other

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

2. Name and address of receiving party(ies)

Madeleine L.L.C.
Street Address: 450 Park Avenue, 28th Floor
City: New York State: NY Zip: 10022
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State - Delaware
☒ Other New York Limited Liability Company

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other -- Assignment of Security Interest in Trademark Collateral

Execution Date: March 9, 2004 and May 14, 2004

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

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes ☒ No ☐

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

Name: Scott M. Kareff, Esq.
Internal Address: Schulte Roth & Zabel

Street Address: 919 Third Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved.....**30**.....

7. Total fee (37 CFR 3.41) **$ 765**

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0675 – Schulte Roth & Zabel

(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.

Scott M. Kareff		May 19, 2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: **8**

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

CH $765.00 500675 75607879

9650879.1

700085795

TRADEMARK SCHEDULE

TRADEMARK	SERIAL/ REGISTRATION NO.	STATUS
ILLUME	2,291,811	Registered
ILLUMINATIONS AND DESIGN	2,165,202	Registered
LIVING BY CANDLELIGHT	2,216,858	Registered
GLOWING SCENTSATIONS	75/607,879	Pending
CANDILICIOUS	75/647,071	Pending
EARTH'S EXPRESSIONS	75/368,548	Pending
STARBRITE	75/599,532	Pending
1-800-CANDLES	75/671,267	Pending
LIVING BY CANDLELIGHT	75/160,082	Pending
LIVING BY CANDLELIGHT	75/865,231	Pending
A YEAR OF CANDLELIGHT	75/314,975	Pending
SACRED SPACE	75/346,669	Pending
RITUALS LIGHT FOR THE SOUL	75/566,525	Pending
RITUALS LIGHT FOR THE SOUL	75/791,303	Pending
THE CANDLE PANTRY	75/727,933	Pending
COLORLIGHTS	75/772,261	Pending
MONET'S GARDEN	75/703,086	Pending
NATURESCAPE	75/727,934	Pending
ONE LIGHT	75/759,604	Pending
ONE LIGHT	75/772,254	Pending
RITES OF PASSAGE	75/772,414	Pending
SACRED SPACE	75/659,503	Pending
WE GLOW ON THE INTERNET	75/691,902	Pending
WE GLOW ON THE WEB	75/691,901	Pending
AMERICA'S PREMIER CANDLE COMPANY	2,086,606	Registered
GLOWING IMPRESSIONS	2,159,375	Registered
MAR AZUL	75/625,298	Pending
STARLIGHT	2,168,066	Registered
STARLIGHT CANDLE COMPANY	78/027,617	Pending
TEMPLE SCENTS	2,447,124	Registered

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of January 8, 2004, by FLEET RETAIL GROUP INC. (formerly known as Fleet Retail Finance Inc. and BankBoston Retail Finance Inc.), a Delaware corporation (the "Assignor"), for the benefit of MADELEINE L.L.C., a New York limited liability company (the "Assignee").

RECITALS:

WHEREAS, A Different Light, Inc. (now known as Illuminations.com, Inc.) ("Illuminations.com") and BankBoston Retail Finance Inc. (now known as Fleet Retail Group Inc.) entered into that certain Loan and Security Agreement dated February 10, 1999 (the "Original Loan Agreement");

WHEREAS, the Original Loan Agreement was amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 5, 2002 by and between Illuminations.com and Assignor (together with the Original Loan Agreement, the "Loan Agreement");

WHEREAS, to secure the Liabilities (as defined in the Loan Agreement), Illuminations.com entered into that certain Amended and Restated Trademark and Trademark Applications Security Agreement, dated as of March 7, 2000 (the "Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on or about September 27, 2000 at Reel/Frame No. 002164/0680;

WHEREAS, pursuant to the Trademark Security Agreement, Illuminations.com created a security interest in favor of Assignor in and to the TM Collateral (as defined in the Trademark Security Agreement), including without limitation the following and all proceeds thereof:

(a) All of Illuminations.com's then owned or existing or thereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on Schedule I annexed hereto, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

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

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

(e) All of Illuminations.com's rights corresponding to any of the foregoing throughout the world.

WHEREAS, the security interest in and to the trademarks and the U.S. registrations and/or applications therefor identified as "Released Trademarks" on Schedule I annexed hereto (the "Released Trademarks") was released pursuant to that certain Termination of Security Interest in Trademarks dated April 5, 2002 by Assignor in favor of Illumiations.com;

WHEREAS, pursuant to that certain Non-Recourse Assignment dated as of January __, 2004 , Assignor sold, assigned and transferred without recourse to Assignee all right, title and interest in, among other things, the Loan Agreement and the Trademark Security Agreement, including without limitation Assignor's security interest in and to the TM Collateral (as defined in the Trademark Security Agreement) (hereinafter, excluding Assignor's security interest in and to the Released Trademarks, the "Assigned Interest"), and Assignee assumed all right, title and interest in same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Assigned Interest.

[remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

FLEET RETAIL GROUP INC.

By: _____
Name: Keith Vercauteren
Title: Vice President

STATE OF ~~NEW YORK~~ Massachusetts
COUNTY OF ~~NEW YORK~~ Suffolk ss.:

On this 4th day of March 2004, before me personally came Keith Vercauteren, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Fleet Retail Group Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Fleet Retail Group, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Mark Jonathan Forti

Mark Jonathan Forti
NOTARY PUBLIC
My commission expires Apr. 1, 2005

9570168.3

Acknowledged and Agreed:

MADELEINE L.L.C.

By: Bob Davenport
Name: Bob Davenport
Title:

STATE OF ~~NEW YORK~~ California
COUNTY OF ~~NEW YORK~~ Los Angeles ss.:

On this 14th day of May 2004, before me personally came Robert Davenport, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Attorney in fact of Madeleine L.L.C., a New York limited liability company, and that he executed the foregoing instrument in the firm name of Madeleine L.L.C., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

ES11 MELONIE JOHNSON
COMM. #1397443
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Feb 1, 2007 ES11

Melonie Johnson

9570168.3

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SCHEDULE I

TRADEMARK	SERIAL/ REGISTRATION NO.	STATUS
ILLUME	2,291,811	Registered
ILLUMINATIONS AND DESIGN	2,165,202	Registered
LIVING BY CANDLELIGHT	2,216,858	Registered
GLOWING SCENTSATIONS	75/607,879	Pending
CANDILICIOUS	75/647,071	Pending
EARTH'S EXPRESSIONS	75/368,548	Pending
STARBRITE	75/599,532	Pending
1-800-CANDLES	75/671,267	Pending
LIVING BY CANDLELIGHT	75/160,082	Pending
LIVING BY CANDLELIGHT	75/865,231	Pending
A YEAR OF CANDLELIGHT	75/314,975	Pending
SACRED SPACE	75/346,669	Pending
RITUALS LIGHT FOR THE SOUL	75/566,525	Pending
RITUALS LIGHT FOR THE SOUL	75/791,303	Pending
THE CANDLE PANTRY	75/727,933	Pending
COLORLIGHTS	75/772,261	Pending
MONET'S GARDEN	75/703,086	Pending
NATURESCAPE	75/727,934	Pending
ONE LIGHT	75/759,604	Pending
ONE LIGHT	75/772,254	Pending
RITES OF PASSAGE	75/772,414	Pending
SACRED SPACE	75/659,503	Pending
WE GLOW ON THE INTERNET	75/691,902	Pending
WE GLOW ON THE WEB	75/691,901	Pending
TERRACE LIGHTS	75/834,132	Abandoned

Released Trademarks

TRADEMARK	SERIAL/ REGISTRATION NO.	FILING DATE
AMERICA'S PREMIER CANDLE COMPANY	2,086,606	8/5/97
GLOWING IMPRESSIONS	2,159,375	5/19/98
MAR AZUL	75/625,298	1/22/99
STARLIGHT	2,168,066	6/23/98
STARLIGHT CANDLE COMPANY	78/027,617	9/26/00
TEMPLE SCENTS	2,447,124	4/24/01