

12-18-2003

Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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REI 1



102626308

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

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

1. Name of conveying party(ies):

First Dominion Capital, L.L.C. **12.12.03**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: 12/08/2003

2. Name and address of receiving party(ies)

Name: Home Fragrance Holdings, Inc.
Internal Address: Suite 300

Street Address: 411 N. Sam Houston Parkway E.
City: Houston State: TX Zip: 77060

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

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 registration number(s):

A. Trademark Application No.(s) 76117627

B. Trademark Registration No.(s) 2549586

Additional number(s) attached Yes No

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

Name: Neal Kaminsky

Internal Address: Porter & Hedges, L.L.P.
Suite 3500

Street Address: 700 Louisiana

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Neal Kaminsky
Name of Person Signing

Signature

12/11/03
Date

Total number of pages including cover sheet, attachments, and document: 6

12/17/2003 LHWELLER 00000103 76117627

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

01 FC:8521
02 FC:8522

40.00 OP
325.00 OP

TRADEMARK
REEL: 002881 FRAME: 0440

Continuation of Item 4A – Additional Trademark Application Numbers:

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	DISTINCTIONS	76117627	08/28/00
USA	LONE STAR CANDLE COMPANY	75935761	03/03/00
USA	FAROY	75883245	12/29/99
USA	STYLIZED LETTER "F" [Design Only]	75882903	12/29/99
USA	SURROUNDINGS	75815751	10/05/99

Continuation of Item 4B – Additional Registered Trademark Numbers:

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	NO ONE CAN HOLD A CANDLE TO US	2549586	03/19/02
USA	CANDLE WAREHOUSE	2584773	06/25/02
USA	CANDLE WAREHOUSE	2575636	06/04/02
USA	CANDLE WAREHOUSE	2644752	10/29/02
USA	CANDLE WAREHOUSE	2644751	10/29/02
USA	CANDLE WAREHOUSE	2469822	07/17/01
USA	S SURROUNDINGS	2086707	08/12/97
USA	SURROUNDINGS	1843433	07/05/94
USA	SURROUNDINGS	1843417	12/24/92

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 8, 2003 by First Dominion Capital, L.L.C., a Delaware limited liability company, as Agent (“**Releasing Party**”).

WITNESSETH:

WHEREAS, the Releasing Party and Home Fragrance Holdings, Inc., a Delaware corporation (“**Borrower**”), were parties to (i) that certain Security Agreement dated as of October 14, 1998 (the “**Security Agreement**”) and (ii) that certain Agreement (Trademark) dated as of December 31, 2002 (the “**Trademark Agreement**”), pursuant to which Borrower granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Borrower, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on May 23, 2003, at Reel 002739, Frame 0047; and

WHEREAS, the Borrower has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications of the Borrower and reassign the same to the Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Releasing Party hereby releases its security interests in all of the Borrower’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

2. Releasing Party hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by Releasing Party, all of Releasing Party's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, the Releasing Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

FIRST DOMINION CAPITAL, L.L.C.,

as Agent

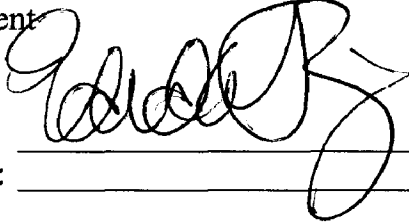
By: 
Name: _____
Title: _____

EXHIBIT A

Registered Trademarks

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Trademark Applications

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