

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgement and Coexistence Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Candle Acquisition Co.		03/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Starlume, Inc.		
Street Address:	2000 West 94th Street		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2291811	ILLUME	
Registration Number:	2906293	ILLUME	
CORRESPONDENCE DATA			
Fax Number:	(415)772-6268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 772-6000		
Email:	john.wilson@hellerehrman.com		
Correspondent Name:	John C. Wilson / Heller Ehrman LLP		
Address Line 1:	333 Bush Street		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	20106-0010		
NAME OF SUBMITTER:	John C. Wilson		
Signature:	/John C. Wilson/		
Date:	04/03/2006		

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Total Attachments: 10

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ACKNOWLEDGEMENT AND COEXISTENCE AGREEMENT

This Acknowledgement and Coexistence Agreement (the "Agreement") is dated as of ~~January~~ ^{March (4)} 2006, by and between Candle Acquisition Co. d/b/a "Illuminations," a Delaware corporation ("CAC"), and Starlume, Inc., a Delaware corporation ("Starlume").

WHEREAS, pursuant to the "IP License Agreement" dated as of March 15, 2002 (the "Existing License"), Old Canco, Inc., f/k/a Illuminations.com, Inc. ("Old Illuminations"), granted to Starlume the exclusive right to use the mark ILLUME in connection with the manufacture, distribution and sale of the goods and services set forth on Exhibit A to the License (defined below) (collectively, the "Licensed Products") and Starlume has thereafter continuously so used the mark ILLUME;

WHEREAS, CAC has acquired from the bankruptcy estate of Old Illuminations each of the marks listed on Exhibit A hereto (the "CAC Marks"), including the mark ILLUME;

WHEREAS, CAC has granted a trademark license to Starlume pursuant to that certain IP License Agreement dated January __, 2006 between the parties (the "License"), for use of the mark ILLUME in connection with the Licensed Products;

WHEREAS, CAC and Starlume wish to describe their respective rights to use the mark ILLUME and the other CAC Marks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Acknowledgement; Agreement to Coexist

1.1 Starlume acknowledges that the CAC Marks and all rights therein, are the sole and exclusive property of CAC, its successors and assigns. Starlume agrees that it shall not assert any rights in the mark ILLUME against CAC or CAC's past, present or future use of any of the other CAC Marks, including without limitation the mark ILLUMINATIONS, or otherwise object to, challenge or interfere with CAC's past, present or future use of any of the CAC Marks, including without limitation the mark ILLUMINATIONS.

1.2 For so long as the term of the License is in effect, CAC agrees that CAC shall not assert any rights it may have in the mark ILLUMINATIONS against Starlume's use of the mark ILLUME, provided that the License has not been terminated in accordance with its terms and that such use of the mark ILLUME by Starlume is consistent with the terms and conditions of the License.

1.3 Starlume's rights in the mark ILLUME are limited to the form ILLUME, and Starlume shall not use or register or have any other rights whatsoever in the mark ILLUMINATIONS or any of the other CAC Marks.

1.4 Starlume shall not use or register or exercise any other rights whatsoever with respect to the mark ILLUMINATIONS or any of the other CAC Marks for any reason. Starlume acknowledges that all of its rights in the mark ILLUME are expressly subject to the License and that the mark ILLUME and all rights therein, are the sole and exclusive property of CAC, its successors and assigns. All rights in the mark ILLUME not expressly granted to Starlume under the License are reserved by and shall remain CAC's exclusive property.

1.5 Starlume and CAC each acknowledges that a timely Combined Declaration of Use and Incontestability has been filed with the U.S. Patent and Trademark Office with respect to the registration of the Mark, but that no notice of acceptance has been received as of the date of this Agreement. Neither Starlume nor CAC represents, warrants or covenants that a notice of acceptance will be received after the date hereof, and neither Starlume nor CAC shall have any liability in the event a notice of acceptance is not received.

2. Term

2.1 The term of this Coexistence Agreement shall be perpetual, provided however that CAC's obligations with respect to Starlume's rights in the mark ILLUME pursuant to Section 1.2 hereof shall be coterminous with the License and shall have no force and effect with respect to Starlume's use of the mark ILLUME at any time after termination of the License, except as such use is expressly permitted by paragraph 11.1 of the License.

3. Not a Partnership

3.1 This Agreement is not intended to create, and shall not be construed to create, a joint venture, a partnership, or any other similar relationship between the parties, nor shall this Agreement be construed to create any rights in any third parties. This Agreement shall not be construed as constituting either party as an agent of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligations or responsibility, express or implied, on behalf of the other party or to bind such other party in any manner or thing whatsoever. Each party hereto shall conduct its own business at its own risk and expense and for its own account in the status of an independent contractor.

4. Miscellaneous

4.1 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent as follows:

To CAC: President
Candle Acquisition Co.
d/b/a "Illuminations"
1995 South McDowell
Petaluma, CA 94954
Facsimile: (707) 776-2097

with a required copy to: DLA Piper Rudnick Gray Cary US LLP
333 Market Street, Suite 3200
San Francisco, CA 94105-2150
Attn: Robb A. Scott, Esq.
Facsimile: (415) 442-0856

To Starlume: Chief Executive Officer
Starlume, Inc.
2000 West 94th Street
Bloomington, MN 55431
Facsimile: (952) 885-2776

with a required copy to: Heller Ehrman LLP
333 Bush Street
San Francisco, CA 94104
Attn: Beth M. Goldman, Esq.
Facsimile: (415) 772 6268

or to such other address as the person to whom notice is to be given may have specified in a notice duly given to the sender as provided herein.

4.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to choice of law principles.

4.3 Headings. Section and Article headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

4.4 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors in interest or the assigns of the parties hereto with the same effect as is mentioned in each instance where the party hereto is named or referred to.

4.5 Expenses. Unless otherwise expressly provided herein, each of the parties hereto shall bear the expenses incurred by that party incident to this Agreement and the transactions contemplated hereby, including without limitation all fees and disbursements of counsel and accountants obtained by such party.

4.6 Entire Agreement and Amendment. This Agreement represents the only agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements made by the parties and their affiliates with respect to the subject matter hereof (other than any written agreements and other documents entered into or delivered by the parties and their affiliates contemporaneously with this Agreement). This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by a written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought. Waiver by either party of any breach or default hereunder by the other party shall not operate as a waiver of any other breach or default whether similar to or different from the breach or default waived.

4.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding upon the parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

4.8 Miscellaneous Construction Provisions. In the event any provision of this Agreement is found to be unenforceable or invalid, such provision shall be severable from this Agreement if it is capable of being identified with and apportioned to reciprocal consideration or to the extent that it is a provision which is not essential and the absence of which would not have prevented the parties from entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
as of the date first above written.

CANDLE ACQUISITION CO. d/b/a "Illuminations"

By: Brian J. Fable
President

STARLUME, INC.

By: _____
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
as of the date first above written.

CANDLE ACQUISITION CO. d/b/a "Illuminations"

By: _____
President

STARLUME, INC.

By: Charles J. [Signature]
~~Chief Executive Officer~~
Chairman

Exhibit A
The CAC Marks

Mark	Country	Status	File Date	Appl No.	Reg. Date	Reg. No.	Class & Goods/Services
ILLUME	Canada	Registered	12/5/2000	1085169	4/24/2003	579808	CANDLES CANDLE AND INCENSE ACCESSORIES, NAMELY, CANDLE AND INCENSE HOLDERS, CANDLE RINGS, CANDLE STICKS AND CANDLE SNUFFERS NOT OF PRECIOUS METAL CANDLE AND INCENSE ACCESSORIES, NAMELY, CANDLE AND INCENSE HOLDERS, CANDLE RINGS, CANDLE STICKS AND CANDLE SNUFFERS RETAIL SHOP SALES, MAIL ORDER SALES AND WHOLESALE DISTRIBUTION SALES FEATURING CANDLES AND CANDLE ACCESSORIES
ILLUME	U.K.	Registered	12/8/2000	2255311	12/7/2001	2255311	4 - ILLUMINANTS: LANTERNS; OIL LAMPS; CANDLES AND WICKS 21 - HOLDERS AND STANDS FOR LAMPS, LANTERNS AND CANDLES 35 - THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, OF A VARIETY OF GOODS; ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE THOSE GOODS IN A RETAIL ILLUMINANT ACCESSORIES STORE, FROM A GENERAL MERCHANDISE WEB SITE AND CATALOGUE BY MAIL ORDER OR BY MEANS OF TELECOMMUNICATIONS
ILLUME	U.S.	Registered	10/18/1995	75/00,063	11/18/1998	2,291,811	4 - CANDLES 21 - CANDLE AND INCENSE ACCESSORIES, NAMELY, CANDLE AND INCENSE HOLDERS, CANDLE RINGS, CANDLE STICKS AND CANDLE SNUFFERS NOT OF PRECIOUS METAL 35 - RETAIL SHOP SALES, MAIL ORDER SALES AND WHOLESALE DISTRIBUTION SALES FEATURING CANDLES AND CANDLE ACCESSORIES
ILLUME	U.S.	Registered	5/9/2003	78/248,082	11/30/2004	2,906,298	3 - PERSONAL CARE PRODUCTS, NAMELY, SHOWER AND BATH GEL, HAND AND BODY AND FACE LOTION, HAND AND BODY AND FACE SOAP, AND BATH SALTS
ILLUMINATIONS	Canada	Registered	11/17/1998	886658	1/6/2000	521088	CANDLES, CANDLE HOLDERS, CANDLE RINGS
ILLUMINATIONS	U.S.	Registered	9/5/2003	78/296,412	10/12/2004	2,893,431	4 - CANDLES 21 - CANDLE HOLDERS MADE OF NON-PRECIOUS METAL 35 - RETAIL STORE SERVICES, ONLINE RETAIL STORE SERVICES, AND MAIL ORDER CATALOG SERVICES FEATURING CANDLES, CANDLE HOLDERS AND ACCESSORIES, GIFT ITEMS, TABLETOP DECORATIONS, MIRRORS, FURNITURE, CRYSTAL, AND PICTURE FRAMES

Mark	Country	Status	File Date	Appl No.	Reg. Date	Reg. No.	Class & Goods/Services
ILLUMINATIONS Japan and Design	Japan	Registered	4/7/1999	2994199	7/7/2000	4397159	4 - CANDLES 35 - RETAIL SERVICES VIA INTERNET; INFORMATION SERVICES REGARDING RETAIL SERVICES; MAIL ORDER SERVICES
ILLUMINATIONS U.K. and Design	U.K.	Registered	12/18/2000	2256128	2/1/2002	2256128	4 - ILLUMINANTS; CANDLES AND WICKS 11 - LANTERNS AND OIL LAMPS 21 - HOLDERS AND STANDS FOR LAMPS, LANTERNS AND CANDLES 35 - THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, OF A VARIETY OF GOODS, ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE THOSE GOODS IN A RETAIL ILLUMINANT ACCESSORIES STORE, FROM A GENERAL MERCHANDISE WEBSITE AND A GENERAL MERCHANDISE CATALOGUE BY MAIL ORDER OR BY MEANS OF TELECOMMUNICATIONS
ILLUMINATIONS U.S. and Design	U.S.	Registered	10/23/1999	75/186,147	6/16/1998	2,166,202	4 - CANDLES 35 - CANDLE RETAIL STORE SERVICES
ILLUMINATIONS U.K. CANDLELIT BATH	U.K.	Pending	1/25/2005	2382863			3 - BATH, HAND AND FACE SOAPS; ESSENTIAL OILS, GELS, CREAMS AND LOTIONS FOR BATH AND PERSONAL USE; LINEN WATER-SPRAY; COLOGNE AND PERFUME BODY SPRAY; BUBBLE BATH AND BATH SALTS (NON-MEDICATED) 4 - CANDLES AND WICKS FOR CANDLES AND OIL LAMPS; LIGHTING OILS; OILS FOR LAMPS, OILS FOR LANTERNS AND TORCHES 5 - AIR FRESHENERS; MEDICATED PRODUCTS FOR PERSONAL HYGIENE
							21 - CANDELABRA, CANDLE HOLDERS AND CANDLESTICKS; CANDLE RINGS AND CANDLE EXTINGUISHERS, NONE OF THE AFORESAID BEING OF PRECIOUS METAL

Mark	Country	Status	File Date	Appl No.	Reg. Date	Reg. No.	Class & Goods/Services
ILLUMINATIONS U.K. CANDLELIT GARDEN	U.K.	Pending	1/25/2005	2382882			<p>4 - CANDLES AND WICKS FOR CANDLES AND OIL LAMPS; LIGHTING OILS; OILS FOR LAMPS, OILS FOR LANTERNS AND TORCHES</p> <p>21 - CANDELABRA, CANDLE HOLDERS AND CANDLESTICKS; CANDLE RINGS, AND CANDLE EXTINGUISHERS, NONE OF THE AFORESAID BEING OF PRECIOUS METAL</p> <p>35 - THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CANDLES, FUEL BURNING LAMPS, LANTERNS AND TORCHES, AND GOODS RELATING THERETO, ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE SUCH GOODS IN A RETAIL ILLUMINANT ACCESSORY STORE, A CONVENIENCE STORE, OR A DEPARTMENT STORE, FROM A GENERAL MERCHANDISE WEBSITE OR FROM A CHANDLERY OR GENERAL MERCHANDISE CATALOGUE BY MAIL ORDER, OR BY MEANS OF TELECOMMUNICATIONS</p>
ILLUMINATIONS	Canada	Pending	9/20/2004	1230888			<p>CANDLES; CANDLEHOLDERS, NOT MADE OF PRECIOUS METAL.</p> <p>MAIL ORDER CATALOG SERVICES FEATURING CANDLES, CANDLE HOLDERS AND ACCESSORIES, GIFT ITEMS, TABLETOP DECORATIONS, MIRRORS, FURNITURE, CRYSTAL, AND PICTURE FRAMES.</p> <p>RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES FEATURING CANDLES, CANDLE HOLDERS AND ACCESSORIES, GIFT ITEMS, TABLETOP DECORATIONS, MIRRORS, FURNITURE, CRYSTAL, AND PICTURE FRAMES.</p>