

**TRADEMARK ASSIGNMENT**

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

OP \$65.00 2291811

Date:

04/03/2006

**Total Attachments: 6**

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## CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (the "Agreement"), effective as of ~~January~~<sup>March 14</sup> \_\_, 2006, is entered into by and between STARLUME, INC., a Delaware corporation ("Starlume"); and MADELEINE, LLC, a New York limited liability company ("Madeleine") (each, a "Party" and, collectively, the "Parties").

WHEREAS, Candle Acquisition Co. d/b/a "Illuminations," a Delaware corporation ("CAC"), a wholly-owned subsidiary of Madeleine, has on the date hereof acquired from the chapter 7 bankruptcy estate (the "Estate") of Old Canco, Inc., f/k/a Illuminations.com, Inc. ("Old Illuminations"), free and clear of any and all liens, security interests, encumbrances, interests, liabilities, and claims of any kind or nature whatsoever, and free and clear of any successor or transferee liabilities (past, present, or future), and now owns, the "Assets" as defined in the "Purchase and Sale Agreement" (the "PSA") dated as of January \_\_, 2006, by and between Richard K. Diamond (the "Trustee"), trustee in bankruptcy for the Estate, as seller, on the one hand, and CAC, Madeleine, and Starlume, as co-buyers, on the other hand; and

WHEREAS, Madeleine holds security interests (collectively, as they may be amended, supplemented, or otherwise modified from time to time, the "Madeleine Security Interests") in the Assets, now owned and hereafter acquired, including without limitation a security interest in the Assets assigned to Madeleine by Fleet Retail Group, Inc. pursuant to the "Assignment of Security Interest in Trademark Collateral" dated January 8, 2004, and Madeleine has consented to the transfer of the Assets by the Estate to CAC pursuant to the PSA free and clear of the Madeleine Security Interests on the terms and conditions set forth in that certain Limited Consent of even date herewith; and

WHEREAS, pursuant to the "Trademark Assignment and Security Agreement" dated of even date herewith (as it may be amended, supplemented, or otherwise modified from time to time, the "CAC/Starlume Security Agreement"), Starlume holds a security interest (as it may be amended, supplemented, or otherwise modified from time to time, the "CAC/Starlume Security Interest") granted by CAC securing CAC's "Secured Obligations" (as defined in the CAC/Starlume Security Agreement) in all of CAC's now owned and hereafter acquired or arising right, title, and interest in, to, and under all of the following (collectively, the "Collateral"):

- (a) the trademark "ILLUME," the goodwill associated with the mark "ILLUME," and all related rights, including without limitation all existing and future registrations and applications therefor (including without limitation Reg. Nos. 2291811 and 2906293 for candles, candle and incense accessories, retail and wholesale services in the field of candles and candle accessories, and personal care products, namely, shower and bath gel, hand and body and face lotion, hand and body and face soap, and bath salts) filed in the United States Patent and Trademark Office, any State of the United States, or any similar offices in any

other country or any political subdivision thereof, and all extensions, reissues, or renewals thereof;

(b) all rights, contracts, agreements, licenses (including without limitation the "IP License Agreement" (as it may be amended, supplemented, or otherwise modified from time to time the "License") dated of even date herewith, between CAC, as "Grantor," and Starlume, as "Licensee"), claims, and causes of action (including without limitation any past, present, and future claims and causes of action for infringement, dilution, misappropriation, violation, or misuse and the right to collect damages therefor) arising out of or related to the trademark "ILLUME" or the License;

(c) all books and records concerning or relating to any other Collateral;

(d) all additions, improvements, and accessions to any other Collateral;

(e) all income, royalties, and other payments now or hereafter payable with respect to any other Collateral; and

(f) any and all Proceeds of any of the foregoing;

and

WHEREAS, the Parties are entering into this Agreement in accordance with the letter agreement among CAC, Starlume, and Madeleine dated as of November 14, 2005 (as it may be amended, supplemented, or otherwise modified from time to time, the "Letter Agreement").

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and for good and valuable consideration, the receipt of which is hereby confirmed, the Parties hereto agree as follows:

1. Madeleine acknowledges and agrees that the CAC/Starlume Security Interest is, and (subject to section 5 of this Agreement) shall at all times and for all purposes be, a first priority security interest in the Collateral senior to any and all security interests and liens that Madeleine has or may have in the Collateral, including without limitation the Madeleine Security Interests; and Madeleine hereby subordinates any and all security interests and liens that Madeleine has or may have in the Collateral to the CAC/Starlume Security Interest. The subordination and priorities provided for in this paragraph shall be applicable irrespective of the time or order of attachment or perfection of the security interests referred to herein, and irrespective of the time or order of filing of any financing statements or of any recording of any security documents.

2. Madeleine hereby consents to the CAC/Starlume Security Interest.

3. Madeleine will not assign any or all of the Madeleine Security Interests or any other security interests or liens that it has or may have in the Collateral unless the assignee shall have agreed in writing to assume this Agreement and be bound hereby.

4. The Parties shall each execute and deliver such other documents and instruments (including without limitation UCC financing statement amendments and trademark office filings) as may be reasonably requested by the other Party hereto to carry out the purposes of this Agreement. The Parties agree that they will not undertake any action that would have the effect, directly or indirectly, of frustrating or impairing the intended operation and effect of this Agreement. This Agreement shall not be altered or otherwise affected by any modification, renewal, or extension of any obligation secured under the Madeleine Security Interests or any other security interest held by Madeleine or the CAC/Starlume Security Interest, or by any action or inaction the Parties may take or fail to take in respect of the Collateral.

5. This Agreement shall terminate automatically, and Madeleine's subordination to the CAC/Starlume Security Interest and the other obligations of Madeleine hereunder shall be of no further force and effect, upon the first to occur of the following: (a) the License shall have been effectively terminated by CAC in accordance with either Section 10.1 or Section 10.2 of the License; or (b) the CAC/Starlume Security Interest shall have effectively terminated pursuant to Sections 5.12(a)(i) or (ii) of the CAC/Starlume Security Agreement.

6. In the event that any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intention of the Parties, and the remainder of this Agreement shall continue in full force and effect, subject to Section 5 of this Agreement.

7. Whenever in this Agreement any of the Parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such Party; and all covenants, promises, and agreements by or on behalf of each Party that are contained in this Agreement shall bind and inure to the benefit of that Party's respective successors and assigns. Each of the Parties and its respective counsel have participated in the drafting of this Agreement and agree that no Party shall be deemed the drafting Party for purposes of resolving any ambiguities herein.

8. This Agreement and the other agreements, contracts, documents, and instruments which are, or are to be, entered into pursuant to the Letter Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and merges any and all previous written or oral negotiations, agreements, contracts, commitments, and writings between the Parties hereto. This Agreement may be amended, but only in writing, signed on behalf of the Party against which enforcement of the amendment is sought. This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile with the same force and effect as an original signature.

9. Each of the undersigned represents and warrants that the undersigned has been duly authorized to execute this Agreement and that the execution, delivery, and performance of this Agreement have been duly and validly authorized by all necessary corporate action.


10. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. If any dispute relating to this Agreement should result in litigation, then the prevailing Party in such litigation shall be reimbursed by the non-prevailing Party for all reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation.

11. In the event of a conflict between the provisions of this Agreement, on the one hand, and the Letter Agreement, on the other hand, this Agreement shall control.

12. Except as expressly set forth in this Agreement, the subordination of Madeleine's security interests herein shall have no effect whatsoever on the validity, perfection, or priority of Madeleine's claims and security interests and Madeleine's rights to assign its claims and security interests, including without limitation with respect to any of Madeleine's claims and security interests against (a) Old Illuminations or any of its assets, including without limitation the proceeds of the Assets paid by Starlume to the Trustee pursuant to the PSA, (b) CAC or any of its assets, or (c) any other party or assets.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

STARLUME, INC.

By: 

Name: CHARLES A. GREENBERG

Title: CHAIRMAN

Starlume, Inc.  
2000 West 94<sup>th</sup> Street  
Bloomington, MN 55431

MADELEINE, LLC

By: Paul J. [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Madeleine, LLC

450 Park Avenue, 28th Floor

New York, NY 10022

**CAC ACKNOWLEDGES THE FOREGOING  
AGREEMENT AND AGREES TO TREAT THE  
PARTIES IN ACCORDANCE THEREWITH:**

**CANDLE ACQUISITION CO.  
D/B/A "ILLUMINATIONS"**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Candle Acquisition Co.

d/b/a "Illuminations"

1995 South McDowell

Petaluma, CA 94954

MADELEINE, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Madeleine, LLC  
450 Park Avenue, 28th Floor  
New York, NY 10022

**CAC ACKNOWLEDGES THE FOREGOING  
AGREEMENT AND AGREES TO TREAT THE  
PARTIES IN ACCORDANCE THEREWITH:**

CANDLE ACQUISITION CO.  
D/B/A "ILLUMINATIONS"

By: Brian LaLiberte

Name: Brian LaLiberte

Title: PRESIDENT

Candle Acquisition Co.  
d/b/a "Illuminations"  
1995 South McDowell  
Petaluma, CA 94954