

11-28-2006



ET

103341799

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11.27.06

**1. Name of conveying party(ies):**

Candle Lamp Company, LLC  
Candle Lamp Holdings, LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) October 25, 2006

- Assignment
- Security Agreement
- Other Ack of Intel. Prop. Collateral Lien
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CapitalSource Finance LLC  
 Internal  
 Address: Attn: Shaila Lakhani Ohri  
 Street Address: 4445 Willard Ave., 12th Floor  
 City: Chevy Chase  
 State: Maryland  
 Country: USA Zip: 20815

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/755,442; 78/754,577; 76666920

B. Trademark Registration No.(s)  
2,649,195; 2,367,480; 2,286,426; 1,977,907; 1,969,608; 1,902,324

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Lois S. LeBar, Analyst  
 Internal Address: Morgan, Lewis & Bockius LLP  
 Street Address: 300 South Grand Avenue, 22nd Floor  
 City: Los Angeles  
 State: California Zip: 90071-3132  
 Phone Number: 213.612.7331  
 Fax Number: 213.612.2501  
 Email Address: llebar@morganlewis.com

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

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature  
 10. Lois S. LeBar, Analyst  
 300 South Grand Ave  
 Los Angeles, CA 90071-3132

November 20, 2006  
Date

11/27/2006 DBYRNE 00000115 78755442

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ATTACHMENT TO  
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY  
COLLATERAL LIEN – CANDLE LAMP**

4. B. Trademark Registration Nos. (continuation from page 1)

1,815,636; 1,749,759; 76/452,694; E-LUMINATE

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of October 25, 2006, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide certain Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Term Loan to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings in assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property**

**Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

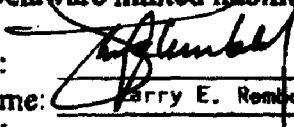
- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CANDLE LAMP COMPANY, LLC,**  
a Delaware limited liability company

By:   
Name: Larry E. Rembold  
Title: Chief Executive Officer

**CANDLE LAMP HOLDINGS, LLC,**  
a Delaware limited liability company

By: Westar Capital Associates II, LLC, as manager

By: \_\_\_\_\_  
Name: Kenneth D. Hubbs  
Title: Active Member

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Yolo

SS.

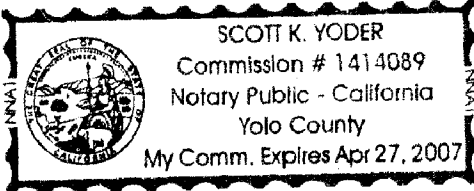
On October 17, 2006, before me, Scott K. Yoder, Notary Public

Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared LARRY E. Rembold

Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Scott K. Yoder  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of Intellectual Property Collateral Lien

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

*Acknowledgement of IP Collateral Lien*  
*CapitalSource - Candle Lamp*  
P.A. 003708.2

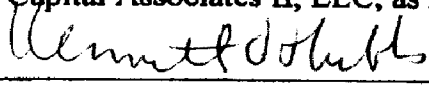
IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

**CANDLE LAMP COMPANY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Larry E. Rembold  
Title: Chief Executive Officer

**CANDLE LAMP HOLDINGS, LLC,**  
a Delaware limited liability company

By: Westar Capital Associates II, LLC, as manager

By:   
Name: Kenneth D. Hubbs  
Title: Active Member

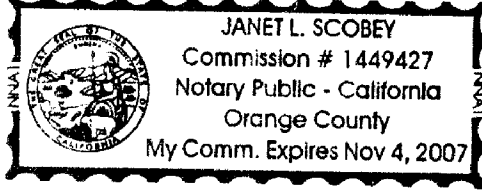
**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF California )  
COUNTY OF Orange ) SS.

On October 18, 2006, before me, Janet L. Scobey, Notary Public  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Kenneth D. Hubbs  
Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janet L. Scobey  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- Individual
- Corporate Officer

---

- Partner(s)  Limited  General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

**Acknowledgement of Intellectual Property Collateral Lien**

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number Of Pages

\_\_\_\_\_ Date Of Document


\_\_\_\_\_ Signer(s) Other Than Named Above

Signer is representing:  
Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_



Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By:   
Name: Shaila Lakhani Ohri  
Title: Senior Counsel

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF MARYLAND)

) SS.

COUNTY OF MONTGOMERY)

On October 12, 2006, before me, Leanne Ladd Notary Public,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Shaila L. Onri,  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- Individual
- Corporate Officer

Title(s)

- Partner(s)  Limited  General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

**Acknowledgement of Intellectual Property  
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

**SCHEDULE I**

to

**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN****TRADEMARK REGISTRATIONS****A. REGISTERED TRADEMARKS**

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Candle Lamp Company, LLC	POWER PAD	11/12/2002	Current	2,649,195
Candle Lamp Company, LLC	CANDLE LAMP	07/18/2000	Current	2,367,480
Candle Lamp Company, LLC	POWER WICK	10/12/1999	Current	2,286,426
Candle Lamp Company, LLC	POWER "PLUS" HEAT	06/04/1996	Current	1,977,907
Candle Lamp Company, LLC	POWER HEAT	04/23/1996	Current	1,969,608
Candle Lamp Company, LLC	HEAT-IT	07/04/1995	Current	1,902,324
Candle Lamp Company, LLC	SAFE HEAT	01/11/1994	Current	1,815,636
Candle Lamp Company, LLC	SAFE HEAT	02/02/1993	Current	1,749,759
Candle Lamp Company, LLC	PERSONAL CUP	09/25/2002	Abandoned	76/452,694
Candle Lamp Company, LLC	E-LUMINATE		Current	

**B. TRADEMARK APPLICATIONS**

<u>Grantor</u>	<u>Trademarks</u>	<u>Application Date</u>	<u>Status</u>	<u>Serial No.</u>
Candle Lamp Company, LLC	PRO COOK	11/16/2005	Current	78/755,442
Candle Lamp Company, LLC	FUEL YOUR IMAGINATION	11/15/2005	Current	78/754,577
Candle Lamp Company, LLC	SOFT LIGHT	10/02/2006	Current	76666920

C. TRADEMARK LICENSES

None.

*Acknowledgement of IP Collateral Lien*  
*CapitalSource—Candle Lamp*  
LA1:1118580.2

**SCHEDULE II**

**to**

**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

**PATENT REGISTRATIONS**

**A. REGISTERED PATENTS**

<u>Grantor</u>	<u>Patents</u>	<u>Issue Date</u>	<u>Status</u>	<u>Patent No.</u>
Candle Lamp Company, LLC	Heating Fuel Canister	05/11/2004	Current	6,733,281
Candle Lamp Company, LLC	Heating Fuel Cartridge and Method	11/03/1998	Current	5,829,966
Candle Lamp Company, LLC	Disposable Liquid Fuel Burner	01/04/2000	Current	6,010,332
Candle Lamp Company, LLC	Disposable Liquid Fuel Burner	10/22/1996	Current	5,567,146
Candle Lamp Company, LLC	Fuel Oil Lamp and Method of Construction	04/17/1990	Abandoned	4,917,598
Candle Lamp Company, LLC	Disposable Liquid Fuel Burner	07/25/1989	Current	4,850,858

**B. PATENT APPLICATIONS**

None.

**C. PATENT LICENSES**

None.

**SCHEDULE III**

**to**

**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

<u>Grantor</u>	<u>Copyrights</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Candle Lamp Company, LLC	Untitled	09/24/2002	Current	VA-1-042-065

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

Major Account Agreement, executed December 13, 2005, between Candle Lamp Company, LLC (successor-by-merger to STO Corporation) and ADP, Inc.