TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Light House Candles LLC		01/12/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE CIT GROUP/COMMERCIAL SERVICES, INC.
Street Address:	5420 LBJ Freeway, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2162900	GUILD HOUSE
Registration Number:	2908083	MY MOMENTS COLLECTION
Registration Number:	3033069	SCENTSERS
Registration Number:	2880414	SHAKER HILL
Registration Number:	2789660	SWEET TEMPTATIONS
Registration Number:	2541572	TEEN-Y TINS
Serial Number:	77075422	SCENTLICIOUS 6
Serial Number:	77075398	INSTAREEDS
Serial Number:	77075384	INFUSED REEDS
Serial Number:	77075349	AROMAREEDS
Serial Number:	77075324	READY REEDS

OP $290.00 2162900

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	2147581500
Email:	estafford@pattonboggs.com
Correspondent Name:	Darren W. Collins
Address Line 1:	2001 Ross Avenue; Suite 3000
Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024843.0104
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	03/07/2007

Total Attachments: 14
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of the 12th day of January, 2007, by and between LIGHT HOUSE CANDLES LLC, a Delaware limited liability company ("Debtor"), having a mailing address at 800 Gessner, Suite 200, Houston, Texas 77024, and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation ("Lender"), having a mailing address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 or such other place as Lender may designate in writing to Debtor.

BACKGROUND

Lender has entered into a Financing Agreement with Company, dated as of the date hereof (the "Loan Agreement"), which provides for certain credit accommodations from Lender to Debtor. In order to induce Lender to provide the credit accommodations set forth in the Loan Agreement, Debtor agreed to execute and deliver to Lender this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement is being executed in connection with the Loan Agreement under which Lender is granted a lien on and security interest in the Trademarks (as hereinafter defined), whereby Lender shall have the right to foreclose simultaneously on the Trademarks in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Debtor designated on Schedule B hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

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"Secured Obligations" shall mean (i) all Obligations, (ii) all other indebtedness, liabilities and other obligations of Debtor to Lender to now or hereafter existing (including, without limitation, under this Security Agreement), and (iii) all extensions, renewals, modifications, increases and replacements of the forgoing.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Debtor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Debtor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Secured Obligations, Debtor hereby grants and conveys to Lender a security interest in and to (a) the entire right, title and interest of Debtor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Debtor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Debtor's right, title and interest in, to and under the following:

(a) all Licenses, except to the extent prohibited by law or contract;

(b) all accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this Section 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Debtor covenants and warrants that as of the date of this Security Agreement:

(a) To the best of Debtor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Debtor's knowledge, each of the Trademarks is valid and enforceable;

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(c) To the best of Debtor's knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons), except for the Licenses referred to in Schedule B attached hereto and Permitted Encumbrances;

(e) Debtor has the right to enter into this Security Agreement and perform its terms; and

(f) Debtor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. Intentionally Omitted.

5. New Trademarks. If, before the Secured Obligations shall have been paid in full, Debtor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark of any improvement on any Trademark, the provisions of Section 2 shall automatically apply thereto and Debtor shall give Lender prompt written notice thereof. Debtor grants Lender a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Debtor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Secured Obligations are fully satisfied:

(a) Maintenance of Trademarks. Debtor will not do any act, or omit to do any act, where good business judgment dictates otherwise whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall take appropriate action at its expense, where good business judgment calls for the same, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule B.

(b) Indemnification. (A) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Debtor will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off,

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counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Debtor, and all such obligations of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Lender.

(c) Limitations on Modifications of Licenses. Debtor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(d) Notices. Debtor will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

7. Lender's Appointment as Attorney-in-Fact.

(a) Debtor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Debtor, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any

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and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect the interests of the Lender in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for its own willful misconduct or gross negligence.

(c) Debtor also authorizes Lender to execute, in connection with the sale provided for in Section 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Debtor is executing and delivering to Lender, in the form of Schedule C hereto, six (6) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Section 7 hereof.

9. Performance by Lender of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Debtor to Lender on demand and shall constitute Secured Obligations.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

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(i) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Lender shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor, be turned over to Lender, in the same form as received by Debtor (duly endorsed by Debtor to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Debtor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Secured Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Secured Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Code. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Secured Obligations and the enforcement of any of Lender's respective rights hereunder.

11. Termination. At such time as Debtor shall completely pay in full all of the Secured Obligations and the Loan Agreement is terminated, this Security Agreement shall terminate and Lender shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Notices. Any notice to Lender shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Lender at its address as provided in the Loan Agreement. Any notice to Debtor hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Debtor at its address as provided in the Loan Agreement.

13. No Waiver. No course of dealing between the Debtor and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction,

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then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Sections 5 and 7.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

19. Second Lien Loan Intercreditor Agreement. The provisions of this Security Agreement are subject to the provisions of the Second Lien Loan Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement under seal as of the day and year first above written.

LIGHT HOUSE CANDLES LLC

By: _____
Name: Tom Gaines
Title: CEO

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
: ss.:
COUNTY OF Harris)

Before me, the undersigned, on this 11th day of January, 2007, personally appeared Tom Gaines, to me known personally, and who being by me duly sworn, deposes and says that he is the CEO of Light House Candles LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said limited liability company.

PATRICIA E. PARKER
Notary Public, State of Texas
My Commission Expires
April 17, 2007

Patricia Parker
Notary Public
My Commission Expires: 4-17-07

STATE OF TEXAS)
: ss.:
COUNTY OF DALLAS)

Before me, the undersigned, on this ____ day of January, 2007, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he is _____ of The CIT Group/Commercial Services Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
My Commission Expires:

Signature Page to Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement under seal as of the day and year first above written.

LIGHT HOUSE CANDLES LLC

By:_____
Name:_____
Title:_____

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: [signature]
Name: JOHN DIXON
Title: VICE PRESIDENT

STATE OF TEXAS)
: ss.:
COUNTY OF _____)

Before me, the undersigned, on this ____ day of January, 2007, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he is the _____ of Light House Candles LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public
My Commission Expires:

STATE OF TEXAS)
: ss.:
COUNTY OF DALLAS)

Before me, the undersigned, on this 12th day of January, 2007, personally appeared John T. Dixon, to me known personally, and who being by me duly sworn, deposes and says that he is Vice President of The CIT Group/Commercial Services Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC STATE OF TEXAS
JOANN CRAW
Notary Public, State of Texas
My Commission Expires 11-25-09

JoAnn Craw
Notary Public
My Commission Expires: 11/25/09

Signature Page to Trademark Collateral Security Agreement

Schedule A - Trademarks

Part I – Trademarks Acquired in connection with the American Greetings Purchase Agreement:[1]

TM Rights (Grouped by mark) + Status + Goods — Report Date: 11/ Page 1

Mark: GUILD HOUSE

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
25977	Mexico	AGC, Inc.	348698	595376	Registered	04	candles
25978	Mexico	AGC, Inc.	348599	595377	Registered	21	candleholders
21216	United States	AGC, Inc.	243271	2162900	Registered	04	candles

Mark: MY MOMENTS COLLECTION (Stylized)

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
27002	United States	AGC, Inc.	76/564664	2908083	Registered	4, 21	candles candleholders not of precious metals

Mark: ScentSers

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
27096	United States	AGC, Inc.	78/397701	3033069	Registered	4, 21	04/non-wick candles 21/resin burners for melting candles

Mark: SHAKER HILL

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
26875	United States	AGC, Inc.	78/232545	2880414	Registered	4	candles
26878	Canada	AGC, Inc.	1172910	641241	Registered	4	candles

Mark: SWEET TEMPTATIONS

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
26779	United States	AGC, Inc.	76/459543	2789660	Registered	4	candles

Mark: TEEN-Y-TINS

ID	Country	Reg. Owner	App. #	Reg. #	Status	Class	Goods & Services
26226	United States	AGC, Inc.	76/033351	2541572	Registered	4	candles
26284	Canada	AGC, Inc.	1055601	561250	Registered	4	candles

[1] These trademarks have been transferred to Light House Candles LLC pursuant to the Asset Purchase Agreement between American Greetings Corporation and Light House Candles LLC dated December 22, 2006. Assignments are being filed with the U.S. Patent and Trademark Office, or the equivalent foreign agency if the trademark is registered in a country other than the U.S., naming Light House Candles LLC as registered owner.

Part II – Other Trademarks:

Trademarks					
Mark	Country	Reg. Owner	App #	Reg #	Status
Scentlicious 6	United States	Gaines Group LLC	77075422		Filed
InstaReeds	United States	Gaines Group LLC	77075398		Filed
Infused Reeds	United States	Gaines Group LLC	77075384		Filed
AromaReeds	United States	Gaines Group LLC	77075349		Filed
Ready Reeds	United States	Gaines Group LLC	77075324		Filed

Schedule B – Licenses

None

SCHEDULE C

SPECIAL POWER OF ATTORNEY

STATE OF TEXAS)
: ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that LIGHT HOUSE CANDLES LLC, a limited liability company formed under the laws of Delaware, with its principal office at _____ (hereinafter called "Debtor"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes THE CIT GROUP/COMMERCIAL SERVICES, INC., having a mailing address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 (hereinafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Lender and may not be revoked until the payment in full of all Secured Obligations (as such terms are defined in such Security Agreement).

LIGHT HOUSE CANDLES LLC

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
: ss.:
COUNTY OF _____)

On this ____ day of January, 2007, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Light House Candles LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his name thereto by order of the Board of Directors of said limited liability company.

_____
Notary Public

My Commission Expires