

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Successor Administrative Agent		10/21/2009	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Quality Gift Distributors, Inc.
Street Address:	16 Yankee Candle Way
City:	South Deerfield
State/Country:	MASSACHUSETTS
Postal Code:	01373
Entity Type:	CORPORATION: DELAWARE

Name:	The Yankee Candle Company, Inc.
Street Address:	Post Office Box 110
City:	South Deerfield
State/Country:	MASSACHUSETTS
Postal Code:	01373-0110
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2811974	AROMA NATURALS
Registration Number:	1920635	AROMA NATURALS
Registration Number:	3222594	AROMA NATURALS
Registration Number:	3462936	AROMA NATURALS
Registration Number:	2255948	AROMATHERAPY TO GO
Registration Number:	2867874	VEGEPURE

CORRESPONDENCE DATA

900146432

**TRADEMARK
 REEL: 004086 FRAME: 0934**

CH \$165.00 2811974

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	13638-1 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/28/2009

Total Attachments: 5
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is made as of October 21, 2009 ("Effective Date") by and among **Bank of America, N.A.**, as successor Administrative Agent ("Successor Administrative Agent"), **Quality Gift Distributors, Inc.** a Delaware corporation ("Quality Gift"), and **The Yankee Candle Company, Inc.**, a Massachusetts corporation ("YCC," together with Quality Gift, collectively the "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 6, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, Yankee Holding Corp. ("Holdings"), Yankee Acquisition Corp. ("Acquico"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Merrill Lynch Capital Corp., as Syndication Agent, Sovereign Bank and Wells Fargo Retail Finance, LLC as Co-Documentation Agents, and Lehman Brothers Inc. and Merrill Lynch, Pierce, Fenner & Smith Inc., as Joint Lead Arrangers and Joint Book Runners, and Lehman Commercial Paper, Inc. (the "Resigning Administrative Agent"), as administrative agent, the Lenders severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement by YCC, Holdings, Acquico and the Subsidiary Guarantors party thereto, in favor of Resigning Administrative Agent, as the original administrative agent, dated as of February 6, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "GCA"), Grantors executed and delivered a Short-Form Trademarks Security Agreement, dated as of February 6, 2007, in favor of Resigning Administrative Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement and to the extent provided in the GCA, the Resigning Administrative Agent, as the original administrative agent, was granted, for the ratable benefit of the Resigning Administrative Agent and the Lenders, a security interest in all of the trademarks owned or after acquired by the Grantors and the goodwill associated therewith, including those United States trademark registrations listed on the attached Schedule (such scheduled trademarks, the "Specified Trademarks");

WHEREAS, pursuant to that certain Amendment, Waiver, Resignation and Appointment Agreement, dated as of September 28, 2009, among the Resigning Administrative Agent, the Successor Administrative Agent, the Required Lenders (as defined in the Credit Agreement), YCC and Holdings (the "Amendment Agreement"), the Credit Agreement was amended to reflect the appointment of the Successor Administrative Agent as successor administrator agent;

WHEREAS, in furtherance of the Successor Administrative Agent's replacement of the Resigning Administrative Agent as the Administrative Agent under the Credit Agreement, the GCA, the Trademark Security Agreement, and all other Loan Documents (as defined in the Credit Agreement), the Resigning Administrative Agent, the Successor Administrative Agent, and the Grantors executed that certain Assignment and Assumption of Security Interest in

Trademarks, dated as of September 28, 2009 (the "Security Interest Assignment"), pursuant to which the Successor Administrative Agent acquired all of Resigning Administrative Agent's right, title and interest in, to and under the Credit Agreement, the GCA, the Trademark Security Agreement and all other Loan Documents;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") October 21, 2009 at Reel/Frame 4081/0754;

WHEREAS, the Security Interest Assignment was recorded with the PTO on September 30, 2009 at Reel/Frame 4070/0786;

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of October 21, 2009, by and between YCC, as seller, and The Natural HBC Group, LLC, as buyer (the "Buyer"), YCC has sold to Buyer the Acquired Assets, as such term is defined and more fully described therein; and

WHEREAS, YCC has executed the release letter (the "Release Letter") by and between YCC and the Successor Administrative Agent, dated as of the date hereof, wherein YCC has certified certain facts and the Successor Administrative Agent has agreed to release and restore all right, title and interest in and to the Acquired Assets to YCC and to terminate any and all liens and encumbrances respecting the Acquired Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Administrative Agent hereby terminates, cancels and releases any and all security interests it has against the Specified Trademarks.

Nothing herein is, or shall be deemed, a termination, cancellation, release or other modification of Successor Administrative Agent's security interest or lien on any other asset of Grantors. Except as to the Specified Trademarks, the security interests and liens of Successor Administrative Agent in any asset of Grantors continue in full force and effect to the same extent as if this Partial Release had not been provided. Each of the Credit Agreement and the GCA is confirmed as being in full force and effect. This Partial Release may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. This Partial Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof.

* * * * *

IN WITNESS WHEREOF, Successor Administrative Agent and the Grantors have caused this Partial Release to be executed by each of their duly authorized representatives as of the Effective Date.

BANK OF AMERICA, N.A.
as Successor Administrative Agent

Name: _____

Anne M. Zeschke
Title: **Vice President**

Acknowledged and Agreed:

THE YANKEE CANDLE COMPANY, INC.
as a Grantor

Name: _____

Title: _____

QUALITY GIFT DISTRIBUTORS, INC.
as a Grantor

Name: _____

Title: _____

IN WITNESS WHEREOF, Successor Administrative Agent and the Grantors have caused this Partial Release to be executed by each of their duly authorized representatives as of the Effective Date.

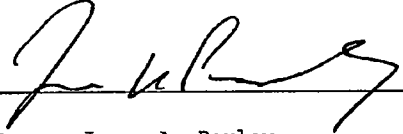
BANK OF AMERICA, N.A.
as Successor Administrative Agent

Name: _____

Title: _____

Acknowledged and Agreed:

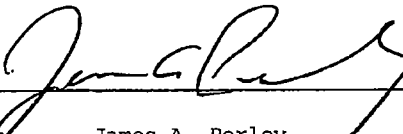
THE YANKEE CANDLE COMPANY, INC.
as a Grantor



Name: James A. Perley

Title: Secretary & General Counsel

QUALITY GIFT DISTRIBUTORS, INC.
as a Grantor



Name: James A. Perley

Title: President & Treasurer

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
AROMA NATURALS	U.S.	75/333,418 7/31/1997	2,811,974 2/10/2004
AROMA NATURALS	U.S.	74/427,523 8/19/1993	1,920,635 9/19/1995
AROMA NATURALS	U.S.	78/890,451 5/23/2006	3,222,594 3/27/2007
AROMA NATURALS	U.S.	77/017,073 10/9/2006	3,462,936 7/8/2008
AROMA NATURALS	European Community	6528509 12/19/2007	6528509 11/14/2008
AROMATHERAPY TO GO	U.S.	75/306,048 6/10/1997	2,255,948 6/22/1999
VEGEPURE	U.S.	78/175,592 10/17/2002	2,867,874 7/27/2004