

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGHT HOUSE CANDLES LLC dba LIGHT HOUSE HOME PRODUCS LLC		11/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
GAINES GROUP LLC		11/13/2009	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77861497	AIRCARE+
Serial Number:	77531727	BLOOMING DIFFUSER
Registration Number:	3477767	DESTISCENTS
Serial Number:	77867385	ECO WATCH
Serial Number:	77867370	ECO-WATCH
Serial Number:	77867442	GUILD HOUSE
Registration Number:	3513358	HOME SCENT HOME
Registration Number:	3619918	HOME SCENT HOME
Registration Number:	2908083	MY MOMENTS COLLECTION
Registration Number:	3468782	NATURAL SPIRITS
Registration Number:	3395505	READY REEDS

CH \$465.00 77861497

Registration Number:	3463116	SCENTLICIOUS6
Registration Number:	3477768	SCENTLICIOUS 6
Registration Number:	3033069	SCENTSERS
Registration Number:	2880414	SHAKER HILL
Serial Number:	77851995	SOCIAL LIGHTS
Registration Number:	3463362	SOFT SOY
Registration Number:	2789660	SWEET TEMPTATIONS

CORRESPONDENCE DATA

Fax Number: (713)238-7343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713/220-4200
Email: pat-tmk@andrewskurth.com
Correspondent Name: JOHN COURTNEY, ESQ/ ANDREWS KURTH LLP
Address Line 1: 600 TRAVIS, SUITE 4200
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	GAI000
NAME OF SUBMITTER:	John P. Courtney
Signature:	//courj-event//
Date:	11/23/2009

Total Attachments: 11
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Security Agreement") is made as of the 13th day of November, 2009, by and among LIGHT HOUSE CANDLES LLC d/b/a Light House Home Products LLC, a Delaware limited liability company ("Light House"), Gaines Group, LLC, a Texas limited liability company ("Gaines Group", together with Light House, each a "Debtor" and collectively, "Debtors"), each having a mailing address at 2901 W. Sam Houston Pkwy. N., Suite A100, Houston, Texas 77043, and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent ("Agent") for the ratable benefit of the Lenders (defined below), and having a mailing address at 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201 or such other place as Agent may designate in writing to Debtors.

BACKGROUND

Agent and lenders party thereto (the "Lender") have entered into a Revolving Credit and Security Agreement with Debtors, as borrowers, dated as of the date hereof (as amended, modified and restated from time to time, the "Credit Agreement"), which provides for certain extensions of credit to Debtors. In order to induce Agent and Lenders to provide the credit accommodations set forth in the Credit Agreement, Debtors hereby agree to execute and deliver to Agent this Security Agreement. This Security Agreement grants Agent a lien on and security interest in the Trademarks (as hereinafter defined), whereby Agent 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 Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Debtors and Agent hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit 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 Texas.

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

"Licenses" shall mean the trademark license agreements of Debtors 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 any 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 any 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.

“Secured Obligations” shall mean (i) all Obligations, (ii) all other indebtedness, liabilities and other obligations of Debtors to Agent and Lenders now or hereafter existing (including, without limitation, under this Security Agreement), and (iii) all extensions, renewals, modifications, increases and replacements of the foregoing.

“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 Debtors, 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 Debtors.

2. Grant of Security Interest. As collateral security for the prompt payment of the Secured Obligations, Debtors hereby grant and convey to Agent, for the ratable benefit of the Lenders, a security interest in and to (a) the entire right, title and interest of each such 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 each such 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 each such 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 each such 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. Each Debtor covenants and warrants that as of the date of this Security Agreement:

(a) To the best of Debtor’s knowledge, such Debtor’s 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 such Debtor's Trademarks is valid and enforceable;

(c) To the best of Debtor's knowledge, there is no outstanding claim that the use of any of such Debtor's 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 such Debtor's Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by such 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 such Debtor's Trademarks.

4. New Trademarks. If, before the Secured Obligations shall have been paid in full, any 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 of such Debtor's Trademark of any improvement on any such Trademark, the provisions of Section 2 shall automatically apply thereto and such Debtors shall give Agent prompt written notice thereof. Each Debtor grants Agent a power-of-attorney, irrevocable so long as the Credit 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.

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

(a) Maintenance of Trademarks. Debtors 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 Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtors shall take appropriate action at their expense, where good business judgment calls for the same, to halt the infringement of the Trademarks and shall properly exercise their 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) Debtors assume all responsibility and liability arising from the use of the Trademarks, and Debtors hereby indemnify and hold Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtors' operations of their businesses from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, Debtors will indemnify and keep Agent harmless

from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any 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 Debtors, and all such obligations of Debtors shall be and remain enforceable against and only against Debtors and shall not be enforceable against Agent.

(c) Limitations on Modifications of Licenses. Debtors 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 they may have under each License (other than any right of termination), or (iii) fail to deliver to Agent a copy of each material demand, notice or document sent or received by such Debtor relating in any way to any License or Trademark.

(d) Notices. Debtors will advise Agent 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.

6. Agent's Appointment as Attorney-in-Fact.

(a) Debtors hereby irrevocably constitutes and appoints Agent 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 Debtors and in the name of Debtors or in its own name, from time to time in Agent'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 Agent the power and right, on behalf of Debtors, 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 Debtors 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 Agent 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 and all moneys due and to become due thereunder directly to Agent or as Agent 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 Debtors 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 Agent 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 Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtors might do.

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

(b) The powers conferred on Agent hereunder are solely to protect the interests of the Agent in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent 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 Debtors for any act or failure to act, except for its own willful misconduct or gross negligence.

(c) Debtors also authorize Agent to execute, in connection with the sale provided for in Section 9(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. [Execution of Power of Attorney]. Concurrently with the execution and delivery hereof, Debtors are executing and delivering to Agent, in the form of Schedule C hereto, two (2) originals of a power of attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Section 6 hereof.]

8. Performance by Agent of Debtors' Obligations. If Debtors fail to perform or comply with any of its agreements contained herein and Agent, 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 Agent incurred in connection with such performance or compliance shall be payable by Debtors to Agent on demand and shall constitute Secured Obligations.

9. Remedies, Rights Upon Event of Default.

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

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

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

(b) If any Event of Default shall occur and be continuing, Agent 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. Debtors 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 Agent is entitled. Debtors shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Secured Obligations and the enforcement of any of Agent's respective rights hereunder.

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

11. Notices. Any notice to Agent shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Agent at its address as provided in the Credit Agreement. Any notice to Debtors hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Debtors at their address as provided in the Credit Agreement.

12. No Waiver. No course of dealing between the Debtors and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit 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.

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

14. 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, 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.

15. 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 4 and 6.

16. 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.

17. 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 Texas.

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

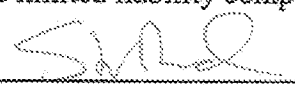
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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement under seal as of the day and year first above written.

**LIGHT HOUSE CANDLES LLC d/b/a
Light House Home Products LLC,**
a Delaware limited liability company

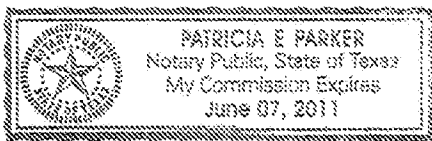
By: 
Steven J. Read
Chief Financial Officer


GAINES GROUP, LLC,
a Texas limited liability company

By: 
Steven J. Read
Chief Financial Officer

STATE OF TEXAS)
)
COUNTY OF HARRIS)

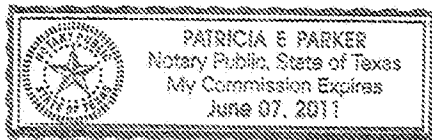
The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Steven J. Read (known to me or whose identity was proven on the basis of satisfactory identification), as Chief Financial Officer of LIGHT HOUSE CANDLES LLC d/b/a Light House Home Products LLC, a Delaware limited liability company, on behalf of said limited liability company.

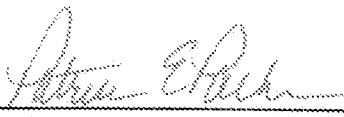



Notary Public
My Commission Expires: June 7, 2011

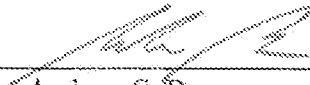
STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Steven J. Read (known to me or whose identity was proven on the basis of satisfactory identification), as Chief Financial Officer of GAINES GROUP, LLC, a Texas limited liability company, on behalf of said limited liability company.



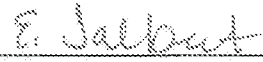

Notary Public
My Commission Expires: June 7, 2011

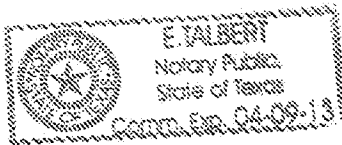
PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Andrew S. Bae
Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Andrew S. Bae, (known to me or whose identity was proven on the basis of satisfactory identification), as Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said banking association.


Notary Public
My Commission Expires:



SCHEDULE A
TRADEMARKS

Mark	Country	Appln No.	Filing Date	Regn. No.	Regn. Date
AIRCARE+	USA	77/861,497	10/30/2009		
BLOOMING DIFFUSER	USA	77/531,727	7/25/2008		
DestiScents	USA	77/243,102	7/31/2007	3477767	7/29/2008
Eco Watch with Logo	USA	77/867,385	11/6/2009		
ECO-WATCH	USA	77/867,370	11/6/2009		
GUILD HOUSE	USA	77/867,442'	11/6/2009		
HOME SCENT HOME	USA	77/171,174	5/2/2007	3513358	10/7/2008
HOME SCENT HOME	USA	77/171,208	5/2/2007	3619918	5/12/2009
MY MOMENTS COLLECTION (stylized)	USA	76/564,664	12/11/2003	2,908,083	12/7/2004
NATURAL SPIRITS	USA	77/116,600	2/26/2007	3468782	7/15/2008
READY REEDS	USA	77/075,349	1/3/2007	3,395,505	3/11/2008
SCENTLICIOUS6	USA	77/075,422	1/3/2007	3,463,116	7/8/2008
SCENTLICIOUS6	USA	77/243,356	7/31/2007	3,477,768	7/29/2008
ScentSers	USA	78/397,701	4/7/2004	3,033,069	12/20/2005
SHAKER HILL	USA	78/252,545	4/1/2003	2880414	8/31/2004
SHAKER HILL	Canada	1172910	4/3/2003	651241	10/24/2005
SOCIAL LIGHTS	USA	77/851,995	10/19/2009		
SOCIAL LIGHTS	Canada	1368833	10/17/2007		
SOFT SOY	USA	77/116,515	2/26/2007	3463362	7/8/2008
SWEET TEMPTATIONS	USA	76/459,543	10/21/2002	2,789,660	12/2/2003
TEEN-Y TINS	Canada	1055601	4/18/2000	561250	5/2/2002

SCHEDULE B

Note