

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
MVP Group International, Inc.		05/24/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of Baroda, New York Branch
Street Address:	One Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	COMPANY: INDIA

PROPERTY NUMBERS Total: 141

Property Type	Number	Word Mark
Registration Number:	3987783	THE BRIDGE
Registration Number:	3987784	THE BRIDGE
Registration Number:	3918217	BELLA ROSA
Registration Number:	3918216	BELLA ROSA
Registration Number:	3930155	JUST FRESH BY CAROLINA
Registration Number:	3908130	ECO WIX
Registration Number:	3968089	ECO WIX
Registration Number:	3923181	DON'T BUG ME!
Registration Number:	3923182	DON'T BUG ME!
Registration Number:	3952738	TODAY'S HOME
Registration Number:	3952741	HEAR THE DIFFERENCE
Registration Number:	3994032	MVP
Registration Number:	3244185	WW WONDERFUL WICKS
Registration Number:	3814238	REFLECTIONS

OP \$3540.00 3987783

Registration Number:	3871083	SWEET INDULGENCE
Registration Number:	3846568	TOO BUSY FOR GERMS
Registration Number:	3846567	TOO SMART FOR GERMS
Registration Number:	3846566	TOO HEALTHY FOR GERMS
Registration Number:	3846565	TOO PRETTY FOR GERMS
Registration Number:	3895085	SEASONAL TRADITIONS
Registration Number:	3894942	HOLIDAY REFLECTIONS
Registration Number:	3894941	SPRING REFLECTIONS
Registration Number:	3894940	HARVEST REFLECTIONS
Registration Number:	3877537	LUZ DE GRACIA
Registration Number:	3750843	THE ULTIMATE FRAGRANCED CANDLE
Registration Number:	3747933	THE ULTIMATE CANDLE
Registration Number:	3693792	BAKERY FRESH
Registration Number:	3712531	CAROLINA
Registration Number:	3025655	MVP FUNDRAISING
Registration Number:	876862	CAROLINA
Registration Number:	877170	CAROLINA
Registration Number:	3297853	ORIGINAL RECIPE
Registration Number:	1207767	
Registration Number:	3023222	FLORASENSE
Registration Number:	3159888	FLORASENSE ESSENCE OF GOOD LIVING REFLECTIONS THE DIFFERENCE IS CLEAR
Registration Number:	2893884	ESSENCE OF GOOD LIVING
Registration Number:	3290905	KATE'S
Registration Number:	2388795	FRESHENS
Registration Number:	1189069	C
Registration Number:	3103381	CCCC
Registration Number:	3558487	ACCENTS TO BRIGHTEN YOUR HOME
Registration Number:	3022963	BLOOMIN' ESSENCE
Registration Number:	2692807	CBK
Registration Number:	2439401	COLONIAL AT HOME
Registration Number:	2502818	COLONIAL AT HOME
Registration Number:	3104565	COLONIAL CANDLE
Registration Number:	3208295	COLONIAL CANDLE
Registration Number:	2997540	COLONIAL CANDLE OF CAPE COD

Registration Number:	2401607	CORDLESS
Registration Number:	3620084	DELIGHT
Registration Number:	2940422	EXQUISITE HOME DECOR
Registration Number:	3042953	EXQUISITE HOME FRAGRANCES
Registration Number:	3080419	FINE WHITE ZINFANDEL
Registration Number:	2921033	HARVEST BOUNTY
Registration Number:	3026543	HOLIDAY SPARKLE
Registration Number:	3006187	INSPIRING TRADITIONS
Registration Number:	3178774	METAL ARTS
Registration Number:	3097384	ON TREND & STYLE
Registration Number:	3260153	PINNACLE LAMPS
Registration Number:	2872310	PURE DELIGHT
Registration Number:	3778748	RE:VIVE
Registration Number:	2870011	SAGAMORE HILL
Registration Number:	3021645	SCF
Registration Number:	2858472	SEASONS OF CANNON FALLS
Registration Number:	2858497	SEASONS OF CANNON FALLS
Registration Number:	3306689	SERENITY BY SEASONS OF CANNON FALLS
Registration Number:	2618866	SIMMER SNAPS
Registration Number:	2976825	SPA ESSENTIALS
Registration Number:	2555774	THE ORIGINAL S'MORES
Registration Number:	2624182	THE ORIGINAL S'MORES
Registration Number:	3024859	VANILLA + BRANDY
Registration Number:	3015109	VANILLA+ CASHMERE
Registration Number:	2974923	VANILLA + DAISY
Registration Number:	3014243	VANILLA + LATTE
Registration Number:	3058309	VANILLA + MINTLEAF
Registration Number:	2980293	VANILLA + PASSIONFRUIT
Registration Number:	3017489	VANILLA + PEARL
Serial Number:	85022185	WITH A KICK
Serial Number:	85022192	WITH A KICK
Serial Number:	85074276	FIREBRIX
Serial Number:	85078444	WW WONDERFUL WICKS
Serial Number:	85078486	WONDERFUL WICKS
Serial Number:	85078492	WW

	85078498	CRACKLING CANDLE
Serial Number:	85078518	ECO WICK
Serial Number:	85078509	ECO WICK
Serial Number:	85078522	WW WONDERFUL WICKS
Serial Number:	85078529	WW
Serial Number:	85078534	WICK CRACKLING CANDLE
Serial Number:	85078536	WICK
Serial Number:	85078540	WW
Serial Number:	85078549	WW WONDERFUL WICKS WONDERFUL WICKS WONDERFUL WICKS WONDERFUL WICKS WONDERFUL WICKS
Serial Number:	85078554	NATURAL ESCAPES
Serial Number:	85078557	NATURAL ESCAPES
Serial Number:	85079282	AVA & EMMA
Serial Number:	85079284	A & E AVA & EMMA
Serial Number:	85084246	WITH A TOUCH OF SAVANNAH HEAT
Serial Number:	85084242	WITH A TOUCH OF SAVANNAH HEAT
Serial Number:	85094489	EVERYDAY HOME
Serial Number:	85975526	EVERYDAY HOME
Serial Number:	85113575	ECOSHELL
Serial Number:	85128559	ECO WIX HEAR THE DIFFERENCE...
Serial Number:	85130681	CAROLINA
Serial Number:	85130683	FLORASENSE
Serial Number:	85131021	ESSENCE OF GOOD LIVING
Serial Number:	85135844	SPA REFLECTIONS
Serial Number:	85135841	PURE GLOW
Serial Number:	85166273	MADISON ROWE
Serial Number:	85178494	SUMMER REFLECTIONS
Serial Number:	85180006	JACKSON CREEK
Serial Number:	85190095	CANDLES FOR EVERY OCCASION
Serial Number:	85190098	CANDLES FOR EVERY OCCASION
Serial Number:	85190110	EVERYDAY REFLECTIONS
Serial Number:	85190328	COSTLESS OUTLET
Serial Number:	85195329	CAROLINA
Serial Number:	85196422	SIMPLY HOME

Serial Number:	85199565	EVERYDAY LUXE
Serial Number:	85207138	AYURVEDIC
Serial Number:	85210058	SIMPLY HOME
Serial Number:	85211003	TLC CANDLE
Serial Number:	85211914	HOT NUTS
Serial Number:	85211919	COLD NUTS
Serial Number:	85214409	SAVANNAH SNOW
Serial Number:	85214414	SAVANNAH SWEET TEA
Serial Number:	85214418	CONFEDERATE JASMINE
Serial Number:	85214422	CORTLAND APPLE BUTTER
Serial Number:	85214425	CAROLINA WILDFLOWER
Serial Number:	85215297	DECORATOR'S TOUCH
Serial Number:	85246111	ASH & COMPANY
Serial Number:	85253329	HOME GLOW
Serial Number:	85275999	EVERYDAY HOME
Serial Number:	85283853	ADDI-GIRL
Serial Number:	85293964	KINDLEWICK
Serial Number:	77666175	UC
Serial Number:	77882924	CLEAN & FRESH
Serial Number:	77843611	HOME BASICS
Serial Number:	77761039	PIZZA BY CANDLELIGHT
Serial Number:	77669983	LIGHT OF GRACE
Serial Number:	77484744	GREEN MATTERS
Serial Number:	85040398	COASTAL COLLECTION
Serial Number:	85044363	ODOR OUT

CORRESPONDENCE DATA

Fax Number: (858)635-9686
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: jpbroder@san.rr.com
Correspondent Name: James P. Broder
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Address Line 4: San Diego, CALIFORNIA 92131

ATTORNEY DOCKET NUMBER: 30066.100

NAME OF SUBMITTER:

TRADEMARK
REEL: 004610 FRAME: 0057

	James P. Broder
Signature:	/James P. Broder/
Date:	08/23/2011
<p>Total Attachments: 21</p> <p>source=Assignment 8-23-11#page1.tif source=Assignment 8-23-11#page2.tif source=Assignment 8-23-11#page3.tif source=Assignment 8-23-11#page4.tif source=Assignment 8-23-11#page5.tif source=Assignment 8-23-11#page6.tif source=Assignment 8-23-11#page7.tif source=Assignment 8-23-11#page8.tif source=Assignment 8-23-11#page9.tif source=Assignment 8-23-11#page10.tif source=Assignment 8-23-11#page11.tif source=Assignment 8-23-11#page12.tif source=Assignment 8-23-11#page13.tif source=Assignment 8-23-11#page14.tif source=Assignment 8-23-11#page15.tif source=Assignment 8-23-11#page16.tif source=Assignment 8-23-11#page17.tif source=Assignment 8-23-11#page18.tif source=Assignment 8-23-11#page19.tif source=Assignment 8-23-11#page20.tif source=Assignment 8-23-11#page21.tif</p>	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AND SECURITY AGREEMENT (the "*Assignment*"), dated as of May 24, 2011, between **MVP GROUP INTERNATIONAL, INC.**, a corporation organized and existing under the laws of the Commonwealth of Kentucky ("*Assignor*"), and **BANK OF BARODA**, New York Branch (the "*Lender*").

WHEREAS, Assignor has purchased or is purchasing certain assets of Midwest-CBK, Inc., a New York corporation ("*CBK*") pursuant to the terms of an Asset Purchase Agreement executed between the Assignor and CBK;

WHEREAS, the Lender has extended or will extend a loan (the "*Loan*") to the Assignor pursuant to a certain Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "*Credit Agreement*"), between the Assignor and the Lender;

WHEREAS, the Assignor has executed and delivered to the Lender a Security Agreement dated as of the date hereof (the "*Security Agreement*"), pursuant to which the Assignor has granted to the Lender a security interest in certain of the Assignor's Collateral (as defined in the Security Agreement), including without limitation all know-how, information, permits, patents, copyrights, good will, trademarks, trade names, licenses and renewals held by Grantor in its name and held by the Grantor in its subsidiaries; and

WHEREAS, this Assignment is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions and Rules of Construction. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the following meanings:

"Assignment" means this Intellectual Property Rights Assignment and Security Agreement, as amended and in effect from time to time.

"Collateral" means all of the Assignor's right, title and interest in and to all of the Patents, Trademarks, Copyrights, Licenses, Patent License Rights, Trademark Rights, Copyright Rights, License Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of; and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

"Copyright License Rights" means any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the

Assignor, or to which the Assignor is a party, pertaining to any Copyrights, or Copyright Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

"Copyright Rights" means any and all past, present or future rights in, to and associated with the Copyrights throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Copyrights; the right (but not the obligation) to register claims under any federal, state or foreign copyright law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Copyrights or the Copyright Rights, and the rights to damages or profits due or accrued arising out of, or in connection with, any such past, present or future infringement, damage or injury; and the Copyright License Rights.

"Copyrights" means all copyrights and copyright applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (A) the copyrights and copyright applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (B) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (C) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;
- (D) the right (but not the obligation) to make and prosecute applications for such Copyrights; and
- (E) all copyrights and copyright applications to which Assignor was granted licensing rights pursuant to the Licensing Agreement.

"Includes" and "including" are not limiting.

"License Rights" means any and all past, present or future rights in, to and associated with the Licenses throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Licenses; the right (but not the obligation) to register claims under any federal, state or foreign law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Licenses, and the rights to damages or profits due or accrued arising out of, or in connection with, any such past, present or future

infringement, damage or injury; and the License Rights.

"Licenses" means all licenses and license applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (A) the licenses and license applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (B) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (C) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;
- (D) the right (but not the obligation) to make and prosecute applications for such Licenses; and
- (E) all licenses and license applications to which Assignor was granted License Rights pursuant to the Licensing Agreement.

"Obligations" means all of the obligations of Assignor under the Credit Agreement.

"Patent License Rights" means any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Licenses, or License Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

"Patent Rights" means any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of, or in connection with, any such past, present or future infringement, damage or injury; and the Patent License Rights.

"Patents" means all patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (A) the patents and patent applications listed on Schedule A hereto (as the same may be

amended pursuant hereto from time to time);

(B) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(C) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(D) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;

(E) the right (but not the obligation) to make and prosecute applications for such Patents; and

(F) all patents and patent applications to which Assignor was granted licensing rights pursuant to the Licensing Agreement.

"Proceeds" includes any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Collateral, any value received as a consequence of the ownership, possession, use or practice of any Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Collateral.

"PTO" means the United States Patent and Trademark Office.

"Rights" means, collectively, the Patent Rights, Copyright Rights, Trademark Rights and License Rights.

"State" means the State of New York.

"Trademark License Rights" means any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

"Trademark Rights" means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the

Trademark Rights, and the rights to damages or profits due or accrued arising out of, or in connection with, any such past, present or future infringement, damage or injury; and the Trademark License Rights.

"Trademarks" means all trademarks and trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (A) the trademarks and trademark applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (B) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (C) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;
- (D) the right (but not the obligation) to make and prosecute applications for such Trademarks; and
- (E) all trademarks and trademark applications to which Assignor was granted licensing rights pursuant to the Licensing Agreement.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender, by way of collateral security, all of the Collateral. The Lender assumes no liability arising in any way by reason of its holding such collateral security.

3. Representations, Warranties and Covenants. The Assignor represents warrants and covenants that:

- (A) *Schedule A* attached hereto sets forth a true and complete list of all the Patents, Trademarks, Copyrights and Licenses, as well as the Rights, including the applications in connection therewith, whether now owned, licensed, controlled or used by the Assignor under the Licensing Agreement;
- (B) the issued Patents, Trademarks, Copyrights and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents, Trademarks, Copyrights or Licenses;
- (C) to the best of the Assignor's knowledge, each of the issued Patents, Trademarks, Copyrights and Licenses is valid and enforceable; to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents, Trademarks, Copyrights or Licenses or the Rights;

(D) no claim has been made that the use of any of the Patents, Trademarks, Copyrights or Licenses does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the Rights of others;

(E) the Assignor is the sole and exclusive licensee of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks, Copyrights and Licenses (other than ownership and other rights reserved by third party owners with respect to Patents, Trademarks, Copyrights or Licenses which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security agreement and mortgage created by the Security Agreement and this Agreement;

(F) the Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained;

(G) this Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Collateral upon making the filings referred to in this Section; and, except for the filing of financing statements under the Uniform Commercial Code in favor of Lender and the filing of this Agreement with the PTO, to the best knowledge of the Assignor, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (2) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. No Transfer or Inconsistent Agreements. Without the Lender's prior written consent, the Assignor will not:

(A) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Collateral, other than in the ordinary course of business; or

(B) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement.

5. After-acquired Patents, Trademarks, Copyrights and Licenses, Etc.

(A) If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, trademarks, copyrights or licenses, or any applications thereunder or patentable inventions, or become entitled to the benefit of any application or patent, trademark, copyright or license or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Collateral or any improvement on any of the Collateral, the provisions of this Agreement

shall automatically apply thereto and the Assignor shall promptly give to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to transfer title thereto to the Lender.

(B) The Assignor authorizes the Lender to modify this Agreement, without the necessity of the Assignor's further approval or signature, by amending *Schedule A* hereto to include any future or other Patents, Trademarks, Copyrights, Licenses or Rights under §2 or §5 hereof.

6. Prosecution.

(A) The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender in connection with the Lender's title to any of the Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel reasonably acceptable to the Lender.

(B) The Assignor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any patent, trademark, copyright or license applications of the Patents, Trademarks, Copyrights or Licenses pending as of the date of this Agreement or thereafter, to make application for unpatented, untrademarked, uncopyrighted or unlicensed but reasonably patentable, trademarkable, copyrightable and licensable inventions and to preserve and maintain all Rights including, without limitation, the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents, Trademarks, Copyrights or Licenses. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed application, or any pending application or patent, trademark, copyright or license, without the consent of the Lender, which consent shall not be unreasonably withheld. The Lender hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this Section and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Lender may terminate such agency by providing written notice of termination to the Assignor.

(C) The Assignor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Patents, Trademarks, Copyrights, Licenses and Rights. The Lender shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this Section.

(D) In general, the Assignor shall take any and all such actions (including, but not limited to, institution and maintenance of suits, proceedings or actions) as may be necessary or

appropriate to properly maintain, protect, preserve, care for and enforce the Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Collateral.

(E) Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents, Trademarks, Copyrights or Licenses or the Assignor's rights, title or interests in and to any of the Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Collateral, the ability of the Assignor or the Lender to dispose of any of the Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Collateral).

7. License Back to Assignor. Unless and until there shall have occurred and be continuing an Event of Default and the Lender has notified the Assignor that the license granted hereunder is terminated, the Lender hereby grants to the Assignor the sole and exclusive, nontransferable, royalty free, worldwide right and license under the Patents, Trademarks, Copyrights and Licenses to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents, Trademarks, Copyrights and Licenses for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Lender by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sub-license its interest in the license granted to the Assignor in this Section, without the prior written consent of the Lender, which consent shall not be unreasonably withheld. Any such sub-licenses granted on or after the date hereof shall be terminable by the Lender upon termination of the Assignor's license hereunder.

8. Remedies. If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Assignor: the Assignor's license or right to use with respect to the Patents, Trademarks, Copyrights and Licenses as set forth in §7 shall terminate; the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents, Trademarks, Copyrights and Licenses; and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement, the Security Agreement, and the other documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Security Agreement. Notice of any sale, license or other disposition of any of the Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Collateral is to be made or after which

any private sale or other disposition of such Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Collateral or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any reasonable cost or expense incurred by the Lender in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Bank may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Collateral, to grant or issue any exclusive or nonexclusive license of any of the Collateral to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence, bad faith or willful misconduct). This power of attorney shall be irrevocable for the duration of this Agreement.

11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Collateral.

12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and re-convey to and re-vest in the Assignor the entire right, title and interest to the Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Security Agreement.

13. Course of Dealing. No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security 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. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Collateral, shall be borne and paid by the Assignor.

15. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. No Assumption of Liability: Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUB-LICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL REASONABLE COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. Rights and Remedies Cumulative. All of the Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Lender under the Security Agreement.

18. Notices. Notice shall be given in the following manner:

If to the Assignor:

MVP GROUP INTERNATIONAL, INC.
1031 Le Grand Boulevard
Charleston, South Carolina 29492

If to the Lender:

BANK OF BARODA, New York Branch
One Park Avenue
New York, New York 10016

19. Amendment and Waiver. This Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in §5(B). The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. Governing Law: Consent to Jurisdiction. **THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS RULES.** The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. Waiver of Jury Trial. **THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and acknowledges that, in entering into the Credit Agreement and the other Credit documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section.

22. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict

between the provisions of this Agreement and the Credit Agreement, or between this Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK'
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

MVP GROUP INTERNATIONAL, INC.

By 
Name: TROY L. PEOPLES
Title: PRESIDENT
Tax ID. No.:

BANK OF BARODA, New York Branch

By 
Name: R. RAMASWAMY
Title: Authorized Representative

SCHEDULE A

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Patents

Type	Title	Serial No.	Date Filed	Patent No.
US	Candle wick (including slotted wick members)	12/966,329	12/13/2010	
US	Non-paraffin candle composition	09/255,951	2/23/1999	6,063,144
US	Container	29/174,366	1/16/2003	D506136
US	Container for a candle	29/116,862	1/12/2000	D437948
France	Container for a candle	10838-001	2/9/2001	10838
Germany	Container for a candle	40101348	2/5/2001	40101348-0001.1
UK	Container for a candle	Unknown	2/2/2001	2099195
US	Container and candle embedded therein	29/116,866	1/12/2000	D439683
US	Container and candle embedded therein	29/116,925	1/12/2000	D439348
Mexico	Container and candle embedded therein	PA/f/2000/000935	7/12/2000	16115
Canada	Container and candle embedded therein	Unknown	Unknown	95859
France	Container and candle embedded therein	004063-001	7/12/2000	4063
UK	Container with candle embedded therein	Unknown	Unknown	2094424
US	Refill candle	29/116,813	1/12/2000	D441883
US	Electric liquid vaporizer	29/168,156	9/26/2002	D477065
US	Electric liquid vaporizer bottle	29/168,165	9/26/2002	D477066
US	Electric liquid vaporizer	29/168,155	9/26/2002	D477067
US	Diffuser	29/213,728	9/22/2004	D511206
US	Diffuser	29/185,694	7/1/2003	D498526
Canada	Diffuser (shield for diffuser)	Unknown	12/30/2003	105505
RCD	Diffuser (shield for diffuser)	Unknown	12/30/2003	000120654-0002
RCD	Diffuser (shield for diffuser)	Unknown	12/30/2003	000120654-0001
US	Container candle with mottled appearance	11/549,017	10/12/2006	

Trademarks and Service Marks

Title	Serial No.	Date Filed	Reg. No.
The Bridge (wm)	77/957,141	3/12/2010	3,987,783
The Bridge (s)	77/957,155	3/12/2010	3,987,784

Bella Rosa	85/014,633	4/15/2010	3,918,217
Bella Rosa (s)	85/014,629	4/15/2010	3,918,216
With a Kick (wm)	85/022,185	4/23/2010	
With a Kick (s)	85/022,192	4/23/2010	
Coastal Collection	85/040,398	5/17/2010	4,003,618
Odor Out	85/044,363	5/20/2010	4,003,648
Just Fresh by Carolina	85/054,292	6/3/2010	3,930,155
Firebrix (wm)	85/074,276	6/29/2010	
WW wonderful wicks (logo)	85/078,444	7/6/2010	
Wonderful Wicks (wm)	85/078,486	7/6/2010	
WW (logo)	85/078,492	7/6/2010	
Crackling candle (wm)	85,078,498	7/6/2010	
Eco wix (logo)	85/078,502	7/6/2010	3,908,130
Eco wix (wm)	85/078,506	7/6/2010	3,968,089
Eco wick (wm)	85/078,518	7/6/2010	
Eco wick (logo)	85/078,509	7/6/2010	
WW wonderful wicks (logo)	85/078,522	7/6/2010	
WW (logo)	85/078,529	7/6/2010	
Wick crackling candle (logo)	85/078,534	7/6/2010	
Wick (logo)	85/078,536	7/6/2010	
WW (logo)	85/078,540	7/6/2010	
WW wonderful wicks (circle logo)	85/078,549	7/6/2010	
Natural Escapes (wm)	85/078,554	7/6/2010	
Natural Escapes (s)	85/078,557	7/6/2010	
Ava & Emma (wm)	85/079,282	7/7/2010	
Ava & Emma (s)	85/079,284	7/7/2010	
With a touch of Savannah heat (wm)	85/084,246	7/14/2010	
With a touch of Savannah heat (logo)	85/084,242	7/14/2010	
Everyday Home (wm)	85/094,489	7/28/2010	
Everyday Home (wm)	85/975,526	7/28/2011	
Don't bug me! (wm)	85/106,916	8/13/2010	3,923,181
Don't bug me! (logo)	85/107,624	8/13/2010	3,923,182
Ecoshell (wm)	85/113,575	8/23/2010	
Today's Home	85/117,492	8/27/2010	3,952,738
Eco Wix Hear the Difference (logo)	85/128,559	9/13/2010	
Hear the Difference (wm)	85/128,560	9/13/2010	3,952,741
Carolina (wm)	85/130,681	9/15/2010	
Florasense (wm)	85/130,683	9/15/2010	
Essence of Good Living (wm)	85/131,021	9/16/2010	
Spa Reflections (wm)	85/135,844	9/22/2010	
Pure Glow (wm)	85/135,841	9/22/2010	
Madison Rowe (wm)	85/166,273	11/1/2010	
Summer Reflections (wm)	85/178,494	11/16/2010	
Jackson Creek (wm)	85/180,006	11/18/2010	
Candles for Every Occasion (wm)	85/190,095	12/3/2010	

Candles for Every Occasion (logo)	85/190,098	12/3/2010	
Everyday Reflections (wm)	85/190,110	12/3/2010	
Costless Outlet (wm)	85/190,328	12/3/2010	
Carolina (wm)	85/195,329	12/10/2010	
Simply Home (wm)	85/196,422	12/13/2010	
Everyday Luxe (wm)	85/199,565	12/16/2010	
Ayurvedic (wm)	85/207,138	12/29/2010	
MVP (wm)	85/209,389	1/3/2011	3,994,032
Simply Home (wm)	85/210,058	1/4/2011	
TLC Candle (wm)	85/211,003	1/5/2011	
Hot Nuts (wm)	85/211,914	1/6/2011	
Cold Nuts (wm)	85/211,919	1/6/2011	
Savannah Snow (wm)	85/214,409	1/10/2011	
Savannah Sweet Tea (wm)	85/214,414	1/10/2011	
Confederate Jasmine (wm)	85/214,418	1/10/2011	
Cortland Apple Butter (wm)	85/214,422	1/10/2011	
Carolina Wildflower (wm)	85/214,425	1/10/2011	
Decorator's Touch (wm)	85/215,297	1/11/2011	
Ash & Company (wm)	85/246,111	2/18/2011	
Home Glow (wm)	85/253,329	2/28/2011	
Everyday Home (s)	85/275,999	3/24/2011	
Addi-girl (wm)	85/283,853	4/1/2011	
Kindlewick (wm)	85/293,964	4/13/2011	

Title	Country	Serial No.	Date Filed	Reg. No.
WW wonderful wicks	US	78/799,160	1/25/2006	3,244,185
Reflections	US	77,876,782	11/19/2009	3,814,238
Sweet Indulgence	US	77/671,662	2/17/2009	3,871,083
UC	US	77/666,175	2/9/2009	
Too Busy for Germs	US	77/900,145	12/23/2009	3,846,568
Too Smart for Germs	US	77/900,139	12/23/2009	3,846,567
Too Healthy for Germs	US	77/900,133	12/23/2009	3,846,566
Too Pretty for Germs	US	77/900,128	12/23/2009	3,846,565
Clean and Fresh	US	77/882,924	12/1/2009	
Home Basics	US	77/843,611	10/7/2009	
Seasonal Traditions	US	77/841,739	10/5/2009	3,895,085
Holiday Reflections	US	77/811,558	8/24/2009	3,894,942
Spring Reflections	US	77/811,549	8/24/2009	3,894,941
Harvest Reflections	US	77/811,537	8/24/2009	3,894,940
Pizza by Candlelight	US	77/761,039	6/16/2009	

Light of Grace	US	77/669,983	2/13/2009	
Luz de Gracia	US	77/669,975	2/13/2009	3,877,537
The Ultimate Fragranced Candle	US	77/666,166	2/9/2009	3,750,843
The Ultimate Candle	US	77/666,150	2/9/2009	3,747,933
Bakery Fresh	US	77/523,633	7/16/2008	3,693,792
Green Matters	US	77/484,744	5/28/2008	
Carolina	US	77/241,822	7/30/2007	3,712,531
MVP Fundraising	US	76/600,674	7/2/2004	3,025,655
Carolina	US	72/291,581	2/21/1968	876,862
Carolina	US	72/291,580	2/21/1968	877,170
Carolina	Mexico	692870	12/14/2004	869,325
Carolina	EU	6610117	1/25/2008	6,610,117
Carolina	Canada	1239982	12/8/2004	TMA653946
Original Recipe	US	78/905,052	6/9/2006	3,297,853
Original Recipe	Canada	848779	6/23/1997	TMA531022
Miscellaneous design (flower inside circle)	US	73/307,877	4/27/1981	1,207,767
Florasense	US	78/425,156	5/26/2004	3,023,222
Florasense	Canada	1239985	12/8/2004	TMA653567
Florasense	Canada	786627	7/4/1995	TMA492496
Florasense	Mexico	692871	12/14/2004	869,326
Florasense, Essence of Good Living, Reflections the Difference is Clear (and logo)	US	78/376,706	3/2/2004	3,159,888
Essence of Good Living	US	78/185,602	11/15/2002	2,893,884
Kate's	US	78/904,986	6/9/2006	3,290,905
Freshens	US	75/979,245	3/23/1998	2,388,795
Carolina (and design)	MP	119867	4/1/1996	119,867
Carolina	Canada	1381135	1/29/2008	
4Cs (design)	US	73/305,324	4/13/1981	1,189,069
4Cs (design)	US	78/542,617	1/5/2005	3,103,381
4Cs (design)	Canada	707342	6/17/1992	TMA425650
4Cs (design)	Mexico	Unknown	Unknown	898,398
4Cs (design)	Mexico	Unknown	Unknown	948,921
4Cs (design)	Mexico	Unknown	Unknown	923,524
4Cs (design)	China	Unknown	Unknown	1,367,624
4Cs (design)	China	Unknown	Unknown	1,240,150
4Cs (design)	China	Unknown	Unknown	1,250,591
4Cs (design)	China	Unknown	Unknown	1,355,825
4Cs (design)	CTM		6/19/1998	861,435
4Cs (design)	Hong Kong	Unknown	Unknown	199901354AA
4Cs (design)	Liechtenstein	Unknown	Unknown	9,672
4Cs (design)	Malaysia	97015854	11/6/1997	97,015,854
4Cs (design)	Malaysia	97015856	11/6/1997	97,015,856

4Cs (design)	New Zealand	Unknown	11/13/1995	255,790
4Cs (design)	New Zealand	Unknown	11/13/1995	255,791
4Cs (design)	Singapore	Unknown	8/19/1997	T9710208H
4Cs (design)	Singapore	Unknown	8/19/1997	T9710209F
4Cs (design)	Venezuela	1998-010836	Unknown	P237380
4Cs (design)	Venezuela	1998-007402	Unknown	P235608
4Cs (design)	Benelux	793593	2/24/1993	529,719
4Cs (design)	Brazil	Unknown	11/5/1997	200,002,074
4Cs (design)	Brazil	Unknown	11/5/1997	820,333,158
4Cs (design)	Brazil	Unknown	11/5/1997	820,333,166
Accents to Brighten Your Home	US	77/266,336	8/28/2007	3,558,487
Bloomin' Essence	US	78/323,421	11/5/2003	3,022,963
CBK	US	76/385,750	3/12/2002	2,692,807
CBK	Saudi Arabia	Unknown	Unknown	848/13
CBK	Saudi Arabia	Unknown	Unknown	848/12
Canterbury	Canada	820215	8/9/1996	TMA542585
Canterbury Candles	Canada	762679	8/30/1994	TMA542543
Canterbury Candles	Canada	1031721	10/8/1999	TMA555434
Colonial	US/Mass.	n/a	Unknown	50,865
Colonial	Argentina	2353223	9/19/2001	1,903,736
Colonial	Argentina	2353224	9/19/2001	1,903,735
Colonial	Argentina	2353225	9/19/2001	1,902,829
Colonial	CTM		9/18/2001	2,380,400
Colonial	Japan	2001-087200	9/27/2001	4,716,646
Colonial	South Korea	4020010041831	9/19/2001	549,432
Colonial	Mexico	Unknown	Unknown	755,108
Colonial	Russian Fed.	Unknown	Unknown	262,373
Colonial	Singapore	Unknown	9/20/2001	T0114970C
Colonial	Singapore	Unknown	9/20/2001	T0114971A
Colonial	Singapore	Unknown	9/20/2001	T0114972Z
Colonial	South Africa	Unknown	Unknown	20,011,637
Colonial	South Africa	Unknown	Unknown	20,011,638
Colonial	South Africa	Unknown	Unknown	20,011,639
Colonial	Switzerland	09225/2001	9/19/2001	498,872
Colonial	Taiwan	Unknown	Unknown	1,021,601
Colonial	Taiwan	Unknown	Unknown	1,032,632
Colonial	Taiwan	Unknown	Unknown	1,035,235
Colonial	Taiwan	Unknown	Unknown	1,048,538
Colonial at Home	US	75/721,793	6/4/1999	2,439,401
Colonial at Home	Canada	1239981	12/8/2004	TMA655556
Colonial at Home	Mexico			896,062
Colonial at Home and 4Cs	US	75/805,718	9/22/1999	2,502,818
Colonial Candle	US	78/089,584	10/22/2001	3,104,565
Colonial Candle	US	78/846,495	3/27/2006	3,208,295

Colonial Candle	Canada	1317707	9/25/2006	TMA700426
Colonial Candle	Mexico	Unknown		905,669
Colonial Candle	Mexico	Unknown		969,582
Colonial Candle of Cape Cod	US	78/424,724	5/25/2004	2,997,540
Colonial Candle of Cape Cod	Canada	707344	6/17/1992	TMA448977
Colonial Candle of Cape Cod	Argentina	2098711	8/20/1997	1,847,402
Colonial Candle of Cape Cod	Argentina	2098712	8/20/1997	1,869,049
Colonial Candle of Cape Cod	Benelux	793594	2/24/1993	529,720
Colonial Candle of Cape Cod	Brazil	Unknown	11/24/1997	820,372,153
Colonial Candle of Cape Cod	Brazil	Unknown	11/24/1997	820,379,328
Colonial Candle of Cape Cod	CTM		6/19/1998	861,146
Colonial Candle of Cape Cod	Hong Kong	Unknown	Unknown	199909352AA
Colonial Candle of Cape Cod	Hong Kong	Unknown	Unknown	199,911,967
Colonial Candle of Cape Cod	Liechtenstein	Unknown	3/1/1996	9,671
Colonial Candle of Cape Cod	Malaysia	97015857	11/6/1997	97,015,857
Colonial Candle of Cape Cod	Malaysia	97015859	11/6/1997	97,015,859
Colonial Candle of Cape Cod	New Zealand	Unknown	5/11/1998	255,788
Colonial Candle of Cape Cod	New Zealand	Unknown	5/11/1998	255,789
Colonial Candle of Cape Cod	Phillipines	Unknown	7/4/2002	41,997,127,599
Colonial Candle of Cape Cod	Phillipines	Unknown	2/24/2005	41,997,127,600
Colonial Candle of Cape Cod	Singapore	Unknown	10/16/2001	T9710206A
Colonial Candle of Cape Cod	Poland	234628	5/25/2005	157,781
Colonial Candle of Cape Cod	Japan	Unknown	2/18/2000	4,362,643
Colonial Candle of Cape Cod	Japan	H07-121053	10/24/2007	4,074,020
Colonial Candle of Cape Cod	Japan	H07-121054	5/15/2008	4,145,598
Colonial Candles	Canada	390068	12/24/1976	TMA217954
Cordless	US	75/704,045	5/13/1999	2,401,607
Delight	US	77/266,338	8/28/2007	3,620,084
Exquisite Home Décor	US	76/354,131	12/31/2001	2,940,422
Exquisite Home Fragrances	US	78/425,135	5/26/2004	3,042,953
Exquisite Home Fragrances	Canada	1232204	10/18/2006	TMA675174
Exquisite Home Fragrances	Mexico	Unknown	12/15/2004	863,931
Exquisite Home Fragrances	Mexico	Unknown	12/15/2004	863,932
Fine White Zinfandel	US	78/315,223	10/17/2003	3,080,419
Frame Traditions	Canada	1292741	7/25/2007	TMA692788
Harvest Bounty	US	76/169,349	11/22/2000	2,921,033
Holiday Gallery	Canada	794397	6/22/1998	TMA496524
Holiday Sparkle	US	78/320,730	10/30/2003	3,026,543
Holiday Sparkle	Canada	1212980	2/7/2005	TMA632174
Inspiring Traditions	US	76/429,978	7/8/2002	3,006,187
Making Life Special	Canada	783698	6/9/1998	TMA495757
Metal Arts	US	78/720,393	9/26/2005	3,178,774
Metal Arts	Canada	1292740	6/20/2007	TMA690316
Midwest of Cannon Falls	Canada	853237	4/7/1999	TMA510514
On Trend and Style	US	78/426,810	5/28/2004	3,097,384

Pinnacle Lamps	US	78/720,405	9/26/2005	3,260,153
Pure Delight	US	76/437,939	8/6/2002	2,872,310
Re:Vive	US	77/472,218	5/12/2008	3,778,748
Sagamore Hill	US	76/268,747	6/8/2001	2,870,011
SCF (and design)	US	78/160,450	9/4/2002	3,021,645
Seasons of Cannon Falls	US	76/408,658	5/9/2002	2,858,472
Seasons of Cannon Falls (design)	US	76/419,705	6/12/2002	2,858,497
Serenity by Seasons of Cannon Falls	US	78/766,687	12/5/2005	3,306,689
Simmer Snaps	US	76/196,752	1/22/2001	2,618,866
Spa Essentials	US	76/354,129	12/31/2001	2,976,825
The Original S'mores	US	76/259,936	5/21/2001	2,555,774
The Original S'mores	US	76/259,937	5/21/2001	2,624,182
Vanilla + Brandy	US	78/431,817	6/8/2004	3,024,859
Vanilla + Cashmere	US	78/398,385	4/8/2004	3,015,109
Vanilla + Daisy	US	78/398,390	4/8/2004	2,974,923
Vanilla + Latte	US	78/398,399	4/8/2004	3,014,243
Vanilla + Mintleaf	US	78/398,408	4/8/2004	3,058,309
Vanilla + Passionfruit	US	78/398,411	4/8/2004	2,980,293
Vanilla + Pearl	US	78/398,413	4/8/2004	3,017,489

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Title	Serial No.	Date Filed	Creation Date	Date Granted	Reg. No.
The Bridge	1-358592711	3/19/2010			TXu 1-739-382
Cookie jar (sweet things in life/fresh baked with love/heartfelt wishes)	Unknown	Unknown	2001	6/13/2005	VA0001336298
Cup and saucer (sweet things in life/fresh backed with love/heartfelt wishes)	Unknown	Unknown	2003	6/13/2005	VA0001336299
Foodservice	Unknown	Unknown	1990	6/22/1990	TX0002868414
Gazebo 3 leaf lid	Unknown	Unknown	1999	2/16/2001	VA0001077862
Gazebo 3 leaf on stem lid	Unknown	Unknown	1999	2/16/2001	VA0001077863
Gazebo 4 leaf lid	Unknown	Unknown	1999	2/16/2001	VA0001077864

Keepsake container (fill your heart with love/fill your home with happiness)	Unknown	Unknown	2003	6/13/2005	VA0001336300
Keepsake container (fill your heart with love/fill your home with happiness)	Unknown	Unknown	2003	6/13/2005	VA0001336301
Keepsake container (fill your heart with love/fill your home with happiness)	Unknown	Unknown	2003	6/13/2005	VA0001336302
"Bailey" striped monkey	Unknown	Unknown	2008	12/2/2010	VA0001748022