

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
Smith Mountain Industries, Inc.		12/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 South Wacker Drive, 13th Floor
Internal Address:	MAC N8405-322
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	2714881	CANDLE CAPPER
Registration Number:	2814795	OLD VIRGINIA CANDLE COMPANY
Registration Number:	2899191	FARM GROWN
Registration Number:	3203368	FRAGRANCE NEVER SOUNDED SO GOOD
Registration Number:	3255835	WOODWICK
Registration Number:	3257463	WOODWICK
Registration Number:	3258312	WOODWICK
Registration Number:	3299600	ECOWOOD WICK
Registration Number:	3414660	WW
Registration Number:	3438522	OO
Registration Number:	3438523	OO
Registration Number:	3443172	OLIVE OIL ORGANICS
Registration Number:	3443173	OLIVE OIL ORGANICS

OP \$1915.00 2714881

Registration Number:	3454687	PASSIONATELY PURE
Registration Number:	3556278	WW WOODWICK
Registration Number:	3814440	WW SPILL-PROOF HOME FRAGRANCE DIFFUSER
Registration Number:	3828312	WHISPERING WOOD
Registration Number:	3832696	NATURES WICK
Registration Number:	3832697	NATURES WICK
Registration Number:	3915725	WW
Registration Number:	3924044	WOODWICK METRO
Registration Number:	3926674	WOODWICK FUSION
Registration Number:	3929729	WOODWICK FUSION
Registration Number:	3935385	WOODWICK AMBIANCE
Registration Number:	3941721	FALL HARVEST
Registration Number:	4017141	WOODWICK ESCAPE
Registration Number:	4020566	WOODWICK ESCAPE
Registration Number:	4039665	WOODWICK ESCAPE
Registration Number:	4075395	PLUSWICK
Registration Number:	4098762	
Registration Number:	4100333	RIBBONWICK
Registration Number:	4123150	R
Registration Number:	4177314	WOOD ESSENCE
Registration Number:	4219213	R RIBBONWICK CANDLELIGHT REINVENTED
Registration Number:	4289102	WW
Registration Number:	4298285	R RIBBONWICK CANDLELIGHT REINVENTED
Registration Number:	4304563	WW WOODWICK
Registration Number:	2846997	THE SOOT STOPPER TOPPER
Serial Number:	85725747	MIKA
Serial Number:	85725753	MIKA
Serial Number:	85725754	MIKA
Serial Number:	85725755	MIKA
Serial Number:	85750010	WOOD ESSENCE
Serial Number:	85750013	WOOD ESSENCE
Serial Number:	85750014	WOOD ESSENCE
Serial Number:	85755511	WOOD ESSENCE
Serial Number:	85755513	WOOD ESSENCE
Serial Number:	85755517	WOOD ESSENCE

TRADEMARK

REEL: 005207 FRAME: 0439

	85781561	WW WOODWICK
Serial Number:	85831206	HEARTHWICK
Serial Number:	85831208	HEARTHWICK
Serial Number:	85864256	MESMERIZING CANDLELIGHT
Serial Number:	85864259	MESMERIZING CANDLELIGHT
Serial Number:	85896665	WOODWICK
Serial Number:	85896673	WW
Serial Number:	85936414	MIKA
Serial Number:	85961129	VIRGINIA CANDLE
Serial Number:	85961130	VIRGINIA CANDLE
Serial Number:	86000407	VIRGINIA CANDLE
Serial Number:	86002004	AMERICAN TREASURES
Serial Number:	86002211	NOETIC
Serial Number:	86002212	NOETIC
Serial Number:	86002218	NOETIC
Serial Number:	86003867	WHISPERING WOOD
Serial Number:	86033240	FIVE AND DIME
Serial Number:	86033241	FIVE AND DIME
Serial Number:	86034751	ARBOR GLOW
Serial Number:	86034752	AMERICAN TREASURES
Serial Number:	86047548	SQUEEZE-UMS
Serial Number:	86047552	SQUEEZE-UMS
Serial Number:	76657681	WW
Serial Number:	76662582	WOODWIC
Serial Number:	76662584	WOODWIK
Serial Number:	77004817	EVOO
Serial Number:	77004824	OXO
Serial Number:	77201910	SOLAR SCENTS

CORRESPONDENCE DATA

Fax Number: 6127661600

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 S 7th St Ste 2200

TRADEMARK
REEL: 005207 FRAME: 0440

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:

Susan Carlson

Signature:

/susan carlson/

Date:

02/03/2014

Total Attachments: 16

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of December 4, 2013, is made by and between Smith Mountain Industries, Inc., a Delaware corporation ("Debtor"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Secured Party"), and having a business location at the address set forth below next to its signature.

Recitals

Debtor, as borrower, and Secured Party, as lender, are parties to a Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of the same date as this Agreement, setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtor.

As a condition to extending credit to or for the account of Debtor, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to any and all patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement

and the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, and this Agreement has been duly and validly authorized by all necessary action on the part of Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall on each anniversary of this Agreement, and at such other times as Secured Party may request, provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all registered Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof and all other Trademarks owned by Debtor. If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall on each anniversary of this Agreement, and at such other times as Secured Party may request, provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) Title. Debtor has indefeasible title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, indefeasible title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks that are necessary in the conduct of Debtor's business against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks necessary in the conduct of Debtor's business to the extent reasonably advisable in its

business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark necessary in the conduct of Debtor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time if immediate action is necessary to maintain any Patent or Trademark as required by subsection (h)), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on written demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the default rate set forth in Section 2.6(b) of the Credit Agreement.

(j) Power of Attorney. Solely for purposes of, and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 (but without limiting any other appointment contained in any other Loan Document), Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3 to the extent Debtor has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling

items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.


7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtor, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

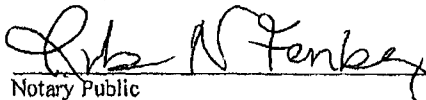
Smith Mountain Industries, Inc.
1000 Dillard Drive
Forest, VA 24551
Attn: Jim Ramaker
Fax: () -
Email: _____

SMITH MOUNTAIN INDUSTRIES, INC.

By: 
Name: Adam Wise
Title: Authorized Representative

STATE OF Michigan)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by Adam Wise, the Authorized of Smith Mountain Industries, Inc., a Delaware corporation, on behalf of said company. REPRESENTATIVE

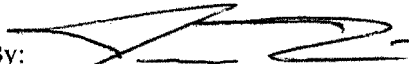

Notary Public

ROBIN N. FENBERG
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES APR 13, 2017
ACTING IN COUNTY OF Oakland

Signature Page to Patent and Trademark Security Agreement

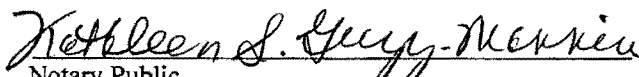
Wells Fargo Bank, National Association
MAC N8405-322
10 South Wacker Drive, 13th Floor
Chicago, IL 60606
Attention: Keith D. Contole
Facsimile: (855) 215-7641
Email: keith.contole@wellsfargo.com

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: James B. Fisher
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by James B. Fisher, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.


Notary Public

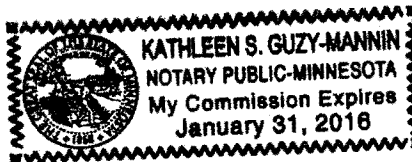


EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Number	Title	Issue Date	Expiration Date
D666,284	Air Freshener Case	Aug. 28, 2012	Aug 28, 2026
D679,441	Candle Wick	Apr. 2, 2013	Apr. 2, 2027
D685,518	Double Candle Wick	July 2, 2013	July 2, 2027
D676,186	Triple Candle Wick	Feb. 12, 2013	Feb. 12, 2027
D676,187	Triple Candle Wick	Feb. 12, 2013	Feb. 12, 2027
D462,132	Cover for a Containerized Candle	Aug. 27, 2002	Aug. 27, 2016
D466,236	Cover for a Containerized Candle	Nov. 26, 2002	Nov. 26, 2016
D465,587	Cover for a Containerized Candle	Nov. 12, 2002	Nov. 12, 2016
D473,330	Venting Plate for a Containerized Candle	Apr. 15, 2003	Apr. 15, 2017
D456,636	Display Stand for Candle Accessories	May 7, 2002	May 7, 2016
D471,299	Venting Plate for a Containerized Candle	May 4, 2003	May 4, 2017
D582,063	Candle Jar and Lid	Dec. 2, 2008	Dec. 2, 2022
D582,580	Candle Jar and Lid	Dec. 9, 2008	Dec. 9, 2022
6,382,962	Venting Cover for a Containerized Candle	May 7, 2002	May 22, 2020
6,585,510	Venting Plate for a Containerized Candle	July 1, 2003	Jan. 2, 2022
6,589,047	Venting Plate for a Containerized Candle with a Channeled Baffle	July 8, 2003	May 22, 2020
6,663,384	Venting Plate for a Containerized Candle	Dec. 16, 2003	Jan. 4, 2022
7,249,947	Venting Chassis for a Containerized Candle	July 31, 2007	Dec. 18, 2024

Exhibit A

dms.us.53081147.02

TRADEMARK
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UNITED STATES PATENT APPLICATIONS

Country or Treaty	Application Number	Title	Status	Application Date
US	13/325,167	Candle Wick and Wick Clip	Pending	Dec. 14, 2011
US	29/406,682	Curved Candle Wick	Pending	Nov. 17, 2011
PCT	PCT/US12/69858	Patterned Candle Wick	Pending	Dec. 14, 2012
US	13/715,501	Patterned Candle Wick	Published	Dec. 14, 2012
US	61/735,290	Massage Wax Melt	Pending	Dec. 10, 2012
US	29/462,717	Air Freshener Case	Pending	Aug. 7, 2013

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

Country or Treaty	Application Number	Title	Status	Application Date
US	13/325,167	Candle Wick and Wick Clip	Pending	Dec. 14, 2011
US	29/406,682	Curved Candle Wick	Pending	Nov. 17, 2011
PCT	PCT/US12/69858	Patterned Candle Wick	Pending	Dec. 14, 2012
US	13/715,501	Patterned Candle Wick	Published	Dec. 14, 2012
US	61/735,290	Massage Wax Melt	Pending	Dec. 10, 2012
US	29/462,717	Air Freshener Case	Pending	Aug. 7, 2013

Exhibit A

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Country	Trademark:	Registration #:	Registration Date:
U.S.A.	CANDLE CAPPER	2,714,881	13-May-2003
U.S.A.	OLD VIRGINIA CANDLE COMPANY	2,814,795	17-Feb-2004
U.S.A.	FARM GROWN	2,899,191	02-Nov-2004
U.S.A.	FRAGRANCE NEVER SOUNDED SO GOOD	3,203,368	30-Jan-2007
U.S.A.	WOODWICK	3,255,835	26-Jun-2007
U.S.A.	WOODWICK	3,257,463	03-Jul-2007
U.S.A.	WOODWICK Stylized	3,258,312	03-Jul-2007
U.S.A.	ECOWOOD WICK	3,299,600	25-Sep-2007
U.S.A.	WW Stylized	3,414,660	22-Apr-2008
U.S.A.	OO	3,438,522	27-May-2008
U.S.A.	OO Stylized	3,438,523	27-May-2008
U.S.A.	OLIVE OIL ORGANICS	3,443,172	03-Jun-2008
U.S.A.	OLIVE OIL ORGANICS Stylized	3,443,173	03-Jun-2008
U.S.A.	PASSIONATELY PURE	3,454,687	24-Jun-2008
U.S.A.	WW WOODWICK & Design	3,556,278	06-Jan-2009
U.S.A.	WW SPILL-PROOF HOME FRAGRANCE DIFFUSER	3,814,440	06-Jul-2010
U.S.A.	WHISPERING WOOD	3,828,312	03-Aug-2010
U.S.A.	NATURES WICK	3,832,696	10-Aug-2010
U.S.A.	NATURES WICK & Design	3,832,697	10-Aug-2010
U.S.A.	WW Stylized	3,915,725	08-Feb-2011

Exhibit B

dms.us.53081147.02

**TRADEMARK
REEL: 005207 FRAME: 0450**

Country	Trademark:	Registration #:	Registration Date:
U.S.A.	WOODWICK METRO	3,924,044	22-Feb-2011
U.S.A.	WOODWICK FUSION	3,926,674	01-Mar-2011
U.S.A.	WOODWICK FUSION	3,929,729	08-Mar-2011
U.S.A.	WOODWICK AMBIANCE	3,935,385	22-Mar-2011
U.S.A.	FALL HARVEST	3,941,721	05-Apr-2011
U.S.A.	WOODWICK ESCAPE	4,017,141	23-Aug-2011
U.S.A.	WOODWICK ESCAPE	4,020,566	30-Aug-2011
U.S.A.	WOODWICK ESCAPE	4,039,665	11-Oct-2011
U.S.A.	PLUSWICK	4,075,395	20-Dec-2011
U.S.A.	Leaf Design	4,098,762	14-Feb-2012
U.S.A.	RIBBONWICK	4,100,333	14-Feb-2012
U.S.A.	R Design	4,123,150	03-Apr-2012
U.S.A.	WOOD ESSENCE	4,177,314	17-Jul-2012
U.S.A.	R RIBBONWICK CANDLELIGHT REINVENTED & Design	4,219,213	02-Oct-2012
U.S.A.	WW Stylized	4,289,102	12-Feb-2013
U.S.A.	R RIBBONWICK CANDLELIGHT REINVENTED Stylized & Design	4,298,285	05-Mar-2013
U.S.A.	WW WOODWICK Stylized	4,304,563	19-Mar-2013
U.S.A.	The Soot Stopper Topper	2846997	19-Jul-2004

APPLICATIONS

Country	Trademark:	Application #:	Filing Date:
U.S.A.	MIKA	85/725,747	11-Sep-2012
U.S.A.	MIKA	85/725,753	11-Sep-2012

Exhibit B

Country	Trademark:	Application #:	Filing Date:
U.S.A.	MIKA	85/725,754	11-Sep-2012
U.S.A.	MIKA	85/725,755	11-Sep-2012
U.S.A.	WOOD ESSENCE	85/750,010	10-Oct-2012
U.S.A.	WOOD ESSENCE	85/750,013	10-Oct-2012
U.S.A.	WOOD ESSENCE	85/750,014	10-Oct-2012
U.S.A.	WOOD ESSENCE Stylized	85/755,511	16-Oct-2012
U.S.A.	WOOD ESSENCE Stylized	85/755,513	16-Oct-2012
U.S.A.	WOOD ESSENCE Stylized	85/755,517	16-Oct-2012
U.S.A.	WW WOODWICK Stylized	85/781,561	16-Nov-2012
U.S.A.	HEARTHWICK	85/831,206	24-Jan-2013
U.S.A.	HEARTHWICK	85/831,208	24-Jan-2013
U.S.A.	MESMERIZING CANDLELIGHT	85/864,256	01-Mar-2013
U.S.A.	MESMERIZING CANDLELIGHT	85/864,259	01-Mar-2013
U.S.A.	WOODWICK	85/896,665	05-Apr-2013
U.S.A.	WW Stylized	85/896,673	05-Apr-2013
U.S.A.	MIKA	85/936,414	20-May-2013
U.S.A.	VIRGINIA CANDLE	85/961,129	17-Jun-2013
U.S.A.	VIRGINIA CANDLE	85/961,130	17-Jun-2013
U.S.A.	VIRGINIA CANDLE	86/000,407	02-Jul-2013
U.S.A.	AMERICAN TREASURES	86/002,004	03-Jul-2013
U.S.A.	NOETIC	86/002,211	03-Jul-2013
U.S.A.	NOETIC	86/002,212	03-Jul-2013
U.S.A.	NOETIC	86/002,218	03-Jul-2013
U.S.A.	WHISPERING WOOD	86/003,867	08-Jul-2013
U.S.A.	FIVE AND DIME	86/033,240	09-Aug-2013

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Country	Trademark:	Application #:	Filing Date:
U.S.A.	FIVE AND DIME	86/033,241	09-Aug-2013
U.S.A.	ARBOR GLOW	86/034,751	12-Aug-2013
U.S.A.	AMERICAN TREASURES	86/034,752	12-Aug-2013
U.S.A.	SQUEEZE-UMS	86/047,548	26-Aug-2013
U.S.A.	SQUEEZE-UMS	86/047,552	26-Aug-2013
U.S.A.	WW	76/657,681	3-Apr-2006
U.S.A.	WOODWIC	76/662,582	5-Jul-2006
U.S.A.	WOODWIK	76/662,584	5-Jul-2006
U.S.A.	EVOO	77/004,817	21-Sept-2006
U.S.A.	OXO	77/004,824	21-Sept-2006
U.S.A.	SOLAR SCENTS	77/201,910	8-Jun-2007

COLLECTIVE MEMBERSHIP MARKS

None.

SUPPLEMENTAL REGISTERED MARKS

None.

UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

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FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

Country	Trademark:	Registration #:	Registration Date:
Australia	WOODWICK	1353286	17-Mar-2011
Australia	WW Stylized	1529460	01-Jul-2013
Canada	WW WOODWICK & Design	TMA735,927	06-Mar-2009
European Community	WW WOODWICK & Design	6102546	04-Dec-2008
European Community	OO Stylized	6104053	26-Jun-2008
European Community	OO OLIVE OIL ORGANICS Stylized	6104202	26-Jun-2008
European Community	WW Stylized	6104401	18-Sep-2008

FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

Country	Trademark:	Application #:	Filing Date:
Australia	RIBBONWICK	1529462	04-Dec-2012
Australia	WOODWICK	1555823	08-May-2013
Canada	WOODWICK	1,597,667	10-Oct-2012
Canada	RIBBONWICK	1,597,668	10-Oct-2012

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Country	Trademark:	Application #:	Filing Date:
Canada	WW Stylized	1,599,283	23-Oct-2012
Canada	WOODWICK	1,627,260	17-May-2013
Canada	WW Stylized	1,627,262	17-May-2013
China	WOODWICK	12477423	24-Apr-2013
China	WOODWICK	12477424	24-Apr-2013
China	WOODWICK	12477425	24-Apr-2013
China	WOODWICK	12477426	24-Apr-2013
China	RIBBONWICK	12477427	24-Apr-2013
China	WW Stylized	12477428	24-Apr-2013
China	WW Stylized	12477429	24-Apr-2013
China	WW Stylized	12477430	24-Apr-2013
China	NATURES WICK	13224164	11-Sep-2013
China	NATURES WICK	13224165	11-Sep-2013
China	WOOD ESSENCE	13224166	11-Sep-2013
China	WOOD ESSENCE	13224167	11-Sep-2013
European Community	WOODWICK	011917771	20-Jun-2013
European Community	RIBBONWICK	011917861	20-Jun-2013
European Community	NATURES WICK	012107058	02-Sep-2013
European Community	WOOD ESSENCE	012107223	02-Sep-2013
India	RIBBONWICK	2526843	07-May-2013
India	WOODWICK	2526844	07-May-2013
India	WW Stylized	2526845	07-May-2013
Japan	WOODWICK	2013-039448	24-May-2013

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TRADEMARK
REEL: 005207 FRAME: 0455

Country	Trademark:	Application #:	Filing Date:
Japan	WW Stylized	2013-039449	24-May-2013
Japan	RIBBONWICK	2013-039450	24-May-2013
Korea, South	WOODWICK	40-2013-22521	09-Apr-2013
Korea, South	WW & Design	40-2013-22522	09-Apr-2013
Korea, South	RIBBONWICK	40-2013-22523	09-Apr-2013
Korea, South	NATURES WICK	40-2013-52232	02-Aug-2013
Korea, South	WOOD ESSENCE	40-2013-52233	02-Aug-2013
Korea, South	WOODWICK	41-2013-13156	05-Apr-2013
Mexico	WOODWICK	1372763	13-May-2013
Mexico	WOODWICK	1372764	13-May-2013
Mexico	WW Stylized	1372765	13-May-2013
Mexico	WW Stylized	1372766	13-May-2013
Mexico	RIBBONWICK	1372767	13-May-2013
New Zealand	WOODWICK	976994	09-May-2013
New Zealand	WW Stylized	976995	09-May-2013
New Zealand	RIBBONWICK	976996	09-May-2013
Thailand	WOODWICK	901407	18-Jul-2013
Thailand	WW Stylized	901408	18-Jul-2013
Thailand	WW Stylized	901409	18-Jul-2013
Thailand	RIBBONWICK	901410	18-Jul-2013

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Country	Trademark:	Application #:	Filing Date:
Vietnam	WOODWICK	4-2013-10577	24-May-2013
Vietnam	WW Stylized	4-2013-10578	24-May-2013
Vietnam	RIBBONWICK	4-2013-10579	24-May-2013

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