

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rimports (USA) LLC		07/02/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	170 S. MAIN STREET		
Internal Address:	6TH FLOOR		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77590959	SCENTSATIONALS	
Serial Number:	86317224	SCENTSATIONALS	
Serial Number:	76599289	SIMPLY SCENTSATIONAL	
Serial Number:	86317215	COMMONSCENTS	
Serial Number:	85624231	COMMONSCENTS	
Serial Number:	86253101	ACCENT WARMER	
Serial Number:	85316315	S	
Serial Number:	86156338	EDISON WAX WARMER	
Serial Number:	86253105	WALL ACCENT WARMER	
CORRESPONDENCE DATA			
Fax Number:	8015327543		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8015321500		
Email:	bowen@rqn.com		
Correspondent Name:	S. Brandon Owen		
Address Line 1:	36 South State Street		
Address Line 2:	Suite 1400		
Address Line 4:	Salt Lake City, UTAH 84111		
		TRADEMARK	

OP \$240.00 77590959

ATTORNEY DOCKET NUMBER:	U.S. BANK (RIMPORTS)
NAME OF SUBMITTER:	S. Brandon Owen
SIGNATURE:	/S. Brandon Owen/
DATE SIGNED:	07/18/2014
Total Attachments: 4 source=Trademark Security Agreement Rimports#page1.tif source=Trademark Security Agreement Rimports#page2.tif source=Trademark Security Agreement Rimports#page3.tif source=Trademark Security Agreement Rimports#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2014, is made by Rimports (USA) LLC, a Utah limited liability company ("*Grantor*"), in favor of U.S. Bank National Association, a national banking association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Borrower the Loans in the principal amount of the Commitments;

WHEREAS, Grantor is a party to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*");

(a) all of each of Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

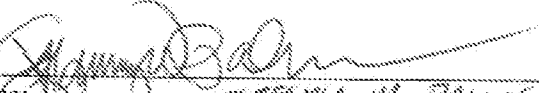
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

****Signature Page Follows****

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

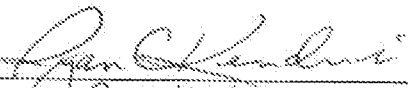
GRANTOR:

RIMPORTS (USA) LLC, a Utah limited liability company

By: 
Name: Gregory W. PALMER
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Ryan Kendrick
Title: Branch Manager

1288606.03

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005325 FRAME: 0476

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
"Scentsationals" (stylized)	77/590,959 October 12, 2008	3,720,828 December 8, 2009	Scented wax for use in candle warmers (Int'l Class No. 4) Electric candle warmers (Int'l Class No. 11)
"Scentsationals"	86/317,224 June 23, 2014	n/a	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"Simply Scentsational"	76/599,289 June 25, 2004	3,214,466 March 6, 2007	Scented Candles (Int'l Class No. 4)
"Common Scents"	86/317,215 June 23, 2014	n/a	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"Common Scents" (stylized)	85/624,231 May 14, 2012	n/a	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"Accent Warmer"	86/253,101	n/a	Electric candle warmers (Int'l Class No. 11)
Stylized "S" logo	85/316,315 May 9, 2011	4,226,721 October 16, 2012	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"Edison Wax Warmer" (stylized)	86/156,338 January 2, 2014	n/a	Electric warmers to melt scented wax (Int'l Class No. 11)
"Wall Accent Warmer"	86/253,105 April 15, 2014	n/a	Electric candle warmers (Int'l Class No. 11)
"AmbiEsents"	n/a	n/a	n/a