TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Thymes, LLC		12/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	90 South Seventh Street
Internal Address:	MAC N9305-187
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4010080	AGAVE NECTAR
Registration Number:	4638118	AQUA CORALLINE
Registration Number:	3864775	AZUR
Registration Number:	3648443	BASIC IN A BEAUTIFUL WAY
Registration Number:	2347544	BEST OF THYMES
Registration Number:	1623206	THE THYMES LIMITED
Registration Number:	4258834	GARDEN ALCHEMY
Registration Number:	2613360	GOLDLEAF
Registration Number:	3350368	INDIGENOUS
Registration Number:	4629590	JADE MATCHA
Registration Number:	3947270	KIMONO ROSE
Registration Number:	4343741	LOTUS SANTAL
Registration Number:	3927090	MOONFLOWER
Registration Number:	3648376	PARABEN FREE. PEOPLE TESTED. PLEASE RECY
Registration Number:	3521765	RED CHÉRIE
Registration Number:	2454113	SLEEP WELL
Registration Number:	3464509	SWEETLEAF BABY
Registration Number:	4053963	T

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Property Type	Number	Word Mark
Registration Number:	3308432	T THYMES
Registration Number:	4566382	TEMPLE TREE JASMINE
Registration Number:	3288716	THYMES
Registration Number:	4625141	THYMES ESSENTIALS
Registration Number:	4621360	THYMES FRAGRANCE STUDIO
Registration Number:	3528309	WILD GINGER
Registration Number:	4258613	WILDWOOD
Serial Number:	86025715	AQUA CORALLINE
Serial Number:	85849812	FRASIER FIR
Serial Number:	86025144	JADE MATCHA
Serial Number:	85307194	LULAH
Serial Number:	86374470	MIRABELLE PLUM
Serial Number:	86374673	TIARE MONOI
Serial Number:	86374772	TUPELO LEMONGRASS
Serial Number:	86374475	VANILLA AMBRETTE
Serial Number:	86025206	ROSEWOOD CITRON
Serial Number:	85906564	TEMPLE TREE JASMINE
Serial Number:	85855333	THYMES CLASSICS
Serial Number:	85089733	THYMES FRAGRANCE STUDIO

CORRESPONDENCE DATA

Fax Number: 6127661600

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.

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

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	12/15/2014

Total Attachments: 10

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security Agreement (the **"Agreement"**), dated as of December 12, 2014 is made by and between **THE THYMES, LLC**, a Delaware limited liability company having its principal business location at the address set forth on the signature page hereto (the **"Company"**), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association having a business location at the address set forth on the signature page hereto (**"Wells Fargo"**).

RECITALS

A. Company and Wells Fargo are parties to an Amended and Restated Credit Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the **"Credit Agreement"**), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

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 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 Company's right, title and interest in and to any and all patents or applications for patents, including, (a) the patents and patent applications listed on ***Exhibit A*** attached hereto, (b) all continuations, divisionals, continuations in part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, fees, 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, (d) the right to sue for past, present, and future infringements thereof, and (e) all of Company's rights corresponding thereto throughout the world.

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

"Trademarks" means all of Company'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 (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on ***Exhibit B*** attached hereto, (b) all renewals thereof, (c) 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, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Company's business symbolized by the foregoing or connected therewith, and (f) all of Company's rights corresponding thereto throughout the world.

2. **Security Interest**. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo 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 all indebtedness, liabilities and other obligations

of Company to Wells Fargo. As set forth in the Credit Agreement and certain other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. 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. Notwithstanding the foregoing, the Security Interest shall not extend to any Patents or Trademarks that constitute Excluded Property (as defined in the Borrower Security Agreement).

3. **General Rights and Obligations**. Except as expressly set forth herein, the rights and obligations of Company and Wells Fargo with respect to the Patents and Trademarks shall in all respects be governed by the Credit Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

4. **Amendment and Restatement.** This Agreement constitutes an amendment to, and a complete restatement of, that certain Patent and Trademark Security Agreement dated as of August 3, 2010 between Company and Wells Fargo.

[Signature Page Follows.]

TRADEMARK
REEL: 005419 FRAME: 0294

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

THE THYMES, LLC

By: _____
Name: Allison Garside
Its: Chief Financial Officer/Treasurer

Address:
The Thymes, LLC
Attention: Allison Garside, CFO
629 9th Street SE
Minneapolis, MN 55414
Telecopy: (612) 638-4494

[Signature Page to Amended and Restated Patent and Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Kael Peterson
Its: Vice President

Address:

Wells Fargo Bank, National Association
Attention: Kael Peterson
MAC N9305-187
90 South Seventh Street
Minneapolis, MN 55402
Telecopy: (612) 667-4144

[Signature Page to Amended and Restated Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

TRADEMARK
REEL: 005419 FRAME: 0297

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

UNITED STATES:

Trademark	Country	Status	Registration No.	Registration Date
AGAVE NECTAR	US	Registered	4,010,080	9-Aug-11
AQUA CORALLINE	US	Registered	4,638,118	11-Nov-14
AZUR	US	Registered	3,864,775	19-Oct-10
BASIC IN A BEAUTIFUL WAY	US	Registered	3,648,443	30-Jun-09
BEST OF THYMES	US	Registered	2,347,544	2-May-00
THE THYMES LIMITED	US	Registered	1,623,206	20-Nov-90
GARDEN ALCHEMY[1]	US	Registered	4,258,834	11-Dec-12
GOLDLEAF	US	Registered	2,613,360	27-Aug-02
INDIGENOUS	US	Registered	3,350,368	4-Dec-07
JADE MATCHA	US	Registered	4,629,590	28-Oct-14
KIMONO ROSE	US	Registered	3,947,270	19-Apr-11
LOTUS SANTAL	US	Registered	4,343,741	28-May-13
MOONFLOWER	US	Registered	3,927,090	1-Mar-11
PARABEN FREE. PEOPLE TESTED. PLEASE RECYCLE.	US	Registered	3,648,376	30-Jun-09
RED CHÉRIE	US	Registered	3,521,765	21-Oct-08
SLEEP WELL	US	Registered	2,454,113	22-May-01
SWEETLEAF BABY	US	Registered	3,464,509	8-Jul-08
	US	Registered	4,053,963	8-Nov-11

[1] Collection retired; registration will be abandoned at next deadline.

TRADEMARK
REEL: 005419 FRAME: 0298

Trademark	Country	Status	Registration No.	Registration Date
T & Design				
T THYMES & Design	US	Registered	3,308,432	9-Oct-07
TEMPLE TREE JASMINE	US	Registered	4,566,382	15-Jul-14
THYMES	US	Registered	3,288,716	4-Sep-07
THYMES ESSENTIALS	US	Registered	4,625,141	21-Oct-14
THYMES FRAGRANCE STUDIO	US	Registered	4,621,360	14-Oct-14
WILD GINGER[2]	US	Registered	3,528,309	4-Nov-08
WILDWOOD	US	Registered	4,258,613	11-Dec-12
AGAVE NECTAR	US	Registered	4,010,080	9-Aug-11

FOREIGN JURISDICTIONS:

Trademark	Country	Status	Registration No.	Registration Date
AZUR	CA	Registered	TMA818137	22-Feb-12
BASIC IN A BEAUTIFUL WAY	CA	Registered	TMA866285	29-Nov-13
GOLDLEAF	EM	Registered	2181733	19-Jun-02
GOLDLEAF	CA	Registered	TMA607416	13-Apr-04
LULAH	CA	Registered	TMA866281	29-Nov-13
PARABEN FREE. PEOPLE TESTED. PLEASE RECYCLE.	CA	Registered	TMA861173	25-Sep-13
RED CHÉRIE	CA	Registered	TMA770152	18-Jun-10
	CA	Registered	TMA853919	25-Jun-13

[2] Collection retired; registration will be abandoned at next deadline.

Trademark	Country	Status	Registration No.	Registration Date
T & Design				
T THYMES & Design	CN	Registered	8101900	7-Jul-13
T THYMES & Design	CA	Registered	TMA864041	31-Oct-13
T THYMES & Design	CN	Registered	8592597	7-Jul-13
T THYMES & Design	CN	Registered	8592598	28-Aug-11
THYMES	DO	Registered	205095	31-Jul-13

APPLICATIONS

UNITED STATES:

Trademark	Country	Status	Serial No.	Application Date
AQUA CORALLINE	US	Pending	86/025,715	1-Aug-13
FRASIER FIR	US	Pending	85/849,812	14-Feb-13
JADE MACHTA	US	Pending	86/025,144	31-Jul-13
LULAH	US	Pending	85/307,194	28-Apr-11
MIRABELLE PLUM	US	Pending	86/374,470	22-Aug-14
TIARE MONOI	US	Pending	86/374,673	22-Aug-14
TUPELO LEMONGRASS	US	Pending	86/374,772	22-Aug-14

Trademark	Country	Status	Serial No.	Application Date
VANILLA AMBRETTE	US	Pending	86/374,475	22-Aug-14
ROSEWOOD CITRON	US	Pending	86/025,206	31-Jul-13
TEMPLE TREE JASMINE	US	Pending	85/906,564	17-Apr-13
THYMES CLASSICS	US	Pending	85/855,333	20-Feb-13
THYMES FRAGRANCE STUDIO	US	Pending	85/089,733	21-Jul-10

FOREIGN JURISDICTIONS:

Trademark	Country	Status	Serial No.	Application Date
AQUA CORALLINE	CA	Pending	1691267	26-Aug-14
JADE MACHTA[3]	CA	Pending	1691270	26-Aug-14
LOTUS SANTAL	CA	Pending	1620075	27-Mar-13
MIRABELLE PLUM	CA	Pending	1691269	26-Aug-14
ROSEWOOD CITRON	CA	Pending	1691271	26-Aug-14
T THYMES & Design	CN	Pending	00031811	8-Oct-10
T THYMES & Design	CA	Pending	1648117	17-Oct-13
TEMPLE TREE JASMINE	CA	Pending	1624923	1-May-13
THYMES	EM	Pending	13201546	26-Aug-14
THYMES CLASSICS	CA	Pending	1657585	23-Dec-13
THYMES ESSENTIALS	CA	Pending	1657586	23-Dec-13
THYMES FRAGRANCE STUDIO	CA	Pending	1489859	23-Jul-10
TIARE MONOI	CA	Pending	1691268	26-Aug-14

[3] The intended trademark is "Jade Matcha" and will be amended prior to registration.

Trademark	Country	Status	Serial No.	Application Date
VANILLA AMBRETTE	CA	Proposed		

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.