

TRADEMARK ASSIGNMENT COVER SHEET

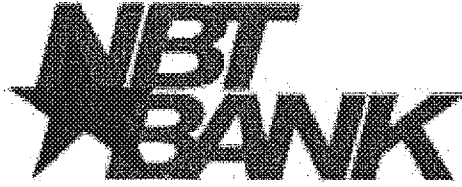
Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336098

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VILLAGE CANDLE, INC. | | 03/24/2015 | CORPORATION: MAINE |
| RECEIVING PARTY DATA | | | |
| Name: | NBT BANK, N.A. | | |
| Street Address: | 52 South Broad Street | | |
| City: | Norwich | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 13815 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2161759 | VILLAGE CANDLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2077913111 | | |
| <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: | (207)791-3257 | | |
| Email: | tm@preti.com | | |
| Correspondent Name: | Stephen D. Wilson, Esq. | | |
| Address Line 1: | Preti, Flaherty, Beliveau & Pachios, LLP | | |
| Address Line 2: | 60 State Street, Suite 1100 | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | (79667)-2015-001 | | |
| NAME OF SUBMITTER: | Stephen D. Wilson, Esq. | | |
| SIGNATURE: | /Stephen D. Wilson/ | | |
| DATE SIGNED: | 03/24/2015 | | |
| Total Attachments: 24 | | | |
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COMMERCIAL SECURITY AGREEMENT

THIS COMMERCIAL SECURITY AGREEMENT (this "Agreement"), is made as of this 24th day of March, 2015, by and between **VILLAGE CANDLE, INC.**, a Maine corporation with offices at 90 Spencer Drive, Wells, Maine 04090 ("Borrower"), and **NBT BANK, N.A.**, a national banking association with offices at 52 South Broad Street, Norwich, New York 13815, and its successors and assigns ("Lender").

1. **THE SECURITY.** The Debtor hereby grants to the Lender, to secure the payment and performance of the Indebtedness, a security interest in and so pledges and assigns to the Lender the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

(a) All accounts (including healthcare insurance receivables), contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Debtor from a factor; commercial tort claims; securities and all other investment property; supporting obligations; insurance claims and proceeds; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture and other equipment of every type now owned or hereafter acquired by the Debtor.

(d) All of the Debtor's deposit accounts with the Lender. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; and (v) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible

property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including, but not limited to, any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Debtor to the Lender. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor to the Lender, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Lender by assignment or otherwise, including, without limitation, all "Obligations" of Debtor to Lender as that term is defined in a certain Loan Agreement of even date between Debtor and Lender (as amended, restated, supplemented, waived or otherwise modified and in effect from time to time, the "Loan Agreement"), any and all other documents which Debtor executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Indebtedness, or any part thereof, as each of the foregoing may from time to time be extended, amended, restated, supplemented or otherwise modified.

3. DEBTOR'S COVENANTS. The Debtor represents, covenants and warrants that unless compliance is waived by the Lender in writing:

(a) All of the representations, warranties and covenants of the Debtor contained in the Loan Agreement are incorporated herein by reference.

(b) The Debtor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(c) The Debtor's chief executive office (if the Debtor is not an individual) is located in the State of Maine. In addition, the Debtor is incorporated in or organized under the laws of the State of Maine. The Debtor's organizational identification number is 19950746D. The Debtor shall give the Lender at least thirty (30) days notice before changing its residence or its chief executive office or state of organization. The Debtor will notify the Lender in writing prior to any change in the location of any Collateral, including the Books and Records.

(d) The Debtor will notify the Lender in writing prior to any change in the Debtor's name, identity or business structure.

(e) Unless otherwise agreed, the Debtor has not granted and will not grant any security interest in any of the Collateral except to the Lender, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Lender, except as set forth in Exhibit A to this Agreement.

(f) The Debtor will promptly notify the Lender in writing of any event which affects the value of the Collateral, the ability of the Debtor or the Lender to dispose 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 Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(g) The Debtor shall pay all reasonable costs necessary to preserve, defend, enforce and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Lender's security interest (collectively, the "Collateral Costs"). Without waiving the Debtor's default for failure to make any such payment, the Lender at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Debtor agrees to reimburse the Lender on demand for any Collateral Costs so incurred.

(h) Until the Lender exercises its rights to make collection, the Debtor will diligently collect all Collateral.

(i) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Debtor shall immediately deliver such document to the Lender, together with any necessary endorsements.

(j) The Debtor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Lender; provided, however, that the Debtor may sell inventory and other assets in the ordinary course of business.

(k) The Debtor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Lender and include a loss payable endorsement in favor of the Lender in a form acceptable to the Lender. Upon the request of the Lender, the Debtor will deliver to the Lender a copy of each insurance policy, or, if permitted by the Lender, a certificate of insurance listing all insurance in force.

(l) The Debtor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Debtor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property, to the removal by the Lender of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Lender and shall provide that the Lender has no liability to such owner, holder of any lien, or any other person.

(m) Exhibit B to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, federal licenses (including firearm licenses), trade names and all applications therefor, in which the Debtor has any right, title or interest, throughout the world. To the extent required by the Lender in its discretion, the Debtor will promptly notify the Lender of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit B. The Debtor authorizes the Lender, without notice to the Debtor, to modify this Agreement by amending Exhibit B to include any such Collateral.

(n) The Debtor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Debtor pursuant to the terms of its intellectual property management program. The Debtor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Lender and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Debtor or the Lender. The Debtor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Debtor's business, or except with the Lender's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Debtor agrees that the Lender may at its option at any time, whether or not the Debtor is in default:

(a) Require the Debtor to deliver to the Lender (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes, with reasonable notice to the Debtor, enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Debtor to deliver to the Lender any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Lender the proceeds of any such letters of credit.

(d) Notify any account debtors (only upon the occurrence of an Event of Default which is not cured within any applicable cure period), any buyers of the Collateral or any other persons of the Lender's interest in the Collateral.

5. DEFAULTS. All Events of Default contained in the Loan Agreement are incorporated herein by reference.

6. LENDER'S REMEDIES AFTER DEFAULT. Upon the occurrence of an Event of Default which is not cured within any applicable cure period, the Lender may do anyone or more of the following:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code as adopted in the State of Maine, and any other applicable law.

(c) Enforce the security interest of the Lender in any deposit account of the Debtor maintained with the Lender by applying such account to the Indebtedness.

(d) Require the Debtor to obtain the Lender's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Debtor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Lender in kind.

(f) Require the Debtor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Lender's exclusive control.

(g) Require the Debtor to assemble the Collateral, including the Books and Records, and make them available to the Lender at a place designated by the Lender. Lender acknowledges that the Books and Records may be subject to confidentiality, license and other agreements imposing certain restrictions and conditions, including upon transfer, assignment and use, and that Debtor and Lender shall work together so as to prevent any violation of any such agreement.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Debtor's equipment, if the Lender deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith, the Debtor irrevocably authorizes the Lender to endorse or sign the Debtor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Debtor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and reasonably compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Debtor.

(k) Use or transfer any of the Debtor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Debtor, if the Lender deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Debtor agrees that any such use or transfer shall be without any additional consideration to the Debtor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, licenses, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Debtor has any right or interest, whether by ownership, license, contract or otherwise. Lender acknowledges that the Intellectual Property, to the extent licensed from others, may be subject to confidentiality, license and other agreements imposing certain restrictions and conditions, including upon transfer, assignment and use, and that Debtor and Lender shall work together so as to prevent any violation of any such agreement.

(l) Have a receiver appointed by any court of competent jurisdiction, including appointment by ex parte proceedings, to take possession of the Collateral. The Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment

(m) Take such measures as the Lender may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Debtor hereby irrevocably constitutes and appoints the Lender as the Debtor's attorney-in-fact to perform all reasonable acts and execute all reasonable documents in connection therewith.

(n) Without notice or demand to the Debtor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Lender or any of the Lender's agents or affiliates to or for the credit of the account of the Debtor or any guarantor or endorser of the Debtor's Indebtedness.

(o) Exercise any other remedies available to the Lender at law or in equity.

7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Lender to enforce any provision shall not preclude the Lender from enforcing any such provision thereafter.

(b) The Debtor shall, at the request of the Lender, execute such other agreements, documents, instruments or financing statements in connection with this Agreement as the Lender may reasonably deem necessary. The Debtor hereby irrevocably authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law that, describe the Collateral as all assets of the Debtor or words of similar effect, and which contain any other information required by

Part 5 of Revised Article 9 of the Uniform Commercial Code as adopted in the State of Maine, for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor.

(c) All notes, security agreements, subordination agreements and other documents executed by the Debtor or furnished to the Lender in connection with this Agreement must be in form and substance satisfactory to the Lender.

(d) This Agreement shall be governed by and construed according to the laws of the State of Maine, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code as adopted in the State of Maine.

(g) In the event of any action by the Lender to enforce this Agreement or to protect the security interest of the Lender in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Debtor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Lender seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Lender and the Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Lender's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Lender of any of the Indebtedness or the Collateral, the Lender thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Lender shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Debtor if more than one are joint and several and all shall be binding upon the heirs, legal representatives, successors and assigns of the Debtor.

8. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT, EACH PARTY REPRESENTS AND AGREES THAT (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

9. NOTICES. Any notice required or permitted to be given under this Agreement, shall be given in accordance with Section 8.6 of the Loan Agreement.

10. CROSS-DEFAULT/CROSS COLLATERAL PROVISION. All Loans between Lender and Borrower (including all Affiliates and Subsidiaries) (as each of said capitalized terms for the purposes of this Section 10 are defined in the Loan Agreement) shall be cross-defaulted and cross-collateralized.

[NO FURTHER TEXT. SIGNATURE PAGES FOLLOW.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above-written, intending to create an instrument executed under seal.

ATTEST:

DEBTOR:
VILLAGE CANDLE, INC.

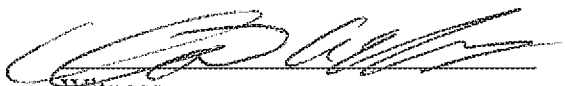
Tara F. [Signature]
Witness

By: [Signature]
Name: Paul J. Aldrich
Title: President and CEO

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above-written, intending to create an instrument executed under seal.

ATTEST:

LENDER:
NBT BANK, N.A.


Witness

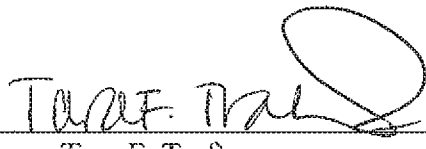
By: 
Name: Tara F. Trafton
Title: Senior Vice President

EXHIBIT A

Permitted Liens

None

Monday, March 16, 2015

EXHIBIT B

TRADEMARKS FOR OWNER

Village Candle, Inc.

| Mark Name | Country Name | Application Number | Registration Number | Publication Date | Expiration Date |
|-------------------------|---------------|----------------------|---------------------|------------------|-----------------|
| MARKET COLLECTION | United States | 78/150785 | 2721580 | 3/11/2003 | 6/3/2013 |
| | Client Name | VC-0001 | REG | NAT | inactive |
| | Attorney Name | Kevin R. Haley, Esq. | | | |
| | Agent Name | | | | |
| CAR CANDLE | United States | 78/032279 | 2637330 | 3/12/2002 | 10/15/2022 |
| | Client Name | VC-0002 | REG | NAT | Registered |
| | Attorney Name | Kevin R. Haley, Esq. | | | |
| | Agent Name | | | | |
| VILLAGE HOME (& Design) | United States | 76/054824 | | 6/17/2003 | |
| | Client Name | VC-0003 | Z | NAT | inactive |
| | Attorney Name | Kevin R. Haley, Esq. | | | |
| | Agent Name | | | | |

Class Number 04 International Goods Scented candles

Class Number 05 International Goods Car Deodorizers

Class Number 35 International Goods Wholesale store, retail store, mail order and computerized online retail services featuring candles, home furnishings, and all related accessories.

Monday, March 16, 2015

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|--|-------------------|--|-----------------|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| VC VILLAGE CANDLE FUNDRAISING (Stylized) | 76331163 | 2942416 | 8/17/2004 |
| United States | 10/29/2001 | 4/19/2005 | 4/19/2015 |
| ClientName | DocketNumber | Z NAT | Inactive |
| VC-0004 | | | |
| ClassNumber | ClassType | Goods | |
| 35 | International | Retail, wholesale, mail order and computerized online retail store services in connection with charitable fund raising featuring candles, car fresheners and related accessories | |
| DECORATE WITH FRAGRANCE | 75737777 | 2336230 | 1/4/2000 |
| United States | 6/28/1999 | 3/28/2000 | 3/28/2010 |
| ClientName | DocketNumber | REG NAT | Inactive |
| VC-0008 | | | |
| ClassNumber | ClassType | Goods | |
| 35 | International | Retail, wholesale, and mail order services featuring candles and related accessories. | |
| VILLAGE CANDLE | 75270165 | 2161759 | 3/10/1998 |
| United States | 4/7/1997 | 6/27/1998 | 6/27/2018 |
| ClientName | DocketNumber | REG NAT | Registered |
| VC-0009 | | | |
| ClassNumber | ClassType | Goods | |
| 04 | International | Candles | |
| 35 | International | Retail, wholesale and mail order store services featuring candles and related accessories | |

MDCLIPMaster

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Trademarks by Owner

Monday, March 16, 2015

TRADEMARKS FOR OWNER

Village Candle, Inc.

| <i>MarkName</i> | <i>ApplicationNumber</i> | <i>RegistrationNumber</i> | <i>PublicationDate</i> |
|--------------------------|--------------------------|---------------------------|------------------------|
| <i>CountryName</i> | <i>ApplicationDate</i> | <i>RegistrationDate</i> | <i>ExpirationDate</i> |
| SECRET SPICE | 75205348 | 2110809 | 8/12/1997 |
| United States | 11/27/1996 | 11/4/1997 | 11/4/2007 |
| <i>ClientName</i> | <i>DocketNumber</i> | REG NAT | inactive |
| Kevin R. Haley, Esq. | VC-0010 | | |
| <i>AttorneyName</i> | <i>ClassType</i> | | |
| <i>AgentName</i> | Goods | | |
| | 4 | | |
| | international | | |
| | Candles | | |
| CINNAMON BUN | 75205347 | 2110808 | 8/12/1997 |
| United States | 11/27/1996 | 11/4/1997 | 11/4/2017 |
| <i>ClientName</i> | <i>DocketNumber</i> | REG NAT | Registered |
| Kevin R. Haley, Esq. | VC-0011 | | |
| <i>AttorneyName</i> | <i>ClassType</i> | | |
| <i>AgentName</i> | Goods | | |
| | 4 | | |
| | International | | |
| | Candles | | |
| WINTER WONDERLAND | 75204924 | 2112368 | 11/11/2007 |
| United States | 11/27/1996 | 11/11/1997 | inactive |
| <i>ClientName</i> | <i>DocketNumber</i> | REG NAT | inactive |
| Kevin R. Haley, Esq. | VC-0012 | | |
| <i>AttorneyName</i> | <i>ClassType</i> | | |
| <i>AgentName</i> | Goods | | |
| | 4 | | |
| | International | | |
| | Candles | | |
| SLEIGH BELLS | 75204923 | 2110805 | 8/12/1997 |
| United States | 11/27/1996 | 11/4/1997 | 11/4/2007 |
| <i>ClientName</i> | <i>DocketNumber</i> | REG NAT | inactive |
| Kevin R. Haley, Esq. | VC-0013 | | |
| <i>AttorneyName</i> | <i>ClassType</i> | | |
| <i>AgentName</i> | Goods | | |
| | 4 | | |
| | International | | |
| | Candles | | |

Trademarks by Owner

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MDC IPMaster

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | CountryName | ApplicationNumber | RegistrationNumber | PublicationDate |
|----------------------------------|----------------------|-------------------|--------------------|--|
| | | ApplicationDate | RegistrationDate | ExpirationDate |
| SUGAR COOKIE | United States | 75204922 | 2110804 | 8/12/1997 |
| ClientName | Kevin R. Haley, Esq. | 11/27/1996 | 11/4/1997 | 11/4/2017 |
| AttorneyName | | DocketNumber | REG | NAT |
| AgentName | | ClassNumber | 4 | Goods |
| | | ClassType | International | Candles |
| SIMMERBLENDS | United States | 78193514 | 2809525 | 7/15/2003 |
| ClientName | Kevin R. Haley, Esq. | 12/11/2002 | 1/27/2004 | 1/27/2024 |
| AttorneyName | | DocketNumber | Z | NAT |
| AgentName | | ClassNumber | 04 | Goods |
| | | ClassType | International | Non-burning scented candles |
| SURROUND YOURSELF WITH FRAGRANCE | United States | 78725553 | | 12/2/2003 |
| ClientName | Kevin R. Haley, Esq. | 3/14/2003 | | |
| AttorneyName | | DocketNumber | Z | NAT |
| AgentName | | ClassNumber | 35 | Goods |
| | | ClassType | international | Wholesale, retail, mail order, and computerized online retail services featuring candles, home furnishings, and related accessories. |

TRADEMARKS FOR OWNER

Village Candle, Inc.

| <i>MarkName</i> | <i>Application Number</i> | <i>Registration Number</i> | <i>Publication Date</i> |
|-----------------------|---------------------------|----------------------------|---|
| <i>CountryName</i> | <i>Application Date</i> | <i>Registration Date</i> | <i>Expiration Date</i> |
| FRAGRANCED HOME DECOR | 77231183 | | |
| United States | 7/17/2007 | | |
| <i>ClientName</i> | <i>DocketNumber</i> | <i>REG</i> | <i>NAT</i> |
| Kevin R. Haley, Esq. | VC-0021 | | Inactive |
| <i>AttorneyName</i> | <i>ClassNumber</i> | <i>ClassType</i> | <i>Goods</i> |
| | 21 | International | decorative glass products, namely candle holders, for use with candles and scented oils |
| | 3 | International | scented oils used to produce aromas when heated |
| | 4 | International | candles |
| DELICIEUSSE | 77231238 | | 4/15/2006 |
| United States | 7/17/2007 | | |
| <i>ClientName</i> | <i>DocketNumber</i> | <i>REG</i> | <i>NAT</i> |
| Kevin R. Haley, Esq. | VC-0022 | | Inactive |
| <i>AttorneyName</i> | <i>ClassNumber</i> | <i>ClassType</i> | <i>Goods</i> |
| | 21 | International | decorative glass, namely, candle holders, for use with candles and scented oils |
| | 3 | International | scented oils used to produce aromas when heated |
| | 4 | International | candles |

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|--|---|-----------------------|-------------------------|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| CAMDEN DESIGNS United States | 77288956 8/29/2007 | REG NAT | Inactive |
| ClientName AtorneyName AgentName | VC-0024 Kevin R. Haley, Esq. | | |
| | ClassNumber ClassType Goods | | |
| | 21 International Decorative glass for use with candles and scented oils | | |
| | 3 International Scented body lotions and soaps, scented oils | | |
| | 4 International Candles | | |
| FREE SCENTER United States | 77364541 1/4/2008 | 3768080 3/30/2010 | 9/8/2009 3/30/2020 |
| ClientName AtorneyName AgentName | VC-0025 Kevin R. Haley, Esq. | REG NAT | Registered |
| | ClassNumber ClassType Goods | | |
| | 5 International Air fresheners | | |
| MINI-SCENTER United States | 77470424 5/9/2008 | 3729288 12/22/2009 | 10/7/2008 12/22/2019 |
| ClientName AtorneyName AgentName | VC-0026 Kevin R. Haley, Esq. | REG NAT | Registered |
| | ClassNumber ClassType Goods | | |
| | 5 International Air fresheners | | |

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|------------------------|-------------------|---|-----------------|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| VILLAGE CANDLE | 0000000 | 1114164 | |
| Community Trademark | 3/18/1999 | 5/3/2000 | 3/31/2019 |
| ClientName | DocketNumber | REG | C |
| Kevin R. Haley, Esq. | VC-0027 | | Registered |
| J.A. Kemp & Co. | | | |
| ClassNumber | ClassType | Goods | |
| 11 | International | Lamps; lamp stands; lamp shades; lamps including candles; fragranced burning lamps; oil lamps; fragranced oil lamps; lanterns | |
| 21 | International | Candle sticks, candle holders and canelabras; candle rings; candle extinguishers | |
| 4 | International | Candles; scented and fragranced candles; candle assemblies; wicks for candles; candle wax; fragranced oils; lamp oils; lamp wicks | |
| FRUGAL IS THE NEW CHIC | 77638616 | | 4/21/2009 |
| United States | 12/19/2008 | | |
| ClientName | DocketNumber | REG | NAT |
| Kevin R. Haley, Esq. | VC-0028 | | Inactive |
| J.A. Kemp & Co. | | | |
| ClassNumber | ClassType | Goods | |
| 35 | International | Retail, wholesale and mail order store services featuring candles and related accessories | |
| 4 | International | Candles | |

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|--------------------------|----------------------|--------------------|--|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| THE NEW #1 | 77785872 | | |
| United States | 7/21/2009 | | |
| ClientName | DocketNumber | REG NAT | Inactive |
| VC-0029 | | | |
| AttorneyName | Kevin R. Haley, Esq. | | |
| AgentName | ClassNumber | ClassType | Goods |
| | 4 | International | Candles |
| | 85027054 | 3999334 | 10/5/2010 |
| AMERICA'S PROFIT SCENTER | 4/30/2010 | 7/19/2011 | 7/19/2021 |
| United States | DocketNumber | REG NAT | Registered |
| VC-0030 | | | |
| ClientName | Kevin R. Haley, Esq. | | |
| AttorneyName | ClassNumber | ClassType | Goods |
| AgentName | 035 | International | Wholesale, mail order and computerized on-line wholesale store services featuring candles, automotive air fresheners and related accessories |
| | 85499280 | | |
| DECORATE WITH FRAGRANCE | 12/15/2011 | | |
| United States | DocketNumber | Z NAT | Filed |
| VC-0031 | | | |
| ClientName | Kevin R. Haley, Esq. | | |
| AttorneyName | ClassNumber | ClassType | Goods |
| AgentName | 035 | National | Retail wholesale and mail order services featuring candles and related accessories. |

Monday, March 16, 2015

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | CountryName | ApplicationNumber | RegistrationNumber | PublicationDate |
|----------------|----------------------|-------------------|--------------------|--|
| | | ApplicationDate | RegistrationDate | ExpirationDate |
| RADIANCE | United States | 85496319 | 4250783 | |
| ClientName | | 12/15/2011 | 11/13/2012 | 11/13/2022 |
| AttorneyName | Kevin R. Haley, Esq. | DocketNumber | VC-0032 | REG NAT |
| AgentName | | ClassNumber | 004 | Goods |
| | | ClassType | National | Candles |
| SAMPLE SCENTER | United States | 85500771 | 4415412 | |
| ClientName | | 12/21/2011 | 10/8/2013 | 10/8/2023 |
| AttorneyName | Kevin R. Haley, Esq. | DocketNumber | VC-0033 | Z NAT |
| AgentName | | ClassNumber | 035 | Goods |
| | | ClassType | National | Retail, wholesale and mail order services featuring candles and related accessories. |
| RADIANCE | United States | 85501893 | 4240803 | |
| ClientName | | 12/22/2011 | 11/13/2012 | 11/13/2022 |
| AttorneyName | Kevin R. Haley, Esq. | DocketNumber | VC-0034 | REG NAT |
| AgentName | | ClassNumber | 005 | Goods |
| | | ClassType | National | Air fresheners |

Trademarks by Owner

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TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|--|--|--------------------|-----------------|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| THE FRAGRANCE COMPANY United States | 85789711 11/28/2012 | | |
| ClientName AtorneyName AgentName | DocketNumber ClassType Goods 035 International Online retail store services and mail order catalog services featuring scented products. | Z NAT | Filed |
| DUAL WICK TECHNOLOGY United States | 86160455 1/8/2014 | | |
| ClientName AtorneyName AgentName | DocketNumber ClassType Goods 004 International Candles. | REG NAT | Inactive |
| DECOR United States | 86160476 1/8/2014 | | |
| ClientName AtorneyName AgentName | DocketNumber ClassType Goods 004 International Candles. | REG NAT | Filed |
| DECOR United States | 86160502 1/8/2014 | | |
| ClientName AtorneyName AgentName | DocketNumber ClassType Goods 005 International Air fresheners and fragrance diffusers. | Z NAT | Filed |

TRADEMARKS FOR OWNER

Village Candle, Inc.

| MarkName | ApplicationNumber | RegistrationNumber | PublicationDate |
|---------------------|----------------------|---|-----------------|
| CountryName | ApplicationDate | RegistrationDate | ExpirationDate |
| COLOURS | 86160981 | | |
| United States | 1/9/2014 | | |
| ClientName | DocketNumber | VC-0039 | Z NAT Filed |
| AtorneyName | Kevin R. Haley, Esq. | | |
| AgentName | | | |
| ClassNumber | ClassType | Goods | |
| 004 | International | Candles. | |
| 005 | International | Air Fresheners and fragrance diffusers. | |
| TRADITIONS | 86160984 | | |
| United States | 1/9/2014 | | |
| ClientName | DocketNumber | VC-0040 | Z NAT Inactive |
| AtorneyName | Kevin R. Haley, Esq. | | |
| AgentName | | | |
| ClassNumber | ClassType | Goods | |
| 004 | International | Candles. | |
| 005 | International | Air fresheners and fragrance diffusers. | |
| COLOUR, YOUR SENSES | 86319842 | | |
| United States | 6/25/2014 | | |
| ClientName | DocketNumber | VC-0041 | Z NAT Filed |
| AtorneyName | Kevin R. Haley, Esq. | | |
| AgentName | | | |
| ClassNumber | ClassType | Goods | |
| 005 | International | Wholesale, mail order and computerized on-line wholesale store services featuring candles, automotive air fresheners and related accessories. | |

Monday, March 16, 2015

TRADEMARKS FOR OWNER

Village Candle, Inc.

| Mark Name | Application Number | Registration Number | Publication Date |
|-----------------------|--------------------|---------------------|---|
| Country Name | Application Date | Registration Date | Expiration Date |
| LIGHT SOMETHING HAPPY | 86358475 | | |
| United States | 8/6/2014 | | |
| Client Name | Docket Number | Z NAT | Filed |
| Kevin R. Haley, Esq. | VC-0042 | | |
| Attorney Name | Class Number | Class Type | Goods |
| Agent Name | 004 | International | Candles. |
| | 005 | International | Air fresheners and fragrance diffusers. |

Criteria #Name?

Order by Owner then #Name?

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