

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Thymes, LLC		01/28/2016	LIMITED LIABILITY COMPANY: INDIANA
Desirepath Mississippi LLC		01/28/2016	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	71 S. Wacker Drive, Suite 2110
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 47

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:	4831281	FILIGREE
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:	4667844	LULAH
Registration Number:	4797008	MIRABELLE PLUM
Registration Number:	3927090	MOONFLOWER
Registration Number:	3648376	PARABEN FREE. PEOPLE TESTED. PLEASE RECY
Registration Number:	3521765	RED CHÉRIE

OP \$1190.00 4010080

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2454113	SLEEP WELL
Registration Number:	3464509	SWEETLEAF BABY
Registration Number:	4053963	T
Registration Number:	3308432	T THYMES
Registration Number:	4566382	TEMPLE TREE JASMINE
Registration Number:	4629387	TEMPLE TREE JASMINE
Registration Number:	3288716	THYMES
Registration Number:	4724277	THYMES CLASSICS
Registration Number:	4625141	THYMES ESSENTIALS
Registration Number:	4621360	THYMES FRAGRANCE STUDIO
Registration Number:	1623206	THE THYMES LIMITED
Registration Number:	4258613	WILDWOOD
Registration Number:	4775046	CAPRI BLUE
Registration Number:	4874901	CAPRI BLUE
Registration Number:	4654295	CAPRI BLUE MUSE
Registration Number:	4600655	ALOHA ORCHID
Registration Number:	3380623	TRAVIATA
Registration Number:	2697806	ASPEN BAY CANDLES
Registration Number:	2271864	BLOSSOMS
Registration Number:	2271863	BLOSSOM
Serial Number:	86554419	AMBROSIA SPICE
Serial Number:	86554448	BLUE LOTUS
Serial Number:	86553150	FIGLEAF & CASSIS
Serial Number:	86554524	FRASIER FIR
Serial Number:	86553171	GINGER MILK
Serial Number:	86553214	SPRIG
Serial Number:	86374772	TUPELO LEMONGRASS
Serial Number:	86374475	VANILLA AMBRETTE
Serial Number:	86790457	MISSISSIPPI RIVER TRADERS EXPORTERS
Serial Number:	86172808	VOLCANO

CORRESPONDENCE DATA

Fax Number: 3128637141

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: 3128637141

Email: kristen.thomas@goldbergkohn.com

Correspondent Name: Kristen Thomas, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd. 55 E Monroe St.

Address Line 2: Suite 3300

TRADEMARK

REEL: 005718 FRAME: 0544

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7138.006
NAME OF SUBMITTER:	Kristen Thomas
SIGNATURE:	/kristenthomas/
DATE SIGNED:	01/28/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of January 28, 2016 by THE THYMES, LLC, a Delaware limited liability company ("Thymes") and DESIREPATH MISSISSIPPI LLC, an Indiana limited liability company ("DPM", together with Thymes and each other Person who may be joined as a party hereto from time to time, "Grantors" and each a "Grantor"), in favor of TCF NATIONAL BANK ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, Grantee and the other parties thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantors, Grantee and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee a security interest in substantially all of such Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, each Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Grantee that:

(i) such Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of such Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) such Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Liabilities have been "paid in full" (as defined in the Credit Agreement), such Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and such Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Trademarks. If, before the Liabilities have been "paid in full" (as defined in the Credit Agreement), any Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to

Grantee prompt written notice thereof. Each Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantors. Each Grantor shall (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of such Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of such Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of such Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee reasonably deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been "paid in full" (as defined in the Credit Agreement). Each Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to any Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

THE THYMES, LLC

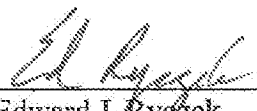
By: Anne Sempowski Ward
Name: Anne Sempowski Ward
Title: Chief Executive Officer

DESIREPATH MISSISSIPPI LLC

By: Anne Sempowski Ward
Name: Anne Sempowski Ward
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

TCF NATIONAL BANK

By: 
Name: Edward J. Kyczek
Title: Senior Vice President

SCHEDULE 1

TRADEMARKS

TRADEMARKS OF THE THYMES, LLC:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
AGAVE NECTAR	US	Registered	4,010,080	9-Aug-11
AQUA CORALLINE	US	Registered	4,638,118	22-Nov-14
AZUR	CA	Registered	TMA818137	22-Feb-12
AZUR	US	Registered	3,864,775	19-Oct-10
BASIC IN A BEAUTIFUL WAY	CA	Registered	TMA866285	29-Nov-13
BASIC IN A BEAUTIFUL WAY	US	Registered	3,648,443	30-Jun-09
BEST OF THYMES	US	Registered	2,347,544	2-May-00
FILIGREE	US	Registered	4,831,281	04-Mar-15
GARDEN ALCHEMY	US	Registered	4,258,834	11-Dec-12
GOLDLEAF	US	Registered	2,613,360	27-Aug-02
GOLDLEAF	EM	Registered	2181733	19-Jun-02
GOLDLEAF	CA	Registered	TMA607416	13-Apr-04
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
LULAH	CA	Registered	TMA866281	29-Nov-13
LULAH	US	Registered	4,667,844	6-Jan-15
MIRABELLE PLUM	CA	Registered	TMA914980	25-Sept-15
MIRABELLE PLUM	US	Registered	4,797,008	18-Aug-15
MOONFLOWER	US	Registered	3,927,090	1-Mar-11

PARABEN FREE. PEOPLE TESTED. PLEASE RECYCLE.	CA	Registered	TMA861173	25-Sep-13
PARABEN FREE. PEOPLE TESTED. PLEASE RECYCLE.	US	Registered	3,648,376	30-Jun-09
RED CHÉRIE	US	Registered	3,521,765	21-Oct-08
RED CHÉRIE	CA	Registered	TMA770152	18-Jun-10
SLEEP WELL	US	Registered	2,454,113	22-May-01
SWEETLEAF BABY	US	Registered	3,464,509	8-Jul-08
T & Design	CA	Registered	TMA853919	25-Jun-13
T & Design	US	Registered	4,053,963	8-Nov-11
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	US	Registered	3,308,432	9-Oct-07
T THYMES & Design	CN	Registered	8592598	28-Aug-11
T THYMES & Design	CA	Registered	TMA911110	13-Aug-15
TEMPLE TREE JASMINE	US	Registered	4,566,382	15-Jul-14
TEMPLE TREE JASMINE	US	Registered	4,629,387	28-Oct-14
THYMES	DO	Registered	205095	31-Jul-13
THYMES	US	Registered	3,288,716	4-Sep-07
THYMES	EM	Registered	13201546	11-Dec-14
THYMES CLASSICS	US	Registered	4,724,277	21-Apr-15
THYMES ESSENTIALS	US	Registered	4,625,141	21-Oct-14
THYMES FRAGRANCE STUDIO	US	Registered	4,621,360	14-Oct-14
THE THYMES LIMITED	US	Registered	1,623,206	20-Nov-90

WILDWOOD	US	Registered	4,258,613	11-Dec-12
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TRADEMARKS OF DESIREPATH MISSISSIPPI LLC:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAPRI BLUE	US	Registered	4,775,046	21-Jul-15
CAPRI BLUE	US	Registered	4,874,901	22-Dec-15
CAPRI BLUE MUSE	US	Registered	4,654,295	9-Dec-14
ALOHA ORCHID	US	Registered	4,600,655	9-Sept-14
TRAVIATA	US	Registered	3,380,623	12-Feb-08
ASPEN BAY CANDLES	US	Registered	2,697,806	18-Mar-08
BLOSSOMS	US	Registered	2,271,864	24-Aug-99
BLOSSOM	US	Registered	2,271,863	24-Aug-99

TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS OF THE THYMES, LLC:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Serial No.</u>	<u>Application Date</u>
AMBROSIA SPICE	CA	Pending	1726082	29-Apr-15
AMBROSIA SPICE	US	Pending	86/554,419	05-Mar-15
AQUA CORALLINE	CA	Pending	1691267	26-Aug-14
BLUE LOTUS	CA	Pending	1726083	29-Apr-15
BLUE LOTUS	US	Pending	86/554,448	05-Mar-15
FIGLEAF & CASSIS	CA	Pending	1726084	29-Apr-15
FIGLEAF & CASSIS	US	Pending	86/553,150	04-Mar-15
FILIGREE	CA	Pending	1726086	29-Apr-15
FRASIER FIR	CA	Pending	1726085	29-Apr-15
FRASIER FIR	US	Pending	86/554,524	05-Mar-15
GINGER MILK	CA	Pending	1726087	29-Apr-15

GINGER MILK	US	Pending	86/553,171	04-Mar-15
JADE MATCHA	CA	Pending	1691270	26-Aug-14
LOTUS SANTAL	CA	Pending	1620075	27-Mar-13
PASSIONFRUIT NEROLI	US	Pending – Intent to Use	86/554,405	05-Mar-15
ROSEWOOD CITRON	CA	Pending	1691271	26-Aug-14
SPRIG	US	Pending	86/553,214	04-Mar-15
SWEETWOOD AMBER	CA	Pending	1726088	29-Apr-15
SWEETWOOD AMBER	US	Pending – Intent to Use	86/554,395	05-Mar-15
TEMPLE TREE JASMINE	CA	Pending	1624923	1-May-13
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
TUPELO LEMONGRASS	US	Pending	86/374,772	22-Aug-14
VANILLA AMBRETTE	US	Pending	86/374,475	22-Aug-14
VANILLA AMBRETTE	CA	Pending	1712471	26-Jan-15

TRADEMARK APPLICATIONS OF DESIREPATH MISSISSIPPI LLC:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Serial No.</u>	<u>Application Date</u>
APERTURE	US	Pending – Intent to Use	86/614028	29-Apr-15
ALOHA ORCHID	US	Pending – Intent to Use	86/173089	23-Jan-14
MISSISSIPPI RIVER TRADERS EXPORTERS	US	Pending	86790457	16-Oct-15
VOLCANO	US	Pending	86/172808	23-Jan-14