

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PartyLite Worldwide, LLC		05/17/2016	Limited Liability Company: DELAWARE
PartyLite Gifts, Inc.		05/17/2016	Corporation: VIRGINIA
CANDLE CORPORATION OF AMERICA		05/17/2016	Corporation: NEW YORK
BLYTH, INC.		05/17/2016	Corporation: DELAWARE
BJI CORPORATION		05/17/2016	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	10 S. Wacker Drive, 13th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3007391	
<b>Registration Number:</b>	3030194	BESTBURN
<b>Registration Number:</b>	4109066	BRING GOURMET TO EVERYDAY
<b>Registration Number:</b>	3227800	CHANGE THE WORLD
<b>Registration Number:</b>	4365035	FRESH HOME BY PARTYLITE
<b>Registration Number:</b>	4203052	GLOLITE BY PARTYLITE
<b>Registration Number:</b>	1735998	PARTYLITE
<b>Registration Number:</b>	2487273	PARTYLITE
<b>Registration Number:</b>	2762405	PARTYLITE
<b>Registration Number:</b>	1142963	PARTYLITE GIFTS
<b>Registration Number:</b>	3223490	REMINISCENT
<b>Registration Number:</b>	2707810	SCENT PLUS
<b>Registration Number:</b>	3937360	SCENTGLOW
<b>Registration Number:</b>	3210688	TSG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1719549	TWO SISTERS
Registration Number:	3097993	TWO SISTERS GOURMET
Registration Number:	2832903	UNIVERSAL TEALIGHT
Registration Number:	3728820	WELL BEING SPA
Registration Number:	2854314	

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** kansley@stradley.com  
**Correspondent Name:** Kareem Ansley  
**Address Line 1:** Stradley Ronon  
**Address Line 2:** 100 Park Avenue  
**Address Line 4:** New York, NEW YORK 10017

<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	05/17/2016

**Total Attachments: 29**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of May 17, 2016, by and among the Persons listed on the signature pages hereof as “Pledgors” and those additional entities that hereafter become parties hereto (each, a “**Pledgor**” and collectively, “**Pledgors**”) and Wells Fargo Bank, National Association, a national banking association, as agent (in such capacity, “**Agent**”) for the benefit of the Lenders (as defined in the Loan Agreement, defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the “**Loan Agreement**”) by and among Pledgors, the other Credit Parties from time to time a party thereto, Agent and the Lenders (as defined in the Loan Agreement), the Lenders and the Bank Product Providers have agreed to make certain Loans (as defined therein) and other extensions of credit to the Borrowers (as defined in the Loan Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the Bank Product Providers are willing to extend credit to the Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of Pledgors and the other Credit Parties under the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights, Domain Names and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout

the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits;

(d) rights under or interest in any patent, trademark or copyright license agreements under which such Pledgor licenses rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the “**Licenses**”). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically; and

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the “**Domain Names**”), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. Each Pledgor shall not, without Agent’s prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Intellectual Property Rights. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by such Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by such Pledgor, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by such Pledgor to any Person other than Agent for the benefit of the Secured Parties and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or

become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, as licensor, or license renewals, (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses), or (vi) obtain rights or become entitled to the benefits of any additional Domain Names, such Pledgor shall give to Agent reasonably prompt written notice of events described in clauses (i) and (vi) of the preceding sentence. Each Pledgor hereby agrees to modify this Agreement (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by amending Schedule 5 to include any future Domain Names. Each each Pledgor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by Agent of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Secured Parties to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated, as more fully provided for in the Loan Agreement. When this Agreement has terminated, Agent shall promptly execute and deliver to Pledgors, at Pledgors' expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Patents, Copyrights, Domain

Names and Licenses, subject to any disposition thereof which may have been made by Agent or the Secured Parties, or any of them, pursuant to this Agreement.

10. Duties of Pledgors. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by such Pledgor. Agent and Secured Parties shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Pledgors. Each Pledgor hereby agrees to indemnify and hold harmless Agent and the Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Agent and/or the Secured Parties in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, Agent and/or the Secured Parties are judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights, Domain Names and Licenses and, if Agent shall commence any such suit, Pledgors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

13. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or



diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing among Pledgors and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of each Pledgor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent, and directed to Pledgors and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints Agent (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in such Pledgor's or Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Patents, Copyrights, Domain Names or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Secured Parties under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to

the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its respective successors and assigns, and shall inure to the benefit of Agent, the other members of the Secured Parties and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that, such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Choice of Governing Law; Construction; Forum Selection.

(a) THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK. If any provision of this Agreement shall be held to 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 remaining provisions of this Agreement.

(b) To induce Agent and Secured Parties to accept this Agreement, each Pledgor irrevocably agrees that, subject to the sole and absolute election of Agent, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. EACH PLEDGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT,**

**AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PLEDGOR BY AGENT OR SECURED PARTIES IN ACCORDANCE WITH THIS PARAGRAPH 18.**

19. Waiver of Jury Trial. EACH PLEDGOR, AGENT AND EACH SECURED PARTY EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR, ANY ALLEGED TORTIOUS CONDUCT BY SUCH PLEDGOR, AGENT OR SUCH SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP AMONG PLEDGORS, AGENT AND SECURED PARTIES. IN NO EVENT SHALL AGENT OR SECURED PARTIES BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of Pledgors and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, among Pledgors and Agent.

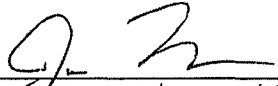
24. Effectiveness. This Agreement shall become effective on the Closing Date.

[SIGNATURE PAGES FOLLOW]

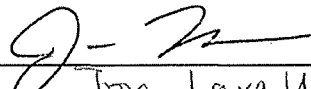
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**PLEDGORS:**

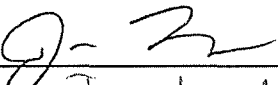
PARTYLITE WORLDWIDE, LLC

By:   
Name: Jon Lavalley  
Title: CFO


PARTYLITE GIFTS, INC.

By:   
Name: Jon Lavalley  
Title: CFO

CANDLE CORPORATION OF AMERICA

By:   
Name: Jon Lavalley  
Title: CFO

BLYTH, INC.

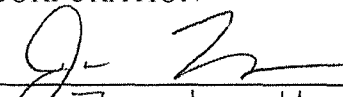
By:   
Name: Jon Lavalley  
Title: CFO

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

**PLEDGORS:**

BJI CORPORATION

By:   
Name: Jon Larabee  
Title: CFO

[Signatures Continued on Following Page]

*[Signature Page to Intellectual Property Security Agreement]*

[Signatures Continued from Previous Page]

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**


By: 

Name: Thomas Blackman

Title: Authorized Signatory

**SCHEDULE 1**

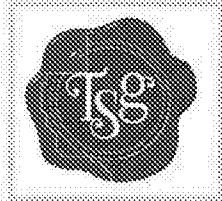
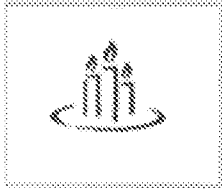
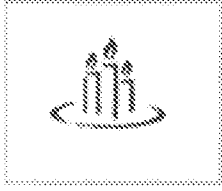
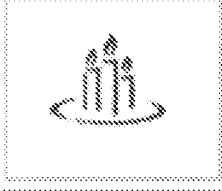
**Trademarks and Trademark Applications**

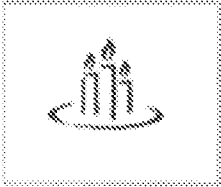
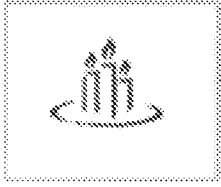
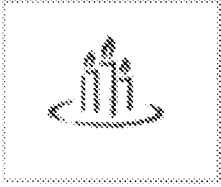
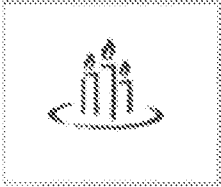
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
<b>BJI Corporation</b>							
BJI Corporation	<b>BOCA JAVA</b>	Canada	1305371	TMA703731	Dec 21 2007		Registered
<b>PartyLite Gifts, Inc.</b>							
PartyLite Gifts, Inc.	<b>PARTYLITE</b>	Mexico	158041	475604	Sep 30 1994	9,21	Registered
PartyLite Gifts, Inc.	<b>PARTYLITE</b>	Mexico	158042	467043	Jul 20 1994	4	Registered
<b>PartyLite Worldwide Inc.</b>							
PartyLite Worldwide, Inc.	<b>DECORATE YOUR HOME! CELEBRATE YOUR LIFE! ILLUMINATE YOUR SPIRIT!</b>	Australia	883491	883491	Jul 24 2001	4,35	Registered
PartyLite Worldwide, Inc.	<b>DECORATE! CELEBRATE! ILLUMINATE!</b>	Australia	883490	883490	Jul 24 2001	4,35	Registered
PartyLite Worldwide, Inc.	<b>HOME SCENTIMENTS</b>	Australia	872061	872061	Apr 9 2001	4,21,26	Registered
PartyLite Worldwide, Inc.	<b>3 CANDLES DESIGN</b> 	Canada	1113542	TMA606560	Mar 29 2004		Registered

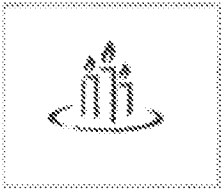
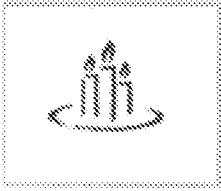
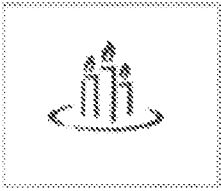
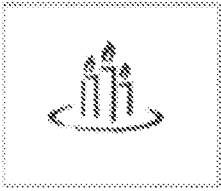
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PartyLite Worldwide, Inc.	<b>AROMASIMMERS</b>	Canada	1193308	TMA622532	Oct 15 2004		Registered
PartyLite Worldwide, Inc.	<b>BESTBURN</b>	Canada	1193310	TMA622667	Oct 18 2004		Registered
PartyLite Worldwide, Inc.	<b>DECORATE YOUR HOME CELEBRATE YOUR LIFE ILLUMINATE YOUR SPIRIT</b>	Canada	1226200	TMA659388	Feb 20 2006		Registered
PartyLite Worldwide, Inc.	<b>DECORATE YOUR HOME CELEBRATE YOUR LIFE ILLUMINATE YOUR SPIRIT</b>	Canada	1116741	TMA620134	Sep 20 2004		Registered
PartyLite Worldwide, Inc.	<b>DECORATE! CELEBRATE! ILLUMINATE!</b>	Canada	1116740	TMA619024	Sep 9 2004		Registered
PartyLite Worldwide, Inc.	<b>DISCOVER</b>	Canada	1193311	TMA623006	Oct 20 2004		Registered
PartyLite Worldwide, Inc.	<b>INDULGENCES</b>	Canada	1017641	TMA550833	Sep 14 2001		Registered
PartyLite Worldwide, Inc.	<b>JUBILATION</b>	Canada	1193313	TMA622668	Oct 18 2004		Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Canada	0700141	TMA420601	Dec 10 1993		Registered
PartyLite Worldwide, Inc.	<b>SUPER CHUNK</b>	Canada	1193312	TMA632292	Feb 8 2005		Registered
PartyLite Worldwide, Inc.	<b>TRUE PASSION</b>	Canada	1193309	TMA632140	Feb 7 2005		Registered

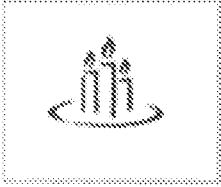
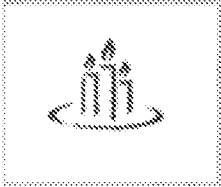
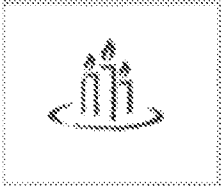

**TSG AND DESIGN**

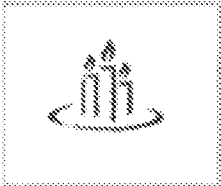
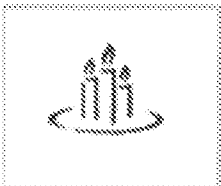
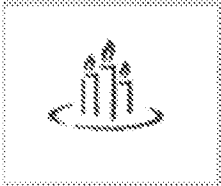


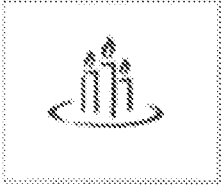
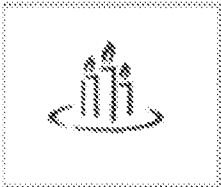
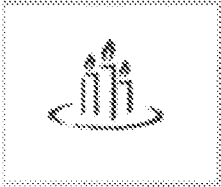
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, Inc.		Canada	1298351	TMA823,901	May 11 2012		Registered
PartyLite Worldwide, Inc.	<b>WELL BEING BY PARTYLITE</b>	Canada	1217901	TMA635150	Mar 14 2005		Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Costa Rica	20062928	172774	Jan 28 2008	4	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Costa Rica	20062929	162476	Sep 26 2006	21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Costa Rica	20064720	163469	Nov 3 2006	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Costa Rica	20062926	165689	Jan 26 2007	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Costa Rica	20062927	162085	Sep 26 2006	21	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Costa Rica	20064719	163739	Nov 3 2006	35	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Ecuador	167596	94007	Apr 16 2007	4	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Ecuador	167597	94707	Apr 16 2007	21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Ecuador	167598	41307	Mar 26 2007	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Ecuador	167599	94207	Apr 16 2007	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Ecuador	167600	41407	Mar 26 2007	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Ecuador	167601	94307	Apr 16 2007	21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		El Salvador	E554912006	205 Book 86	Jun 27 2007	4	Registered
	<b>3 CANDLES DESIGN</b>						


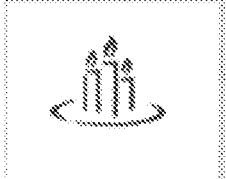

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, Inc.		El Salvador	E554942006	28 Book 89	Aug 10 2007	21	Registered
<b>3 CANDLES DESIGN</b>							
PartyLite Worldwide, Inc.		El Salvador	E554952006	58/89	Aug 13 2007	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	El Salvador	E554892006	26 Book 141	Nov 5 2009	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	El Salvador	E554902006	29 Book 89	Sep 18 2006	21	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	El Salvador	E554922006	225 Book 86	Jun 28 2007	35	Registered
<b>3 CANDLES DESIGN</b>							
PartyLite Worldwide, Inc.		Guatemala	M8112006	145479	Oct 10 2006	4	Registered
<b>3 CANDLES DESIGN</b>							
PartyLite Worldwide, Inc.		Guatemala	M8122006	145932	Oct 30 2006	21	Registered
<b>3 CANDLES DESIGN</b>							

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, Inc.		Guatemala	M8132006	145932	Oct 30 2006	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Guatemala	M8142006	145037	Sep 20 2006	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Guatemala	M8152006	145001	Sep 20 2006	21	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Guatemala	M8162006	145038	Sep 20 2006	35	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Honduras	59402006	106176	Aug 21 2008	4	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Honduras	59412006	106210	Aug 21 2008	21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Honduras	59422006	18639	Apr 1 2013	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Honduras	59372006	101349	Jul 5 2007	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Honduras	59382006	101381	Jul 6 2007	21	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Honduras	59392006	12498	Jul 13 2007	35	Registered
PartyLite Worldwide, Inc.	<b>HOME SCENTIMENTS</b>	Hungary	M0102148	172886	Nov 4 2002	4,21,26	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Nicaragua	200600408	0603002 LM	Dec 6 2006	4,21,35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Nicaragua	200600409	0603001 LM	Nov 30 2006	4,21,35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Panama	149484	149484	Mar 8 2006	21	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Panama	149485	149485	Mar 8 2006	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Panama	149489	149489	Mar 8 2006	4	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Peru	267822	116630	Jun 26 2006	21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, Inc.		Peru	267823	116631	Jun 26 2006	4	Registered
	<b>3 CANDLES DESIGN</b>						

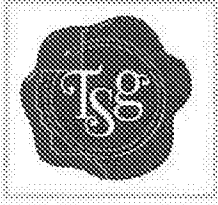
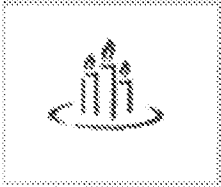
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, Inc.		Peru	268385	00041939	May 24 2006	35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Peru	267824	00115811	May 26 2006	4	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Peru	267825	00115812	May 26 2006	21	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Peru	268384	00041938	May 24 2006	35	Registered
PartyLite Worldwide, Inc.	<b>HOME SCENTIMENTS</b>	Switzerland	036182001	P-490171	Oct 9 2001	4,21,26	Registered
PartyLite Worldwide, Inc.	<b>MISTLETOE</b>	Switzerland	087592001	P-494319	Feb 5 2002	4,21	Registered
PartyLite Worldwide, Inc.	<b>STARRY NIGHT</b>	Switzerland	08724/2001	P-501099	Jul 17 2002	4,26	Registered
PartyLite Worldwide, Inc.		Uruguay	368445	368445	Jan 26 2007	4,21,35	Registered
PartyLite Worldwide, Inc.	<b>PARTYLITE</b>	Uruguay	368447	368447	Jan 26 2007	4,21,35	Registered
<b>PartyLite Worldwide, LLC</b>							
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		Australia	991984	991984	Feb 7 2005	3,4,21,35	Registered
PartyLite Worldwide, LLC	<b>AROMASIMMERS</b>	Australia	78260567	974428	Jun 10 2003	3	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, LLC	<b>BESTBURN</b>	Australia	974429	974429	Feb 7 2005	4,21	Registered
PartyLite Worldwide, LLC	<b>DISCOVER</b>	Australia	974431	974431	Feb 23 2004	4,21	Registered
	<b>PARTYLITE AND 3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		Australia	991983	991983	Mar 31 2005	3,4,21,35	Registered
PartyLite Worldwide, LLC	<b>WELL BEING BY PARTYLITE</b>	Australia	1003734	1003734	May 26 2004	3,4,21	Registered
PartyLite Worldwide, LLC	<b>DISCOVER</b>	CTM / EUTM	003412566	003412566	May 6 2005	4,20,21	Registered
PartyLite Worldwide, LLC	<b>MISTLETOE</b>	CTM / EUTM	002360105	002360105	Apr 1 2003	4,21	Registered
PartyLite Worldwide, LLC	<b>STARRY NIGHT</b>	CTM / EUTM	002360071	002360071	Oct 21 2002	4,21,26	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		Hong Kong	300170469	300170469	Mar 3 2004	3,4,21,35	Registered
	<b>3 CANDLES DESIGN AND PARTYLITE</b>						
PartyLite Worldwide, LLC		Hong Kong	300170450	300170450	Mar 3 2004	35	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
	<b>PARTYLITE AND 3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		Hong Kong	300170478	300170478	Mar 3 2004	3,4,21,35	Registered
PartyLite Worldwide, LLC	<b>WELL BEING BY PARTYLITE</b>	Mexico	658512	862270	May 27 2004	4	Registered
PartyLite Worldwide, LLC	<b>WELL BEING BY PARTYLITE</b>	Mexico	658513	839273	Jun 21 2004	21	Registered
PartyLite Worldwide, LLC	<b>WELL BEING BY PARTYLITE</b>	Mexico	658514	839274	Jun 21 2004	3	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		New Zealand	719133	719133	Mar 31 2005	3,4,21,26,35	Registered
PartyLite Worldwide, LLC	<b>DISCOVER</b>	Switzerland	052092003	518232	Feb 3 2004	4,20,21	Registered
	<b>3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		United States of America	78/387,241	3007391	Oct 18 2005	21	Registered
PartyLite Worldwide, LLC	<b>BESTBURN</b>	United States of America	78/306,762	3030194	Dec 13 2005	4	Registered
PartyLite Worldwide, LLC	<b>BRING GOURMET TO EVERYDAY</b>	United States of America	77/473,986	4109066	Mar 6 2012	29,30,35	Registered



Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
PartyLite Worldwide, LLC	<b>CHANGE THE WORLD</b>	United States of America	78/906,156	3227800	Apr 10 2007	36	Registered
PartyLite Worldwide, LLC	<b>FRESH HOME BY PARTYLITE</b>	United States of America	78/944,879	4365035	Jul 9 2013	3,11	Registered
PartyLite Worldwide, LLC	<b>GLOLITE BY PARTYLITE</b>	United States of America	85/241,222	4203052	Sep 4 2012	4	Registered
PartyLite Worldwide, LLC	<b>PARTYLITE</b>	United States of America	74/258,451	1735998	Dec 1 1992	4	Registered
PartyLite Worldwide, LLC	<b>PARTYLITE</b>	United States of America	76/082,667	2487273	Sep 11 2001	21	Registered
	<b>PARTYLITE AND 3 CANDLES DESIGN</b>						
PartyLite Worldwide, LLC		United States of America	76/275,560	2762405	Sep 9 2003	4,21,35	Registered
PartyLite Worldwide, LLC	<b>PARTYLITE GIFTS</b>	United States of America	73/179,292	1142963	Dec 9 1980	42	Registered
PartyLite Worldwide, LLC	<b>REMINISCENT</b>	United States of America	78/665,376	3223490	Mar 27 2007	4	Registered
PartyLite Worldwide, LLC	<b>SCENT PLUS</b>	United States of America	76/297,666	2707810	Apr 15 2003	4	Registered
Partylite Worldwide, LLC	<b>SCENTGLOW</b>	United States of America	85/089,385	3937360	Mar 29 2011	11	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
<b>TSG AND DESIGN</b>							
PartyLite Worldwide, LLC		United States of America	78/749,350	3210688	Feb 20 2007	29,30	Registered
PartyLite Worldwide, LLC	<b>TWO SISTERS</b>	United States of America	74/099,916	1719549	Sep 22 1992	29	Registered
PartyLite Worldwide, LLC	<b>TWO SISTERS GOURMET</b>	United States of America	78/648,266	3097993	May 30 2006	29,30,35	Registered
PartyLite Worldwide, LLC	<b>UNIVERSAL TEALIGHT</b>	United States of America	76/475,659	2832903	Apr 13 2004	4	Registered
PartyLite Worldwide, LLC	<b>WELL BEING SPA</b>	United States of America	77/076,015	3728820	Dec 22 2009	3,4,21	Registered
<b>3 CANDLES DESIGN</b>							
PartyLite Worldwide, Inc.		United States of America	76/275,562	2854314	Jun 15 2004	4,21,35	Registered

**Trade Names**

PartyLite

**SCHEDULE 2**

**Patents and Patent Applications**

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
PartyLite Worldwide, LLC	United States	Container	29/509975 <sup>1</sup>		
PartyLite Worldwide, LLC	United States	Scented Oil Warmer	29362006 D637275		
PartyLite Worldwide, LLC	United States	Container	29211492 D506275		
PartyLite Worldwide, LLC	United States	Warmers for scented oils	12782811 8,693,852		
Candle Corporation of America	USA	Candle Cover	291873325 D495437		Expires 7/20/2017
Candle Corporation of America	USA	Candle Cover	29187326 D495438		Expires on 7/30/2017
Candle Corporation of America	USA	Candle cover	29203560 D504527		Expires 4/15/2018

<sup>1</sup> Application.  
3240078.4

**SCHEDULE 3**

**Copyrights**

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>
Blyth, Inc.	USA	Living by our wicks...and beyond		TXu001112876	10/27/2003
Candle Corporation of America	USA	Cookie jar (sweet things in life/fresh baked with love/heartfelt wishes		VA 0001336298	6/13/2005
Candle Corporation of America	USA	Cup and Saucer (sweet things in life/fresh baked with love/heartfelt wishes)		VA 0001336299	6/13/2005
Candle Corporation of America	USA	Foodservice		TX0002868414	6/22/1990
Candle Corporation of America	USA	Gazebo 3 leaf lid		VA 0001077862	2/16/2001
Candle Corporation of America	USA	Gazebo 3 leaf on stem lid		VA 0001077863	2/16/2001
Candle Corporation of America	USA	Gazebo 4 leaf lid		VA 0001077864	2/16/2001
Candle Corporation of America	USA	Keepsake container (fill your heart with love/fill your home with happiness)		VA0001336300	6/13/2005
Candle Corporation of America	USA	Keepsake container (fill your heart with love/fill your home with happiness)		VA0001336301	6/13/2005
Candle Corporation of America	USA	Keepsake Container (fill your heart with love/fill your home with happiness)		VA0001336302	6/13/2005
Candle Corporation of America	USA	No Title Given		V3607D394	8/24/2011

**SCHEDULE 4**

**Licenses**

None

3240078.4

SCHEDULE 4  
Page 1

# 2813569 v. 3

**Error! Digit expected.**

**TRADEMARK  
REEL: 005795 FRAME: 0065**

**SCHEDULE 5**

**Domain Names**

twosistergourmet.net  
twosistergourmet.org  
twosistersgourmet.org  
twosistergourmet.com  
twosistersgourmet.net  
mypartylite.info  
partylitemagazine.com  
partylitelive.com  
partylitenow.biz  
partylitenow.com  
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