

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Candle-Lite Company, LLC	FORMERLY CL Products International, LLC)	01/23/2018	Limited Liability Company: ILLINOIS
PartyLite Worldwide, LLC	FORMERLY PartyLite Worldwide, Inc.	01/23/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Prospect Capital Corporation, as Collateral Agent
<b>Street Address:</b>	10 East 40th Street, 42nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	Corporation: MARYLAND

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	3073334	ANGEL KISSES
Registration Number:	3486100	BELLA LUZ
Registration Number:	2421961	CANDLE WITH CARE
Registration Number:	2402665	CANDLE WITH CARE
Registration Number:	2818168	CANDLE-LITE
Registration Number:	2762747	CANDLE-LITE
Serial Number:	85942108	CANDLE-LITERS
Registration Number:	3225807	ESSENTIAL ELEMENTS
Registration Number:	4146435	FRESH EXPRESSIONS
Registration Number:	4160480	FRESH EXPRESSIONS
Serial Number:	86113395	LITE YOUR WORLD!
Registration Number:	3776021	NATURAL GEMS
Serial Number:	85724337	NATURE WAVES
Registration Number:	3784586	ODORCLEAR
Registration Number:	3952522	REVERE HOUSE
Serial Number:	86110128	SAFE CORE
Serial Number:	86110132	SAFE CORE TECHNOLOGY

OP \$1065.00 3073334

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85567736	SCENT EXPRESS
Registration Number:	3965614	SIMPLE INDULGENCE
Registration Number:	2960822	WHERE IDEAS GLOW
Registration Number:	3292006	WILLOW LANE
Registration Number:	3295220	WORLD FUSION
Registration Number:	3295218	WORLD FUSION
Registration Number:	3007391	
Registration Number:	3030194	BESTBURN
Registration Number:	4109066	BRING GOURMET TO EVERYDAY
Registration Number:	3227800	CHANGE THE WORLD
Registration Number:	4365035	FRESH HOME BY PARTYLITE
Registration Number:	4203052	GLOLITE BY PARTYLITE
Registration Number:	1735998	PARTYLITE
Registration Number:	2487273	PARTYLITE
Registration Number:	2762405	PARTYLITE
Registration Number:	1142963	PARTYLITE GIFTS
Registration Number:	3223490	REMINISCENT
Registration Number:	2707810	SCENT PLUS
Registration Number:	3937360	SCENTGLOW
Registration Number:	3210688	TSG
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:** 6173417701

*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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 01/23/2018

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 23, 2018 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of January 23, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among CANDLE-LITE COMPANY, LLC, an Illinois limited liability company ("Candle-lite"), PARTYLITE WORLDWIDE, LLC, a Delaware limited liability company ("PartyLite Worldwide"), and PARTYLITE GIFTS, INC., a Virginia corporation ("PartyLite Gifts") and, collectively with Candle-lite and PartyLite Worldwide, the "Borrowers" and, each, a "Borrower"), LUMINEX HOME DECOR & FRAGRANCE COMPANY, LLC, a Delaware limited liability company ("Intermediate Holdings"), LUMINEX HOME DECOR & FRAGRANCE HOLDING CORPORATION, a Delaware corporation ("Holdings"), and the other subsidiaries of Holdings party thereto (the "Guarantors"; and together with Holdings, Intermediate Holdings and the Borrowers, collectively, the "Credit Parties"), the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of January 23, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrowers thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a

Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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

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

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR

TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

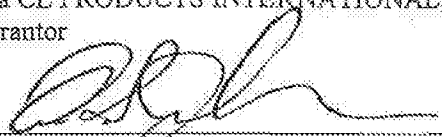
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8, 8.9, and 8.12 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”; and “Acknowledgements”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents. Notwithstanding anything herein to the contrary, (i) the obligations of the Credit Parties under this Agreement, (ii) the lien and security interest granted to Collateral Agent pursuant to this Agreement, (iii) the automatic release of Collateral from the Liens granted and created hereby pursuant to Sections 2.3(b) and (d) of the Intercreditor Agreement (as herein defined) and (iv) the exercise of any right or remedy by Collateral Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement, dated as of January 23, 2018 (the “Intercreditor Agreement”), among each Credit Party, Wells Fargo Bank, National Association, as Revolving Agent and Prospect Capital Corporation, as Term Loan Collateral Agent. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

*[signatures begin on next page]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

CANDLE-LITE COMPANY, LLC  
(f/k/a CL PRODUCTS INTERNATIONAL, LLC),  
as Grantor

By 

Name: Calvin Johnston  
Title: President

PARTYLITE WORLDWIDE, LLC  
(f/k/a PARTYLITE WORLDWIDE, INC.), as  
Grantor

By 

Name: Calvin Johnston  
Title: President

*Signature Page -- Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006255 FRAME: 0646**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

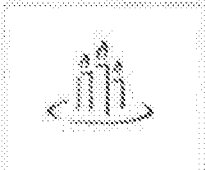
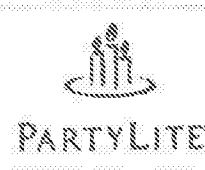
I. REGISTERED TRADEMARKS

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
CL Products International, LLC	USA	ANGEL KISSES	3073334		3/28/2006
CL Products International, LLC	USA	BELLA LUZ	3486100		8/12/2008
CL Products International, LLC	USA	CANDLE WITH CARE	2421961		1/16/2001
CL Products International, LLC	USA	CANDLE WITH CARE & DESIGN	2402665		11/7/2000
CL Products International, LLC	USA	CANDLE-LITE & (NEW) DESIGN	2818168		2/24/2004
CL Products International, LLC	USA	CANDLE-LITE & (NEW) DESIGN	2762747		9/9/2003
CL Products International, LLC	USA	CANDLE-LITERS (Stylized)	85/942108		5/24/2013
CL Products International, LLC	USA	ESSENTIAL ELEMENTS	3225807		4/3/2007
CL Products International, LLC	USA	FRESH EXPRESSIONS	4146435		5/22/2012
CL Products International, LLC	USA	FRESH EXPRESSIONS & DESIGN	4160480		6/19/2012



CL Products International, LLC	USA	LITE YOUR WORLD & DESIGN	86/113395		11/8/2013
CL Products International, LLC	USA	NATURAL GEMS	3776021		4/13/2010
CL Products International, LLC	USA	NATURE WAVES	85/724337		9/10/2012
CL Products International, LLC	USA	ODORCLEAR & DESIGN	3784586		5/4/2010
CL Products International, LLC	USA	REVERE HOUSE	3952522		4/26/2011
CL Products International, LLC	USA	SAFE CORE	86/110128		11/5/2013
CL Products International, LLC	USA	SAFE CORE TECHNOLOGY	86/110132		11/5/2013
CL Products International, LLC	USA	SCENT EXPRESS	85/567736		3/13/2012
CL Products International, LLC	USA	SIMPLE INDULGENCE	3965614		5/24/2011
CL Products International, LLC	USA	WHERE IDEAS GLOW	2960822		6/7/2005
CL Products International, LLC	USA	WILLOW LANE	3292006		9/11/2007
CL Products International, LLC	USA	WORLD FUSION	3295220		9/18/2007

CL Products International, LLC	USA	WORLD FUSION	3295218		9/18/2007
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PartyLite Worldwide, LLC		United States of America	78/387,241	3007391	Oct 18 2005	21	Registered
PartyLite Worldwide, LLC	BESTBURN	United States of America	78/306,762	3030194	Dec 13 2005	4	Registered
PartyLite Worldwide, LLC	BRING GOURMET TO EVERYDAY	United States of America	77/473,986	4109066	Mar 6 2012	29,30,35	Registered
PartyLite Worldwide, LLC	CHANGE THE WORLD	United States of America	78/906,156	3227800	Apr 10 2007	36	Registered
PartyLite Worldwide, LLC	FRESH HOME BY PARTYLITE	United States of America	78/944,879	4365035	Jul 9 2013	3,11	Registered
PartyLite Worldwide, LLC	GLOLITE BY PARTYLITE	United States of America	85/241,222	4203052	Sep 4 2012	4	Registered
PartyLite Worldwide, LLC	PARTYLITE	United States of America	74/258,451	1735998	Dec 1 1992	4	Registered
PartyLite Worldwide, LLC	PARTYLITE	United States of America	76/082,667	2487273	Sep 11 2001	21	Registered
	PARTYLITE AND 3 CANDLES DESIGN						
PartyLite Worldwide, LLC	 PARTYLITE	United States of America	76/275,560	2762405	Sep 9 2003	4,21,35	Registered

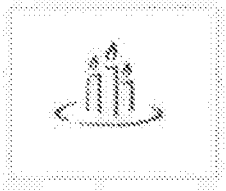
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PartyLite Worldwide, LLC	<b>PARTYLITE GIFTS</b>	United States of America	73/179,292	1142963	Dec 9 1980	42	Registered
PartyLite Worldwide, LLC	<b>REMINISCENT</b>	United States of America	78/665,376	3223490	Mar 27 2007	4	Registered
PartyLite Worldwide, 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
<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

**3 CANDLES  
DESIGN**

PartyLite  
Worldwide,  
Inc.



United  
States  
of  
America

76/275,562

2854314

Jun  
15  
2004

4,21,35

Registered

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

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