

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Village Candle, Inc.		01/31/2020	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	Stonewall Kitchen, LLC		
Street Address:	2 Stonewall Lane		
City:	York		
State/Country:	MAINE		
Postal Code:	03909		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	88431855	STONED BY VILLAGE CANDLE	
Registration Number:	2637330	CAR CANDLE	
Registration Number:	4837404	COLOURS	
Registration Number:	4762836	DECOR	
Registration Number:	5306796	DECOR	
Registration Number:	5355612	HAPPI HOME	
Serial Number:	87742940	HAPPI VILLAGE	
Serial Number:	87742942	HAPPI VILLAGE	
Registration Number:	2809525	SIMMERBLENDS	
Serial Number:	88431839	STONED	
Registration Number:	5402065	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5581151	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5311966	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5306797	TRADITIONS	
Registration Number:	3768080	TREE SCENTER	
Registration Number:	2161759	VILLAGE CANDLE	
Registration Number:	2110804	SUGAR COOKIE	
Registration Number:	2110808	CINNAMON BUN	

OP \$465.00 88431855

CORRESPONDENCE DATA**Fax Number:** 2077723627*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:** 207 772-1941**Email:** dnathanson@dwmlaw.com**Correspondent Name:** Daina J. Nathanson**Address Line 1:** 84 Marginal Way**Address Line 2:** Suite 600**Address Line 4:** Portland, MAINE 04101-2480

NAME OF SUBMITTER:	Daina J. Nathanson
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SIGNATURE:	/Daina J.Nathanson/
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DATE SIGNED:	02/18/2020
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Total Attachments: 13

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Annex B
TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of January 31, 2020, by and between Village Candle, Inc., a Maine corporation, with an address at 90 Spencer Drive Wells, Maine 04090 ("Assignor"), and Stonewall Kitchen, LLC, a Maine limited liability company, with an address at 2 Stonewall Lane, York, Maine 03909 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

- a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Attachment A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this

[Annex B to IP Assignment Agreement]

TRADEMARK
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Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

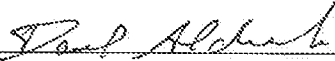
3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:
VILLAGE CANDLE, INC.


Name: Paul Albrecht
Its: CEO

AGREED TO AND ACCEPTED:

Assignee:
STONEWALL KITCHEN, LLC

Name:
Its:

[Annex B to IP Assignment Agreement]

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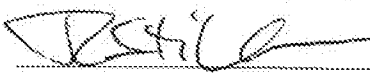
IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:
VILLAGE CANDLE, INC.

.....
Name: Paul Aldrich
Its: President


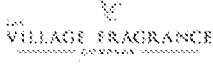







AGREED TO AND ACCEPTED:

Assignee:
STONEWALL KITCHEN, LLC

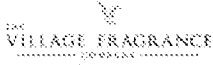
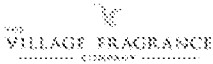




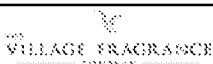

.....
Name: John Stiker
Its: Chief Executive Officer

**ATTACHMENT A
TO TRADEMARK ASSIGNMENT**

Trademarks





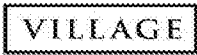
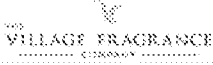

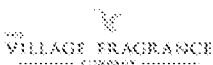
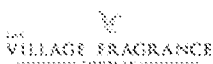
Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Australia	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO) AU Reg. No. 1924059
Australia	 VILLAGE FRAGRANCE	1411053	26-Mar-18	1411053	26-Mar-18	Registered (WIPO) AU Reg. No. 1938807
Bahrain	 VILLAGE FRAGRANCE	1280075	19-Nov-15	112935	21-Nov-16	Registered
Bahrain	 VILLAGE FRAGRANCE	1280076	19-Nov-15	112936	21-Nov-16	Registered
Bahrain	 VILLAGE FRAGRANCE	1280077	19-Nov-15	112937	21-Nov-16	Registered
Canada	HAPPI VILLAGE	1876617	12-Jan-18	TMA10490 20	14-Aug-19	Registered
China	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
China	HAPPI PAWS	18036769	10-Oct-15	18036769	14-Nov-16	Registered
China	HAPPI HOME	18036770	10-Oct-15	18036770	14-Nov-16	Registered
China	HAPPI HOME	18036771	10-Oct-15	18036771	7-Jan-17	Registered
China	 VILLAGE FRAGRANCE	18036772	19-Oct-16	18036772	7-Sep-17	Registered
China	 VILLAGE FRAGRANCE	18036773	19-Oct-16	18036773	7-Sep-17	Registered
China	 VILLAGE FRAGRANCE	18036774	19-Oct-16	18036774	7-Sep-17	Registered
China	 VILLAGE	18036775	10-Oct-15	18036775	14-Nov-16	Registered
China	 VILLAGE	18036776	10-Oct-15	18036776	7-Jan-17	Registered
Egypt	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
EUTM	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
EUTM	VILLAGE CANDLE	1114164	18-Mar-99	1114164	3-May-00	Registered

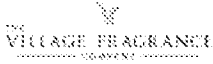

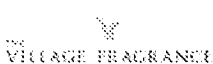

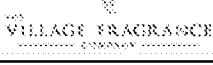

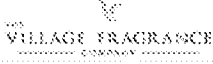

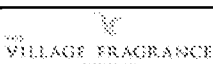
[Annex B to IP Assignment Agreement]

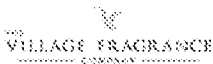

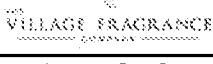

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
EUTM	HAPPI PAWS	14661987	9-Oct-15	14661987	5-Feb-16	Registered
EUTM	HAPPI HOME	14662001	9-Oct-15	14662001	8-Feb-16	Registered
EUTM		14572291	18-Sep-15	14572291	14-Jan-17	Registered
Hong Kong	VILLAGE CANDLE	302795455	8-Nov-13	302795455	8-Nov-13	Registered
Hong Kong	HAPPI PAWS	303565224	14-Oct-15	303565224	14-Oct-15	Registered
Hong Kong	HAPPI HOME	303565233	14-Oct-15	303565233	14-Oct-15	Registered
Hong Kong		303543318	21-Sep-15	303543318	21-Sep-15	Registered
Hong Kong		303565242	14-Oct-15	303565242	14-Oct-15	Registered
Japan		1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Japan	HAPPI PAWS	2015-098947	14-Oct-15	5848886	13-May-16	Registered
Japan	HAPPI HOME	2015-098946	14-Oct-15	5857880	10-Jun-16	Registered
Japan		2015-092722	25-Sep-15	5947136	19-May-17	Registered
Mexico		1658934	18-Sep-15	1602344	12-Jan-16	Registered
Mexico		1658940	18-Sep-15	1697367	22-Nov-16	Registered
Mexico		1658945	18-Sep-15	1602345	12-Jan-16	Registered
Norway	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Philippines	VILLAGE CANDLE	4-2019-004497	19-Mar-19			Pending
S Korea	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
S Korea	HAPPI PAWS	40-2015-007150	13-Oct-15	40-1194222	3-Aug-16	Registered
S Korea		45-2015-0009329	12-Oct-15	45-0069257	8-Nov-16	Registered

[Annex B to IP Assignment Agreement]

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Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Russia	VILLAGE CANDLE	2018724527	14-Jun-18	695802	14-Jun-18	Registered
Saudi Arabia		1437013216	20-Mar-16	1437013216	4-Aug-16	Registered
Saudi Arabia		1437013488	23-Mar-16	1437013488	4-Aug-16	Registered
Saudi Arabia		1437013489	23-Mar-16	1437013489	4-Aug-16	Registered
Saudi Arabia		1437002667	17-Nov-15	1437002662	1-Jun-16	Registered
Saudi Arabia		1437002668	17-Nov-15	1437002663	1-Jun-16	Registered
Singapore	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Singapore	HAPPI PAWS	40201517758P	13-Oct-15	40201517758P	13-Oct-15	Registered
Singapore	HAPPI HOME	40201517757R	13-Oct-15	40201517757R	13-Oct-15	Registered
Singapore		40201516590V	22-Sep-15	40201516590V	22-Sep-15	Registered
Singapore		40201517756W	13-Oct-15	40201517756W	13-Oct-15	Registered
South Africa	VILLAGE CANDLE	2013/31472	11-Nov-13	2013/31472	27-Aug-15	Registered
Switzerland	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Switzerland		64583	19-Nov-15	683660	8-Feb-16	Registered
Taiwan	HAPPI PAWS	104060371	13-Oct-15	1773698	16-Jun-16	Registered
Taiwan	HAPPI HOME	104060370	13-Oct-15	1809631	1-Dec-16	Registered
Taiwan		104060242	12-Oct-15	1849096	16-Jun-17	Registered
Thailand	HAPPI PAWS	1030520	4-Mar-16	181111841	4-Mar-16	Registered

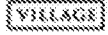

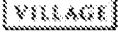
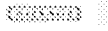

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Thailand	HAPPI HOME	1030518	4-Mar-16	181107151	4-Mar-16	Registered
Thailand	HAPPI HOME	1030519	4-Mar-16	181107020	4-Mar-16	Registered
Thailand		1005765	23-Sep-15	171126240	23-Sep-15	Registered
Thailand		1005766	23-Sep-15	171123623	23-Sep-15	Registered
Thailand		1005767	23-Sep-15	181104167	23-Sep-15	Registered
Thailand		1030517	4-Mar-16	171129931	4-Mar-16	Registered
Turkey	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Turkey		2015 83528	15-Oct-15	2015 83528	15-Oct-15	Registered
Turkey		2015 83535	15-Oct-15	2015 83535	15-Oct-15	Registered
Ukraine	VILLAGE CANDLE	m201623324	24-Oct-16	229065	10-Jul-17	Registered
UAE		243825	18-Nov-15	243825	23-Nov-16	Registered
UAE		243826	18-Nov-15	243826	23-Nov-16	Registered
UAE		243827	18-Nov-15	243827	23-Nov-16	Registered
United Kingdom		UK00003180759	17-Aug-16	UK00003180759	16-Dec-16	Registered
USA	CAR CANDLE	78032279	25-Oct-00	2637330	15-Oct-02	Registered
USA	COLOURS	86160981	9-Jan-14	4837404	20-Oct-15	Registered
USA	DECOR	86160476	8-Jan-14	4762836	30-Jun-15	Registered
USA	DECOR	86160502	8-Jan-14	5306796	17-Oct-17	Registered
USA	HAPPI HOME	86782092	8-Oct-15	5355612	12-Dec-17	Registered


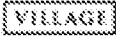
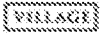
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USA	HAPPI VILLAGE	87742940	4-Jan-18			Pending
USA	HAPPI VILLAGE	87742942	4-Jan-18			Pending
USA	SIMMERBLEND S	78193514	11-Dec-02	2809525	27-Jan-04	Registered
USA	STONED	88431839	15-May-19			Pending
USA	STONED BY VILLAGE CANDLE	88431855	15-May-19			Pending
USA	 VILLAGE FRAGRANCE	86758663	16-Sep-15	5402065	13 Feb 2018	Registered
USA	 VILLAGE FRAGRANCE	86758669	16-Sep-15	5581151	9-Oct-18	Registered
USA	 VILLAGE FRAGRANCE	86758676	16-Sep-15	5311966	17-Oct-17	Registered
USA	TRADITIONS	86160984	9-Jan-14	5306797	10-Oct-17	Registered
usa	TREE SCENTER	77364541	4-Jan-08	3768080	30-Mar-10	Registered
USA	VILLAGE CANDLE	75270165	7-Apr-97	2161759	2-Jun-98	Registered
Vietnam	VILLAGE CANDLE	1184502	4-Nov-13	1184502	4-Nov-13	Registered (WIPO)
Vietnam	 VILLAGE FRAGRANCE	4-2015-27955	9-Oct-15	310379	7-Dec-18	Registered


Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Philippines	HAPPI HOME	4-2015-506792	November 27, 2015			Abandoned
Philippines	HAPPI PAWS	4-2015-506793	November 27, 2015			Abandoned
Philippines	VILLAGE and Design	4-2015-506791	November 27, 2015			Abandoned


[Annex B to IP Assignment Agreement]

TRADEMARK
REEL: 006866 FRAME: 0284

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
						
Philippines	THE VILLAGE FRAGRANCE COMPANY and Design 	4-2015-506136	October 23, 2015	4-2015- 506136	July 28, 2016	Abandoned
Philippines	VILLAGE CANDLE	WO1184502	March 6, 2015	1184502	May 21, 2015	Abandoned
Mexico	VILLAGE and Design 	M1667045	October 9, 2015			Abandoned
United Arab Emirates	VILLAGE and Design 	243824	November 18, 2015			Abandoned
United Arab Emirates	VILLAGE and Design 	243823	November 18, 2015			Abandoned
U.S.	MINI-SCENTER	77470424	May 9, 2008	3729288	December 22, 2009	Abandoned
U.S.	SAMPLE SCENTER	85500771	December 21, 2011	4415412	October 8, 2013	Abandoned
U.S.	CINNAMON BUN	75205347	November 27, 1996	2110808	November 4, 1997	Abandoned
U.S.	SUGAR COOKIE	75204922	November 27, 1996	2110804	November 4, 1997	Abandoned
U.S.	WWW.VILLAGE CANDLEFACTO RYSTORE.COM	77360895	December 28, 2007			Abandoned
U.S.	VILLAGECAND LEFACTORYSTO RE.COM	78731990	October 12, 2005			Abandoned

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
U.S.	THE FRAGRANCE COMPANY	85789711	November 28, 2012			Abandoned
U.S.	EASY ELEGANCE HOME DECORATING, AND GIFTS 2 GO, OR GIFTS TO GO, AND SCENT TO YOU (3 DIFFERENT TRADE MARKS)	76314225	September 18, 2001			Abandoned
European Union	VILLAGE and Design 	014662027	October 9, 2015			Abandoned
Mexico	VILLAGE and Design 	M1667047	October 9, 2015			Abandoned
Taiwan	VILLAGE 	104060369	October 13, 2015			Abandoned
U.S.	AMERICAN PRIDE CANDLE COLLECTION	76328171	October 22, 2001			Abandoned
U.S.	AMERICA'S PROFIT SCENTER	85027054	April 30, 2010	3999334	July 19, 2011	Abandoned
U.S.	CALIENTE	78709985	September 9, 2005	3138710	September 5, 2006	Abandoned
U.S.	CAMDEN DESIGNS	77266956	August 29, 2007			Abandoned
U.S.	CHICKWICKS	78900273	June 5, 2006	3410873	April 8, 2008	Abandoned

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
U.S.	COLOUR YOUR SENSES	86319842	June 25, 2014			Abandoned
U.S.	DECORATE WITH FRAGRANCE	85496280	December 15, 2011			Abandoned
U.S.	DECORATE WITH FRAGRANCE	75737777	June 28, 1999	2336230	March 28, 2000	Abandoned
U.S.	DELICIEUSSE	77231238	July 17, 2007			Abandoned
U.S.	DUAL WICK TECHNOLOGY	86160455	January 8, 2014			Abandoned
U.S.	FRAGRANCED HOME DECOR	77231183	July 17, 2007			Abandoned
U.S.	FREEDOM FRESHENER	76328172	October 22, 2001			Abandoned
U.S.	FRUGAL IS THE NEW CHIC	77636616	December 19, 2008			Abandoned
U.S.	HANDMADE IN MAINE VILLAGE CANDLE and Design 	75751342	June 28, 1999			Abandoned
U.S.	HAPPI HOME	86782088	October 8, 2015			Abandoned
U.S.	HAPPI PAWS	86782100	October 8, 2015			Abandoned

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
U.S.	IN A NEW LIGHT	78225524	March 14, 2003			Abandoned
U.S.	LIGHT SOMETHING HAPPY	86358475	August 6, 2014			Abandoned
U.S.	MARKET COLLECTION	78150785	August 5, 2002	2721560	June 3, 2003	Abandoned
U.S.	RADIANCE	85496319	December 15, 2011	4240783	November 13, 2012	Abandoned
U.S.	RADIANCE	85501893	December 22, 2011	4240803	November 13, 2012	Abandoned
U.S.	SECRET SPICE	75205348	November 27, 1996	2110809	November 4, 1997	Abandoned
U.S.	SLEIGH BELLS	75204923	November 27, 1996	2110805	November 4, 1997	Abandoned
U.S.	SURROUND YOURSELF WITH FRAGRANCE	78225553	March 14, 2003			Abandoned
U.S.	THE NEW #1	77785872	July 21, 2009			Abandoned
U.S.	VC VILLAGE CANDLE FUNDRAISING and Design 	76331163	October 29, 2001	2942416	April 19, 2005	Abandoned

[Annex B to IP Assignment Agreement]