

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smith Mountain Industries, Inc.		09/28/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of Montreal, as administrative agent
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	2158658	ARTSCAPE CANDLES
Registration Number:	2704534	BLUE RIDGE CANDLE COMPANY
Registration Number:	2714881	CANDLE CAPPER
Registration Number:	2607182	CANDLE CAPPER
Registration Number:	2158657	EARTHSCAPE CANDLES
Serial Number:	78763638	ECOWOOD WICK
Serial Number:	77004817	EVOO
Registration Number:	2899191	FARM GROWN
Registration Number:	3203368	FRAGRANCE NEVER SOUNDED SO GOOD
Registration Number:	2364066	MUSICAL SCENTS
Registration Number:	2814795	OLD VIRGINIA CANDLE COMPANY
Registration Number:	2473442	OLD VIRGINIA CANDLE COMPANY
Serial Number:	77216989	OLIVE OIL ORGANICS
Serial Number:	77217023	OLIVE OIL ORGANICS

**CH \$790.00 2158658**

Serial Number:	77217041	OO
Serial Number:	77217060	OO
Serial Number:	77004824	OXO
Serial Number:	77107073	PASSIONATELY PURE
Registration Number:	2507143	SIMPLY A BETTER BURN
Serial Number:	77201910	SOLAR SCENTS
Registration Number:	2762666	S'TOPPERS
Registration Number:	2846997	THE SOOT STOPPER TOPPER
Registration Number:	2469627	TRIPLES
Registration Number:	2467739	TRIPLETS
Serial Number:	76662582	WOODWIC
Registration Number:	3255835	WOODWICK
Registration Number:	3257463	WOODWICK
Registration Number:	3258312	WOODWICK
Serial Number:	76662584	WOODWIK
Serial Number:	78933742	WW
Serial Number:	76657681	WW

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1671239
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/05/2007

Total Attachments: 6  
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## TRADEMARK COLLATERAL AGREEMENT

This 28th day of September, 2007, SMITH MOUNTAIN INDUSTRIES, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 1000 Dillard Drive, Forest, Virginia 24551, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

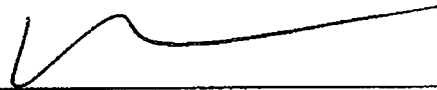
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written

SMITH MOUNTAIN INDUSTRIES, INC.

By   
Name: Michael Bergeron  
Its: CEO

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

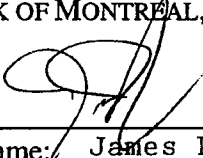
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMITH MOUNTAIN INDUSTRIES, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  \_\_\_\_\_  
Name: James Lent  
Its: VP

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	APPLICATION/REGISTRATION NO.	DATE
Artscape Candles	Reg. No. 2,158,658	
Blue Ridge Candle Company	Reg. No. 2,704,534	April 8, 2003
Candle Capper	Reg. No. 2,714,881	May 13, 2003
Candle Capper and Design	Reg. No. 2,607,182	August 13, 2002
Earthscape Candles	Reg. No. 2,158,657	
Ecowood Wick	App. No. 78/763,638	November 30, 2005
Evoo	App. No. 77/004,817	September 21, 2006
Farm Grown	Reg. No. 2,899,191	November 2, 2004
Fragrance Never Sounded so Good	Reg. No. 3,203,368	January 30, 2007
Musical Scents	Reg. No. 2,364,066	
Old Virginia Candle Company	Reg. No. 2,814,795	February 17, 2004
Old Virginia Candle Company and Design	Reg. No. 2,473,442	July 31, 2001
Olive Oil Organics	App. No. 77/216,989	June 27, 2007
Olive Oil Organics and Design	App. No. 77/217,023	June 27, 2007
OO	App. No. 77/217,041	June 27, 2007
OO and Design	App. No. 77/217,060	June 27, 2007

TRADEMARK	APPLICATION/REGISTRATION NO.	DATE
OXO	App. No. 77/004,824	September 21, 2006
Passionately Pure	App. No. 77/107,073	February 14, 2007
Simply a Better Burn	Reg. No. 2,507,143	November 13, 2001
Solarscents	App. No. 77/201,910	June 8, 2007
Stopper	Reg. No. 2,762,666	September 9, 2003
The Soot Stopper Topper	Reg. No. 2,846,997	May 25, 2004
Triples	Reg. No. 2,469,627	July 17, 2001
Triplets	Reg. No. 2,467,739	July 10, 2001
Woodwic	App. No. 76/662,582	July 5, 2006
Woodwick	Reg. No. 3,255,835	June 26, 2007
Woodwick	Reg. No. 3,257,463	July 3, 2007
WoodWick & Desing	Reg. No. 3,258,312	July 3, 2007
Woodwik	App. No. 76/662,584	July 5, 2006
WW (Stylized)	App. No. 78/933,742	July 20, 2006
WW Design	App. No. 76/657,681	April 3, 2006



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE.