

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDC Enchanted Lighting Company, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3292135	ENJOY LIGHTING	
Registration Number:	3706087	ENJOY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>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.</i>			
Phone:	2146515000		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Sam Jo, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.1276		
NAME OF SUBMITTER:	Jennifer Pierce		
SIGNATURE:	/jennifer pierce/		
DATE SIGNED:	01/12/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of December 30, 2015, is made by IDC Enchanted Lighting Company, LLC, a Delaware limited liability company (“*Grantor*”), in favor of Bank of America, N.A., a national banking association (“*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated December 30, 2015, by and among International Development LLC, a Delaware limited liability company (“*Borrower*”) and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantor; and

WHEREAS, the Grantor is party to that certain Amended and Restated Security Agreement, dated as of December 30, 2015, among Secured Party and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

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

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Loan Agreement and the other Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto. Notwithstanding anything to the contrary herein, the Trademarks shall not include any United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
- (c) all of Grantor’s Copyrights and Copyright Licenses to which it is a party;

- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding anything to the contrary herein, Grantor is not obligated to grant to the Secured Party a security interest in, to, or under any Patent License, Trademark License or Copyright License where Grantor is not permitted to grant such security interest.

3. Security for Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Termination of Security Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations, the Security Interest granted hereunder shall automatically be extinguished. Secured Party shall, at the request of Grantor, execute and deliver to Grantor all termination statements and other instruments as may be necessary or proper to evidence the termination of the Security Interest granted to Secured Party pursuant to this Agreement.


5. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**[Remainder of Page Intentionally Left Blank
Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

IDC ENCHANTED LIGHTING COMPANY, LLC

By: 
Name: Richard R. Mumma
Title: President and Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 005707 FRAME: 0949

SCHEDULE I - PART A

PATENTS

(see attached)

PATENT STATUS	TITLE	PATENT NO.	PATENT TYPE	APPLICATION NUMBER	FILING DATE	PATENT ISSUE DATE
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,408	DESIGN	29/408,715	12/15/2011	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D661,791	DESIGN	29/408,701	12/15/2011	6/12/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D662,584	DESIGN	29/407,414	11/29/2011	6/26/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,407	DESIGN	29/407,408	11/29/2011	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D662,585	DESIGN	29/40,7416	11/29/2011	6/26/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,827	DESIGN	29/411,832	1/26/2012	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,821	DESIGN	29/408,829	12/16/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,817	DESIGN	29/407,048	11/22/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,820	DESIGN	29/408,692	12/15/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,399	DESIGN	29/407,066	11/22/2011	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,818	DESIGN	29/407,073	11/22/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,819	DESIGN	29/407,131	11/23/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D662,652	DESIGN	29/410,701	1/14/2012	6/26/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,822	DESIGN	29/412,751	2/7/2012	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,404	DESIGN	29/411,635	1/24/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,405	DESIGN	29/411,668	1/25/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,409	DESIGN	29/411,814	1/26/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,826	DESIGN	29/411,665	1/25/2012	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D662,651	DESIGN	29/411,732	1/25/2012	6/26/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,474	DESIGN	29/411,723	1/25/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D693,914	DESIGN	29/410,042	1/3/2012	11/19/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,489	DESIGN	29/411,786	1/26/2012	8/14/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,488	DESIGN	29/407,195	11/23/2011	8/14/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,824	DESIGN	29/407,136	11/23/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,825	DESIGN	29/407,201	11/23/2011	7/17/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,752	DESIGN	29/407,212	11/23/2011	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,475	DESIGN	29/411,738	1/25/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,823	DESIGN	29/412,860	2/8/2012	7/17/2012
Issued	FRAGRANCE DISK	D665,599	DESIGN	29/405,474	11/2/2011	3/27/2012
Issued	FRAGRANCE DISK	D667,101	DESIGN	29/411,705	1/25/2012	9/11/2012
Issued	FRAGRANCE DISK	D678,496	DESIGN	29/428,455	7/31/2012	3/19/2013
Issued	FRAGRANCE DISK	D665,067	DESIGN	29/412,686	2/7/2012	8/7/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,071	DESIGN	29/414,108	2/24/2012	1/8/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,072	DESIGN	29/414,129	2/24/2012	1/8/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,073	DESIGN	29/414,139	2/24/2012	1/8/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D677,371	DESIGN	29/413,457	2/15/2012	3/5/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D663,410	DESIGN	29/413,344	2/14/2012	7/10/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D671,628	DESIGN	29/414,081	2/24/2012	11/27/2012

PATENT STATUS	TITLE	PATENT NO.	PATENT TYPE	APPLICATION NUMBER	FILING DATE	PATENT ISSUE DATE
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,074	DESIGN	29/414,146	2/24/2012	1/8/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D671,629	DESIGN	29/414,083	2/24/2012	11/27/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D685,901	DESIGN	29/413,462	2/15/2012	7/9/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,075	DESIGN	29/414,259	2/27/2012	1/8/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D677,372	DESIGN	29/413,495	2/16/2012	3/5/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D677,373	DESIGN	29/413,496	2/16/2012	3/5/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,746	DESIGN	29/416,925	3/28/2012	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,753	DESIGN	29/416,930	3/28/2012	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,754	DESIGN	29/416,931	3/28/2012	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,755	DESIGN	29/416,934	3/28/2012	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D669,162	DESIGN	29/416,937	3/28/2012	10/16/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D668,756	DESIGN	29/416,964	3/29/2012	10/11/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,490	DESIGN	29/416,942	3/28/2012	8/14/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D684,672	DESIGN	29/416,943	3/28/2012	6/18/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D678,495	DESIGN	29/416,945	3/28/2012	3/19/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D685,902	DESIGN	29/416,946	3/28/2012	7/9/2013
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,068	DESIGN	29/414,878	3/5/2012	8/7/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,070	DESIGN	29/414,966	3/6/2012	8/7/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D665,069	DESIGN	29/414,882	3/5/2012	8/7/2012
Issued	COVER FOR LIGHT AND/OR FRAGRANCE EMITTER	D674,076	DESIGN	29/414,886	3/5/2012	1/8/2013

SCHEDULE I - PART B

TRADEMARKS

(see attached)


TRADEMARK STATUS REPORT

IDC ENCHANTED LIGHTING COMPANY, LLC
 899 Henrietta Creek Road
 Roanoke, Texas 76262

ACTIVE TRADEMARK REGISTRATIONS

FILE NO. AIDCE.	Mark	TYPE	Goods	SERIAL/ REG. NO.	FILING DATE	STATUS
5001	ENJOY LIGHTING	USE	Class 11 – Electric lighting fixtures and electric faux candles First Use: 05/31/2006 In Commerce: 05/31/2006	Serial No. 78/842,199 Reg. No. 3,292,135	03/21/2006	<i>Note: Disclaimer of "LIGHTING"</i> 09/11/2007 Registration Date 03/10/2014 Section 8 & 15 Declarations Filed 09/11/2017 Renewal Due (10 year)
5001CA	ENJOY LIGHTING (Canada)	USE	(1) Flameless Candles First Use in Canada: 07/2009 (2) Decorative lighting, namely, illuminated holiday and seasonal decorations First Use in Canada: 08/2009	Application No. 1,485,134 Reg. No. TMA841,536	06/15/2010	01/29/2013 Registration Date 01/29/2028 Renewal Due (15 year)
5002	ENJOY	USE	Class 11 – Electric lighting fixtures and electric faux candles First Use: 01/01/2009 In Commerce: 06/01/2009	Serial No. 77/391,791 Reg. No. 3,706,087	02/07/2008	11/03/2009 Registration Date 11/03/2015 Section 8 & 15 Declarations Due 05/03/2016 Final Deadline to File Section 8 11/03/2019 Renewal Due (10 year)
5002CA	ENJOY (Canada)	USE	(1) Flameless Candles Decorative lighting, namely, illuminated holiday and seasonal decorations (2) Electric batteries for flameless candles and illuminated holiday	Application No. 1,485,133 Reg. No. TMA841,538	06/15/2010	01/29/2013 Registration Date 01/29/2028 Renewal Due (15 year)

ACTIVE TRADEMARK REGISTRATIONS

FILE NO. AIDCE.	Mark	TYPE	Goods	SERIAL/ REG. NO.	FILING DATE	STATES
5013AU	 (Australia)		Class 4 – Candles; Christmas lights (candles); Christmas tree candles; fragranced candles; nightlights (candles); perfumed candles; scented candles Class 21 – Candelabra (candlesticks); candlesticks	Reg. No. 1359222	05/03/2010	05/03/2010 Registration Date 05/03/2020 Renewal Date (10 year) Note: Owner of registration is: XtraCorp Pty Ltd. d/b/a Enjoy Lighting Australia 9 Fairmount Road Hawthorn East Vic 3123 Australia Contact: David Carrick, Managing Director

TRADEMARK

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