

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4789856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PARTYLITE WORLDWIDE, LLC	01/23/2018
CANDLE-LITE COMPANY, LLC (F/K/A CL PRODUCTS INTERNATIONAL, LLC)	01/23/2018
CANDLE CORPORATION OF AMERICA	01/23/2018
<b>RECEIVING PARTY DATA</b>	
<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>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D637275
Patent Number:	D506275
Patent Number:	8693852
Application Number:	61738566
Application Number:	14105576
Application Number:	14999058
Patent Number:	D504527
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)341-7701
<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>	
<b>Phone:</b>	617-951-8132
<b>Email:</b>	linda.salera@morganlewis.com
<b>Correspondent Name:</b>	LINDA A. SALERA, SENIOR PARALEGAL
<b>Address Line 1:</b>	ONE FEDERAL STREET
<b>Address Line 2:</b>	C/O MORGAN, LEWIS & BOCKIUS LLP
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>NAME OF SUBMITTER:</b>	LINDA A. SALERA
<b>SIGNATURE:</b>	/Linda A. Salera/

PATENT

<b>DATE SIGNED:</b>	01/23/2018
<b>Total Attachments: 5</b> source=Prospect_Candle-Lite - Executed Patent Security Agreement (Jan 23, 2018)#page1.tif source=Prospect_Candle-Lite - Executed Patent Security Agreement (Jan 23, 2018)#page2.tif source=Prospect_Candle-Lite - Executed Patent Security Agreement (Jan 23, 2018)#page3.tif source=Prospect_Candle-Lite - Executed Patent Security Agreement (Jan 23, 2018)#page4.tif source=Prospect_Candle-Lite - Executed Patent Security Agreement (Jan 23, 2018)#page5.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT 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 Patent 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 Patent 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 "Patent Collateral"):

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

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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 Patent 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 Patents and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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 PATENT 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 PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT 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 Patent Security Agreement mutatis mutandis as if fully set forth herein. This Patent 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 Patent Security Agreement to be duly executed and delivered as of the date first above written.

PARTYLITE WORLDWIDE, LLC, as Grantor

By 

Name: Calvin Johnston

Title: President


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

By 

Name: Calvin Johnston

Title: President

CANDLE CORPORATION OF AMERICA, as  
Grantor

By 

Name: Calvin Johnston

Title: President

*Signature Page - Patent Security Agreement*

**PATENT**  
**REEL: 045130 FRAME: 0747**

SCHEDULE 1  
TO  
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

<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	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		
CL Products International, LLC	United States	A layered candle assembly and methods of forming thereof	61/738,566	12/18/2012	
CL Products International, LLC	United States	A layered candle assembly and methods of forming thereof	14/105,576	12/13/2013	
CL Products International, LLC	United States	Candles Compromising Vegetable Oil That Is Low in Polyunsaturation and Gelling Agent	14/999,058		3/24/2016
Candle Corporation of America	USA	Candle cover	29203560 D504527		Expires 4/15/2018

2. PATENT APPLICATIONS

None.

3. PATENT LICENSES

None.