

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6131110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AE OPCO I LLC	05/29/2020
AE HOLDCO I LLC	05/29/2020
RECEIVING PARTY DATA	
Name:	PACIFIC MERCANTILE BANK
Street Address:	949 SOUTH COAST DRIVE, 3RD FLOOR
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D765235
Patent Number:	D765825
Patent Number:	7708137
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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>	
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Email:	ipteam@coagencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1227559 PAT
NAME OF SUBMITTER:	ROBIN DUNN
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	06/01/2020
Total Attachments: 17	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **May 29, 2020** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **AE OPCO I LLC**, a Delaware limited liability company ("**OpCo**") (which does business as Faultless Brands), and **AE HOLDCO I LLC**, a Delaware limited liability company ("**HoldCo**", and jointly and severally with Operating Company, "**Grantor**"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated May 29, 2020 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office,

simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

1025 West 8th Street
Kansas City, MO 64101

AE OPOO LLC

Dr.

Title: ... Manager of Architect Equity Holdings LLC, Manager of AE Holdco I LLC, Manager of AE OPCO I LLC

AE HOLDCO LLC

Dr.

Title: /s/ Manager of Architect Equity Holdings LLC,
Manager of AE Holdco I LLC

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

PACIFIC MERCANTILE BANK



Title:

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

1025 W. 8th Street,
Kansas City, MO 64101

Grantor:

AE OPCO I LLC

By: _____
Title: _____

AE HOLDCO I LLC

By: _____
Title: _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

PACIFIC MERCANTILE BANK

By: Mia Davis
Title: VP Relationship Manager

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A
Trademarks

Registered Trademarks:

Mark	Country	Reference Number	Registration Date	Registration Number
"NO HA RAYADO TODAVIA" and Design (hatched chick in oval)	Colombia	0506384.0559	2/1/1994	151754
A BOTTLE OF PERFUME IN EVERY CANDLE	United States	0506384.0916	1/9/2007	3,196,661
ACABADO PROFESSIONAL	United States	0506384.0891	5/5/2015	4,733,481
AMERICA'S ORIGINAL NATURAL HOME CLEANER	United States	0506384.0766	1/18/2011	3,909,487
BAMBOO SUGARCANE BENEFIT	United States	0506384.0922	1/20/2009	3,563,025
	United States	0506384.0814	9/8/2015	4,808,198
	Australia	0506384.0245	7/20/2016	1,742,230
	Bermuda	0506384.0634	11/18/1994	26566
	Chile	0506384.0461	10/5/1983	683278
	China	0506384.0289	10/10/1988	325752
	Colombia	0506384.0813	7/31/2015	517021
BON AMI	European Union	0506384.0655	8/27/1998	101055
	France	0506384.0215	12/15/1981	1686722
	France	0506384.0304	11/3/1989	1630087
	Hong Kong	0506384.0516	7/20/1990	3950
	India	0506384.0233	2/25/1991	546077
	Israel	0506384.0363	6/13/1962	20873

Mark	Country	Reference Number	Registration Date	Registration Number
	Italy	0506384.0481	11/17/1986	1555094
	Japan	0506384.0346	9/27/1985	1808156
	Kuwait	0506384.0694	9/28/1999	37262
	Malaya	0506384.0357	8/28/1979	M/83512
	Pakistan	0506384.0234	4/15/1991	110449
	Peru	0506384.0541	7/26/1993	940
	Poland	0506384.0517	3/27/1990	R72282
	Russia	0506384.0472	10/3/1973	49765
	Saudi Arabia	0506384.0235	8/12/2008	142808150
	Slovak Republic	0506384.0221	8/29/1991	168571
	South Korea	0506384.0217	1/12/1990	66162
	South Korea	0506384.0220	1/8/1992	229792
	Thailand	0506384.0367	9/24/1962	Kor 1761
	Turkey	0506384.0209	8/9/1990	121926
	United Arab Emirates	0506384.0786	9/3/2013	171745
BON AMI (stylized, angled open letters)	United Kingdom	0506384.0022	11/2/1892	168168
	United States	0506384.0422	1/30/1962	0,726,863
	United States	0506384.0438	10/1/1912	0,088,548
	United States	0506384.0437	8/18/1914	0,099,079
BON AMI (stylized, solid letters)	United States	0506384.0437	8/18/1914	0,099,079
BON AMI and Chick Design	Nigeria	0506384.0231	1/17/1977	14704
BON AMI and Design (chick with words in rectangle)	Hong Kong	0506384.0248	1/12/1963	19630528
BON AMI and Design (hatched chick)	Benelux	0506384.0344	5/19/1972	23537

Mark	Country	Reference Number	Registration Date	Registration Number
BON AMI and Design (Label with Lady)	Malaya	0506384.0365	12/6/1962	M/38955
BON AMI LABEL	Venezuela	0506384.0097	12/3/1943	14462F
BON AMI SMOOTH TOP	United States	0506384.0701	1/22/2002	2,532,850
CITRASTAR	United States	0506384.0732	8/16/2005	2,985,422
DIMENSION	United States	0506384.0801	7/29/2014	4,575,168
DIRTGARD	United States	0506384.0415	7/30/1963	0,753,555
EASY IRON	United States	0506384.0897	7/12/2016	4,998,746
ENDEX-99	United States	0506384.0802	10/14/2014	4,619,940
EVOQUE (Stylized)	European Union	0506384.0925.EU	7/25/2012	1131433
	Japan	0506384.0926.JP	7/25/2012	1131433
	South Korea	0506384.0927.KR	7/25/2012	1131433
	United States	0506384.0928	1/26/2010	3,743,163
EZ-Off and Design	WIPO	0506384.0929	7/25/2012	1131433
	United States	0506384.0706	1/7/2003	2,671,080
F	United States	0506384.0407	6/30/1964	0,772,065
F and Design (faux three dimensional red star)	European Union	0506384.0783	9/15/2012	10578995
F and Design (red star in starburst)	United States	0506384.0414	7/30/1963	0,753,580
F and Design (red star pointed up)	United States	0506384.0326	6/2/1992	1,689,768
F and Design (solid star pointing up)	United States	0506384.0309	3/16/1993	1,759,043
	Mexico	0506384.0520	8/28/1992	420948
	South Korea	0506384.0305	1/8/1992	229791
F and Design (solid star)	United States	0506384.0404	12/15/1964	0,781,595
	Canada	0506384.0458	8/4/1967	152359
	Barbados	0506384.0635.0000.000	3/6/2000	81/10242
	Canada	0506384.0457	12/15/1967	154590

Mark	Country	Reference Number	Registration Date	Registration Number
FAULTLESS	Chile	0506384.0623	4/21/1995	1167026
	China	0506384.0348	10/10/1988	325753
	Colombia	0506384.0792	6/28/2013	472300
	Dominican Republic	0506384.0607	4/15/1995	77104
	European Union	0506384.0770	7/13/2010	8900771
	Ghana	0506384.0572	1/19/1993	25536
	Honduras	0506384.0721	10/29/2002	85,862
	Kuwait	0506384.0695	9/28/1999	37271
	Mexico	0506384.0522	5/21/1992	414281
	Nigeria	0506384.0571	12/10/1992	52509
	Panama	0506384.0632	5/6/1996	73996
	Peru	0506384.0640	6/27/1995	16667
	Russia	0506384.0471	2/22/1974	48654
	Saudi Arabia	0506384.0696	11/27/2008	142808149
	Singapore	0506384.0697	7/27/1999	199/078164
	United Arab Emirates	0506384.0785	9/3/2013	171746
	United States	0506384.0386	9/5/1972	0,942,208
	United States	0506384.0385	8/29/1972	0,942,103
	United States	0506384.0126	7/31/1990	1,608,503
	United States	0506384.0165	11/28/1989	1,567,819
	United States	0506384.0418	3/5/1963	0,746,087
	Venezuela	0506384.0618	2/9/1996	P187523
FAULTLESS and Design (Solid Star)	South Africa	0506384.0355	5/16/1984	82/3411
FAULTLESS BY NATURE	United States	0506384.0760	3/23/2010	3,762,585
FAULTLESS F and Design (f in red star)	India	0506384.0663	4/17/1997	758659
	Turkey	0506384.0652	4/29/1997	184472
FAULTLESS MAGIC	China	0506384.0954	5/21/2019	33577333

Mark	Country	Reference Number	Registration Date	Registration Number
FIBREFRESHER	United States	0506384.0817	12/1/2015	4,864,624
FIBREHANCER	United States	0506384.0729	2/15/2005	2,926,944
FIBRESISTANCE	United States	0506384.0739	6/5/2007	3,249,701
FINALE	United States	0506384.0269	3/10/1992	1,678,961
FORMULA IMPECCABLE	Colombia	0506384.0793	12/13/2013	482794
	Mexico	0506384.0794	10/28/2013	78074
FRESH CUT TUBEROSE	United States	0506384.0920	7/6/2010	3,812,439
HASN'T SCRATCHED YET	United States	0506384.0408	3/17/1964	0,766,873
	Brazil	0506384.0614	3/3/1998	817941282
IMPECCABLE	Dominican Republic	0506384.0619	11/15/1994	74758
	Honduras	0506384.0743	2/7/2011	114,990
	Nicaragua	0506384.0742	10/3/2007	0702285 LM
IMPECCABLE	Benelux	0506384.0508	1/4/1971	1350
	Spain	0506384.0080	7/13/1963	405383
	Australia	0506384.0164.0001	4/18/2013	1456307
	Bermuda	0506384.0615	11/18/1994	26568
	Brazil	0506384.0603	3/3/1998	817941290
	Canada	0506384.0195	1/5/1973	187636
	Chile	0506384.0612	4/21/1995	1167025
KLEEN KING	China	0506384.0290	8/10/1989	357125
	Colombia	0506384.0648	10/20/1995	180835
	Cyprus	0506384.0734.0001	9/28/2010	71189
	European Union	0506384.0772	4/24/2012	9194226
	France	0506384.0315	10/30/1981	1682676
	Hong Kong	0506384.0252	7/20/1990	82607/1992
	Malaya	0506384.0486	8/16/1991	M/883513
	Malaysia	0506384.0250	7/16/1994	86003197
	Mexico	0506384.0569	1/13/1993	429259

Mark	Country	Reference Number	Registration Date	Registration Number
	Panama	0506384.0625	5/6/1996	73993
	Switzerland	0506384.0495	10/26/1971	393588
	Taiwan	0506384.0058	8/16/1989	449766
	Taiwan	0506384.0101	9/1/1989	453326
	Thailand	0506384.0360	9/2/1986	108172
	Trinidad & Tobago	0506384.0627	9/26/1994	23064
	United States	0506384.0734	12/6/2005	3,023,753
	United States	0506384.0054	8/10/1954	0,593,688
	Venezuela	0506384.0142	4/29/1986	120648F
	Singapore	0506384.0337	8/16/1979	179/81721F
KLEENKING	United Kingdom	0506384.0473	9/17/1978	9805418
KP EXTRA	United States	0506384.0750	11/18/2008	3,533,076
LAVENDER DE PROVENCE	United States	0506384.0923	9/1/2009	3,676,977
MAGIC	Dominican Republic	0506384.0730.0004	9/15/1993	58699
	European Union	0506384.0765	2/14/2012	8321515
	Mexico	0506384.0730.0006	6/25/1992	417084
	Morocco	0506384.0769	3/1/2012	143166
	New Zealand	0506384.0730.0003	6/26/1984	128852
	Nigeria	0506384.0730.0005	4/23/1991	56917
	Puerto Rico	0506384.0673.0005	4/18/2013	204096
	South Korea	0506384.0730.0001	9/1/1993	273306
	Taiwan	0506384.0673.0006	8/1/1968	36852
	United States	0506384.0675	5/10/1977	1,065,118
MAGIC SIZING and Design	United States	0506384.0673	9/11/1962	0,737,381
	United States	0506384.0712	1/7/2003	2,673,073
	United States	0506384.0700	6/20/2000	2,360,372

Mark	Country	Reference Number	Registration Date	Registration Number
Miscellaneous Design (chick)	United States	0506384.0441	5/23/1933	0,303,446
Miscellaneous Design (Faultless label)	Bermuda	0506384.0633	7/11/1997	828909
Miscellaneous Design (House Box Trade Dress)	United States	0506384.0917	7/18/2006	3,116,087
Miscellaneous Design (Red Star in Red Starburst)	United States	0506384.0428	8/9/1955	0,610,195
Miscellaneous Design (solid star)	United States	0506384.0390	8/2/1977	1,070,489
NIAGARA	Anguilla	0506384.0835	6/30/2006	1,070,489
	Antigua & Barbuda	0506384.0836	2/27/2006	6659
	Argentina	0506384.0837	9/20/2010	2395581
	Aruba	0506384.0839	2/7/1989	12504
	Bahamas	0506384.0840	2/11/1958	2878
	Bahrain	0506384.0841	4/24/2006	47719
	Barbados	0506384.0842	9/24/2014	81/021371
	Bermuda	0506384.0843	1/8/1958	4168
	BES Islands	0506384.0855	9/21/2011	2850
	BES Islands	0506384.0854	9/21/2011	2851
	Brazil	0506384.0844	7/7/2015	840183631
	Brunei	0506384.0845	9/25/2005	37339
	Canada	0506384.0846	10/17/1950	UCA37303
	Chile	0506384.0847	5/19/1998	829486
	Colombia	0506384.0848	10/28/1997	205319
	Congo	0506384.0849	[1/19/2006]	11514/2006
	Curacao	0506384.0850	11/20/2002	09385

Mark	Country	Reference Number	Registration Date	Registration Number
	Curacao	0506384.0851	1/3/2006	12049
	Denmark	0506384.0856	2/15/2006	VR 2006 0662
	Dominica	0506384.0857	6/14/2006	69/2006
	Dominican Republic	0506384.0858	12/15/1989	47892
	Ecuador	0506384.0859	9/25/2007	5359-07
	El Salvador	0506384.0861	12/8/2006	00209 Book 75
	France	0506384.0863	1/11/2006	063402892
	Ghana	0506384.0864	1/24/2006	39837
	Guatemala	0506384.0898	5/25/2018	234030
	Guyana	0506384.0865	5/11/2010	021385A
	Haiti	0506384.0866	6/22/2005	359/146
	Honduras	0506384.0899	5/25/2016	136.981
	Hong Kong	0506384.0867	12/19/2005	300551204
	India	0506384.0834	11/9/2015	3096976
	Israel	0506384.0869	1/4/1995	84314
	Jamaica	0506384.0870	6/10/1996	33423
	Jordan	0506384.0871	11/5/2007	85685
	Kuwait	0506384.0872	10/29/2007	66099
	Lebanon	0506384.0873	5/24/2006	106797
	Nicaragua	0506384.0874	4/22/1958	9292
	Nigeria	0506384.0875	3/27/1974	24856
	Panama	0506384.0876	9/30/1958	5902
	Peru	0506384.0877	5/5/1988	74696
	Philippines	0506384.0878	11/14/2013	4-2013-005738
	Qatar	0506384.0879	8/13/2007	34595
	Saint Kitts & Nevis	0506384.0883	7/19/2006	170/2006
	Saint Lucia	0506384.0884	1/18/2007	TM/2006/000055
	Samoa	0506384.0880	2/13/2006	4982

Mark	Country	Reference Number	Registration Date	Registration Number
	Saudi Arabia	0506384.0881	2/4/2007	142608039
	Spain	0506384.0882	10/17/2006	2686680
	St. Maarten	0506384.0852	11/20/2002	07959
	St. Maarten	0506384.0853	1/3/2006	10574
	Suriname	0506384.0885	2/13/2006	20047
	Trinidad & Tobago	0506384.0887	8/17/2000	25683
	Turks & Caicos	0506384.0888	7/10/2006	14439
	United Arab Emirates	0506384.0889	7/4/2011	147975
	United States	0506384.0893	10/20/1987	1,461,587
	United States	0506384.0892	4/6/2004	2,829,622
	Uruguay	0506384.0890	1/26/2007	368,627
	Venezuela	0506384.0895	9/22/1960	38886f
NIAGARA and Design	Ecuador	0506384.0860	12/30/1994	4631-94
OPTIX	United States	0506384.0782	4/16/2013	4,320,818
PRELASE	United States	0506384.0188	6/8/1971	0,914,417
PRESENTACION	Mexico	0506384.0574	1/31/1994	451041
IMPECABLE	Panama	0506384.0624	5/24/1996	074375
PRESS AGENT	United States	0506384.0395	10/31/1972	0,946,150
PROFESSIONAL FINISH	United States	0506384.0894	1/10/2006	3,040,957
PSSSTI IMPECABLE	Mexico	0506384.0598	10/8/1993	443838
PSSSTI IMPECABLE	Costa Rica	0506384.0745	6/11/2007	168,300
RHYTHM	United States	0506384.0405	9/29/1964	0,777,651
SEXY CINNAMON	United States	0506384.0921	4/13/2010	3,775,094
SHINE	United States	0506384.0762	2/16/2010	3,749,016
SOF-TEX	United States	0506384.0803	7/29/2014	4,575,170
STAR BRIGHT	United States	0506384.0825	8/14/2018	5,541,312
STAR BRIGHT (Stylized)	United States	0506384.0116	9/18/1984	1,295,443
STAR POWER	United States	0506384.0733	5/23/2006	3,095,015

Mark	Country	Reference Number	Registration Date	Registration Number
STEEL GLO	Canada	0506384.0784	2/7/2013	842602
	China	0506384.0291	10/10/1988	325754
	European Union	0506384.0771	1/27/2011	9194507
	Japan	0506384.0157	4/30/1991	2307127
	South Korea	0506384.0156	1/15/1990	187068
STEEL GLO (Korean Script)	Taiwan	0506384.0658	10/16/1997	779678
	South Korea	0506384.0102	2/13/1990	40-188714
STEEL GLO (Stylized -- in the colors yellow and red)	United States	0506384.0096	9/18/1984	1,295,512
TOUCH-UP	United States	0506384.0032	6/27/1967	0,830,842
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	Japan	0506384.0906.JP	7/25/2012	1133864
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TRAPP FRAGRANCES and Design	United States	0506384.0952	7/2/2019	5,791,579
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WATER	United States	0506384.0919	12/29/2009	3,731,807

Pending Trademarks

Mark	Country	Reference Number	Application Date	Application Number
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FAULTLESS STARCH and Design (F in solid star)	Pakistan	0506384.0942	6/9/2014	363735
KLEEN KING	United States	0506384.0964	4/6/2020	88/860,805
STEEL GLO	Malaysia	0506384.0100	11/14/1988	88006049
TRAPP	United Arab Emirates	0506384.0957	6/23/2019	312788
	United Arab Emirates	0506384.0957/1	6/23/2019	312789
	United Arab Emirates	0506384.0957/2	6/23/2019	312790

SCHEDULE B

Patents and Patent Applications

Patents:

Title/Product Name	Country	Patent No.	Issue Date	Summary	Expiration Date
Fragrance Wax Melt Bar/Wax Melts (without packaging)	United States	D765,235	8/30/2016	This patent covers the appearance of the wax melt bar.	8/30/2030
Fragrance Wax Melt Bar in Tray/Wax Melts (with packaging)	United States	D765,825	9/6/2016	This patent covers the appearance of the wax melt bar in the packaging tray.	9/6/2030
Box for Storing Candle and Candle Accessories	United States	7,708,137	5/4/2010	Utility Patent	10/21/2028

SCHEDULE C

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None.

PATENT

RECORDED: 06/01/2020

REEL: 052801 FRAME: 0113