

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Yankee Candle Company, Inc.		05/01/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YCC Development Company, LLC		
<b>Street Address:</b>	2381 Executive Center Drive		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86486160	SCENTELLIGENT	
<b>Serial Number:</b>	86486153	SCENTELLIGENT	
<b>Serial Number:</b>	86486054	SCENTELLIGENT	
<b>Serial Number:</b>	86486050	SCENTELLIGENT	
<b>Serial Number:</b>	86486042	SCENTELLIGENT	
<b>Serial Number:</b>	86389251	SCENT SYSTEMS BY YANKEE CANDLE	
<b>Serial Number:</b>	86493213	SVOX	
<b>Serial Number:</b>	86493216	SVOX	
<b>Serial Number:</b>	86388140	SVOX	
<b>Serial Number:</b>	86483156	SVOX	
<b>Serial Number:</b>	86493218		
<b>Serial Number:</b>	86493221		
<b>Serial Number:</b>	86493223		
<b>Serial Number:</b>	86493227		
<b>Serial Number:</b>	86493229		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4136658306  
**Email:** bscully@yankeecandle.com  
**Correspondent Name:** The Yankee Candle Company, Inc.  
**Address Line 1:** 16 Yankee Candle Way  
**Address Line 4:** South Deerfield, MASSACHUSETTS 01373

<b>NAME OF SUBMITTER:</b>	Brian Scully
<b>SIGNATURE:</b>	/brian scully/
<b>DATE SIGNED:</b>	05/22/2015

**Total Attachments: 4**

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 1, 2015 between The Yankee Candle Company, Inc., a Massachusetts corporation, having a place of business at 16 Yankee Candle Way, South Deerfield, MA, United States of America ("Assignor") and YCC Development Company, LLC, a Delaware limited liability company, having a place of business at 2381 Executive Center Drive, Boca, FL ("Assignee").

### RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to

effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

The Yankee Candle Company, Inc.

By: Sarah Mullins

Name: Sarah Mullins

Title: Deputy General Counsel  
& Asst. Secretary

ASSIGNEE:







YCC Development Company, LLC

By: TLCG

Name: Thomas A. Conroy

Title: President

EXHIBIT A

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Classes</u>
Scentelligent	86486160	12/19/2014	5
Scentelligent	86486153	12/19/2014	3
Scentelligent	86486054	12/19/2014	42
Scentelligent	86486050	12/19/2014	35
Scentelligent	86486042	12/19/2014	11
	86389251	09/09/2014	3,5,11,35,42
svox	86493213	12/31/2014	11
svox	86493216	12/31/2014	35
	86388140	09/08/2014	11
	86483156	09/08/2014	35
	86493218	12/31/2014	3
	86493221	12/31/2014	5
	86493223	12/31/2014	11

Trademark Serial No. Application Date Classes

86493227 12/31/2014 35

86493229 12/31/2014 42

Acknowledgement by Notary Public

Commonwealth of

State of Massachusetts

County of Franklin

On this 20 day of May, 2014, before me, the undersigned Notary Public, personally appeared ~~John J. Edwards and Thomas~~ John J. Edwards personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Laurie Edwards

Name: Laurie Edwards, Notary Public



Laurie Edwards  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 27, 2020

My Appointment Expires: February 27, 2020