

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded at Reel 5478, Frame 0344

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/16/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PartyLite Gifts, Inc.
Street Address:	59 Armstrong Road
City:	Plymouth
State/Country:	MASSACHUSETTS
Postal Code:	02360
Entity Type:	Corporation: VIRGINIA
Name:	PartyLite Worldwide, LLC
Street Address:	59 Armstrong Road
City:	Plymouth
State/Country:	MASSACHUSETTS
Postal Code:	02360
Entity Type:	Limited Liability Company: DELAWARE
Name:	Candle Corporation of America
Street Address:	59 Armstrong Road
City:	Plymouth
State/Country:	MASSACHUSETTS
Postal Code:	02360
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	50865	WHITMAN'S
Registration Number:	39651	
Registration Number:	39650	
Registration Number:	1678743	FLORASENSE
Registration Number:	2487273	PARTYLITE
Registration Number:	4203052	GLOLITE BY PARTYLITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3937360	SCENTGLOW
Registration Number:	2948619	DECORATE YOUR HOME! CELEBRATE YOUR LIFE!
Registration Number:	2887858	AROMASIMMERS
Registration Number:	3030194	BESTBURN
Registration Number:	4109066	BRING GOURMET TO EVERYDAY
Registration Number:	3007391	
Registration Number:	4365035	FRESH HOME BY PARTYLITE
Registration Number:	3668227	ICED CRYSTAL
Registration Number:	1735998	PARTYLITE
Registration Number:	1142963	PARTYLITE GIFTS
Registration Number:	171549	
Registration Number:	3097993	TWO SISTERS GOURMET
Registration Number:	3728820	WELL BEING SPA
Registration Number:	3227800	CHANGE THE WORLD
Registration Number:	2854314	
Registration Number:	2762405	PARTYLITE
Registration Number:	3223490	REMINISCENT
Registration Number:	2707810	SCENT PLUS
Registration Number:	3210688	TSG
Registration Number:	2832903	UNIVERSAL TEALIGHT

CORRESPONDENCE DATA

Fax Number: 2134522329

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 05/17/2016

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

May 16, 2016

WHEREAS, **PartyLite Gifts, Inc.**, a Virginia corporation ("**PartyLite Gifts**"), **PartyLite Worldwide, LLC**, a Delaware limited liability company ("**PartyLite WW**") and **Candle Corporation of America**, a New York corporation ("**Candle Corp**" and together with, PartyLite Gifts and PartyLite WW, collectively, the "**Grantors**" and each a "**Grantor**"), have entered into a certain Trademark Collateral Assignment and Security Agreement dated March 9, 2015 (the "**Trademark Security Agreement**") with **BANK OF AMERICA, N.A.**, a national banking association (the "**Lender**"), notice of which was recorded on March 11, 2015 at the United States Patent and Trademark Office ("**USPTO**") at Reel 5478, Frame 0034.

WHEREAS, Grantors granted the Lender, under the terms of the Trademark Security Agreement, a continuing security interest (the "**Security Interest**") in favor of the Lender, in and to certain of Grantors' trademarks and service marks (the "**Marks**") identified in Schedule A and all of the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, as well as the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

WHEREAS, the Lender has agreed to terminate and release its security interest in all such Marks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Lender hereby releases, terminates, cancels and discharges any and all of its interest in the Marks, and all of the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and assigns, transfers and conveys to Grantors any interest in such intellectual property, including the Security Interest and any other liens. Each Grantor (or its designee) is hereby authorized to file this Termination and Release of Security Interest in Trademarks (the "**Release**") with the USPTO and any other governmental authority.

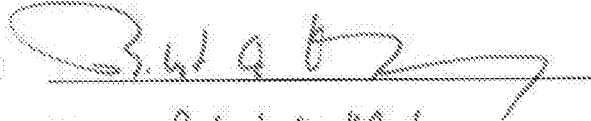
The delivery of an executed counterpart of a signature page to this Release by email or facsimile shall be effective as delivery of a manually executed counterpart of this Release. The validity, construction and effect of this Release shall be governed by the laws of the State of New York (without giving effect to its principles of conflicts of law) and shall relate solely to the Trademark Security Agreement.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.,
as Lender

By:

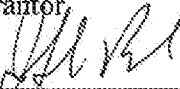


Name: Robert Q. McKay
Title: Sr. Vice President

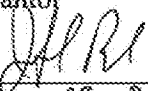
[Signature Page to Trademark Release (Bank of America, N.A.) (2016)]

Accepted and Agreed:

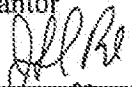
PARTYLITE GIFTS, INC.,
as Grantor

By: 
Name: Jeffrey Bork
Title: Secretary

PARTYLITE WORLDWIDE, LLC,
as Grantor

By: 
Name: Jeffrey Bork
Title: Assistant Secretary

CANDLE CORPORATION OF AMERICA,
as Grantor

By: 
Name: Jeffrey Bork
Title: Assistant Secretary

[Signature Page to Trademark Release (Bank of America, N.A.) (2016)]

Schedule A

Trademarks and Trademark Registrations

Mark	Registration/Application No.	Status	Current Owner of Record
COLONIAL	50865 (Massachusetts)	Renewed	CANDLE CORPORATION OF AMERICA
<i>Design Only</i> <i>Sunburst</i>	39651 (Puerto Rico)	Registered	CANDLE CORPORATION OF AMERICA
ETERNALUX	39650 (Puerto Rico)	Registered	CANDLE CORPORATION OF AMERICA
FLORASENSE	74/087,003 1678743	Renewed	CANDLE CORPORATION OF AMERICA
PARTYLITE Cross References: PARTY LIGHT	76/082,667 2487273	Renewed	PARTYLITE GIFTS, INC.
GLOLITE BY PARTYLITE Cross References: GLOW LIGHT BY PARTY LIGHT	85/241,222 4203052	Registered	PARTYLITE WORLDWIDE INC.
SCENTGLOW Cross References: SCENT GLOW	85/089,385 3937360	Registered	PARTYLITE WORLDWIDE INC.
DECORATE YOUR HOME! CELEBRATE YOUR LIFE! ILLUMINATE YOUR SPIRIT!	76/309,896 2948619	Registered	PARTYLITE WORLDWIDE INC.
AROMASIMMERS Cross References: AROMA SIMMERS	78/260,567 2887858	Cancelled	PARTYLITE WORLDWIDE INC.
BESTBURN Cross References: BEST BURN	78/306,762 3030194	Registered	PARTYLITE WORLDWIDE INC.
BRING GOURMET TO EVERYDAY	77/473,986 4109066	Registered	PARTYLITE WORLDWIDE INC.
<i>Design Only</i> <i>3 Candles Design</i>	78/387,241 3007391	Registered	PARTYLITE WORLDWIDE INC.
FRESH HOME BY PARTYLITE Cross References: FRESH HOME BY PARTY LIGHT	78/944,879 4365035	Registered	PARTYLITE WORLDWIDE INC.

Mark	Registration/Application No.	Status	Current Owner of Record
ICED CRYSTAL	77/363,484 3668227	Registered	PARTYLITE WORLDWIDE INC.
PARTYLITE Cross References: PARTY LIGHT	74/258,451 1735998	Renewed	PARTYLITE WORLDWIDE INC.
PARTYLITE GIFTS Cross References: PARTYLIGHT GIFT	73/179,292 1142963	Renewed	PARTYLITE WORLDWIDE INC.
TWO SISTERS Cross References: 2 SISTERS	74/099,916 171549	Renewed	PARTYLITE WORLDWIDE INC.
TWO SISTERS GOURMET Cross References: 2 SISTERS GOURMET	78/648,266 3097993	Registered	PARTYLITE WORLDWIDE INC.
WELL BEING SPA	77/076,015 3728820	Registered	PARTYLITE WORLDWIDE INC.
CHANGE THE WORLD	78/906,156 3227800	Registered	PARTYLITE WORLDWIDE, LLC
<i>Design Only</i> <i>3 Candles Design</i>	76/275,562 2854314	Renewed	PARTYLITE WORLDWIDE, LLC
PARTYLITE and Design <i>3 Candles</i> <i>w/PartyLite</i>	76/275,560 2762405	Renewed	PARTYLITE WORLDWIDE, LLC
REMINISCENT	78/665376 3223490	Registered	PARTYLITE WORLDWIDE, LLC
SCENT PLUS	76/297,666 2707810	Renewed	PARTYLITE WORLDWIDE, LLC
TSG and Design	78/749,350 3210688	Registered	PARTYLITE WORLDWIDE, LLC
UNIVERSAL TEALIGHT Cross References: UNIVERSAL TEA LIGHT	76/475,659 2832903	Renewed	PARTYLITE WORLDWIDE, LLC