

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rimports Inc.	FORMERLY Rimports (USA) LLC	11/30/2017	Corporation: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	170 S. Main Street
Internal Address:	6th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	National Banking Association: UTAH

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4867984	AROMABREEZE
Registration Number:	4948207	EDISON
Registration Number:	4878324	ESTATE
Serial Number:	86563944	TRADE DRESS
Registration Number:	5087065	FUSION BY SCENTSATIONALS
Serial Number:	86344959	AROMASCENTIALS
Serial Number:	86345038	AROMASCENTIALS ESSENTIAL FRAGRANCES
Serial Number:	87131098	WALL CHARM
Serial Number:	87131103	WALL CHARM BY AMBIESCENTS
Serial Number:	87131109	WALL CHARM BY SCENTSATIONALS
Serial Number:	87134944	WALLCHARM
Serial Number:	87111561	EDISON BY SCENTESENTIALS SPECTACLE NEW
Serial Number:	87237820	SCENTSATIONAL
Registration Number:	3720828	SCENTSATIONALS
Serial Number:	86317224	SCENTSATIONALS
Serial Number:	76599289	SIMPLY SCENTSATIONAL
Serial Number:	86317215	COMMONSCENTS
Serial Number:	85624231	COMMONSCENTS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86253101	ACCENT WARMER
Serial Number:	85316315	S
Serial Number:	86156338	EDISON WAX WARMER
Serial Number:	86253105	WALL ACCENT WARMER
Serial Number:	86530486	ADOR

CORRESPONDENCE DATA

Fax Number: 8015327543

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: 8015321500

Email: bowen@rqn.com

Correspondent Name: S. Brandon Owen

Address Line 1: 36 South State Street

Address Line 2: Suite 1400

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	S. Brandon Owen
SIGNATURE:	/S. Brandon Owen/
DATE SIGNED:	12/07/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017, is made by Rimports Inc., a Utah corporation formerly known as Rimports (USA) LLC ("*Grantor*"), in favor of U.S. Bank National Association, a national banking association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about July 2, 2014 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Borrower the Loans in the principal amount of the Commitments;

WHEREAS, Grantor is a party to a Security Agreement dated on or about July 2, 2014 in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*"):

- (a) all of each of Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 5. Counterparts. This Trademark 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 Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

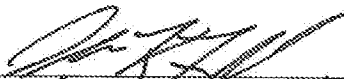
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

RIMPORTS Inc., a Utah S Corporation

By: 
Name: Alan K. Farrell
Title: Pres & CEO

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, a national banking association


By: 
Name: Kate Christ
Title: VP


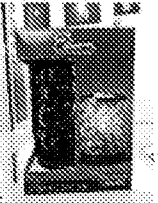
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[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006223 FRAME: 0624

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
"AromaBreeze"	86/391,772 September 11, 2014	4,867,984 December 8, 2015	Circular fragrance disks for use with electric fan unit, used to freshen air and emit fragrance (Int'l Class No. 3) Electric fan unit with removable cover for use with circular fragrance disks, used to freshen air and emit fragrance (Int'l Class No. 11)
"EDISON"	86/630,431 May 14, 2015	4,948,207 April 26, 2016	Electric warmers to melt scented wax tarts (Int'l Class No. 11)
"ESTATE"	86/391,895 September 11, 2014	4,878,324 December 29, 2015	Electric warmers to melt scented wax (Int'l Class No. 11)
Trade Dress	86/563,944 March 13, 2015	Application abandoned August 1, 2016	Melt tarts, namely, scented wax to be melted slowly with a warmer (Int'l Class No. 4) Electric candle warmers (Int'l Class No. 11)
"FUSION BY SCENTSATIONALS"	86/350,140 July 28, 2014	5,087,065 November 22, 2016	Scented wax for use in candle warmers (Int'l Class No. 4)
"AROMASCENTIALS"	86/344,959 July 22, 2014	Application abandoned June 21, 2016	Scented wax for use in candle warmers (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"AromaScentials ESSENTIAL FRAGRANCES" 	86/345,038 July 22, 2014	Application abandoned June 21, 2016	Scented wax for use in candle warmers (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"WALL CHARM"	87/131,098 August 8, 2016		Refills for electric room fragrance dispensers (Int'l Class No. 3) Electric candle warmers (Int'l Class No. 11)
"WALL CHARM BY AMBIESCENTS"	87/131,103 August 8, 2016		Refills for electric room fragrance dispensers (Int'l Class No. 3)

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
			Electric candle warmers (Int'l Class No. 11)
"WALL CHARM BY SCENTSATIONALS"	87/131,109 August 8, 2016		Refills for electric room fragrance dispensers (Int'l Class No. 3) Electric candle warmers (Int'l Class No. 11)
"WALL CHARM" 	87/134,944 August 11, 2016		Refills for electric room fragrance dispensers (Int'l Class No. 3) Electric candle warmers (Int'l Class No. 11)
"EDISON BY SCENTESSENTIALS SPECTACLE NEW EDISON BULB!" 	87/111,561 July 21, 2016		Electric warmers to melt scented wax tarts (Int'l Class No. 11)
"CAR CHARM" Words & Design	n/a (No Federal Filing)	n/a	n/a
"SentSational"	87/237,820 November 15, 2016		Essential oils; Lotions for cosmetic purposes; Cosmetic soaps; Room fragrances; Scented body lotions and creams (Int'l Class No. 3) Scented wax for use in candle warmers (Int'l Class No. 4) Diffusers for water and essential oils; Electric warmers to melt scented wax tarts (Int'l Class No. 11)

Mark	U.S. Serial No. Filing Date	U.S. Reg. No. Reg. Date	Goods / Services (International Class No.)
"ScentSationals" (stylized) 	77/590,959 October 12, 2008	3,720,828 December 8, 2009	Scented wax for use in candle warmers (Int'l Class No. 4) Electric candle warmers (Int'l Class No. 11)
"SCENTSATIONALS"	86/317,224 June 23, 2014	4,649,355 December 2, 2014	Scented way for use in electric and candle warmers (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"SIMPLY SCENTSATIONAL"	76/599,289 June 25, 2004	3,214,466 March 6, 2007	Scented Candles (Int'l Class No. 4)
"COMMONSCENTS"	86/317,215 June 23, 2014	4,667,647 January 6, 2015	Scented wax melts for household use (Int'l Class No. 4) Electric warmers to melt scented wax for household use (Int'l Class No. 11)
"Common Scents" (stylized) 	85/624,231 May 14, 2012	4,614,213 September 30, 2014	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"ACCENT WARMER"	86/253,101 April 15, 2014	4,676,840 January 20, 2015	Electric candle warmers (Int'l Class No. 11)
Stylized "S" logo 	85/316,315 May 9, 2011	4,226,721 October 16, 2012	Scented wax (Int'l Class No. 4) Electric warmers to melt scented wax (Int'l Class No. 11)
"Edison WAX WARMER" (stylized) 	86/156,338 January 2, 2014	4,588,139 August 19, 2014	Electric warmers to melt scented wax (Int'l Class No. 11)
"WALL ACCENT WARMER"	86/253,105 April 15, 2014	Application abandoned February 2, 2015	Electric candle warmers (Int'l Class No. 11)
"AmbiEsents"	n/a (No Federal Filing)	n/a	n/a
"ADOR"	86/530,486 Feb. 10, 2015	5,096,120 Dec. 06, 2016	Electric warmers to melt scented wax tarts (Int'l Class No. 11)