

FORM PTO-1534 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents

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6-24-98

06-26-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

and original documents or copy thereof

1. Name of conveying party(ies):

Garden Botanika, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/29/1998

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Ste. 1500
Street Address: 11111 Santa Monica Blvd.
City: Los Angeles State: CA ZIP: 90025

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Tiffany Epstein

Internal Address:

Street Address: Brobeck, Phleger & Harrison LLP, 550 S. Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41).....\$ 1390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tiffany Epstein

Name of Person Signing

Tiffany Epstein
Signature

5/28/98
Date

Total number of pages including cover sheet, attachments, and document: 32

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 1752 FRAME: 0739

06/25/1998 1835
000001B4
40.00 DP
050.00 DP
02 FCL482

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

MARK AND CLASS	COUNTRY	APP. NO. APP. DATE	REG. NO REG. DATE	GOODS/SERVICES	STATUS/NEXT ACTION DATE
GARDEN BOTANIKA	USA	74/049,570 16AP1990	1,835,945 10MY1994	Class 3: Cosmetics, toiletries and personal care preparations, namely, cleansers, toners, skin care masks, moisturizers, make-up removers, eye creams [eye lotions,] facial oils, hand lotions, [hand creams,] body lotions, massage oils, [natural essential oils,] shampoos, hair conditioners, [hair gels, hair sprays, hair mousses,] soaps, shower gels, bath gels, [bath herbs,] body scrubs, bath additives, bath crystals, bubble baths, bath oils, [bath oil beads, bath oil powders,] mineral baths, shaving creams, shaving lotions, after shaves, deodorants, [talcs' * body powders * , sun tanning lotions, [skin bronzers,] sun blocks, skin balms, fragrances, perfumes, colognes, [eau de toilets,] skin fresheners, skin care exfoliators, cream rinses, facial powders, cosmetic foundations, lip stick [lip gloss,] lip balm, lip pencils, eye shadows, eye liner pencils, mascaras, [tooth paste, mouthwash, nail polish, nail polish remover,] and scented oils	REGISTERED 10MY2000 SEC. 8&15 AFF. DUE
GARDEN BOTANIKA	USA	74/725,469 05SE1995	2,107,685 21OC1997	Class 4: Candles	REGISTERED 21OC2003 SEC.8&15 AFF.DUE
GARDEN BOTANIKA	USA	74/725,470 05SE1995	2,076,273 01JL1997	Class 9: Pre-recorded audio and video cassette tapes, compact and laser discs containing music, video images and nature sounds for use in personal relaxation	REGISTERED 01JL2003 SEC. 8&15 AFF. DUE
GARDEN BOTANIKA	USA	74/725,473 05SE1995		Class 18: Cosmetic bags sold empty, travel bags, tote bags, all purpose sport bags, beach bags and totes, and overnight bags	PENDING 20AU1998 4 TH EXTEN. TO FILE SOU

REF: 1752 TRADEMARK FRAME 0740

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GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIKA	USA	74/166,168 13MY1991	1,713,750 08SE1992	Class 21: personal care accessories; namely, sponges, bath brushes, back brushes, hair brushes, complexion brushes, pumice stones, combs, loofas, and soap dishes	REGISTERED SEC. 8&15 FILED 25FE1998
GARDEN BOTANIKA	USA	74/168,009 20MY1991	1,711,789 01SE1992	Class 24: Towels and face cloths	REGISTERED 01SE1998 SEC. 8&15 AFF. DUE
GARDEN BOTANIKA	USA	74/725,375 05SE1995		Class 25: T-shirts, robes, sweat shirts, sweat pants, spa suits, and sandals	PENDING 06AU1998 4 TH EXTEN. TO FILE SOU
GARDEN BOTANIKA	USA	74/800,343 16AP1990	1,690,931 02JE1992	Class 42: Retail store services and mail order catalog services in the field of cosmetics, personal care accessories and clothing	REGISTERED 02JN2002 RENEWAL DUE
GARDEN BOTANIKA	USA	74/049,807 16AP1990	1,847,480 26JL1994	Class 42: Wholesale distributorship services in the fields of cosmetics, personal care accessories, and clothing	REGISTERED 26JL2000 SEC. 8&15 AFF. DUE
GARDEN BOTANIKA	USA	74/369,063 16MR1993	1,806,602 23NO1993	Class 42: retail store, mail order catalog sales, and wholesale distributorship services in the field of personal care products	REGISTERED 23NO1999 SEC. 8&15 AFF. DUE

TRADEMARK
REEL: 1752 FRAME: 0741

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIKA	CANADA	772,073 29DE1994	447,889 15SE1995	Class 00: Body and beauty care preparations, namely, facial powders, cosmetic foundations, concealers, blushes, lipstick, lip gloss, lip balms, lip pencils, eye shadows, eye liner pencils, mascaras, make-up removers, tooth paste, mouthwash, nail polish, nail enamel, nail polish remover, hydrating gels and creams, night creams, night gels, eye gels, hand creams, hand lotions	REGISTERED 15SE2010 RENEWAL DUE
GARDEN BOTANIKA	CANADA	772,254 29DE1994		Class 00: Operation of retail stores dealing in body and beauty care preparations and accessories; wholesale services for body and beauty care preparations and accessories	PENDING 29JE1998 DEC. OF USE DUE

GARDEN BOTANIK A, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIK A	CANADA	772,073 29DE1995	447,889 15SE1995	<p>Class 00: Body and beauty care preparations, namely; facial powders, cosmetic foundations; concealers; blushes; lipstick; lip gloss; lip balms; lip pencils; eye shadows; eye liner pencils; mascaras; make-up removers; tooth paste; mouthwash; nail polish; nail enamel; nail polish remover; hydrating gels and creams; night creams; night gels; eye gels; hand creams; hand lotions; body lotions; massage lotions; massage oils; body, face, and foot scrubs; foot soaks; foot gels; foot lotions; fragrance oils; natural essential oils; mineral soaks; body powders; skin cleansers; skin toners; skin care masks; skin moisturizers; eye creams; facial oils; hair shampoos; hair conditioners; hair conditioning rinses; hair gels; hair sprays; hair mousses; skin soaps; liquid soaps for hands, face and body; shower gels; bath gels; bath herbs; bath powders; bath additives; bath crystals; bath oil powders; mineral baths; bubble baths; bath oils; milk baths; shaving lotions; shaving creams; shaving gels; after shaves; deodorants; fragrances; perfumes; colognes; eau de toilets; perfume oil; skin care exfoliators; scented oils; preparations for the cleansing and care of the skin, body and hair of babies and children; diaper rash cream; baby lotion; baby powder; baby shampoo; baby oil; sun screen preparations; sun block preparations; self-tanning preparations; sun tanning lotions; skin bronzers; skin balms; skin fresheners; after-sun preparations; moisture creams, lotions and mists; cleansing gels. Body and beauty care accessories, namely sponges; brushes; loofahs. (Services) Operation of mail order services dealing in the wares marked.</p>	REGISTERED 15SE2010 RENEWAL DATE
GARDEN BOTANIK A	CHINA	95010539 24JA1995	900434 21NO1996	<p>Class 3: Fragrances; scented oils; preparations for the cleansing and care of the skin, body and hair; cosmetics; body care products; bath preparations; soaps; men's toiletries; preparations for the cleansing and care of the skin, body and hair of babies and children; sun screens; and sun blocks</p>	REGISTERED 21NO1999 USE DANGER DATE

TRADEMARK
REEL: 1752 FRAME: 0743

GARDEN BOTANIK, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIK	CHINA	95016379 20FE1995	908365 07DE1996	Class 16: Printed matter, advertising materials, packing paper, posters, catalogues, booklets, prospectus, pictures	REGISTERED 07DE1999 USE DANGER DATE
GARDEN BOTANIK	CHINA	95016383 20FE1995	923732 28DE1996	Class 35: Dissemination of advertising matter, distribution of samples, direct mail advertising, shop window dressing, promotional services for others, mail order catalogue services	REGISTERED 28DE1999 USE DANGER DATE
GARDEN BOTANIK	HONG KONG	16611/92 06OC1992	B1888/96 06OC1992	Class 3: Fragrances, skin care preparations; hair care preparations; color cosmetics; body care preparations; bath preparations; soaps; men's toiletries; sun screening and sun blocking preparations; body and skin cleansing preparations for babies; non-medicated diaper rash creams, baby lotions, baby powders and baby shampoos; bubble bath, bath gels, body lotions, conditioning shampoos, liquid soaps for hands, face and Body, non-medicated lip balms, toilet soap, all for use by children	REGISTERED 06OC1999 RENEWAL DUE
GARDEN BOTANIK	HONG KONG	11567/94 30SE1994	B4873/97 30SE1994	Class 42: Wholesale distributorship services, retail store services and mail order catalogue services, all in the fields of cosmetics, personal care products, personal care accessories and clothing	REGISTERED 30SE1999 USE DANGER DATE
GARDEN BOTANIK	JAPAN	06-121060 30NO1994	3302826 09MY1997	Class 3: Soaps, perfumery and incense, cosmetics and toiletries, dentrifices	REGISTERED 09MY2004 USE DANGER DATE

TRADEMARK

REEL: 1752 FRAME: 0744

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIKA	RUSSIA	97 708 655 16JE1997		<p>Class 3: Cosmetics, toiletries and personal care preparations, namely, cleansers, toners, skin care masks, moisturizers, make-up removers, eye creams, (eye lotions), facial oils, hand lotions (hand creams), body lotions, massage oils, (natural essential oils), shampoos, hair conditioners, (hair gels, hair sprays, hair mousses), soaps, shower gels, bath gels, (bath herbs), body scrubs, bath additives, bath crystals, bubble baths, bath oils, (bath oil beads, bath oil powders), mineral baths, shaving creams, shaving lotions, after shaves, deodorants, (talcs), body powders, sun tanning lotions, (skin bronzers), sun blocks, skin balms, fragrances, perfumes, colognes, (eau de toiles), skin fresheners, skin care exfoliants, cream rinses, facial powders, cosmetic foundations, lipstick (lip gloss), lip balm, lip pencils, eye shadows, eye liner pencils, mascaras, (tooth paste, mouthwash, nail polish, nail polish remover), and scented oils</p> <p>Class 4: Candles</p> <p>Class 18: Cosmetic bags sold empty, travel bags, tote bags, all purpose sport bags, beach bags and totes, and overnight bags</p> <p>Class 25: T-shirts, robes, sweat shirts, sweat pants, spa suits, and sandals</p> <p>Class 42: Retail store, mail order, catalog sales, and wholesale distributorship services in the field of personal care products</p>	PENDING 20OC1997 AWAIT FIRST OFFICE ACTION
GARDEN BOTANIKA	SINGAPORE	7830/92 13OC1992	B7830/92 13OC1992	<p>Class 3: Fragrances, skin care products, hair care products, color cosmetics, body care products, bath preparations, soaps, men's toiletries, baby care products, children's care products, sun screens and sun blocks</p>	REGISTERED 13OC2002 RENEWAL DATE
GARDEN BOTANIKA	SINGAPORE	11306/94 30DE1994		<p>Class 42: Fragrance preparations for the cleansing and care of the skin, body and hair, colour cosmetics, body care products, bath preparations, soaps, men's toiletries, preparations for the cleansing and care of the skin, body and hair of babies and children, sun screens, sun blocks, and personal care accessories</p>	16AP1997 ABANDONED

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIKA NATURAL COLOR	USA	74/380,557 16AP1993	1,845,308 19JL1994	Class 3: Cosmetics, namely concealers, foundations, face powders, blushes, eye pencils, mascaras, eye shadows, lipsticks, and lip pencils	REGISTERED 19JL2000 SEC. 8&15 AFF. DUE
GB	USA	74/802,469 29JL1993	1,912,158 15AU1996	Class 3: Cosmetics, toiletries and personal care preparations, namely, hair gels, hair sprays and nail polish	REGISTERED 15AU2001 SEC. 8&15 AFF. DUE
GB	USA	74/164,157 06MY1991	1,687,495 19MY1992	Class 3: Cosmetics, toiletries and personal care preparations, namely, cleansers, tones, skin care masks, moisturizers, make-up removers, eye creams, eye lotions, facial oils, hand lotions, body lotions, massage oils, natural essential oils, shampoos, hair conditioners, soaps, shower gels, bath gels, ...	REGISTERED 19MY2002 RENEWAL DUE
GB	USA	74/164,158 06MY1991	1,719,068 22SE1992	Class 42: Retail store and mail order catalog sales services in the fields of cosmetics, personal care accessories, and clothing	REGISTERED 22SE1998 SEC. 8&15 FILED 25FE1998

TRADEMARK

REEL: 1752 FRAME: 0746

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GARDEN BOTANIKAIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GB	USA	74/419,919 29JL1993	1,859,407 25OC1994	Class 3: Cosmetics, toiletries and personal care preparations, namely, cosmetic foundations; concealers; facial powders; blushes; lipstick; non-medicated lip balms; lip pencils; eye shadows; eye liner pencils; mascaras; make-up removers; skin cleansers; skin toners; skin care masks; skin moisturizers; hydrating gels; night creams; night gels; eye creams; eye lotions; eye gels; facial oils; hand, foot and body lotions; massage oils; massage lotions; body, face and foot scrubs; foot soaks; foot gels; fragrance oils; hair shampoos; hair conditioners; skin soaps; liquid soaps for hands, face and body; shower gels; bath gels; bath crystals; mineral baths; bath oils; mineral soaks; bubble baths; shaving creams; shaving lotions; shaving gels; after shaves; deodorants; body powders; fragrances; perfumes; colognes; eau de toilets; skin care exfoliators; scented oils; soap-free body and skin cleansing preparations for babies; diaper rash cream; baby lotion; baby powder; baby shampoo; baby oil; sun screen preparations; sun block preparations; self-tanning preparations; after-sun preparations; and potpourri	REGISTERED 25OC2000 SEC. 8&15 AFF. DUE
GB & Design	USA	74/336,160 30NO1992	1,826,051 15MR1994	Class 3: Cosmetics, toiletries and personal care preparations, namely, cosmetic foundations, concealers, facial powders, blushes, lipstick, non-medicated lip balms, lip pencils, eye shadows, eye liner pencils, mascaras, make-up removers, skin cleansers, skin toners, skin care masks, skin moisturizers	REGISTERED 15MR2000 SEC. 8&15 AFF. DUE
GB & Design	USA	74/336,163 30NO1992	1,802,424 02NO1993	Class 42: Retail store and mail order catalog sales services in the fields of cosmetics, personal care accessories, and clothing	REGISTERED 20NO1999 SEC. 8&15 AFF. DUE
GB & Design	USA	74/369,061 16MR1993	1,811,293 14DE1993	Class 42: Retail store and mail order catalog and wholesale distributorship services in the field of personal care products	REGISTERED 14DE1999 SEC. 8&15 AFF. DUE

TRADE MARK
FILE: 1759 FRAME: 0747

GARDEN BOTANIKA, INC.
 INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
 As of April 27, 1998

GB & Design	CANADA	772,253 29DE1994		Class 00: Operation of retail stores dealing with body and beauty care preparations and accessories; wholesale services for body and beauty care preparations and accessories	PENDING 29JE1998 DEC. OF USE DUE
GB & Design	CANADA	772,255 29DE1994	457,080 03MY1996	Class 00: (Goods) Body and beauty care preparations, namely: facial powders, cosmetic foundations, concealers, blushes, lipstick, lip gloss, lip balms, lip pencils, eye shadows, eye liner pencils, mascaras, make-up removers, tooth paste, mouthwash, nail polish, nail enamel, nail polish remover, hydrating gels and creams, night creams, night gels, eye gels, hand creams, hand lotions, body lotions, massage lotions, massage oils, body, face and foot scrubs, foot soaks, foot gels, foot mineral soaks, body powders, skin cleansers, skin toners, skin care masks, skin moisturizers, eye creams, facial oils, hair shampoos, hair conditioners, hair conditioning rinses, hair gels, hair sprays, hair mousses, skin soaps, liquid soaps for hands, feet and body, shower gels, bath gels, bath herbs, bath powders, bath additives, bath crystals, bath oil powders, mineral baths, bubble baths, bath oils, milk baths, shaving lotions, shaving creams, shaving gels, after shaves, deodorants, fragrances, perfumes, colognes, eau de toilets, perfume oil, skin care exfoliators, scented oils, preparations for the cleansing and care of the skin, body and hair of babies and children, diaper rash cream, baby lotion, baby powder, baby shampoo, baby oil, sun screen preparations, sun block preparations, self-tanning preparations, sun tanning lotions, skin bronzers, skin balms, skin fresheners, after-sun preparations, moisture creams, lotions and mists, cleansing gels, body and beauty care accessories, namely sponges, brushes, loofahs. (Services) Operation of mail order services dealing in the ware marks.	REGISTERED 03MY2006 RENEWAL DATE
GB & Design	CHINA	95010540 24JA1995	904417 28N01996	Class 3: Fragrances; scented oils; preparations for the cleansing and care of the skin, body and hair; cosmetics; body care products; bath preparations; soaps; men's toiletries; preparations for the cleansing and care of the skin, body and hair of babies and children; sun screens; and sun blocks	REGISTERED 28N01999 USE DANGER DATE

TRADEMARK

REF: 1752 FRAME: 0748

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GB & Design	CHINA	95016382 20FE1995	904254 28NO1996	Class 16: Printed matter, advertising materials, packing paper, posters, catalogues, booklets, prospectus, pictures	REGISTERED 28NO1999 USE DANGER DATE
GB & Design	CHINA	95016381 20FE1995	923792 28DE1996	Class 35: Dissemination of advertising matter, distribution of samples, direct mail advertising, shop window dressing, promotional services for others, mail order catalogue services	REGISTERED 28DE1999 USE DANGER DATE
GB & Design	HONG KONG	16610/92 06OC1992	1887/96 06OC1992	Class 3: Fragrances, skin care preparations, hair care preparations color cosmetics, body care preparations, bath preparations, soaps, men's toiletries, sun screening and sun blocking preparations, body and skin cleansing preparations for babies, non-medicated diaper rash creams, baby lotions, baby powders and baby shampoos, bubble bath, bath gels, body lotions, conditioning shampoos, liquid soaps for hands, face and body, non-medicated lip balms, toilet soap, all for use by children	REGISTERED 06OC1999 RENEWAL DUE
GB & Design	HONG KONG	11568/94 30SE1994	10110/96 02AU1996	Class 42: Wholesale distributorship services, retail store services and mail order catalogue services, all in the fields of cosmetics, personal care products, personal care accessories and clothing	REGISTERED 30SE1999 USE DANGER DATE
GB & Design	JAPAN	06-125058 09DE1004	3354314 24OC1997	Class 3: Soaps, perfumery and incenses, cosmetics and toiletries, dentrifices	REGISTERED 24OC2007 RENEWAL DUE
GB & Design with words GARDEN BOTANIKA	SINGAPORE	8270/92 29OC1992	B8270/92 29OC1992	Class 3: Fragrances, skin care products, hair care products, color cosmetics, body care products, bath preparations, soaps, men's toiletries, baby care products, children's care products, sun screens and sun blocks	REGISTERED 29OC2002 RENEWAL DUE

TRADEMARK
REEL: 1752 FRAME: 0749

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
 As of April 27, 1998

GB & Design	SINGAPORE	11307/94 30DE1994		Class 42: All services in Class 42 and all in the field of fragrances, preparations for the cleansing and care of the skin, body and hair, colour cosmetics, body care products, bath preparations, soaps, men's toiletries, preparations for the cleansing and care of the skin, body and hair of babies and children, sun screens, sun blocks, and personal care accessories	ABANDONED 26JL1997
GB AND DESIGN POWDER PLUS and Design	USA	74/574,391 15SE1994		Class 3: Cosmetics, namely, compacts, facial makeup, face powder and foundation makeup	ABANDONED 28JA1998
GB BALANCE	USA	74/725,471 05SE1995		Class 3: Full line of cosmetics, toiletries, skin care, hair care, body care, fragrance and bath products, potpourri, massage oils and lotions	PENDING 17SE1998 4 TH EXTEN TO FILE SOU
BOTANIKA	USA	74/725,452 05SE1995	Amend goods at reg.	Class 3: Cosmetics, toiletries and personal care preparations, namely, skin & facial cleansers, toners, facial masks, skin moisturizers, make-up removers, eye creams, (eye lotions), facial oils, hand lotions, (hand creams), body lotions, massage oils, hair shampoos, hair conditioners, (hair gels, hair sprays, hair mousses), body & facial soaps, shower gels, bath gels, body scrubs, bath crystals, bubble baths, bath oils, (bath oil beads, bath oil powders), shaving creams, shaving lotions, after shaves, deodorants, (talcs), body powders, sun tanning lotions, (skin bronzers), sun blocks, non-medicated skin balms, room fragrances, perfumes, colognes, (eau de toilets), skin fresheners, skin care exfoliants, cream rinses, facial powders, cosmetic foundations, lipstick, (lip gloss), lip balm, lip pencils, eye shadows, eye liner pencils, mascaras, (tooth paste, mouthwash, nail polish nail polish remover), scented oils, incense, potpourri and home fragrances	PENDING 08OC1998 3 RD EXTEN. TO FILE SOU
BOTANIKA	USA	74/725,450 05SE1995		Class 4: Candles	PENDING 15OC1998 4 TH EXTEN. TO FILE SOU

TRADEMARK

REEL: 1752 FRAME: 0750

GARDEN BOTANIKI, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
 As of April 27, 1998

BOTANIKA	USA	74/725,451 05SE1995		Class 9: Pre-recorded video tapes, cassettes and compact discs featuring music, sounds and images for use in personal relaxation	PENDING 25AU1998 3 RD EXTEN. TO FILE SOU
BOTANIKA	USA	74/725,379 05SE1995		Class 21: Personal care accessories; namely, sponges, powder puffs, cosmetic sponge applicators, bath brushes, back brushes, cosmetic brushes, hair brushes, eyebrow brushes, complexion brushes, pumice stones, combs, loofahs and soap dishes	PENDING 30JL1998 4 TH EXTEN. TO FILE SOU
BOTANIKA	USA	74/725,453 05SE1995		Class 25: T-shirts, robes, sweat shirts, sweat pants, spa suits, and sandals	PENDING 06AU1998 4 TH EXTEN. TO FILE SOU
BOTANIKA	USA	74/725,472 05SE1995		Class 24: Towels and face cloths; spa gloves, bath gloves and massage gloves	PENDING 25AU1998 3 RD EXTEN. TO FILE SOU
BOTANIKA CLEANSE	USA	74/585,262 13OC1994	1,963,874 26MR1996	Class 3: hair care products, namely hair shampoos, color highlighting hair shampoos and hair conditioners	REGISTERED 26MR2002 SEC. 8&15 AFF. DUE
BOTANIKA CONDITION	USA	74/585,261 13OC1994	1,966,349 09AP1996	Class 3: hair care products, namely hair shampoos, color highlighting hair shampoos and hair conditioners	REGISTERED 09AP2002 SEC. 8&15 AFF. DUE
BOTANIKA CONTROL	USA	74/608,083 07DE1994	2,049,587 01AP1997	Class 3: Hair styling preparations and hair finishing sprays	REGISTERED 01AP2002 SEC. 8&15 AFF. DUE

TRADEMARK
 REEL: 1752 FRAME: 0751

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

BOTANIKABABY	USA	74/164,058 06MY1991	1,848,023 02AU1994	Class 3: Body and skin cleansing preparation for babies, diaper rash cream, baby lotion, baby powder, and baby shampoo	REGISTERED 02AU2000 SEC. 8&15 AFF. DUE
BOTANIKIDS	USA	74/194,943 15AU1991	1,783,184 20JL1993	Class 3: Bubble baths, bath gels, body lotions, conditioning shampoos, liquid soaps for hands, face and body, non-medicated lip balms, toilet soaps, sun screen preparations and sun block preparations	REGISTERED 20JL1999 SEC. 8&15 AFF. DUE
BRIDAL SUITE	USA	75/233,885 30JA1997	Allowed 20JA1998	Class 3: Cosmetics, toiletries and personal care preparations, namely, skin & facial cleansers, toners, skin care masks, skin moisturizers, make-up removers, eye creams, eye makeup, eye shadow, eyeliner, mascara, hand lotions and creams, facial cleansers, creams and emulsions, hair shampoos, conditioners, gels, sprays, and mousses, natural essential oils for personal use, face and body soaps, shower and bath gels, body scrubs, bath crystals and oils, bubble baths, bath beads and powders, shaving creams and lotions, after shave, deodorants, talcum powder, sun tanning lotions, sun block lotion, skin lighteners, toners and emollients, cream rinses, foundation makeup, lipstick, lip gloss and balm, tooth paste, mouthwash, nail polish remover, incense, potpourri and room fragrances, perfumes, colognes	PENDING 20JL1998 SOU/RET DUE
BRIDAL SUITE	USA	75/233,833 30JA1997	Allowed 13JA1998	Class 4: Candles	PENDING 13JU1998 SOU/RET DUE
CROW DESIGN	USA	74/547,904 11JL1994	1,902,318 04JL1995	Class 3: Body and skin cleansing preparations for babies, non-medicated diaper rash cream, baby lotion, baby powder, and baby shampoo	REGISTERED 04JL2001 SEC. 8&15 AFF. DUE
ESSENCE OF THE SEASON	USA	74/377,955 08AP1993	1,890,749 25AP1995	Class 3: Potpourri	REGISTERED 25AP2001 SEC. 8&15 AFF. DUE

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

ESSENCE OF THE SEASON	USA	74/377,958 08AP1993	1,811,323 14DE1993	Class 42: Retail store and mail order services in the fields of cosmetics and personal care accessories and products	REGISTERED 14DE1999 SEC. 8&15 AFF. DUE
FLOWER DESIGN	USA	74/585,259 13OC1994	1,921,419 26SE1995	Class 3: Hair care products, namely, hair shampoos, color and highlighting hair shampoos, hair conditioners, hair conditioning treatments, hair masks, hair styling preparations and hair finishing sprays	REGISTERED 26SE2001 SEC. 8&15 AFF. DUE
HUMPTY DUMPTY DESIGN	USA	74/547,860 11JL1994	1,901,424 27JE1995	Class 3: Body and skin cleansing preparations for babies, non-medicated diaper rash cream, baby lotion, baby powder, and baby shampoo	REGISTERED 27JE2001 SEC. 8&15 AFF. DUE
IMPETUOUS	USA	75/190,069 30OC1996		Class 3: Cosmetics, toiletries and personal care preparations, namely, cleaners, toners, skin care masks, moisturizers, make-up removers, eye creams, eye makeup, eye shadow, hand lotions and creams, facial cleaners, creams and emulsions, hair shampoos, conditioner, gels, sprays and mousses, natural essential oils for personal use, face and body soaps, shower and bath gels, body scrubs, bath crystals and oils, bubble baths, bath beads and powders, shaving creams and lotions, after shave, deodorants, talcum powder, sun tanning lotions, sun block lotion, skin lighteners, toners and emollients, cream rinses, foundation makeup, lipstick, lip gloss and balm, eye shadow, eyeliner, mascara, toothpaste, mouthwash, nail polish remover, incense, potpourri, room fragrance, and perfume	PENDING 07OC1998 1 ST EXTEN/SOU DUE
IMPETUOUS	USA	75/190,068 30OC1996		Class 4: Candles	PENDING 21OC1998 2 ND EXTEN TO FILE SOU

TRADEMARK

REEL: 1752 FRAME: 0753

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

KIDS DESIGN	USA	74/547,837 11JL1994	1,909,665 08AU1995	Class 3: Bubble baths, bath gels, body lotions, shampoos, and liquid soap for hands, face and body	REGISTERED 08AU2001 SEC. 8&15 AFF. DUE
NAIL PALES	USA	74/673,066 12MY1995	1,960,460 03MR1996	Class 3: Cosmetics, toiletries and personal care preparations, namely, nail polish	REGISTERED 05MR2002 SEC. 8&15 AFF. DUE
PERSPECTIVE	USA	75/189,762 30OC1996	Amended goods - pending approval	Class 3: Cosmetics, toiletries and personal care preparations, namely, cleaners, toners, skin care masks, moisturizers, make-up removers, eye creams, eye makeup, eye shadow, hand lotions and creams, facial cleaners, creams and emulsions, hair shampoos, conditioner, gels, sprays and mousses, natural essential oils for personal use, face and body soaps, shower and bath gels, body scrubs, bath crystals and oils, bubble baths, bath beads and powders, shaving creams and lotions, after shave, deodorants, talcum powder, sun tanning lotions, sun block lotion, skin lighteners, toners and emollients, cream rinses, foundation makeup, lipstick, lip gloss and balm, eye shadow, eyeliner, mascara, toothpaste, mouthwash, nail polish remover, incense, potpourri, room fragrance, and perfume	PENDING 18NO1997 RESPONSE TO OFFICE ACTION FILED AMENDED MARK TO PERSPECTIVE AWAITING NOA
PERSPECTIVE	USA	75/189,763 30OC1996		Class 4: Candles	PENDING 07OC1998 2 ND EXTEN. TO FILE SOU
POWDER PLUS	USA	74/574,380 15SE1994		Class 3: Cosmetics, namely, compacts, facial makeup, face powder and foundation makeup	26JA1998 ABANDONED

TRADEMARK

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GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

PREFIX	USA	75/155,892 26AU1996		<p>Class 3: Cosmetics, toiletries and personal care preparations, namely cleansers, toners, skin care masks, moisturizers, make-up removers, eye creams, (eye lotions), facial oil, hand lotions, (hand creams), body lotions, massage oils, (natural essential oils), shampoos, hair conditioners, (hair gels, hair sprays, hair mousses), soaps, shower gels, bath gels, (bath herbs), body scrubs, bath additives, bath crystals, bubble baths, bath oils, (bath oil beads, bath oil powders), mineral baths, shaving creams, shaving lotions, after shaves, deodorants, (talcs), body powders, sun tanning lotions, (skin bronzers), sun blocks, skin balms, fragrances, perfumes, colognes, (eau de tolets), skin fresheners, skin care exfoliants, cream rinses, facial powders, cosmetic foundations, lipstick, (lip gloss), lip balm, lip pencils, eye shadows, eye liner pencils, mascaras, (tooth paste, mouthwash, nail polish, nail polish remover), scented oils, incense, potpourri and home fragrances</p>	PENDING 20JAN1998 PUBLISHED
RABBIT DESIGN	USA	74/547,483 11JL1994	1,904,038 11JL1995	<p>Class 3: Body and skin cleansing preparations for babies, non-medicated diaper rash cream, baby lotion, and baby shampoo</p>	REGISTERED 11JL2001 SEC. 8&15 AFF. DUE

TRADEMARK
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GARDEN BOTANIKA, INC.
 INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
 As of April 27, 1998

SERAPHIM	USA	75/189,764 30OC1996		Class 3: Cosmetics, toiletries and personal care preparations, namely cleansers, toners, skin care masks, moisturizers, make-up removers, eye creams, (eye lotions), facial oil, hand lotions, (hand creams), body lotions, massage oils, (natural essential oils), shampoos, hair conditioners, (hair gels, hair sprays, hair mousses), soaps, shower gels, bath gels, (bath herbs), body scrubs, bath additives, bath crystals, bubble baths, bath oils, (bath oil beads, bath oil powders), mineral baths, shaving creams, shaving lotions, after shaves, deodorants, (talcs), body powders, sun tanning lotions, (skin bronzers), sun blocks, skin balms, fragrances, perfumes, colognes, (eau de toilets), skin fresheners, skin care exfoliants, cream rinses, facial powders, cosmetic foundations, lipstick, (lip gloss), lip balm, lip pencils, eye shadows, eye liner pencils, mascaras, (tooth paste, mouthwash, nail polish, nail polish remover), scented oils, incense, potpourri and home fragrances	PENDING 13JA1998 PUBLISHED
SERAPHIM	USA	75/189,721 30OC1996		Class 4: Candles	PENDING 19NO1997 RESPONSE TO OA FILED
SPA SCAPES	USA	74/675,449 16MY1995	2,056,073 22AP1997	Class 9: Pre-recorded cassettes, compact discs, laser discs, and audio and video tapes, computer software and users' manuals sold as a unit therewith, electronic books	REGISTERED 22AP2003 SEC. 8&15 AFF. DUE
SUN AND SPORT	USA	74/194,949 15AU1991	1,775,680 08JE1993	Class 3: Shampoos, body lotions, bath gels, mineral soaks, SPF balms, sun screens, sun blocks and spf lip balms	REGISTERED 08JE1999 SEC. 8&15 AFF. DUE
SUN AND SPORT AND DESIGN	USA	74/194,934 15AU1991	1,767,855 27AP1993	Class 3: Shampoos, body lotions, bath gels, oils, mineral soaks, SPF balms, sun screens, sun blocks and SPF lip balms	REGISTERED 27AP1999 SEC. 8&15 AFF. DUE

TRADEMARK
 REF: 1752 FRAME: 0756

GARDEN BOTANIKA, INC.
 INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
 As of April 27, 1998

TRANSPARENCIES	USA	75/098,511 03MY1996		Class 3: Cosmetics, toiletries and personal care preparations, namely, cleaners, toners, skin care masks, moisturizers, make-up removers, eye creams, eye makeup, eye shadow, hand lotions and creams, facial cleaners, creams and emulsions, hair shampoos, conditioner, gels, sprays and mousses, natural essential oils for personal use, face and body soaps, shower and bath gels, body scrubs, bath crystals and oils, bubble baths, bath beads and powders, shaving creams and lotions, after shave, deodorants, talcum powder, sun tanning lotions, sun block lotion, skin lighteners, toners and emollients, cream rinses, foundation makeup, lipstick, lip gloss and balm, eye shadow, eyeliner, mascara, toothpaste, mouthwash, nail polish remover, incense, potpourri, room fragrance, and perfume	25FE1998 SOU FILED AWAITING REGISTRATION
TRANSPARENCIES	USA	75/100,617 03MY1996	2,124,322 23DE1997	Class 4: Candles	REGISTERED 23DE2003 SEC. 8&15 AFF. DUE
VANILLA DAWN	USA	74/687,641 13J31995	2,059,871 06MY1997	Class 3: Toiletries and personal care preparations, namely, perfumes, spray colognes, purse sprays, body lotions, shower and bath gels, soaps, dusting powders, foaming bath powders, and sachets	REGISTERED 06MY2003 SEC. 8&15 AFF DUE
VANILLA GARDENS	FRANCE	95552854 10JA1995	95552854 10JA1995	Class 3: Bleaching preparations and other substances for laundry use, cleaning polishing, scouring and abrasive preparations, soaps, perfumery products, toiletries, perfumes, colognes, body lotions, shower and bath gels, dusting powders, and sachets, perfume sprays and purse sprays	REGISTERED 09JA2005 RENEWAL DUE
VANILLA GARDENS	GERMANY	39500925 01OC199	39500925 17OC1995	Class 3: Toiletries and personal care preparations, namely, perfumes, spray colognes, purse sprays, body lotions, shower and bath gels, soaps, dusting powders, and sachets	CANCELLED REGISTERED IN ERROR

TRADEMARK
 REEL: 1752 FRAME: 0757

GARDEN BOTANIKA, INC.
INTERNATIONAL and DOMESTIC TRADEMARK STATUS CHART
As of April 27, 1998

GARDEN BOTANIKA	AUSTRALIA				05JE1995 NOT FILED
GARDEN BOTANIKA	INDONESIA				13MR1995 NOT FILED
GARDEN BOTANIKA	NEW ZEALAND				13MR1995 NOT FILED
GARDEN BOTANIKA	SOUTH KOREA				13MR1995 NOT FILED
GARDEN BOTANIKA	THAILAND				13MR1995 NOT FILED
GB & Design	AUSTRALIA				05JE1995 NOT FILED
GB AND DESIGN	INDONESIA				13MR1995 NOT FILED
RGB AND DESIGN	NEW ZEALAND				13MR1995 NOT FILED

TRADEMARK
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0287250.01

Handwritten initials/signature

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 29, 1998 is made by **GARDEN BOTANIKA, INC.**, a Washington corporation ("Obligor"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, ("Foothill").

RECITALS

A. Obligor and Foothill have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Foothill has agreed to make certain financial accommodations to Obligor, and pursuant to which Obligor has granted to Foothill a security interest in (among other things) all of the general intangibles of Obligor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Foothill under the Loan Agreement, Obligor has agreed to execute and deliver this Agreement to Foothill for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Foothill's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Obligor hereby agrees in favor of Foothill as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Obligations" shall have the meaning ascribed thereto in the Loan Agreement.

"Obligor" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Obligor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Obligor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Obligor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Obligor and supplemental rights and remedies in favor of Foothill (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Obligor hereby grants, assigns, transfers and conveys to Foothill a continuing security interest in all of Obligor's right, title and interest in and to the following property,

whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Obligor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of terminating or permitting termination of the license for breach (unless the licensor has consented to such grant or waived such termination remedy)), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Obligor or in the name of Foothill for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto:

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Obligor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Obligor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

3. Further Assurances; Appointment of Foothill as Attorney-in-Fact. Obligor at its expense shall execute and deliver, or cause to be executed and delivered, to Foothill any and all documents and instruments, in form and substance reasonably satisfactory to Foothill, and take any and all action, which Foothill may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Foothill's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Foothill shall have the right, in the name of Obligor, or in the name of Foothill or otherwise, without notice to or assent by Obligor, and Obligor hereby irrevocably constitutes and appoints Foothill (and any of Foothill's officers or employees or agents designated by Foothill) as Obligor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Obligor on all or any of such documents or instruments and perform all other acts that Foothill reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Foothill's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Obligor, which Foothill reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Foothill to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Obligor represents and warrants to Foothill, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Obligor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Obligor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Obligor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Obligor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than (1) the security interest created hereunder and other than Permitted Liens, and (2) the granting of license rights with respect to certain Trademarks in connection with licenses or franchises entered into by Borrower in the ordinary course of Borrower's business, as currently conducted), including licenses, registered user agreements and covenants by Obligor not to sue third persons, and (iii) with respect to any Trademarks for which Obligor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Obligor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Obligor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Obligor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Obligor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Obligor has the unqualified right, power and authority to pledge and to grant to Foothill a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Obligor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Obligor will promptly give Foothill written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Obligor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Foothill shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Obligor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Obligor shall give to Foothill prompt notice thereof. Obligor shall do all things reasonably deemed necessary or

advisable by Foothill to ensure the validity, perfection, priority and enforceability of the security interests of Foothill in such future acquired Trademark Collateral. Obligor hereby authorizes Foothill to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Obligor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Foothill's Duties. Notwithstanding any provision contained in this Agreement, Foothill shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Obligor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Foothill hereunder or in connection herewith, Foothill shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Foothill shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Obligor agrees that such rights and remedies include the right of Foothill as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Obligor agrees that Foothill shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Foothill's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Obligor in which Foothill has a security interest, including Foothill's rights to sell inventory, tooling or packaging which is acquired by Obligor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Foothill shall have the right but shall in no way be obligated to bring suit, or to take such other action as Foothill deems necessary or advisable, in the name of Obligor or Foothill, to enforce or protect any of the Trademark Collateral, in which event Obligor shall, at the request of Foothill, do any and all lawful acts and execute any and all documents required by Foothill in aid of such enforcement. To the extent that Foothill shall elect not to bring suit to enforce such Trademark Collateral, Obligor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Obligor and Foothill and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

12. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Foothill may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Loan Agreement. Obligor acknowledges that the rights and remedies of Foothill with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

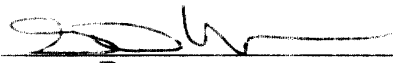
16. No Inconsistent Requirements. Obligor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Obligor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between

the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.


17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Foothill shall execute and deliver such documents and instruments and take such further action reasonably requested by Obligor, at Obligor's expense, as shall be necessary to evidence termination of the security interest granted by Obligor to Foothill hereunder, including cancellation of this Agreement by written notice from Foothill to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GARDEN BOTANIKA, INC.,
a Washington corporation

By: 
Title: VP - Controller

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Title: AVP

STATE OF CALIFORNIA)

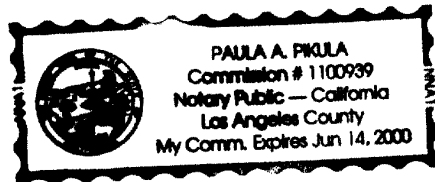
COUNTY OF LOS ANGELES) ss)

On April 29, 1998, before me, Paula A. Pikula, Notary Public, personally appeared George Newman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula A. Pikula
Signature

[SEAL]



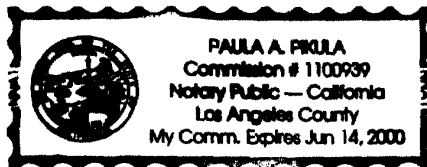
STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On April 29, 1998, before me, Paula A. Piquia, Notary Public, personally appeared Brian Gordon Duffy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula A. Piquia
Signature

[SEAL]



SCHEDULE A
to the Trademark Security Agreement

Trademarks of Obligor

<u>Type</u> _____	<u>Jurisdiction</u>	<u>Mark</u> _____	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
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RECORDED: 06/24/1998

TRADEMARK
REEL: 1752 FRAME: 0770