481-40.00
484-120.00 671944

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

Tab settings ⇨ ⇨ ⇨ ▼

RE 09-21-1998

100783757

SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MEM Company, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other MRD 9-21-98

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: ~~Commercial Finance~~

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State New York
- ☐ Other

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: March 12, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

671,944

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stacey M. Berg

Internal Address:

Weil, Gotshal & Manges LLP

Street Address: 767 Fifth Avenue

City: New York State: NY ZIP: 10153

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account if needed

8. Deposit account number: 40E 120E

23-0800

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

09/21/1998 DNGUYEN 00000284 671944

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:484 120.00 OP

9. 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.

Stacey M. Berg	Stacey M Berg	9/18/98
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 35

TRADEMARK
REEL: 1753 FRAME: 0064

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

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 12, 1997 (together with all amendments if any from time to time hereto, this "Trademark Security Agreement"), by and among the Grantors identified as such on the signature pages hereof (each, a "Grantor" and collectively "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Dana Perfumes Corp. ("Borrower"), the other Persons named therein as Credit Parties, Agent and the Persons named therein as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to Borrower;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed to grant a continuing security interest in the Collateral to secure the Obligations, pursuant to the Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to

and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. CONDITIONAL ASSIGNMENT OF TRADEMARKS. (a) In addition, each Grantor hereby authorizes Agent to complete as assignee, execute pursuant to the Power of Attorney, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any State or Territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Marks"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of Agent's remedies under the Security Agreement and this Trademark Security Agreement.

(b) In addition to, and not by way of limitation of, the grant of a security interest in the Trademark Collateral provided in Section 2, as collateral security for the complete and timely payment, performance and satisfaction of the Obligations, each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to Agent, on behalf of itself and Lenders, its entire right, title and interest in, to and under the Trademark Collateral; provided, however, that such assignment, conveyance, mortgage, pledge, hypothecation, transfer and grant shall be and become of force and effect, with respect to any item of the Trademark Collateral, only: (i) upon or after the occurrence or during the continuance of an Event of Default; and (ii) either (A) upon the written demand of Agent at any time during such continuance, or (B) immediately and automatically, without any notice or action of any kind by Agent, upon the sale or other disposition of such item of the Trademark Collateral pursuant to Section 7 of the Security Agreement and Article 9 of the UCC (including the transfer or other disposition of such item by any Grantor to Agent in lieu of foreclosure).

(c) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Security Agreement and this Trademark Security Agreement, each Grantor shall be permitted to remain in full possession, enjoyment and control of all of its right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto. In such event, all of the goodwill embodied in and associated with such Trademark Collateral shall inure to the benefit of such Grantor.

4. GRANTORS REMAIN LIABLE. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, and shall hold Agent and Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with Agent's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such Person. Each Grantor shall also remain liable under any and all Trademark Licenses to which it is a party to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and each Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Trademark License. Neither Agent nor any Lender shall have any obligation or liability under any of the Trademark Licenses included in the Trademark Collateral by reason of this Trademark Security Agreement and the Security Agreement, the granting of a security interest in the Trademark Collateral to Agent hereunder, the conditional assignment of the Trademark Collateral to Agent hereunder, or the receipt by Agent of any payment relating thereto, nor shall Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor thereunder, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it thereunder or the sufficiency of any performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any claim for payment assigned to it hereunder.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. COUNTERPARTS. This Trademark Security Agreement may be e separate counterparts, each of which shall collectively and s ment.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GRANTORS:

DANA PERFUMES CORP.

By: _____

Name: John R. Jackson

Title: Secretary and VP

COSMAR CORPORATION

By: _____

Name: John R. Jackson

Title: Secretary and VP

GREAT AMERICAN COSMETICS, INC.

By: _____

Name: John R Jackson

Title: Secretary and VP

MEM COMPANY, INC.

By: _____

Name: John R. Jackson

Title: Secretary

RENAISSANCE COSMETICS, INC.

By: _____

Name: John R. Jackson

Title: Secretary

ARISTOCRAT LEATHER PRODUCTS, INC.

By: _____

Name: John R. Jackson

Title: Secretary

ENGLISH LEATHER, INC.

By: _____

Name: John R. Jackson

Title: Secretary

MARTON FRERES, INC.

By: John R Jackson

Name: John R. Jackson

Title: Secretary and VP

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: Marshall N. Dudley, Jr.

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of March, 1997 before me personally appeared John R. Jackson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DANA PERFUMES CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of MARCH, 1997 before me personally appeared John R. Jackson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COSMAR CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of MARCH, 1997 before me personally appeared JOHN R. JACKSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREAT AMERICAN COSMETICS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New) ss.

On this 12th day of MARCH, 1997 before me personally appeared JOHN R. JACKSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MEM COMPANY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of MARCH, 1997 before me personally appeared JOHN R. JACKSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RENAISSANCE COSMETICS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of MARCH, 1999 before me personally appeared JOHN R. JACKSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ARISTOCRAT LEATHER PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1999

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ACKNOWLEDGMENT OF GRANTOR

STATE OF New YORK)
) ss.
COUNTY OF New YORK)

On this 12th day of MARCH, 1997 before me personally appeared JOHN R. JACKSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ENGLISH LEATHER, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 12th day of MARCH, 1997 before me personally appeared JOHN R. JACKSON proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MARTON FRERES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha
Notary Public

CHRISTINE SHRESTHA
Notary Public, State of New York
No. 01SH5056934
Qualified in New York County
Commission Expires March 11, 1998

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

SCHEDULE OF TRADEMARKS AND TRADEMARK LICENSES

I. Trademarks:

A. See Attachment I.

IV. Licenses:

A. See Attachment II

03/09/97
CN-6500
DN-213793.1

ATTACHMENT I

03/09/97
CN-6500
DN-213793.1

SCHEDULE[1]
MARKS OWNED AND/OR ACQUIRED BY RENAISSANCE COSMETICS INC. AND ITS SUBSIDIARIES
U.S. AND CANADIAN MARKS - U.S. COMPANIES ONLY

REGISTRANT/ASSIGNEE	MARK	REG.#	APP.#	N	F	C
USA - MARKS ACQUIRED BY DANA PERFUMES CORP. FROM PROCTER & GAMBLE						
SHULTON, INC.	INSIGNIA	1098497				C
SHULTON, INC.	RAPPORT	1639407				
NOXELL CORPORATION	CALIFORNIA FOR MEN	1758000				C
NOXELL CORPORATION	INCOGNITO	1786427				
NOXELL CORPORATION	INCOGNITO	1786426				
NOXELL CORPORATION	INCOGNITO	1592690				C
NOXELL CORPORATION	JACLYN SMITH'S CALIFORNIA	1582172				
NOXELL CORPORATION	LE JARDIN DE PARIS (STYLIZED)	157885				
NOXELL CORPORATION	LE JARDIN D'AMOUR	1434443				
NOXELL CORPORATION	NAVY	1585257				C
NOXELL CORPORATION	NAVY WHITE	1848042				C
NOXELL CORPORATION	NAVY & WHITE STRIPES DESIGN	2024750				
NOXELL CORPORATION	TOUJOURS MOI	1420749				C
NOXELL CORPORATION	TOUJOURS MOI	816263				C
NOXELL CORPORATION	LET THE ROMANCE BLOSSOM	1959051				
NOXELL CORPORATION	YOU ALWAYS FEEL PERFECT IN NAVY	1963403				
NOXELL CORPORATION	NAVY	2032286				C
NOXELL CORPORATION	CAPTURE THE DREAM	2033928				

[1] NOTE: Abbreviations for releases of security interest in U.S.A. are as follows:
N = Nomura; F = Fremont; C = CIBC

SSS/SSS/19235/00/239570.01

REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
U.S.A. - MARKS OWNED BY GREAT AMERICAN COSMETICS, INC.						
GREAT AMERICAN	ULTRA MATTE		75/120174			C
GREAT AMERICAN	TEMPTUOUS AROMATHERAPEUTIC LIP COLOR		75/142854			C
GREAT AMERICAN	EVERWEAR		75/070192			C
GREAT AMERICAN	ULTRA SHEER		75/058535			C
GREAT AMERICAN	THE WORLD'S GREATEST LIPSTICK		75/058531			C
GREAT AMERICAN	ULTRA INTENSE		75/057824			C
GREAT AMERICAN	THE WORLD'S GREATEST NAIL LACQUER		75/057822			C
GREAT AMERICAN	THE WORLD'S GREATEST EYE LINER		75/057813			C
GREAT AMERICAN	TOOLS OF THE TRADE		75/055510			C
GREAT AMERICAN	ULTRA MOIST		75/041058			C
GREAT AMERICAN	EVER SHEER		74/731702			C
GREAT AMERICAN	COLOR INTENSE 24	2,012,883				C
GREAT AMERICAN	TEMPTUOUS	1,968,621				
GREAT AMERICAN	EVERLASTING	1,986,022				
GREAT AMERICAN	NAT ROBBINS	1,392,848				C
CANADA - MARKS OWNED BY GREAT AMERICAN COSMETICS, INC.						
GREAT AMERICAN	NAT ROBBINS		771586			
U.S.A. - MARKS OWNED BY COSMAR CORPORATION						
COSMAR CORPORATION	FRENCH EXPRESS		75/194942			
COSMAR CORPORATION	PRO 10		75/081319			C
COSMAR CORPORATION	PRO 10		75/033123			C
COSMAR CORPORATION	NAILSTAY		75/021253			
COSMAR CORPORATION	QUIK FIT ULTRA-BOND		74/474356			
COSMAR CORPORATION	FETISH		74/660586			
COSMAR CORPORATION	PRO 10		74/522574			C
COSMAR CORPORATION	NAIL FETISH		74/522056			C
COSMAR CORPORATION	LAJOIE ULTRA-BOND		74/474420			C
COSMAR CORPORATION	WRAP QUIK	1,621,907				
COSMAR CORPORATION	PRO 10	1,973,511				C
COSMAR CORPORATION	PRO 10	1,834,202				C
COSMAR CORPORATION	FILEPRO	1,769,742				
COSMAR CORPORATION	QUIKSHINE	1,767,220				

REGISTRANT/ASSIGNER	MARK	REG.#	APP.#	N	F	C
COSMAR CORPORATION	DESIGN ONLY (OF NAIL FILE)	1,898,360				
COSMAR CORPORATION	QUIK FILE	1,773,424				
COSMAR CORPORATION	LA JOIE	1,928,790				C
COSMAR CORPORATION	SCULPTURE QUIK	1,527,684				
COSMAR CORPORATION	PRESS & GO	1,419,690				
CANADA - MARKS OWNED BY COSMAR CORPORATION						
COSMAR CORPORATION	FETISH		793972			
COSMAR CORPORATION	NAIL FETISH		767906			
COSMAR CORPORATION	PRO 10		754957			
COSMAR CORPORATION	LA JOIE & DESIGN	TMA420958				
COSMAR CORPORATION	WRAP QUIK	TMA378174				
COSMAR CORPORATION	SCULPTURE QUIK	TMA358660				
COSMAR CORPORATION	PRESS & GO	TMA352562				
U.S.A. - MARKS OWNED BY DANA PERFUMES CORP.						
DANA PERFUMES CORP.	TOTO		75/172093			
DANA PERFUMES CORP.	FRENCH VANILLA BY DANA (STYLIZED LETTERS)		74/666303			C
DANA PERFUMES CORP.	CLASSIC GARDENIA		75/162233			C
DANA PERFUMES CORP.	ULTRAGEL		75/004024			
DANA PERFUMES CORP.	DIAMOND GEL		75/002898			
DANA PERFUMES CORP.	HONEYWHIP		74/735471			C
DANA PERFUMES CORP.	MY DREAMS BY TABU		74/731289			
DANA PERFUMES CORP.	DREAMS BY TABU		74/731288			C
DANA PERFUMES CORP.	NAVIGATOR		74/731287			C
DANA PERFUMES CORP.	RAINBLOSSOM	1,914,458		N		
DANA PERFUMES CORP.	THE FORBIDDEN FRAGRANCE	1,860,623		N		
DANA PERFUMES CORP.	COLOR PERFORMANCE	1,881,094		N		
DANA PERFUMES CORP.	CANOE SPORT	1,827,984		N		
DANA PERFUMES CORP.	COUNTERACT (STYLIZED LETTERS)	1,794,078		N		
DANA PERFUMES CORP.	PRIORITE (STYLIZED LETTERS)	1,753,108				
DANA PERFUMES CORP.	DANA (STYLIZED LETTERS)	1,626,590		N		C
DANA PERFUMES CORP.	DESIGN ONLY	1,498,712		N		
DANA PERFUMES CORP.	CANOE	1,447,663		N		C
DANA PERFUMES CORP.	HERBISSIMO	1,249,554		N		C
DANA PERFUMES CORP.	CELISSE	1,188,324		N		
DANA PERFUMES CORP.	CANOE	1,169,805		N		C

REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
DANA PERFUMES CORP.	SPORTRAVEL	1,156,894		N		
DANA PERFUMES CORP.	CORAL SEA	1,050,395		N		
DANA PERFUMES CORP.	I DO	1,042,071		N		
DANA PERFUMES CORP.	SKIN 'N TONIC	1,038,637		N		
DANA PERFUMES CORP.	TABU	959,206		N		C
DANA PERFUMES CORP.	ETUDE	897,066		N		
DANA PERFUMES CORP.	SIMPATICO	857,625		N		
DANA PERFUMES CORP.	SIMPATIA	859,789		N		
DANA PERFUMES CORP.	FLEURS DE TABAC & DESIGN	849,136		N		
DANA PERFUMES CORP.	ANALERGIC	838,524		N		
DANA PERFUMES CORP.	PULLMAN	832,305		N		
DANA PERFUMES CORP.	SEA CHEST	830,312		N		
DANA PERFUMES CORP.	EN ROUTE	823,061		N		
DANA PERFUMES CORP.	GAUCHO	822,089		N		C
DANA PERFUMES CORP.	SEA DUFFLE	807,367		N		
DANA PERFUMES CORP.	CANOE DANA & DESIGN	795,799		N		C
DANA PERFUMES CORP.	CANOE DANA & DESIGN	786,219		N		C
DANA PERFUMES CORP.	DESIGN ONLY	790,523		N		
DANA PERFUMES CORP.	DESIGN ONLY	731,261		N		
DANA PERFUMES CORP.	WIND AND WEATHER	724,594		N		
DANA PERFUMES CORP.	DANITA	674,302		N		
DANA PERFUMES CORP.	DANITA	673,975		N		
DANA PERFUMES CORP.	DIVIDEND	673,294		N		
DANA PERFUMES CORP.	DIVIDEND	670,375		N		
DANA PERFUMES CORP.	WHO'S WHO	628,842		N		
DANA PERFUMES CORP.	WHO'S WHO	630,178		N		
DANA PERFUMES CORP.	MASTERPIECE	586,924		N		
DANA PERFUMES CORP.	DANA	580,767		N		C
DANA PERFUMES CORP.	DANA (STYLIZED LETTERS)	535,318		N		C
DANA PERFUMES CORP.	DESIGN ONLY	510,752		N		
DANA PERFUMES CORP.	DESIGN ONLY	508,650		N		
DANA PERFUMES CORP.	TRAVELER	441,173		N		
DANA PERFUMES CORP.	TABOU	436,028		N		
DANA PERFUMES CORP.	TABOO	437,162		N		
DANA PERFUMES CORP.	TABU (STYLIZED LETTERS)	427,576		N		C

REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
DANA PERFUMES CORP.	DESIGN ONLY	432,410		N		
DANA PERFUMES CORP.	TABU (STYLIZED LETTERS)	425,630		N		C
DANA PERFUMES CORP.	UTOPIE (STYLIZED LETTERS)	423,354		N		
DANA PERFUMES CORP.	SABOTAGE (STYLIZED LETTERS)	440,051		N		
DANA PERFUMES CORP.	PRESAGE (STYLIZED LETTERS)	432,381		N		
DANA PERFUMES CORP.	SUPERSTITION	422,602		N		
DANA PERFUMES CORP.	CANOE	423,843		N		C
DANA PERFUMES CORP.	CANOE (STYLIZED LETTERS)	425,306		N		C
DANA PERFUMES CORP.	AMBUSH (STYLIZED LETTERS)	425,304				
DANA PERFUMES CORP.	TABU (STYLIZED LETTERS)	426,323		N		C
DANA PERFUMES CORP.	AMBUSH	425,304		N		C
DANA PERFUMES CORP.	DANALAK	424,703		N		
DANA PERFUMES CORP.	DESIGN ONLY	414,146		N		
DANA PERFUMES CORP.	TABU	408,920				C
DANA PERFUMES CORP.	TABU (STYLIZED)	407,797		N		C
DANA PERFUMES CORP.	PRIORITE	395,171		N		
DANA PERFUMES CORP.	TABU (STYLIZED)	393,970		N		C
DANA PERFUMES CORP.	BRAZEN	392,022		N		
DANA PERFUMES CORP.	AMBUSH	392,021		N		C
DANA PERFUMES CORP.	TOTEM	367,637		N		
DANA PERFUMES CORP.	DANYA	357,708		N		
DANA PERFUMES CORP.	ENIR (STYLIZED LETTERS)	344,569		N		
DANA PERFUMES CORP.	TABOO (STYLIZED LETTERS)	343,897		N		
DANA PERFUMES CORP.	TABU (STYLIZED LETTERS)	314,493		N		C
U.S.A. - MARKS OWNED BY LES PARFUMS DE DANA, INC.						
LES PARFUMS DE DANA, INC.	LINGER		74/496672			
LES PARFUMS DE DANA, INC.	OPUS		74/492348			
LES PARFUMS DE DANA, INC.	PLATINE (STYLIZED LETTERS)	380,504				
U.S.A. - MARKS OWNED BY MEM CO.						
MEM CO.	BABY SOFT	1,659,356			F	
MEM CO.	BABY SOFT	854,850			F	
MEM CO.	BARREL SHAPED BOTTLE CLOSURE	824,247			F	
MEM CO.	BATHTUB GIN	814,164			F	
MEM CO.	BIOENZYME	1,964,681				
MEM CO.	BITTER LEMON	910,728			F	

REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
MEM CO.	BITTER LEMON	874,839			F	
MEM CO.	BOPO	1,262,791			F	
MEM CO.	BOTTLE AND TOP	846,774			F	
MEM CO.	BRITISH STERLING	804,836			F	C
MEM CO.	BRITISH STERLING	870,209			F	C
MEM CO.	BRITISH STERLING	805,745			F	C
MEM CO.	CAMBRIDGE	1,123,116			F	
MEM CO.	CLASSIC FORM	1,560,402			F	
MEM CO.	DEM-O-DERM	719,897			F	
MEM CO.	DEMOISELLE	1,595,967			F	
MEM CO.	DIRTBUSTERS	1,411,926			F	
MEM CO.	EAU DE LOVE (PERFUMES)	914,375			F	
MEM CO.	EAU DE LOVE	933,353			F	
MEM CO.	EMBRACING	1,412,850			F	
MEM CO.	ENGLISH LEATHER AND DESIGN	841,770			F	C
MEM CO.	ENGLISH LEATHER LIME	849,936			F	C
MEM CO.	ENGLISH LEATHER	1,619,882			F	C
MEM CO.	ENGLISH LEATHER SPICED	1,406,393			F	C
MEM CO.	ENGLISH LEATHER	1,634,818			F	
MEM CO.	ENGLISH LEATHER (Razors)		74/726244			C
MEM CO.	ENGLISH LEATHER (WALLETS)	1,139,233			F	C
MEM CO.	ENGLISH LEATHER (CLEANSERS)	848,350			F	C
MEM CO.	FRENZY	1,926,240				
MEM CO.	GRAND STALLION	1,121,254			F	
MEM CO.	HONEY BUNCH	1,382,931			F	
MEM CO.	HOT DOG!	1,069,224			F	
MEM CO.	I'M BABY SOFT	1,704,271			F	
MEM CO.	JAVA	1,993,684				
MEM CO.	LOVE'S	923,592			F	C
MEM CO.	LOVE'S (BOTTLE DESIGN)	989,124			F	
MEM CO.	LOVE'S MUSKY JASMIN	1,347,093			F	C
MEM CO.	LOVE'S GENTLE MUSK	1,746,724			F	C
MEM CO.	LOVE'S SOFT JASMIN	1,756,354				C
MEM CO.	LOVE'S	890,229			F	C
MEM CO.	LOVE'S CLEAN & NATURAL	1,865,525				C

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REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
MEM CO.	LOVE'S WHITE VANILLA	1,959,362				C
MEM CO.	LOVE'S CLEAN & NATURAL	1,838,327			F	C
MEM CO.	MEM	418,500			F	
MEM CO.	MEM	507,670			F	
MEM CO.	MEM	282,642			F	
MEM CO.	MISCELLANEOUS BOTTLE DESIGN	1,497,338			F	
MEM CO.	ON THE GO	1,099,149			F	
MEM CO.	PLAY BALL	681,250			F	
MEM CO.	POWDER PLUS		74/545419			
MEM CO.	POWER FOAM	1,024,046			F	
MEM CO.	RAIN CLEAR, FRESH, CRISP	1,532,576			F	
MEM CO.	SADDLE, STIRRUP & CAP	852,449			F	
MEM CO.	THE DRY AFTER SHAVE BY MEN	1,663,746			F	
MEM CO.	TIMBERLINE	868,471			F	
MEM CO.	TINKERBELL (Lip Pomade, etc.)	671,944			F	
MEM CO.	TINKERBELL (Pillow, PJ Bag)	1,569,788			F	
MEM CO.	TINKERBELL	1,569,977			F	
MEM CO.	TINKERBELL (Toilet Water)	596,885			F	
MEM CO.	TINKERBELL	1,580,147			F	
MEM CO.	TINKERBELL (Canvas Totes, etc.)	1,308,026			F	
MEM CO.	TINKERBELL	1,634,888			F	
MEM CO.	TINKERBELL	669,730			F	
MEM CO.	TINKERBELL (Wallets)	1,569,729			F	
MEM CO.	TINKERBELL	1,569,819			F	
MEM CO.	TINKERBELL	1,569,895			F	
MEM CO.	TINKERBELL	1,736,777				
MEM CO.	TINKERBELL	1,235,582			F	
MEM CO.	TINKERBELL	1,569,688			F	
MEM CO.	TINKERBELL	1,569,589			F	
MEM CO.	TINKERBELL	1,244,592			F	
MEM CO.	TINKERBELL	1,569,474			F	
MEM CO.	TINKERBELL	1,613,931			F	
MEM CO.	TRAVEL STOW-A-WAY	1,827,153				
MEM CO.	TWILIGHT MUSK	1,361,321			F	
MEM CO.	WIND DRIFT	896,142			F	

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REGISTRANT/ASSIGNEE	MARK	REG. #	APP. #	N	F	C
CANADA - MARKS OWNED BY MEM CO. INC. (U.S.A.)						
MEM CO. INC.	BRAVURA - CANADA	165563				
MEM CO. INC.	TIMBERLINE	170182				
MEM CO. INC.	MEM	UCA22016				
MEM CO. INC.	POWER FOAM	TMA369,900				
MEM CO. INC.	CAMBRIDGE	TMA275,372				
MEM CO. INC.	RACQUET CLUB	TMA246,658				
MEM CO. INC.	WIND DRIFT	TMA184,538				
MEM CO. INC.	TIMBERLINE	TMA170,182				
MEM CO. INC.	BRITISH STERLING	TMA153573				
U.S.A. - MARKS OWNED BY ARISTOCRAT LEATHER PRODUCTS, INC.						
ARISTOCRAT LEATHER	GOLD BOND	1,370,147			F	
ARISTOCRAT LEATHER	McGREGOR ARISTOCRAT	651,033			F	
ARISTOCRAT LEATHER	REMINGTON	749,611			F	
ARISTOCRAT LEATHER	WALL STREET	1,350,644			F	
ARISTOCRAT LEATHER	ARISTOCRAT	1,660,830			F	
U.S.A. - MARKS OWNED BY ENGLISH LEATHER, INC.:						
ENGLISH LEATHER, INC.	LOVE'S BABY SOFT	1,746,723			F	C
ENGLISH LEATHER, INC.	LOVE'S	1,728,816			F	C
ENGLISH LEATHER, INC.	LOVE'S RAIN SCENT	1,547,883			F	
ENGLISH LEATHER, INC.	TINKERBELL	1,262,148			F	
ENGLISH LEATHER, INC.	TINKERBELL	1,192,785			F	
ENGLISH LEATHER, INC.	LOVE'S BABY SOFT	1,199,240			F	
ENGLISH LEATHER, INC.	LOVE'S FRESH LEMON	1,175,739			F	
ENGLISH LEATHER, INC.	ENGLISH LEATHER (STYLIZED LETTERS)	672,943			F	C

ATTACHMENT II

1. License Agreement (the "Houbigant U.S. License"), dated May 1994, between Houbigant, Inc. ("HI"), and New Fragrance License Corp. (which was subsequently merged into Borrower)

2. Amendments to the Houbigant U.S. License, dated May 12, 1994, June 1, 1994, June 1, 1994 (right of first refusal) and June 24, 1994

3. Four letter agreements amending the Houbigant U.S. License, all dated July 1, 1994

4. Guaranty, dated July 1, 1994, by CP Cosmetics of New Fragrance License Corp.'s obligations under the Houbigant U.S. License.

5. Restated and Amended License Agreement (the "Harby's License"), dated August 16, 1994, between Harby's Corporation NV ("Harby's) and HI

6. Assumption Agreement, dated August 18, 1994 among Harby's, HI and PPI; as amended by agreements dated August 18, 1994 and September 19, 1994

7. License Agreement between HI, Houbigant GMBH and PPI, dated August 10, 1994 (the "Houbigant Worldwide License"), as amended by agreements dated August 16, 1994, September 16, 1994, February 14, 1995, and February 14, 1995 (the right of last refusal agreement)

8. Guaranty, dated February 28, 1995, by Holdings of PPI's obligations under the Houbigant Worldwide License

9. Letter Agreement, dated September 21, 1994, amending the Houbigant Worldwide License, the Houbigant U.S. License and the Harby's License, among PPI, Harby's, HI and Houbigant GMBH (unsigned by PPI)

10. Amendment, Modification and Settlement Agreement, dated July 31, 1996, among HI, Borrower and Houbigant (1995) Limited ("Limited") amending the Houbigant Worldwide License and the Houbigant U.S. License and providing for a new license for Canada

11. Letter Agreement, dated July 1996, among HI, Borrower and Limited amending the Houbigant Worldwide License, the Houbigant U.S. License and the Houbigant Canadian License

12. Amendment No 1. to License Agreements, dated as of March 25, 1996, among HI, Borrower and Limited amending the Houbigant Worldwide License, the Houbigant U.S. License and the Houbigant Canadian License

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13. License Agreement, dated August 18, 1994, between Parent and Holdings

14. License Agreement, dated August 18, 1994, between Holdings and Borrower

15. License Agreement, dated March 8, 1977, between MEM, as licensor, and Welling International, as licensee, for the license of "English Leather" for eyeglass frames and sunglasses

16. Trademark Agreement, dated as of November 10, 1992, between MEM, as licensor, and Arrow Trading Co., as licensee, for the license of "English Leather" for luggage and related products

17. Agreement, dated as of July 1, 1995, between MEM, as licensor, and Filo America, Inc., as licensee, for the license of "English Leather" for shaving equipment

18. Trademark Agreement, dated as of July 1, 1991, between English Leather, Inc. ("ELI"), as licensor, and Bag Bazaar Limited, as licensee, for the license of "English Leather" for handbags and small leather goods, as amended by letter agreement dated May 19, 1995

19. License Agreement, dated as of July 14, 1987, between Coscelbra, as licensor, and MEM, as licensee, for the license of "Heaven Sent" for cosmetics

20. Agreement, dated as of March 12, 1982, between Allegheny Pharmacal Corporation, as licensor, and MEM, as licensee for the sub-license of "Heaven Sent" for cosmetics

21. Agreement, dated as of January 1, 1995, between MEM, as licensor, and M.Z. Berger, as licensee, for the license of "Tinkerbell" for watches, clocks and plastic jewelry

22. License Agreement, dated as of March 1, 1989, by and between Max Factor & Co. and G.H. Productions, Inc.

23. Amendment and Extension of License Agreement dated as of June 6, 1993, by and between Max Factor & Co. and G.H. Productions, Inc.

24. Trademark Agreement dated as of May 20, 1981, between Shulton, Inc. and Exquisite Form Industries, Inc., for co-existence of Shulton's MANDATE and Exquisite Form Industries Inc.'s MANDATE.

25. Priority Agreement, dated April 30, 1986, between Colgate-Palmolive Company and Shulton, Inc. for co-existence of Shulton's MANDATE and Palmolive's COLGATE

26. Agreement for Shulton's INSIGNIA to co-exist with Class 5 SIGNA by Smith-Kline Beecham.

27. Trademark co-existence agreement, dated as of July 27, 1977, between Max Factor and Helena Rubenstein for BLASE and BLAZER BY ANNE KLEIN.

28. Trademark Agreement with L'Oreal regarding ANAIS ANAIS and LE JARDIN de Max Factor packaging.

29. Stipulation of Settlement, dated March 16, 1984, among Societe de Fabrication et de Distribution de Parfumerie et Cosmetique Diparco, S.A., Cosmair, Inc., and Max Factor & Co., regarding LE JARDIN DE MAX FACTOR packaging.

30. Trademark agreement between Noxell and C.P. Company, SPA, relating to NAVY.

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EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF MARKS

WHEREAS, each of the corporations identified on the signature pages hereof (each, "Assignor," and collectively, "Assignors"), has adopted and used and is using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and is the owner of the registrations and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule as indicated therein; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Marks, together with (a) the registrations of and pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) 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 such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Marks below.

[signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment of Marks to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNORS:

DANA PERFUMES CORP.

By: _____

Name: _____

Title: _____

COSMAR CORPORATION

By: _____

Name: _____

Title: _____

GREAT AMERICAN COSMETICS, INC.

By: _____

Name: _____

Title: _____

MEM COMPANY, INC.

By: _____

Name: _____

Title: _____

RENAISSANCE COSMETICS, INC.

By: _____

Name: _____

Title: _____

ARISTOCRAT LEATHER PRODUCTS, INC.

By: _____

Name: _____

Title: _____

ENGLISH LEATHER, INC.

By: _____

Name: _____

Title: _____

MARTON FRERES, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

SCHEDULE A
to
ASSIGNMENT OF MARKS

[to be completed at time of assignment]