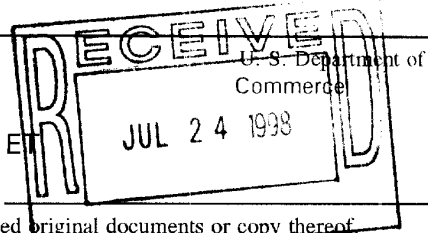


07-29-1998



RE/



100779082

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

MRO 7-23-98

1. Name of conveying party(ies):
Johnson Products Co., Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-Florida
- Other _____

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

2. Name and Address of receiving party(ies)

IVAX Corporation
440 Biscayne Boulevard
Miami, FL 33137

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- Florida
- 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

3. Nature of conveyance:

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

Execution Date: July 14, 1998
Effective Date: July 14, 1998

4. Application number(s) or registration number(s): SEE ATTACHED SCHEDULE I

A. Trademark Application Nos.

B. Trademark Registration No.

Additional numbers attached? Yes No

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

Elaine Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022-3897

6. Total number of applications involved: 136

7. Total fee (37 CFR 3.41). 3415.00

Enclosed

All or any deficiency is authorized to be charged to Deposit Account No. 19-2385.

8. Deposit Account No. 19-2385

DO NOT USE THIS SPACE

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.

Kristine Fyfe

Name

Signature

July 20, 1998

Date

Total number of pages including cover sheet, attachments, and document: 76

07/27/1998 DCBATES 00000110 1789830

01 FC:481
02 FC:482

40.00 DP
3375.00 DP

SCHEDULE I - TRADEMARKS

A BEAUTIFUL TRADITION	1789830
AFRO SHEEN	885995
AFRO-SHEEN	982972
AFRO-SHEEN CLEAN SHAVE. . .	75/233208
BANTU	1126316
BANTU	1146790
BANTU	1146789
BLACK TIE	757879
BLACK TIE	1037770
BLACK TIE	1052207
CLASSY CURL	1225663
CLASSY CURL	1274711
CLEAN SHAVE	2155878
COLOR ALERT	1471859
COLOR ALERT	1532525
CURL RELOCK	1254232
CUSTOM BLENDS	824590
DELIVERANCE	1143829
DUO TEX	996025
EMBRACE	1222271
FIRST CLASS AFFAIRS	1169796
GENTLE-TREATMENT	1277666
GENTLE-TREATMENT	1376790
GENTLE-TREATMENT	75/318978
GREAT BEAUTIFUL BLACK WOMEN	1483533
GT	1882755
GT FOR MEN	1829145
HAIRLIGHTS	1248065
JAR DESIGN	1111575
JOAN B.	1191974
JP DESIGN	970940
JP & DESIGN	974463
JP & DESIGN	988557
KOVADO	852897
KOVADO	1151388
LIGHT TOUCH	1673951
LIP ELIXIR	1176759
LIP SHEEN	1179698
LOTUS FLOWER BLOSSOM DESIGN	1239090
MELLOW TOUCH	1275703
MIDNIGHT MUSK	1157821
MOISTURE FORMULA	1259725
PERFECT PERFORMANCE	74/709980
PERFECT RESPONSE	2141448

PERFECT SHEEN	75/438879
POSITIVELY BEAUTIFUL	1249475
POSNER & DESIGN	1385676
POSNER	1160559
POSNERS BERGAMOT	607155
PP STYLIZED	74/626110
PP AND DESING	2134361
PPWS & DESIGN	1387950
REGENER-IT	1191967
REJUVATONE	733923
RELAXER REPAIR	1159638
RINSE-N-SET	770943
RINSE-N-SET	970944
SALON SUPREME	1177734
SENSITIVE BY NATURE	2033056
SOCIAL AFFAIRS	1164295
SO FREE	1146995
SOFT TOUCH & DESIGN	572712
SOFT TOUCH & DESIGN	1674733
SPECIAL BLEND	1368400
STA-SOF-FRO	1007236
TENDER TREATMENT	1214562
TIME CONTROL RENEWAL COMPLEX	75/113930
TRUE SKIN	75/113948
ULTRA CURL	1297326
ULTRA CURL	1354861
ULTRA PRECISE	1178623
ULTRA PRECISE	1178560
ULTRA PRECISE	1179086
ULTRA PRECISE & DESIGN	1179085
ULTRA PRECISE & DESIGN	1178622
ULTRA PRECISE & DESIGN	1178561
ULTRA PRESS	1168844
ULTRA PRESS	1152218
ULTRA SHEEN	953827
ULTRA SHEEN	968329
ULTRA SHEEN	1043225
ULTRA SHEEN	681947
ULTRA SHEEN GRO NATURAL TREATMENT	74/711592
ULTRA SHEEN GRO NATURAL GEL . . .	74/711591
ULTRA SHEEN ULTIMATE	1191484
ULTRA SHEEN'S PRECISE	1312923
ULTRA SHEEN'S PRECISE	1312922
ULTRA SHEEN SUPREME	1190376
ULTRA SHEEN ULTIMATE	1191484
ULTRA SHIELD	1635410

ULTRA STAR	1419689
ULTRA WAVE	738000
ULTRA WAVE	918675
ULTRA WAVE	972010
ULTRA WAVE	608913
WHERE RESEARCH BRINGS BEAUTY TO LIFE	1339893
WHITE TIE	1124814
IMAN	1994241
IMAN	74/478130
IMAN	75/976225
IMAN	75/211920
IMAN HAIR RELAXER AND COLOR SYSTEM	75/440236
ASHANTI	1834284
BRUSH-A-TAN	1584269
COLORES PARA TI	1920634
DERMABLEND	1282015
DERMABLEND ACTIVE	2070695
DERMABLEND A ACTIVE	2157342
DERMABLEND CORRECTIVE COSMETICS	1707669
DERMABLEND QUICK-FIX	1721034
DESIGN	2010157
FLORI ROBERTS	1051060
FLORI ROBERTS GOLD	1149548
FOREVER NAILS	1391290
FR	1582169
GLAMATONE	1558720
GLAMATONE BODY-FIRM	2057644
GOLDEN EXTRACT	1429740
LEG & BODY PERFECTION KIT	75/051150
MY EVERYTHING CREME	1753106
MY EVERYTHING TREATMENT	2128638
ORCHID DESIGN	75/284301
WRINKLE-FIX	1679784
WRINKLE-SMOOTH	1721033
DOUBLE M DESIGN	1148582
DOUBLE M DESIGN	1551052
ICP3 INTENSIVE CORTEX	1356133
MEDIPLEX	1221367
MOXIE	1327817
PURESSIN	1582166
SALON SCENE	1292255
SOF N'FREE	1273265
SOF N'FREE	1553811
THE PEOPLE WHO KNOW YOUR HAIR. . .	1024334
TREATMENT PLUS	1133942
POSNER EASY WAVE	1356112

JOHNSON PRODUCTS INTELLECTUAL PROPERTY SECURITY AGREEMENT

JOHNSON PRODUCTS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of July 14, 1998, made by JOHNSON PRODUCTS CO., INC., a Florida corporation having an office at 64 Ross Road, Savannah, Georgia 31405 ("Pledgor"), in favor of IVAX CORPORATION, a Florida corporation having an office at 4400 Biscayne Boulevard, Miami, Florida 33137, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, "Lender") under the Credit Agreement (as hereinafter defined).

R E C I T A L S :

A. Pursuant to a certain credit agreement, dated as of July 14, 1998 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings assigned to them in the Credit Agreement) by and among Carson, Inc., a Delaware corporation, Carson Products Company, a Delaware Corporation ("Borrower") and Lender, Lender has agreed to make to or for the account of the Borrower the Term Loan up to an aggregate principal amount of \$50,000,000.

B. Pledgor is the owner of the Pledged Collateral (as hereinafter defined).

C. It is a condition to the obligations of Lender to make the Term Loan under the Credit Agreement that Pledgor execute and deliver the applicable Credit Documents, including this Agreement.

D. This Agreement is given by Pledgor in favor of Lender for its benefit to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Lender hereby agree as follows:

Section 1. Pledge. As collateral security for the payment and performance when due of all the Secured Obligations, Pledgor hereby pledges, assigns, transfers and grants to Lender for its benefit, a continuing first priority security interest in and to all of the right, title and interest of Pledgor in, to and under the following property, whether now existing or hereafter acquired (collectively, the "Pledged Collateral"):

(a) Patents issued or assigned to and all patent applications made by Pledgor, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future

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infringements thereof, and (iv) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

(b) Trademarks (including service marks), federal and state trademark registrations and applications made by Pledgor, common law trademarks and trade names owned by or assigned to Pledgor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on Schedule B hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

(c) Copyrights owned by or assigned to Pledgor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

(d) License agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright listed on Schedule D hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable to Pledgor with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (iii) rights to sue for past, present and future breaches thereof, and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses");

(e) the entire goodwill of Pledgor's business and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae connected with the use of and symbolized by the Trademarks of Pledgor; and

(f) all "proceeds" (as such term is defined in the UCC and under other relevant law) of any of the foregoing.

Section 2. Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362 (a3), of (i) all Obligations of Pledgor now existing or hereafter arising under the Johnson Products Guarantee (including, without limitation, Pledgor's obligation provided for therein to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations contained in the Johnson Products Guarantee), (ii) all Obligations of the Borrower now existing or hereafter arising under the Credit Agreement (including, without limitation,

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Borrower's obligation provided for therein to pay principal, interest on and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations contained in the Credit Agreement) and (ii) without duplication of the amounts described in clauses (i) and (ii), all Obligations of Pledgor now existing or hereafter arising under this Agreement or any other Security Document, including, without limitation, all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments that Pledgor is obligated to pay under this Agreement or in any other Security Document (the obligations described in clauses (i), (ii) and (iii), collectively, the "Secured Obligations").

Section 3. No Release. Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or shall impose any obligation on Lender to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or shall impose any liability on Lender for any act or omission on the part of Pledgor relating thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement or any other Credit Document, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement and the other Credit Documents.

Section 4. Use and Pledge of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, Lender shall from time to time execute and deliver, upon written request of Pledgor and at Pledgor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of Pledgor to enable Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral throughout the world. Pledgor and Lender acknowledge that this Agreement is intended to grant to Lender for its benefit a security interest in and Lien upon the Pledged Collateral and shall not constitute or create a present assignment of the Pledged Collateral.

Section 5. Supplements: Further Assurances.

(a) Pledgor agrees that at any time and from time to time, it will execute and, at its sole cost and expense, file and refile, or permit Lender to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as Lender may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to Lender hereunder.

(b) Pledgor hereby authorizes Lender, without relieving Pledgor of any obligations hereunder, to file financing statements, continuation statements, amendments thereto and other documents, relative to all or any part thereof, without the signature of Pledgor where permitted by law, and Pledgor agrees to do such further acts and things, and to execute and

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deliver to Lender such additional assignments, agreements, powers and instruments, as Lender may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to Lender hereunder or to carry into effect the purposes of this Agreement or better to assure and confirm unto Lender its respective rights, powers and remedies hereunder. All of the foregoing shall be at the sole cost and expense of Pledgor.

Section 6. Representations, Warranties and Covenants. Pledgor hereby represents, warrants and covenants as follows:

(a) Necessary Filings. Upon the filing of financing statements and the acceptance thereof in the appropriate offices under the UCC and the filing of this Agreement and the acceptance thereof in the United States Patent and Trademark Office and the United States Copyright Office, the security interest granted to Lender for its benefit pursuant to this Agreement in and to the Pledged Collateral constitutes and hereafter will constitute a valid and duly perfected first priority security interest in the Pledged Collateral superior and prior to the rights of all other Persons therein and subject to no other Liens.

(b) No Liens. Pledgor is as of the date hereof, and as to Pledged Collateral acquired by it from time to time after the date hereof, Pledgor will be, the sole and exclusive owner or, as applicable, licensee of the Pledged Collateral free from any Lien or other right, title or interest of any Person other than the Lien and security interest created by this Agreement and Liens of the type described in paragraph (a) of the definition of Permitted Encumbrances. Pledgor shall take all reasonable steps to defend the Pledged Collateral against all claims and demands of all Persons at any time claiming any interest therein adverse to Lender .

(c) Other Financing Statements. There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral and, so long as the Secured Obligations remain unpaid, Pledgor shall not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Pledged Collateral, except, in each case, financing statements filed or to be filed in respect of and covering the security interests granted by Pledgor pursuant to this Agreement.

(d) Authorization; Enforceability. Pledgor has the requisite corporate power, authority and legal right to pledge and grant a security interest in all the Pledged Collateral pursuant to this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and except as such enforceability may be limited by the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) No Consents; etc. No consent of any party (including, without limitation, stockholders or creditors of Pledgor) and no consent, authorization, approval, license, or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or

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other Person is required for (x) the execution, delivery or performance of this Agreement by Pledgor, (y) the assignment of, and the grant of a Lien (including the priority thereof) on and security interest in, the Pledged Collateral by Pledgor in the manner and-for the purpose contemplated by this Agreement or (z) the exercise by Lender of the remedies in respect of the Pledged Collateral pursuant to this Agreement (other than those consents, authorizations, approvals, licenses, actions, notices or filings which, if not obtained or made, would not have a material adverse effect upon the interests of Lender under this Agreement).

(f) No Claims. Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Credit Documents. To the best of Pledgor's knowledge, the use by Pledgor of such Pledged Collateral and all such rights with respect to the foregoing does not infringe on the rights of any Person. To the best of Pledgor's knowledge, no claim has been made and remains outstanding that Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(g) Pledged Collateral. Schedules A, B, C and D hereto, respectively, are true, accurate and complete lists as of the date hereof of all issued, registered or applied for Patents, Trademarks, Copyrights and Licenses owned by Pledgor.

Section 7. Covenants Concerning Pledged Collateral.

(a) Protection of Lender's Security. On a continuing basis, Pledgor shall, at its sole cost and expense, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary by Lender to carry out the intent and purposes of this Agreement, to assure and confirm to Lender the grant or perfection of a first priority security interest in the Pledged Collateral for its benefit, and to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor (i) will not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder; (ii) will, from time to time, upon Lender's reasonable request, cause its books and records to be marked with such legends or segregated in such manner as Lender may reasonably specify and take or cause to be taken such other action and adopt such procedures as Lender may reasonably specify to give notice to or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby; (iii) will, promptly following its becoming aware thereof, notify Lender of (A) any adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office with respect to any Patent, Trademark or Copyright, or (B) the institution of any proceeding or any adverse determination in any Federal, state or local court or administrative body regarding Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect; (iv) will maintain and protect the Pledged Collateral necessary for the operation of Pledgor's business; (v) will not permit to lapse or become abandoned any Pledged Collateral necessary for the operation of Pledgor's business, and will not settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral necessary

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for the operation of Pledgor's business, in each case, without the consent of Lender (such consent not to be unreasonably withheld or delayed); (vi) upon Pledgor obtaining knowledge thereof, will promptly notify Lender in writing of any event which may reasonably be expected to adversely affect the value or utility of the Pledged Collateral or any portion thereof necessary for the operation of Pledgor's business, the ability of Pledgor or Lender to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of Lender in relation thereto, including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof; (vii) will not license the Pledged Collateral other than licenses entered into by Pledgor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that materially adversely affects the right to receive payments thereunder, in any manner that would materially impair the value of the Pledged Collateral or the Lien on the Pledged Collateral intended to be granted to Lender for its benefit without the consent of Lender; (viii) until Lender exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral; (ix) will furnish to Lender from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as Lender may from time to time reasonably request, all in reasonable detail; (x) will pay when due any and all material taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of each item of Pledged Collateral; and (xi) will comply with all material laws, rules and regulations applicable to the Pledged Collateral the failure to comply with which would have a material adverse effect on the value or use of the Pledged Collateral or a material adverse effect on the Lien on the Pledged Collateral granted to Lender hereunder.

(b) After-Acquired Property. If Pledgor shall, at any time before the Secured Obligations have been paid (i) obtain any rights to any additional Pledged Collateral or (ii) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any such item enumerated in clause (i) or (ii) with respect to Pledgor shall automatically constitute Pledged Collateral, and be subject to the Lien created by this Agreement without further action by any party other than actions required to perfect such Lien. Pledgor shall promptly provide to Lender written notice of any of the foregoing. Pledgor agrees, promptly following a request by Lender, to confirm the attachment of the Lien created by this Agreement to any rights described in clauses (i) and (ii) above by execution of an instrument in form reasonably acceptable to Lender.

(c) Modifications. Pledgor agrees to modify this Agreement by amending Schedules A, B, C and D hereto to include any future Pledged Collateral of Pledgor, including, without limitation, any of the items listed in Section 7(b).

(d) Applications. Pledgor shall file and prosecute diligently all applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that would be necessary to the business of Pledgor to which any such applications pertain, and shall do all acts necessary to preserve and maintain all rights in the Pledged Collateral necessary for the operation of Pledgor's business. Any and all costs and expenses incurred in connection with any such actions

shall be borne by Pledgor. Pledgor shall not abandon any right to file a Patent, Trademark or Copyright application, or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright necessary for the operation of Pledgor's business without the consent of Lender (such consent not to be unreasonably withheld or delayed).

Section 8. Transfers and Other Liens. Pledgor shall not (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral other than licenses entered into by Pledgor in, or incidental to, the ordinary course of business or

with any Affiliate of Pledgor or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, other than the Lien granted to Lender pursuant to this Agreement and Liens of the type described in paragraph (a) of the definition of Permitted Encumbrances.

Section 9. Reasonable Care. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which Lender, in its individual capacity, accords its own property, it being understood that Lender shall not have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

Section 10. Remedies Upon Default.

(a) Remedies: Disposition of Collateral. If any Event of Default shall have occurred and be continuing, and the Secured Obligations have been declared due and payable in accordance with the Credit Agreement, then and in every such case, Lender may:

(i) to the full extent permitted by law, and without advertisement, hearing or process of law of any kind, (A) exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of any and all consensual rights and powers with respect to the Pledged Collateral and (B) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith) or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. In that connection, Lender shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of Lender or its nominee and the right to impose (1) such limitations and restrictions on the sale or assignment of the Pledged Collateral as Lender may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (2) any necessary or appropriate requirements for any required governmental approvals or consents;

(ii) exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC to the extent permitted by applicable law and whether or not the UCC is applicable thereto. Pledgor acknowledges and agrees that, to

the extent notice of sale shall be required by law, ten days' notice to Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall constitute commercially reasonable notification of such matters. No notification need be given to Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition;

(iii) may be the purchaser (as may be any of Lender's Affiliates) of any or all of the Pledged Collateral at any public or private sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of such item of Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Lender shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Pledgor hereby waives, to the fullest extent permitted by applicable law, any claims against Lender arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Lender accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(b) Waiver of Notice and Claims.

(i) Pledgor hereby waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Lender of any of its rights and remedies hereunder. Lender shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 10 in the absence of gross negligence or willful misconduct.

(ii) Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with Lender's taking possession or Lender's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which Pledgor would otherwise have under law, and Pledgor hereby further waives to the extent permitted by applicable law: (A) all damages occasioned by such taking of possession; (B) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Lender's rights hereunder; and (C) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title,

interest, claim and demand, either at law or in equity, of Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under Pledgor.

Section 11. Application of Proceeds. The proceeds received by Lender in respect of any sale of, collection from or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by Lender of its remedies as a secured creditor as provided in Section 10 hereof shall be applied, together with any other sums then held by Lender pursuant to this Agreement, promptly by Lender as follows:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable out-of-pocket costs and expenses of Lender and its agents and counsel, and all expenses, liabilities and advances made or incurred by Lender in connection therewith;

Second, to the payment in full in cash of Secured Obligations consisting of interest and all amounts other than principal under the Credit Agreement at any time and from time to time owing by Pledgor under or in connection with the Credit Agreement, ratably according to the unpaid amounts thereof, in the manner and priority set forth in the Credit Agreement, together with interest on each such amount in the manner and to the extent set forth in the Credit Agreement from and after the date such amount is due, owing or unpaid until paid in full;

Third, to the pro rata payment in full in cash of Secured Obligations consisting of principal at any time and from time to time owing by Pledgor under or in connection with the Credit Agreement, ratably according to the unpaid amounts thereof, in the manner and priority set forth in the Credit Agreement, together with interest on each such amount in the manner and to the extent set forth in the Credit Agreement from and after the date such amount is due, owing or unpaid until paid in full; and

Fourth, the balance, if any, to the Person lawfully entitled thereto (including Pledgor or its successors or assigns).

Section 12. Deficiency. Pledgor will remain liable for any deficiency if the proceeds of any sale or other disposition of the Pledged Collateral are insufficient to satisfy the obligations secured hereunder.

Section 13. Expenses. Pledgor will upon demand pay to Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and the reasonable fees and expenses of any experts and agents, which Lender may incur in connection with (i) the collection of the Secured Obligations, (ii) the enforcement and administration of this Agreement, (iii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iv) the exercise or enforcement of any of the rights of Lender hereunder or (v) the failure by Pledgor to perform or observe any of the provisions hereof. All amounts payable by Pledgor under this Section 13 shall be due within ten Business Days after demand and shall be part of the Secured Obligations. Pledgor's

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obligations under this Section 13 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

Section 14. No Waiver: Cumulative Remedies.

(a) No failure on the part of Lender to exercise, no course of dealing with respect to, and no delay on the part of Lender in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event Lender shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Lender, then and in every such case, Pledgor and Lender shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of Lender shall continue as if no such proceeding had been instituted.

Section 15. Lender May Perform: Lender Appointed Attorney-in-Fact. If Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of Pledgor contained herein shall be breached, Lender may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may, following five Business Days' written notice to Pledgor of its intention to do so, expend funds for such purpose. Any and all amounts so expended by Lender shall be paid by Pledgor within ten Business Days after demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Pledgor's obligations under this Section 14 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement, the Credit Agreement and the other Credit Documents. Pledgor hereby appoints Lender its attorney-in-fact with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor, or otherwise, from time to time in Lender's reasonable discretion to take any action and to execute any instrument consistent with the terms of this Agreement and the other Credit Documents which Lender may deem reasonably necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 16. Litigation.

(a) Unless there shall occur an Event of Default, Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its sole cost and expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Pledgor shall promptly notify Lender in writing as to the commencement and

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prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to Lender such information with respect thereto as may be reasonably requested by Lender. Pledgor shall indemnify and hold harmless Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including reasonable attorneys' fees and expenses) of any kind whatsoever which may be imposed on, incurred by or asserted against Lender in connection with or in any way arising out of such suits, proceedings or other actions.

(b) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of Pledgor or Lender to enforce the Pledged Collateral and any license thereunder; in the event of such suit, Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all documents requested by Lender in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Lender, as the case may be, for all costs and expenses (including reasonable fees and expenses of counsel) incurred by Lender in the exercise of its rights under this Section 16. In the event that Lender shall elect not to bring suit to enforce the Pledged Collateral, Pledgor agrees, at the request of Lender, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement unless Pledgor has determined that the Pledged Collateral that is the subject of any pending or contemplated infringement or enforcement action or proceeding does not contain or represent any value or utility (other than of an immaterial nature), consistent with prudent business practice.

Section 17. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by Pledgor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Credit Agreement and unless in writing and signed by Lender. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by Pledgor from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Credit Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

Section 18. Termination; Release. When all the Secured Obligations have been paid in full, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, Lender shall, upon the request and at the sole cost and expense of Pledgor, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by Lender, such of the Pledged Collateral to be released (in the case of a release) as shall not have been sold or otherwise applied pursuant to the terms hereof, and with respect to any other Pledged Collateral, proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States

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Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

Section 19. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner set forth in the Credit Agreement, as to any party, addressed to it at the address set forth in the Credit Agreement or at such other address as shall be set forth on the signature page hereof or otherwise designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 19; provided that notices to Lender shall not be effective until received by Lender.

Section 20. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and, subject to Section 9.03 of the Credit Agreement, shall (i) be binding upon Pledgor, its successors and assigns and (ii) inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender and each of its successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing, Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Lender, herein or otherwise, subject however, to the provisions of the Credit Agreement.

Section 21. GOVERNING LAW: TERMS. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY THEREIN, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 22. CONSENT TO JURISDICTION AND SERVICE OF PROCESS.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, PLEDGOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. PLEDGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO PLEDGOR AT ITS ADDRESS FOR NOTICES PURSUANT TO THE CREDIT AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. PLEDGOR HEREBY IRREVOCABLY APPOINTS CT CORPORATION SYSTEM HAVING AN ADDRESS AT 1633 BROADWAY, NEW YORK, NEW YORK 10019 AND SUCH OTHER PERSONS AS

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MAY HEREAFTER BE SELECTED BY PLEDGOR IRREVOCABLY AGREEING IN WRITING TO SERVE AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST PLEDGOR IN ANY OTHER JURISDICTION.

(b) PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (A) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 23. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 25. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 26. Obligations Absolute. All obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of either Pledgor or any other Credit Party;

(ii) any lack of validity or enforceability of the Credit Agreement or any other Credit Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Credit Document, or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all

or any of the Secured Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Credit Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 17 hereof; or

(vi) any other circumstance or happening whatsoever that is similar to any of the foregoing.

Section 27. Lender's Right to Sever Indebtedness.

(a) Pledgor acknowledges that (i) the Pledged Collateral does not constitute the sole source of security for the payment and performance of the Secured Obligations and that the Secured Obligations are also secured by other types of property of Pledgor and its Affiliates in other jurisdictions (all such property, collectively, the "Collateral"), (ii) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement, and (iii) Pledgor intends that Lender have the same rights with respect to the Pledged Collateral, in any judicial proceeding relating to the exercise of any right or remedy hereunder or otherwise, that Lender would have had if each item of Collateral had been pledged or encumbered pursuant to a separate credit agreement and security instrument. In furtherance of such intent, Pledgor agrees to the greatest extent permitted by law that Lender may at any time by notice (an "Allocation Notice") to Pledgor allocate a portion of the Secured Obligations (the "Allocated Indebtedness") to all or a specified portion of the Pledged Collateral and sever from the remaining Secured Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to any of the Pledged Collateral, the Secured Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate credit obligation of Pledgor unrelated to the other transactions contemplated by the Credit Agreement, any other Credit Document or any document related to any thereof. To the extent that the proceeds of any judicial proceeding relating to the exercise of any right or remedy hereunder of the Pledged Collateral shall exceed the Allocated Indebtedness, such proceeds shall belong to Pledgor and shall not be available hereunder to satisfy any Secured Obligations of Pledgor other than the Allocated Indebtedness. In any action or proceeding to exercise any right or remedy under this Agreement which is commenced after the giving by Lender of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Obligations hereby secured, and Pledgor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding. Notwithstanding any provision of this Section 27, the proceeds received by Lender pursuant to this Agreement shall be applied by Lender in accordance with the provisions of Section 11 hereof.

(b) Pledgor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise) constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or

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remedy provided for herein because Lender elected to proceed with the exercise of such initial right or remedy or because of any failure by Lender to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to Lender, Pledgor shall not (i) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against Pledgor of any remedy in the Credit Agreement or any other Credit Document or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.

(c) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 27, including, without limitation, any amendment to this Agreement, any substitute promissory note or affidavit or certificate of any kind, Lender may execute and deliver such instrument as the attorney-in-fact of Pledgor. Such power of

[continued on next page]


attorney is coupled with an interest and is irrevocable.

(d) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 27 shall be effective only to the maximum extent permitted by law.

Section 28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, Pledgor and Lender have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

JOHNSON PRODUCTS CO., INC.,
as Pledgor

By: 
Name: _____
Title:

Note Address:
Johnson Products Co., Inc.
64 Ross Road
Savannah, GA 31405
Attn.: Chief Financial Officer

IVAX Corporation,
as Lender

By: _____
Name:
Title:

attorney is coupled with an interest and is irrevocable.

(d) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 27 shall be effective only to the maximum extent permitted by law.

Section 28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, Pledgor and Lender have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

JOHNSON PRODUCTS CO., INC.,
as Pledgor

By: _____

Name:

Title:

Note Address:

Johnson Products Co., Inc.

64 Ross Road

Savannah, GA 31405

Attn.: Chief Financial Officer

IVAX Corporation,
as Lender

By: 

Name:

Title:

SCHEDULE A

Patents

SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - PATENT STATUS LIST

PATENT	COUNTRY	SERIAL NO. (FILING DATE)	PATENT NO. (ISSUED)
Low Irritant Shampoo Composition	United States	029,382 (4/12/79)	4,205,063 (5/27/80)
Medicated Hair and Scalp Conditioner	United States	042,720 (5/25/79)	4,237,112 (12/2/80)
Stable Hair Relaxer	United States	078,593 (9/24/79)	4,237,910 (12/9/80)
Stable Hair Relaxer	United States	294,911 (8/25/81)	4,390,033 (6/28/83)
Stable Hair Relaxer	Canada	358,535 (8/19/80)	1,146,072 (5/10/83)
Hair Relaxer	Canada	430,487 (6/15/83)	1,202,242 (3/25/86)
Hair Straightening Composition and System	United States	236,054 (8/24/88)	4,898,726 (2/6/90)
Hair Relaxer Cream	United States	399,385 (8/25/89)	4,950,485 (8/21/90)
Hair Relaxer Cream	Canada	594,236 (3/20/89)	1,329,368 (5/10/94)
Hair Relaxer Cream	France	EP 89904433.3 (11/25/89)	FR 0,362,355
Hair Relaxer Cream	Great Britain	EP 89904433.3 (11/25/89)	UK 0,362,355

Johnson Products Co., Inc. Status List
As of June 12, 1998
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - PATENT STATUS LIST

PATENT	COUNTRY	SERIAL NO. (FILING DATE)	PATENT NO. (ISSUED)
Hair Relaxer	Jamaica	18/1/3248 (3/1/89)	3093
Hair Relaxer Cream	Trinidad	27 (3/10/89)	27
Stable Hair Relaxer	United States	095,397 (9/10/87)	5,060,680 (10/29/91)
Stable Hair Relaxer	Jamaica	18/1/3235 (1/16/89)	
Stable Hair Relaxer	Trinidad	37 (9/9/88)	37
Hair Relaxer Cream	United States	486,538 (2/28/90)	5,068,101 (11/26/91)
Conditioning Hair Relaxer System with Conditioning Activator	United States	410,803 (9/22/89)	5,077,042 (12/31/91)
Conditioning Hair Relaxer System with Conditioning Activator	Great Britain	EP 90915255.5 (2/6/92)	UK 0,491,869
Conditioning Hair Relaxer System with Conditioning Activator	Jamaica	18/1/3358 (9/21/90)	
Conditioning Hair Relaxer System with Conditioning Activator	Mexico	22,465 (9/19/90)	167,819 (4/13/93)

Johnson Products Co., Inc. Status List

As of June 12, 1998

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - PATENT STATUS LIST

PATENT	COUNTRY	SERIAL NO. (FILING DATE)	PATENT NO. (ISSUED)
Conditioning Hair Relaxer System with Conditioning Activator	Trinidad	54 (3/19/90)	54
Hair Straightening Method and Texturing Straightening Composition Therefor	United States	781,717 (10/22/91)	5,148,822 (9/22/92)
Hair Relaxer Cream	United States	778,570 (10/17/91)	5,171,565 (12/15/92)
Hair Relaxer and Post-Relaxer Hair Brightener System	United States	728,572 (7/11/91)	5,293,885 (3/15/94)
Conditioning Hair Relaxing System	United States	785,095 (10/30/91)	5,376,364 (12/27/94)
Improved Hair Straightening Emulsion	United States	519,287 (8/25/95)	5,679,327 (10/21/97)
Improved Hair Straightening Emulsion	U.K.	9803520.7 (8/22/96)	
Improved Hair Straightening Emulsion	Canada	2,230,224 (8/22/96)	
Shaving Composition and Method for Preventing Pseudofolliculitis Barbae	United States	08/766,395 (12/12/96)	

Johnson Products Co., Inc. Status List
As of June 12, 1998
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - PATENT STATUS LIST

PATENT	COUNTRY	SERIAL NO. (FILING DATE)	PATENT NO. (ISSUED)
Shaving Composition and Method for Preventing Pseudofolliculitis Barbae	PCT	US97/22044 (2/8/97)	
Shaving Composition and Method for Preventing Pseudofolliculitis Barbae	South Africa	97/11100 (12/10/97)	
Hair Treating Composition	France	79-13455 (5/28/79)	79-13455
Hair Conditioning	Great Britain	791,856 (5/29/79)	2,051,161

Johnson Products Co., Inc. Status List
As of June 12, 1998
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SCHEDULE B

Trademarks

SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
A BEAUTIFUL TRADITION	United States	74/233,461 (12/26/91)	1,789,830 (8/24/93)
AFRO-SHEEN	United States	291,750 (2/23/68)	885,995 (2/10/70)
AFRO-SHEEN	Bahamas	8319 11/13/75	8319 11/24/75
AFRO-SHEEN	Barbados		81/5586 10/24/75
AFRO-SHEEN	Benelux	5,501 2/6/75	332,145 7/31/75
AFRO-SHEEN	Bermuda	8/11/76	B8058 4/25/77
AFRO-SHEEN	Brazil	820269280 11/26/97	
AFRO-SHEEN	Canada	381,842 1/7/75	212,404 2/27/76
AFRO-SHEEN	Dominican Republic	3/18/75	23,932 3/21/75
AFRO-SHEEN	Egypt	79,472 3/23/91	79,472 8/4/93
AFRO-SHEEN	France	187,217 3/6/75	1,301,319 3/5/75

Johnson Products Co., Inc. Status List
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
AFRO-SHEEN	Ghana	9744A 5/27/75	
AFRO-SHEEN	Guatemala	5520 9/17/75	32266 5/13/77
AFRO-SHEEN	Haiti		300-Reg. 105 2/4/76
AFRO-SHEEN	Indonesia	3/24/75	265,969 5/19/78
AFRO-SHEEN	Italy	17,497 3/10/75	315,567 5/21/79
AFRO-SHEEN	Jamaica	3/1901 8/9/92	B21,035 9/10/86
AFRO-SHEEN	Japan	62-125,668 1/30/90	2,205,294 1/30/90
AFRO-SHEEN	Kenya	21,704 2/4/75	B21,704 11/26/75
AFRO-SHEEN	Liberia		11490/459 4/11/75
AFRO-SHEEN	Mexico	33,291 10/30/87	376,974 5/23/90
AFRO-SHEEN	Namibia	7/29/82	82/0760 5/23/83

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
AFRO-SHEEN	Netherland- Antilles	2/25/76	9829 4/14/76
AFRO-SHEEN	O.A.P.I.	77,020 3/13/87	27,102
AFRO-SHEEN	O.A.P.I.	65,168 6/3/75	15,122 7/26/76
AFRO-SHEEN	Puerto Rico	2/13/74	5,991 8/9/74
AFRO-SHEEN	Saudi Arabia	11348 5/2/90	230/79 12/23/90
AFRO-SHEEN	Sierra Leone	5/15/75	9999 8/11/76
AFRO-SHEEN	Spain	782,585 3/10/75	782,585 1/12/80
AFRO-SHEEN	Surinam	2/4/75	8773 5/9/75
AFRO-SHEEN	Taiwan	(74) 44052 10/22/85	325.180 5/16/86
AFRO-SHEEN	Tanzania	15838 4/15/75	B15838 4/17/74
AFRO-SHEEN	Trinidad & Tobago	17,723 8/29/88	

Johnson Products Co., Inc. Status List
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
AFRO-SHEEN	U.K.	1144725	B1144725 11/28/80
AFRO-SHEEN	Venezuela	108 1/9/87	
AFRO-SHEEN	Zaire	05062/76 6/22/76	4303/C 6/22/76
AFRO-SHEEN	Zambia	142/83 7/6/83	B.142/83 2/1/85
AFRO-SHEEN	Zimbabwe	422/83 8/16/83	
AFRO SHEEN	United States	72/426,788 (6/9/72)	982,972 (4/30/74)
AFRO-SHEEN CLEAN SHAVE WITH BUMP PROTECTION	United States	75/233,208 11/29/97	
AFRO SOFT	Zambia	141/83 7/6/83	B.141,83 2/1/85
AFRO SOFT	Zimbabwe	423/83 8/16/83	
BANTU	United States	166,173 (4/13/78)	1,126,316 (10/30/79)
Eye & Wheat Design (BANTU)	United States	209,420 (3/29/79)	1,146,790 (2/10/81)

Johnson Products Co., Inc. Status List

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
Eye and Wheat Design (BANTU)	United States	73/209,419 (3/29/79)	1,146,789 (2/10/81)
BLACK TIE	United States	72/133,192 (12/4/61)	757,879 (10/1/63)
BLACK TIE	Canada	391,334 2/10/75	217,975 12/24/76
BLACK TIE	Jamaica	3/1410 2/5/76	B17,810 10/21/77
BLACK TIE	O.A.P.I.	70,014 2/3/80	19,980 6/16/81
BLACK TIE	U.K.	1058237 2/3/76	1058237 10/26/77
BLACK TIE	United States	73/058,249 (7/21/75)	1,037,770 (4/13/76)
BLACK TIE	United States	73/074,776 (1/19/76)	1,052,207 (11/9/76)
CLASSY CURL	United States	73/274,900 (8/20/80)	1,225,663 (2/1/83)
CLASSY CURL	Bophuthatswana	5/30/83	83/0390 1/7/85
CLASSY CURL	Botswana		S.A. 8878 3/22/85

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
CLASSY CURL	Brazil	818,119,179 10/27/94	
CLASSY CURL	Egypt	79,476 3/23/91	79,476 8/4/93
CLASSY CURL	Lesotho		93/00693 5/24/83
CLASSY CURL	Namibia	5/24/83	83/0465 12/9/83
CLASSY CURL	Panama	53,692 6/19/90	53,692 8/27/91
CLASSY CURL	Saudi Arabia	11352 5/2/90	230/83 12/23/90
CLASSY CURL	South Africa	5/24/83	83/3194 9/14/84
CLASSY CURL	Swaziland		191/1985(S A) 4/26/85
CLASSY CURL	Transkei	6/6/83	83/0434 3/22/84
CLASSY CURL	Trinidad & Tobago	17,724 8/29/88	
CLASSY CURL	Venda	83/0322 5/31/83	83/0322 9/5/85

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
CLASSY CURL	Zambia	140/83 7/6/83	140/83 1/29/85
CLASSY CURL	United States	73/362,635 (5/3/82)	1,274,711 (4/24/84)
CLEAN SHAVE	United States	75/277,820 4/21/97	2,155,878 5/5/98
COLOR ALERT	United States	486,169 (6/20/84)	1,471,859 (1/12/88)
COLOR ALERT	United States	562,690 (10/11/85)	1,532,525 (4/4/89)
CURL RELOCK (stylized)	United States	73/346,392 (1/19/82)	1,254,232 (10/18/83)
CUSTOM BLENDS	United States	72/238,966 (2/16/66)	824,590 (2/1/67)
DELIVERANCE	United States	73/196,520 (12/11/78)	1,143,829 (11/23/80)
DUO TEX	United States	73/008,554 (12/10/73)	996,025 (10/22/74)
EMBRACE	United States	73/196,394 (12/11/78)	1,222,271 (1/4/83)
FIRST CLASS AFFAIRS	United States	73/217,979 (6/1/79)	1,169,796 (9/22/81)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
GENTLE-TREATMENT	United States	73/292,991 (1/14/81)	1,277,666 (5/15/84)
GENTLE TREATMENT	Bophuthatswana	5/30/83	B83/0388 1/7/85
GENTLE TREATMENT	Botswana		S.A. 8876 3/22/85
GENTLE TREATMENT	Brazil	818,997,842 1/9/96	
GENTLE TREATMENT	Canada	604,937 4/14/88	378,676 1/25/91
GENTLE TREATMENT	Egypt	79,475 3/23/91	79,475
GENTLE TREATMENT	Jamaica	3/2613 1/4/90	
GENTLE TREATMENT	Lesotho		93/00692 5/24/83
GENTLE TREATMENT	Namibia	5/24/83	83/0463 1/6/84
GENTLE TREATMENT	Panama	44.301 5/21/87	44.301 4/19/88
GENTLE TREATMENT	Saudi Arabia	11351 5/2/90	230/82 12/23/90

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
GENTLE TREATMENT	South Africa	5/24/83	B83/3192 9/14/84
GENTLE TREATMENT	Swaziland		189/1985 (SA) 4/26/85
GENTLE TREATMENT	Transkei	6/6/83	B83/0432 3/21/84
GENTLE TREATMENT	Venda	83/0320 5/31/83	B83/0320 5/31/83
GENTLE TREATMENT	Zaire	0612/83 7/26/83	4307/C 7/26/83
GENTLE TREATMENT	Zambia	138/83 7/6/83	138/83 1/7/85
GENTLE-TREATMENT	United States	73/539,841 (5/28/85)	1,376,790 (1/7/86)
GENTLE-TREATMENT	United States	75/318,978 (7/3/97)	
GREAT BEAUTIFUL BLACK WOMEN (Supplemental Register)	United States	73/187,851 (10/2/78)	1,483,533 (3/17/81)
GT	United States	74/349,917 (12/30/92)	1,882,755 (3/7/95)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
GT FOR MEN & Design	United States	74/409,156 (7/2/93)	1,829,145 (5/4/95)
HAIRLIGHTS	United States	73/250,322 (2/15/80)	1,248,065 (8/16/83)
Jar Design	United States	73/011,226 (1/17/74)	1,111,575 (1/23/79)
JOAN B.	United States	73/260,015 (4/28/80)	1,191,974 (3/16/82)
JOHNSON'S	Ghana	5/27/75	
JOHNSON'S	Italy	17,506 3/11/75	316,246 7/31/79
JOHNSON'S	Liberia		11490/458 4/11/75
JOHNSON'S	O.A.P.I.	65,169 6/3/75	15,123 7/26/76
JOHNSON'S	Sierra Leone	5/15/75	10000 8/25/76
JOHNSON'S AFRO SHEEN	Nigeria	2/7/73	23,695 11/17/76
JP & Design	United States	439,388 (10/25/72)	970,940 (10/16/73)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
JP & Design	United States	72/426,787 (6/9/72)	974,463 (12/4/73)
JP & Design	Nigeria	2/7/73	23,692 1/18/77
JP & Design	United States	72/426,786 (6/9/72)	988,557 (7/16/74)
KOVADO	United States	72/266,547 (3/13/67)	852,897 (7/16/68)
KOVADO	United States	73/229,266 (8/27/79)	1,151,388 (4/21/81)
LIGHT TOUCH	United States	73/809,510 (6/28/89)	1,673,951 (2/4/92)
LIP ELIXIR	United States	73/202,208 (2/1/79)	1,176,759 (11/10/81)
LIP SHEEN	United States	73/202,211 (2/1/79)	1,179,698 (12/1/81)
Lotus Flower Blossom Design	United States	316,871 (6/29/81)	1,239,090 (5/24/83)
MELLOW TOUCH	United States	73/399,635 (10/6/82)	1,275,703 (5/1/84)
MIDNIGHT MUSK	United States	73/217,981 (6/1/79)	1,157,821 (6/23/81)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
MOISTURE FORMULA & Lotus Flower Blossom Design	United States	73/316,870 (6/29/81)	1,259,725 (12/6/83)
PERFECT PERFORMANCE	United States	74/709,980 8/2/95	
PERFECT RESPONSE	United States	75/113,928 6/4/96	2,141,448 3/3/98
PERFECT SHEEN	United States	75/438,879 2/23/98	
POSTIVELY BEAUTIFUL	United States	286,987 (11/20/80)	1,249,475 (8/23/83)
POSNER & Design	United States	551,203 (8/1/85)	1,385,676 (3/11/86)
POSNER	United States	234,896 (7/14/81)	1,160,559 (10/12/79)
POSNER	Brazil	818,119,195 10/27/94	
POSNER	France	97/697350 10/1/97	
POSNER	Panama		029079 7/14/81
POSNER'S	Canada	308.784 11/6/67	175,909 5/7/71

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
POSNER'S	Ghana	N/A	N/A 11/26/91
POSNER'S	Jamaica		21,776 8/21/94
POSNER'S	South Africa	B64/1776 5/26/64	B64/1776 1/26/65
POSNERS BERGAMOT & Design	United States	71/658,319 (12/21/53)	607,155 (6/7/55)
POSNER'S BERGAMOT & Design	South Africa	64/2746 8/5/64	64/2746 8/1/67
POSNER BERGAMOT CONDITIONER & HAIR GROOM	O.A.P.I.	20,765 9/20/80	20,765 N/A
POSNER COCONUT OIL HAIR CONDITIONER	O.A.P.I.	20,761 9/20/80	20,761 N/A
POSNER LIGHT TOUCH HAIR CONDITIONER & GROOM	O.A.P.I.	20,762 9/20/80	20,762 N/A
PRECISE	Canada	534,773 1/15/85	350,458 2/27/89
PRECISE	Egypt	79,477 3/23/91	79,477 10/28/93
PRECISE	Trinidad & Tobago	17,772 8/29/88	17,772 1/7/92

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
PRECISE	Zaire	NP/01/EXT/88 1/7/88	1313/88 1/7/88
PP (Stylized)	United States	74/626,110 1/26/95	
PP & Design	United States	75/240,026 2/11/97	2,134,361 2/3/98
PPWS & Design	United States	73/546,905 (7/8/85)	1,387,950 (4/1/86)
REGENER-IT	United States	73/229,073 (8/27/79)	1,191,967 (3/16/82)
REJUVATONE	United States	72/126,473 (8/22/61)	733,923 (7/3/62)
REJUVATONE	Brazil	818,119,209 10/27/94	
RELAXER REPAIR	United States	229,008 (8/27/79)	1,159,638 (7/7/81)
RINSE-N-SET	United States	150,206 (7/30/62)	770,943 (6/2/64)
RINSE-N-SET	United States	73/444,964 (1/2/73)	970,944 (10/16/73)
RUB-ON	United States	Common Law Only	

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TRADEMARK
REEL: 1760 FRAME: 0417

SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
SALON SUPREME	United States	73/252,644 (3/3/80)	1,177,734 (11/17/81)
SENSITIVE BY NATURE	United States	74/709,981 (8/2/95)	2,033,056 (1/21/97)
SOCIAL AFFAIRS	United States	217,908 (6/1/79)	1,164,295 (8/11/81)
SO FREE	United States	73/202,209 (2/1/79)	1,146,995 (2/17/81)
SOFT TOUCH & Design	United States	71/632,118 (7/3/52)	572,712 (3/3 1/53)
SOFT TOUCH & Design	United States	74/007,862 (12/4/89)	1,674,733 (2/11/92)
SOFT TOUCH	Saudi Arabia	11350 5/2/90	230/81 12/23/90
SPECIAL BLEND	United States	73/441,193 (8/26/83)	1,368,400 (10/29/85)
STA-SOF-FRO	United States	73/002,419 (10/1/73)	1,007,236 (3/25/75)
STA-SOF-FRO	Barbados	9/15/81	81/1343 2/1/82
STA-SOF-FRO	Bermuda	9/15/81	B9603 10/25/82

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TRADEMARK
REEL: 1760 FRAME: 0418

SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
STA-SOF-FRO	Brazil	818,119,187 10/27/94	
STA-SOF-FRO	Canada	476,684 10/9/81	270,076 6/11/82
STA-SOF-FRO	Costa Rica	3/1/89	69,594 7/14/89
STA-SOF-FRO	Jamaica	2/4/82	B20,756 8/19/85
TENDER TREATMENT	United States	73/196,295 (12/11/78)	1,214,562 (11/2/82)
TIME CONTROL RENEWAL COMPLEX	United States	75/113,930 6/4/96	
TRUE SKIN	United States	75/113,948 6/4/96	
ULTRA CURL	United States	73/408,138 (10/4/82)	1,297,326 (9/25/84)
ULTRA CURL	Zambia	139/83 7/6/83	139/83 1/7/85
ULTRA CURL	United States	476,160 (4/19/84)	1,354,861 (8/20/85)
ULTRA PRECISE	United States	245,066 (1/7/80)	1,178,623 (11/17/81)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA PRECISE	United States	245,067 (1/7/80)	1,178,560 (11/17/81)
ULTRA PRECISE	United States	245,068 (1/7/80)	1,179,086 (11/24/81)
ULTRA PRECISE & Design	United States	245,065 (1/7/80)	1,179,085 (11/24/81)
ULTRA PRECISE & Design	United States	245,064 (1/7/80)	1,178,622 (11/17/81)
ULTRA PRECISE & Design	United States	245,136 (1/7/80)	1,178,561 (11/17/81)
ULTRA PRESS	United States	73/197,655 (12/20/78)	1,168,844 (9/15/81)
ULTRA PRESS	United States	197,654 (12/20/78)	1,152,218 (4/28/81)
ULTRA SHEEN	United States	72/410,723 (12/20/71)	953,827 (2/20/73)
ULTRA SHEEN	United States	72/410,724 (12/20/71)	968,329 (9/11/73)
ULTRA SHEEN	United States	73/050,424 (4/24/75)	1,043,225 (7/13/76)
ULTRA SHEEN	United States	72/051,021 (5/5/58)	681,947 (7/14/59)

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN	Argentina	1,024,043 4/29/75	1,404,951 8/20/75
ULTRA SHEEN	Bahamas	8321 11/13/75	8321 11/24/75
ULTRA SHEEN	Barbados	5956 10/27/75	5956 2/3/76
ULTRA SHEEN	Benelux	35,502 2/6/75	332,146 7/31/75
ULTRA SHEEN	Bermuda	8/11/76	B8057 4/25/77
ULTRA SHEEN	Bophuthatswana	9/15/72	72/4735
ULTRA SHEEN	Botswana		S.A. 7676 8/29/83
ULTRA SHEEN	Canada	381,841 1/7/95	236,328 10/5/79
ULTRA SHEEN	Colombia	95/060,898 12/21/95	
ULTRA SHEEN	Dominican Republic	3/18/75	23,933 3/21/75
ULTRA SHEEN	Egypt	79,473 3/23/89	79,473 7/4/94

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN	El Salvador	69/92 7/25/75	69/92 1/29/82
ULTRA SHEEN	France	187,217 3/6/75	1,301,320 3/6/75
ULTRA SHEEN	Ghana	9743A 5/27/75	
ULTRA SHEEN	Guatemala	5521 9/17/75	31,779 1/21/77
ULTRA SHEEN	Haiti		301-Reg. 105 2/3/76
ULTRA SHEEN	Honduras	11/8/88	60,398 8/30/94
ULTRA SHEEN	Italy	17,498 3/10/75	315,568 5/21/79
ULTRA SHEEN	Jamaica	3/1358 3/11/75	17,542 3/28/77
ULTRA SHEEN	Japan	05-053571 6/1/93	
ULTRA SHEEN	Kenya	21,705 2/4/75	B21,705 11/26/75
ULTRA SHEEN	Lesotho		92/00657 10/24/83

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN	Liberia		11490/460 4/11/75
ULTRA SHEEN	Mexico	59,096 3/17/89	373,670 3/12/90
ULTRA SHEEN	Namibia	7/29/82	82/0761 6/23/83
ULTRA SHEEN	Netherland- Antilles	2/25/76	9828 4/13/76
ULTRA SHEEN	Nigeria	2/7/73	23,693 11/17/76
ULTRA SHEEN	O.A.P.I.	65,174 6/3/75	15,128 7/26/76
ULTRA SHEEN	O.A.P.I.	77,021 3/13/87	27,103
ULTRA SHEEN	Panama	13,271 5/21/70	13,298 3/15/71
ULTRA SHEEN	Panama	6/3/75	20,479 5/20/76
ULTRA SHEEN	Puerto Rico	5994 (10/10/95)	
ULTRA SHEEN	Panama	69,624 2/4/94	69,624 7/3/95

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN	Saudi Arabia	11349 5/2/90	230/80 12/23/90
ULTRA SHEEN	Sierra Leone	5/15/75	10001 8/11/76
ULTRA SHEEN	South Africa	9/15/72	72/4735
ULTRA SHEEN	Surinam	2/4/75	8774 5/9/75
ULTRA SHEEN	Swaziland		302/1983 8/12/83
ULTRA SHEEN	Taiwan	(74)44054 10/22/85	325,179 5/16/86
ULTRA SHEEN	Tanzania	15839 4/15/75	B15839 4/17/75
ULTRA SHEEN	Transkei	9/15/72	72/4735
ULTRA SHEEN	Trinidad & Tobago	17,725 8/29/88	
ULTRA SHEEN	U.K.	1144726 11/28/80	1144726 11/28/80
ULTRA SHEEN	Venda		72/4735 9/15/82

Johnson Products Co., Inc. Status List
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN	Zaire	05060/76 6/22/76	4305/C 6/22/76
ULTRA SHEEN	Zambia	137/83 7/6/83	137/83 1/7/85
ULTRA SHEEN FACIAL FASHIONS	Nigeria	2/7/73	23,696 11/17/76
ULTRA SHEEN GRO NATURAL TREATMENT	United States	74/711,592 8/7/95	
ULTRA SHEEN GRO NATURAL GEL TREATMENT	United States	74/711,591 8/7/95	
ULTRA SHEEN ULTIMATE	United States	229,071 8/27/79	1,191,484 (3/9/82)
ULTRA SHEEN'S PRECISE (Stylized)	United States	252,290 3/3/80	1,312,923 (1/8/85)
ULTRA SHEEN'S PRECISE (Stylized)	Indonesia	027017 12/11/97	
ULTRA SHEEN'S PRECISE	United States	73/252,262 3/3/80	1,312,922 (1/8/85)
ULTRA SHEEN'S PRECISE	South Africa	97/16879 11/4/97	
ULTRA SHEEN SUPREME	United States	73/229,056 8/27/79	1,190,376 2/23/82

Johnson Products Co., Inc. Status List

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA SHEEN ULTIMATE	United States	73/229,071 8/27/79	1,191,484 3/9/82
ULTRA SHIELD	United States	74/062,316 5/24/90	1,635,410 (8/13/91)
ULTRA STAR	United States	596,929 5/5/86	1,419,689 (12/9/86)
ULTRA STAR	Egypt	79,474 3/23/91	79,474 8/4/93
ULTRA STAR	Panama	44.302 5/21/87	44.302 5/9/90
ULTRA STAR	South Africa	94/12,052 11/3/94	
ULTRA STAR	U.K.	1321126 9/11/87	B1321126 9/11/87
ULTRA STAR	Venezuela	112 1/9/87	141,655 3/4/91
ULTRA WAVE	United States	72/118,696 4/26/61	738,000 (9/18/62)
ULTRA WAVE	United States	72/367,453 8/7/70	918,675 (8/17/71)
ULTRA WAVE	United States	72/410,725 12/20/71	972,010 (10/30/73)

Johnson Products Co., Inc. Status List

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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA WAVE (Stylized)	United States	71/672,157 8/24/54	608,913 (7/12/55)
ULTRA WAVE (Stylized)	Bophuthatswana	5/30/83	83/0392 10/25/84
ULTRA WAVE (Stylized)	Botswana		S.A. 8879 3/22/85
ULTRA WAVE (Stylized)	Lesotho		93/00694 5/24/83
ULTRA WAVE (Stylized)	Namibia	5/24/83	83/0467 11/30/83
ULTRA WAVE (Stylized)	Nigeria	2/7/73	23,694 11/17/76
ULTRA WAVE (Stylized)	Panama	13,337 5/21/70	13,337 3/15/71
ULTRA WAVE (Stylized)	South Africa	5/24/83	83/3196 8/17/84
ULTRA WAVE (Stylized)	Swaziland		192/1985 (SA) 4/26/85
ULTRA WAVE (Stylized)	Transkei	6/6/83	83/0436 3/22/84
ULTRA WAVE (Stylized)	Venda	83/0324 5/31/83	83/0324 5/31/83

Johnson Products Co., Inc. Status List
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SECTION 2.15 (a)

JOHNSON PRODUCTS CO., INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ULTRA WAVE (Stylized)	Zambia	143/83 7/6/83	B.143/83 2/1/85
WHERE RESEARCH BRINGS BEAUTY TO LIFE	United States	73/426,410 5/18/83	1,339,893 (6/11/85)
WHITE TIE	United States	153,419 12/27/77	1,124,814 (9/11/79)
Head Design	Brazil		812.033.23 0 11/4/86
Head Design	Brazil		812.033.24 8 11/4/86

SECTION 2.15(a)

IMAN - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
IMAN	United States	75/975,203 (1/10/94)	1,994,241 (8/13/96)
IMAN	Argentina		
IMAN	Aruba*	IM-980317.17 3/10/98	19035 4/16/98
IMAN	Bahamas*	20,178 12/2/97	
IMAN	Benelux*	903593 10/27/97	
IMAN	Bermuda*	29326 11/21/97	
IMAN	Brazil		
IMAN	Canada		
IMAN	Chile	274741 5/20/94	492997 9/8/97
IMAN	Colombia		
IMAN	Cuba*	1798/97 11/7/97	

Zman, Inc. Status List

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*Filed under Johnson Products' name - to be assigned to Zman, Inc. upon registration.

The remaining marks are owned by Zman, Inc. and are used by Johnson Products Co., Inc. pursuant to an exclusive license agreement dated November 8, 1995.

SECTION 2.15(a)

IMAN - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
IMAN	Egypt*	110676 10/29/97	
IMAN	France		
IMAN	India		
IMAN	Ireland*	97/4030 10/30/97	
IMAN	Jamaica*	3/3667 11/4/97	
IMAN	Japan*	116,291 of 1997 5/13/97	
IMAN	Kuwait	38799 1/24/98	
IMAN	Mexico*	312794 10/31/97	
IMAN	Puerto Rico	12/29/97	
IMAN	Russia*	97704550 1/4/97	
IMAN	Saudi Arabia		

Zman, Inc. Status List

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SECTION 2.15(a)

IMAN - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
IMAN	South Korea*	97.18646 4/24/97	
IMAN	Switzerland*	08554/1997 10/27/97	
IMAN	U.A.E.		
IMAN	U.K.		
IMAN	U.S. Virgin Islands	1/7/98	
IMAN	United States	74/478,130 (1/10/94)	
IMAN	United States	75/976,225 (1/10/94)	
IMAN	United States	75/211,920 (12/12/96)	
I IMAN (Stylized)	United States	75/211,920 (12/12/96)	
IMAN HAIR RELAXER AND COLOR SYSTEM	United States	75/440,236 (2/25/98)	

Zman, Inc. Status List

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*Filed under Johnson Products' name - to be assigned to Zman, Inc. upon registration.

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SECTION 2.15(a)
FLORI ROBERTS, INC. - TRADEMARK STATUS LIST

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
ASHANTI	United States	74/383,902 (4/29/93)	1,834,284 (5/3/94)
BRUSH-A-TAN	United States	73/816,520 (8/2/89)	1,584,269 (2/27/90)
BRUSH-A-TAN	Australia	535,573 (6/4/90)	B535,573 (6/4/90)
BRUSH-A-TAN	Benelux	746,902 (5/30/90)	481,314 (5/30/90)
BRUSH-A-TAN	Canada	658,995 (5/31/90)	384,991 (5/24/91)
CHROMATONE	United States	321,248 (7/29/81)	1,234,213 (4/12/83)
CHROMATONE	Indonesia		335,515 (5/26/95)
CLEAR ATTITUDE	United States	Pending	
COLORES PARA TI	United States	74/425,628 (8/9/93)	1,920,634 (9/19/95)
COMPLEXION CONFIDENCE	United States	Common Law Only	
DERMABLEND	United States	73/381,177 (8/23/82)	1,282,015 (6/19/84)
DERMABLEND	Argentina	1,705,964 (9/29/89)	1,371,714 (1/30/90)

Flori Roberts, Inc. Status List

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TRADEMARK
 REEL: 1760 FRAME: 0432

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	Australia	343647 10/15/85	A343647 (10/15/85)
DERMABLEND	Austria	AM 370/89 (1/30/89)	125,303 (5/19/89)
DERMABLEND	Bahamas	13,582 (9/20/89)	13,582 (9/19/89)
DERMABLEND	Bahrain	792/94 (5/7/94)	TM17691 (3/17/96)
DERMABLEND	Barbados	Pending	
DERMABLEND	Belarus	971762 (10/23/97)	
DERMABLEND	Benelux	665.122 (4/12/84)	400,099 (4/12/84)
DERMABLEND	Bermuda	20,517 (8/25/89)	20517 (8/25/89)
DERMABLEND	Bolivia	N/A 12/5/91	C54.659 (4/16/93)
DERMABLEND	Brazil	814623735 (12/13/88)	814623735 (9/25/90)
DERMABLEND	Canada	502,917 5/6/97	299,180 (1/18/85)
DERMABLEND	Chile	380,576 6/17/97	492,273 (8/26/97)
DERMABLEND	China	90025803 (7/2/90)	557,617 (7/10/91)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	Colombia	303,798 (6/8/89)	
DERMABLEND	Costa Rica		89,317 (11/18/94)
DERMABLEND	Cuba	1628/97 (10/17/97)	
DERMABLEND	Denmark	0679/1989 (1/31/89)	3385/1990 (6/1/90)
DERMABLEND	Egypt	76,998 (4/17/90)	76,998 (10/30/94)
DERMABLEND	Finland	408/89 (1/27/89)	110,292 (1/7/91)
DERMABLEND	France	914,420 (3/18/88)	1,455,124 (3/18/88)
DERMABLEND	Germany	F42811/3WZ (8/10/93)	2080670 (10/13/94)
DERMABLEND	Great Britain	B1,190,178 (2/9/83)	B1,190,178 (2/9/83)
DERMABLEND	Greece	80,869 (9/26/85)	80,869 (4/18/88)
DERBABLEND	Haiti		375 Reg. 110 (4/27/97)
DERMABLEND	Hong Kong	7877 of 1998 (12/6/88)	B2016 of 1990 (12/6/88)
DERMABLEND	Indonesia	3/27/89	262.033 (8/23/90)

Flori Roberts, Inc. Status List
As of June 8, 1998
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	Ireland	97/3839 (10/16/97)	
DERMABLEND	Israel	67,254 (9/10/87)	67,254 (7/22/91)
DERMABLEND	Italy	M195C 005302 (5/23/95)	727,131 (9/26/97)
DERMABLEND	Jamaica	3/2247 (7/21/86)	B23.557 (1/4/93)
DERMABLEND	Japan	141,091 of 1987 (12/17/87)	2,315,610 (6/28/91)
DERMABLEND	Japan	34,923 of 1997 (4/11/97)	
DERMABLEND	Jordan	27,964 (7/31/90)	26,349 (7/31/90)
DERMABLEND	Kazakhstan	Pending	
DERMABLEND	Kenya	40714 (8/17/93)	40714 8/17/93
DERMABLEND	Kuwait	20,105 (4/30/87)	18,842 (4/30/87)
DERMABLEND	Lebanon	185/92520 (3/11/93)	
DERMABLEND	Malaysia	89/01751 (3/23/89)	89/01751 (3/23/89)
DERMABLEND	Mexico	210,571 (9/1/94)	477,431 (10/20/94)
DERMABLEND	Netherland-Antilles	R.166 (5/17/83)	12,924 (6/23/83)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	New Zealand	B161,181 (9/20/85)	B161,181 (9/20/85)
DERMABLEND	Nigeria	TP.3847/88/4 (4/6/88)	49591 (4/6/88)
DERMABLEND	Norway	852,832 (7/31/85)	125646 (9/30/86)
DERMABLEND	O.A.P.I.	26,959 1/16/87	76,874 1/16/87
DERMABLEND	Oman	9,669 (4/2/94)	
DERMABLEND	Panama	051,710 (1/10/90)	51,710 (11/5/90)
DERMABLEND	Peru	202,685 (5/8/92)	99423 (9/23/92)
DERMABLEND	Philippines	52113 (9/2/83)	41,902 (11/28/88)
DERMABLEND	Poland	Z-124,134 (8/16/93)	86024 (7/5/95)
DERMABLEND	Portugal	253,006 (1/31/89)	253,006 (6/6/91)
DERMABLEND	Puerto Rico		26,651 (1/10/86)
DERMABLEND	Qatar	11,789 (4/10/94)	
DERMABLEND	Russia	9671634150 (12/9/96)	

Flori Roberts, Inc. Status List
As of June 8, 1998
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	Saudi Arabia	9654 (8/15/89)	215/93 (8/15/89)
DERMABLEND	Singapore	4740/84 (9/8/84)	B4740/84 (9/8/84)
DERMABLEND	South Africa		83/5891 (8/19/83)
DERMABLEND	South Korea	3,299/1989 (2/14/89)	191,862 (5/18/90)
DERMABLEND	Spain	1,300,871 (2/8/89)	1,300,871 4/5/91
DERMABLEND	Surinam	12,512 7/13/89	12,512 (7/13/89)
DERMABLEND	Sweden	89-00914 (1/31/89)	223,003 (4/19/91)
DERMABLEND	Switzerland	2124 (3/16/89)	374,197 (1/11/90)
DERMABLEND	Taiwan	(77)36812 (8/10/88)	436,210 (2/16/91)
DERMABLEND	Thailand	179,825 (8/18/88)	133,549 (8/18/88)
DERMABLEND	Trinidad & Tobago	14,068 (5/24/83)	B14,068 (10/9/86)
DERMABLEND	Turkey	11/1/89	114,762 (11/1/89)
DERMABLEND	Ukraine	97103274 (10/23/97)	

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
DERMABLEND	United Arab Emirates	7659 (9/4/94)	7257 (12/14/96)
DERMABLEND	United Kingdom	B1,190,178 (2/9/83)	B1,190,178 (2/9/83)
DERMABLEND	Uruguay	235.359 (2/6/90)	235.359 (11/7/90)
DERMABLEND	Venezuela	12,772 (7/19/88)	
DERMABLEND	Vietnam	6193 (2/29/92)	5661 (8/27/92)
DERMABLEND	Virgin Islands (US)		5,485 (8/3/87)
DERMABLEND ACTIVE	United States	75/013,579 (10/24/95)	2,070,695 (6/10/97)
DERMABLEND A ACTIVE	United States	75/074,237 (3/18/96)	2,157,342 5/12/98
DERMABLEND CORRECTIVE COSMETICS	United States	74/121,821 (12/10/90)	1,707,669 (8/18/92)
DERMABLEND QUICK-FLX	United States	74/101,860 (10/1/90)	1,721,034 (9/29/92)
DESIGN (ASHANTI)	United States	75/023,253 (11/22/95)	2,010,157 (10/22/96)
FLORI ROBERTS	United States	73/046,579 (3/13/75)	1,051,060 (10/26/76)
FLORI ROBERTS	Argentina	1,705,963 (9/29/89)	1,423,327 (3/31/93)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
FLORI ROBERTS	Aruba	92062213 (6/22/92)	15791 (8/14/92)
FLORI ROBERTS	Australia		B521,209 10/16/89
FLORI ROBERTS	Bahamas	13,559 (8/2/89)	13,559 (8/24/89)
FLORI ROBERTS	Bahrain	793/94 (5/7/94)	TM17692 (3/17/96)
FLORI ROBERTS	Barbados	Pending	
FLORI ROBERTS	Benelux	60,221 (10/15/87)	449,152 (10/15/87)
FLORI ROBERTS	Bermuda	20,518 (8/25/89)	20518 (8/25/89)
FLORI ROBERTS	Brazil	819,680,877 (12/10/96)	
FLORI ROBERTS	Canada	479,951 (12/18/81)	399,999 (7/10/92)
FLORI ROBERTS	Chile	139,298 (9/7/89)	364,771 (2/8/91)
FLORI ROBERTS	Colombia	315,153 (12/27/89)	187268 5/29/96
FLORI ROBERTS	Cuba	1571/97 (10/7/97)	
FLORI ROBERTS	Czech Republic	11/11/91	174463 (12/21/93)
FLORI ROBERTS	Egypt	110116 (9/30/97)	

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
FLORI ROBERTS	Finland	4657/89 (9/14/89)	143782 5/6/96
FLORI ROBERTS	France	941,807 (7/13/88)	1,477,347 (7/13/88)
FLORI ROBERTS	Gambia	5734 (6/83)	
FLORI ROBERTS	Haiti		374 Reg. 110 (4/27/97)
FLORI ROBERTS	Hong Kong	7783/89 (9/30/89)	
FLORI ROBERTS	Hungary	464/90 (2/2/90)	129,727 (2/2/90)
FLORI ROBERTS	Jamaica	3/2215 (5/7/86)	B24,881 (2/17/95)
FLORI ROBERTS	Japan	96,231 of 1989 (8/23/89)	2,524,296 (4/28/93)
FLORI ROBERTS	Kenya		30119 Part A (6/3/82)
FLORI ROBERTS	Kuwait	28,618 (4/25/94)	
FLORI ROBERTS	Lebanon	185/92511 (3/11/93)	
FLORI ROBERTS	Malaysia	90/00865 (2/6/90)	90/00865 (2/6/90)
FLORI ROBERTS	Mexico	75/244 (11/8/89)	409,221 (3/27/92)
FLORI ROBERTS	Morocco/Tangiers		7250 (10/2/89)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
FLORI ROBERTS	Netherland-Antilles		12,683 (11/10/82)
FLORI ROBERTS	New Zealand	199,665 (2/12/90)	199,665 (2/12/90)
FLORI ROBERTS	Nigeria		42000 (11/30/82)
FLORI ROBERTS	Norway	89,4502 (9/15/89)	153,342 (11/5/92)
FLORI ROBERTS	OAPI	73,145 (9/20/82)	23,098 (9/20/82)
FLORI ROBERTS	Oman	9670 (4/2/94)	
FLORI ROBERTS	Panama	31,505 (11/8/82)	31,505 (6/17/83)
FLORI ROBERTS	Poland	Z-91559 (6/25/90)	69903 (6/25/90)
FLORI ROBERTS	Portugal	247,892 (6/3/88)	247,892 (1/4/96)
FLORI ROBERTS	Puerto Rico	4/20/89	29,024 (10/3/89)
FLORI ROBERTS	Qatar	11,788 (4/10/94)	
FLORI ROBERTS	Saudi Arabia	42560 (2/14/98)	
FLORI ROBERTS	Singapore	4678/89 (7/24/89)	B4678/89 (7/24/89)
FLORI ROBERTS	Slovak Republic	64678.91	175314 (11/11/95)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
FLORI ROBERTS	South Africa		B78/0770 (2/15/78)
FLORI ROBERTS	South Africa	81/9401 (12/10/81)	B81/9401 (12/10/81)
FLORI ROBERTS	South Korea	21,731/1989 (8/28/89)	225,273 (11/4/91)
FLORI ROBERTS	Sweden	89-3803 (4/19/89)	266,446 (2/16/96)
FLORI ROBERTS	Taiwan	(78) 48381 (10/26/89)	00486763 (2/29/92)
FLORI ROBERTS	Trinidad & Tobago	13,438 (6/8/82)	B13,438 (2/13/89)
FLORI ROBERTS	United Arab Emirates	7658 (9/4/94)	
FLORI ROBERTS	United Kingdom		B1,163,937 (11/2/81)
FLORI ROBERTS	Uruguay	236.613 (4/5/90)	
FLORI ROBERTS	Venezuela	6695-82 (8/11/82)	
FLORI ROBERTS	Vietnam	6192 (2/29/92)	5660 (8/27/92)
FLORI ROBERTS	Virgin Islands	1/29/92	5808 (2/5/92)
FLORI ROBERTS	Zaire	NP123/EXT/90 (7/9/90)	2290/90 (7/9/90)
FLORI ROBERTS GOLD	United States	204,351 (2/21/79)	1,149,548 (3/31/81)

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TRADEMARK
REEL: 1760 FRAME: 0442

TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
FLORI ROBERTS GOLD	Canada	640,403 (9/14/89)	395,794 (3/20/92)
FLORI ROBERTS GOLD	France	92 406 386 (2/19/92)	92406386 (2/19/92)
FLORI ROBERTS GOLD	United Kingdom	1,174,275 (4/30/82)	B1,174,275 (4/30/82)
FOREVER NAILS	United States	73/557,171 (9/6/85)	1,391,290 (4/29/86)
FR (Logo)	United States	73/806,057 (6/12/89)	1,582,169 (2/13/90)
FR (Block Stylized)	Brazil	819,680,885 (12/10/96)	
FR (Script Stylized)	Brazil	819,680,893 (12/10/96)	
FR FLORI ROBERTS	Australia	521,209 (10/16/89)	B521,209 (10/16/89)
FR FLORI ROBERTS (Logo)	Hong Kong	2347/91 (4/13/91)	
FR FLORI ROBERTS GOLD (Stylized)	Australia	555,244 (5/2/91)	B555244 (5/2/91)
GLAMATONE	United States	73/777,334 (1/30/89)	1,558,720 (10/3/89)
GLAMATONE	Benelux	746,903 (5/30/90)	480,779 (5/30/90)
GLAMATONE	Canada	658,994 (5/31/90)	390,237 (11/15/91)

Flori Roberts, Inc. Status List
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TRADEMARK	COUNTRY	SERIAL NO. (FILING DATE)	REG. NO. (REG. DATE)
GLAMATONE	New Zealand	202,201 (5/30/90)	202201 (5/30/90)
GLAMATONE	United Kingdom	1,426,227 (5/24/90)	B1,426,227 (5/24/90)
GLAMATONE BODY-FIRM	United States	74/317,301 (9/24/92)	2,057,644 (4/29/97)
GLAMATONE BODY-FIRM	Brazil		
GOLDEN EXTRACT	United States	73/577,083 (1/10/86)	1,429,740 (2/24/87)
LEG & BODY PERFECTION KIT	United States	75/051,150 (1/31/96)	
MY EVERTHING CREME	United States	74/195,407 (8/16/91)	1,753,106 (2/16/93)
MY EVERTHING TREATMENT	United States	75/203,746 (11/25/96)	2,128,638 (1/13/98)
ORCHID DESIGN	United States	75/284,301 (4/30/97)	
PATTI	United States	Pending	
WRINKLE-FIX	United States	74/043,218 (3/27/90)	1,679,784 (3/17/92)
WRINKLE- SMOOTH	United States	74/100,701 (9/27/90)	1,721,033 (9/29/92)

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TRADEMARK
REEL: 1760 FRAME: 0444

SCHEDULE B

Trademarks

The Company has a security interest in the United States trademarks and registrations set forth below pursuant to the Trademark Security Agreement between the Company and T.C.M. Limited, dated as of March 31, 1995.

Registered Trademarks

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>
BOUNCIN N' BEHAVIN	U.S.	REGISTERED	1,572,776
CAPILLARY HAIR SOLUTION 9	U.S.	REGISTERED	1,351,227
CURLY PERM	BAHAMAS	REGISTERED	11,535
CURLY PERM	BARBADOS	REGISTERED	81/36
CURLY PERM	TRINIDAD	REGISTERED	816403
DOUBLE M DESIGN	BRAZIL	REGISTERED	812033191
DOUBLE M DESIGN	U.S.	REGISTERED	1,148,582
DOUBLE M DESIGN	U.S.	REGISTERED	1,551,052
ICP3* •INTENSIVE CORTEX	U.S.	REGISTERED	1,356,133
MEDI PLEX	U.S.	REGISTERED	1,221,367
MOXIE	BARBADOS	REGISTERED	81/1344
MOXIE	BERMUDA	REGISTERED	89386
MOXIE	BRAZIL	REGISTERED	812033205
MOXIE	CANADA	REGISTERED	281,037
MOXIE	JAMAICA	REGISTERED	19,982
MOXIE	U.S.	REGISTERED	1,327,817
PURESSIN	U.S.	REGISTERED	1,582,166
SALON SCENE	U.S.	REGISTERED	1,292,255
SOF N' FREE	BARBADOS	REGISTERED	81/1342
SOF N' FREE	BERMUDA	REGISTERED	89604
SOF N' FREE	BRAZIL	REGISTERED	812033221
SOF N' FREE	CANADA	REGISTERED	274,666
SOF N' FREE	JAMAICA	REGISTERED	820,755
SOF N' FREE plus Design	U.S.	REGISTERED	1,273,265
SOF N' FREE Stylized Logo	U.S.	REGISTERED	1,553,811
THE PEOPLE WHO KNOW YOUR HAIR AND CARE	U.S.	REGISTERED	1,024,334
TREATMENT PLUS	U.S.	REGISTERED	1,133,942
POSNER EASY WAVE	U.S.	REGISTERED	1,356,112

All other trademarks and trademark applications relating to the Registered Trademarks above.

Unregistered Trademarks
Applications Pending

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPL. NO.</u>
CURLY PERM	JAMAICA	APPLICATION	N/A
CURLY PERM	BERMUDA	APPLICATION	N/A
CURLY PERM	CANADA	APPLICATION	N/A
PP3	UNITED STATES	APPLICATION	N/A

Common Law Marks and Trade Names

M & M Products
M & M Products Co.
M & M Products Company
919 Normal
316 Xtra
09 Xtra

All other common law rights related to the Registered Trademarks.

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SCHEDULE C

Copyrights

Registered copyright of Johnson Products for Ultrasheen Cream Hair Relaxer Labels, Registration No. TX 2291790. Registered May 11, 1988

Registered copyright of Johnson Products for Hair Straightening Teaching Program, Registration No. A762377

SCHEDULE D

Licenses

- (a) The following distributors have the royalty-free right to use certain trade marks only in connection with the promotion, sale, and distribution of certain products in defined territories, in conformity with the terms of the applicable distribution agreement:

1. Brodie & Stone PLC (term: through 12/31/1999)
2. Cosmetic Cientifica Dermatologica Ltda. (term: through 3 years and 3 months after registration of products)
3. Mieva Consulting (Overseas) Ltd. (term: through 36 months after JPC's receipt of distributor's plan (agreement signed 5/1997))
4. Olympic Projects, Inc. (term: through 12/31/1999)
5. Sephytal, S.A. (term: through 5/31/2000)
6. Shuei Trading USA, Inc. (term: through 12/31/2000)
7. Nuetrolab B.I.C. Ltda.

Software license between Johnson Products and Datalogix, including Thoroughbred Report Writer, dated as of February 10, 1989

Celebrity endorsement agreement between Flori Roberts, Inc. and Paz, Inc., dated as of February 1, 1996

License agreement between Johnson Products and Dr. Isaac Willis, dated as of February 11, 1997 (notice of potential termination received on June 5, 1998)

License agreement between Johnson Products and the National Medical Association, dated as of January 1, 1997

License agreement between Posner Laboratories, Inc. and Lasco Distributors Limited, dated as of May 20, 1992

License agreement between Wu-Wear, Inc., Patricia M. Meyer and WuT. Products, Inc. commencing as of August 1, 1997

License agreement between Johnson Products and Zman, Inc., dated as of November, 1995

Patent license agreement between Johnson Products, Arthur Matney Company, Inc. and Arthur Matney, dated as of March 1, 1995

Asset purchase agreement between Johnson Products and Cosmetic Marketing Group, dated as of November 8, 1995

Asset purchase agreement between Johnson Products and Posner Industries, Inc., dated as of January 3, 1994

Pursuant to the Trademark Security Agreement between Johnson Products and T.C.M. Limited, dated as of March 31, 1995, Johnson Products has a security interest in the United States trademarks and registrations thereof set forth on Attachment 2.15(b)

- (b) Trademark and Patent Oppositions:

1. Johnson Products opposes registration by Vargas Reengenharia Industrializa Commercializ of the mark AFRO SHEEN in Brazil – pending
2. Johnson Products opposes registration by Quroum International Ltd. of the mark PRECIS DERMALOGICS in Canada – pending
3. Johnson Products opposed registration by Shiseido Co., Ltd. of the mark ZOTOS GENTLE TEXTURE in the U.S. – settled
4. Johnson Products is alleging that the sale by Pro-line Corporation of certain hair relaxer products infringes on two of Johnson Products's patents
5. Johnson Products's property was the subject of a cancellation proceeding by IMS Cosmetics of the mark SOFT TOUCH in U.S. – settled
6. Johnson Products opposes registration by Johnson & Johnson of the mark JOHNSON's in the U.S. – settlement pending
7. Flori Roberts opposed registration by Neostrata Company, Inc. of the mark COVERBLEND in U.S. – settled
8. Flori Roberts opposed registration by IDB holding S.p.A. of the mark DERMA*S*CREEN in Spain – settlement pending
9. Flori Roberts and Societa Italo-Britannica, L. Manetti Roberts-H. Roberts & Cie. ("Manetti") were engaged in a series of trademark oppositions, cancellations and infringement proceedings in several dozen countries, including the United States involving the FLORI ROBERTS and FLORI ROBERTS GOLD trademarks and a family of "ROBERTS" trademarks owned by Manetti – settled
10. Johnson Products is trying to oppose a published application owned by Cedar Agencies, S.A. for GENTLE TREATMENT in Cuba for goods in Int. Class 3 – pending
11. Johnson Products petitioned to cancel a registration owned by Posner Industries for PERFECT PERFORMANCE – registration cancelled
12. Chanel opposed the registration of the mark Complexion Confidence – settled