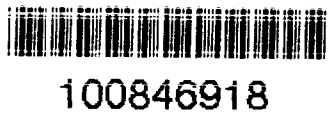


MRD 9-18-

10-09-1998

RECEIVED
 SEP 18 1998
 Docket No.: 014951/0123 (Carson)

FORM PTO-1594 (Modified)
 (Rev. 6-93)
 OMB No. 0651-0011 (exp. 4/94)
 Copyright 1994-97 LegalStar
 TM05/REV03



100846918

Tab settings → → → ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
IVAX CORPORATION
4400 BISCAYNE BOULEVARD
MIAMI, FLORIDA 33137

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Foothill Capital Corporation, as collateral agent**

Internal Address: _____

Street Address: **11111 Santa Monica Boulevard**

City: **Los Angeles** State: **CA** ZIP: **90025**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **CALIFORNIA**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Assignment of Security Interest Agreement**

Execution Date: **effective as of 08271998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

Additional numbers

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Yes No

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

Name: **JOSHUA R. BRESSLER, ESQ.**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:..... **115**

7. Total fee (37 CFR 3.41):.....\$ **\$2,890.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

10/09/1998 BNGUYEN 00000004 2021132
 01 FC:481 40.00 OP
 02 FC:482 2850.00 OP

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.

JOSHUA R. BRESSLER *[Signature]* **September 16, 1998**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **18** TRADEMARK

REEL: 1795 FRAME: 0182

SCHEDULE OF TRADEMARKS

CARSON PRODUCTS COMPANY

<u>TRADEMARKS</u>	<u>REGISTRATION NO./ SERIAL NO.</u>
BEAUTIFUL BEGINNINGS	2021132
BEAUTIFUL BEGINNINGS	2153794
BEAUTIFUL BEGINNINGS	75/282635**
CARSON	988772
CARSON COMPOSITIONS	75/262930**
CC	75/262933**
COLOR TALK	2096879
COMFORT PLUS	2033838
CONDITIONING MOISTURE BEADS	75/404534**
DARK & LOVELY	1393705
DARK & LOVELY	1115486
DARK & LOVELY (DESIGN)	1394953
DARK & LOVELY	75/241014**
DARK & LOVELY	1067043
DARK & LOVELY 24HR THERAPY	2040359
DARK & LOVELY COLOR CARE	2008134
DARK & LOVELY EXCELLE	1364052
DARK & LOVELY EXCELLE	75/285126**
DARK & LOVELY EXCELLE SALON	75/232105**
PERFORMANCE NO-LYE	
CONDITIONING RELAXER SYSTEM	
DARK & LOVELY GENTLE COLORS	75/191543**
DARK & LOVELY PLUS	1457099
DARK & LOVELY QUIK FREEZE	2005138
DARK & LOVELY RESTORE & REPAIR	2035777
DARK & LOVELY REVIVING COLORS	1532545
DARK & LOVELY ULTRA NOURISH	2035591
DARK & NATURAL	1745029
DARK N'LOVELY	963797
DL 2000	2026979
FAILSAFE	75/187371**
GOLD MAGIC	926990
MAGIC	743120
MAGIC	741715
MOCHA BROWN	75/285125**
MOISTURESEAL LEAVE-IN	
CONDITIONER MIST	75/232100**
NATURALLY SOFT	2160979
NEUTRALIZING & DECALCIFYING	
SHAMPOO WITH COLOR SIGNAL	75/191544**
NO MISTAKE	1864498
PENETREX	1478220

* Cancelled Trademarks

SRZNY\434651v1

TRADEMARK
REEL: 1795 FRAME: 0183

CARSON PRODUCTS COMPANY

TRADEMARKS	REGISTRATION NO./ SERIAL NO.
PERFECTLY YOURS	74/386736**
PERFECTMIX CREME ACTIVATOR	75/191547**
PERFECTMIX NO-LYE CONDITIONING RELAXER CREME WITH COLOR SIGNAL	75/191546**
PRE-CARE	1445850
PROMOISTURE	74/625309**
RED MAGIC	827969
REVIVING COLORS	2067823
RICH & NATURAL	1970638
SHAVINE	500532
SILKY SENSATION	2116198
SMARTSTART PRE-RELAXER MOISTURIZER	75/187370**
STRAIGHT HEALTHY	2089947
ULTRA CHOLESTEROL	75/404536**
WAVE RUNNER	75/262932**
WRAP N'SET	75/289589**
CARAMEL BROWN	75/322046**
MATTE BLACK	75/324390**
ALMOND BROWN	75/322041**
CLEAR GLOSSY	75/322040**
SPICED BROWN	75/322039**
COFFEE BROWN	75/322042**
AUTUMN RED	75/322043**
CHERRY CURRANT	75/323763**
MANDARIN BROWN	75/322044**
RED SCARLET	75/323762**
SOOTHING SCALP	75/322045**
CREME DEVELOPER 8 VOLUME	75/322038**
CUTEX	1375414
CUTEX	117353
CUTEX	160323
CUTEX	142973
CUTEX	139040
CUTEX	117584
CUTEX	134458
CUTEX	134518
CUTEX	442549
CUTEX	136882
CUTEX	86257
CUTEX	141420
CUTEX	124134
CUTEX COLOR SPLASH	1926237
CUTEX COLOR SPLASH	1802532
CUTEX NATURALLY SOFT	75/344534**
CUTEX QUICK AND GENTLE	2016204
DARK & LOVELY EXCELLE	75/300902**
EXCELLE	75/305937**
GET SMOOTH	1838339
HOT CREME	1774595

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

TRADEMARKS

**REGISTRATION NO./
SERIAL NO.**

LET'S JAM	1516142
LIQUAJAM	1794075
DESIGN	2019805
DESIGN	74/626967**
MOISTURE JAM	1871795
PALMADE	1918671
PRO JAM	2114430
PUDDING	1746274
BRAID & SHINE	2065461
COLOR QUICK	1709650
DARK & LOVELY XPRESSIONS	75/399429**
RED SPICE	75/475985**

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

**CANCELLED/NOT RENEWED/
ABANDONED TRADEMARKS**

**REGISTRATION NO./
SERIAL NO.**

AQUATEX	1392868
CUTEX	117353
DARK & LOVELY	1301110
DARK & LOVELY	1332764
GODEFROY'S	642137
LARIEUSE	84090
MAGIC	510244
DARK & LOVELY COLOR CARE	74-214732**
ENHANCE	73-641729**
EXCELLE	73-588963**
NATURAL BEAUTY	73-545599**
STRAIGHT & HEALTHY	74-388247**
5-MINUTE RECONSTRUCTOR	75-205799**

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

**TRADEMARKS NOT LISTED
ON IVAX SCHEDULE**

**REGISTRATION NO./
SERIAL NO.**

DR. FRED PALMER SKIN WHITENER
DR. FRED PALMER'S
SAYMAN
SAYMAN

549398
828884
522623
521882

* Cancelled Trademarks

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Assignment") is effective as of August 27, 1998 and executed by IVAX CORPORATION, a Florida corporation ("Assignor") and CARSON PRODUCTS COMPANY, a Delaware corporation ("Carson") for the benefit of FOOTHILL CAPITAL CORPORATION, a California corporation ("Agent") as collateral agent for Assignee (as defined in that certain Assignment Agreement dated as of the date hereof between Assignor, Agent and Assignee (the "Assignment Agreement")).

WHEREAS, Carson owns all right, title and interest in and to the Pledged Collateral (as such term is defined hereinbelow);

WHEREAS, Carson entered into that certain Borrower Intellectual Property Security Agreement dated as of July 14, 1998 (the "Security Agreement") in favor of Assignor;

WHEREAS, pursuant to the Security Agreement, Carson pledged, assigned, transferred and granted to Assignor for Assignor's benefit, and Assignor accepted, a continuing first priority security interest in and to all of the right, title and interest of Carson in, to and under the following property, whether existing as of the date of the Security Agreement or thereafter acquired (collectively, the "Pledged Collateral"):

- a. patents issued or assigned to and all patent applications made by Carson, 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 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 Carson, common law trademarks and trade names owned by or assigned to Carson 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 Carson, 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 to Carson 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 "Copyrights");
- d. license agreements and covenants not to sue with any other party with respect to any Patent, Trademark or Copyright listed in 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 Carson 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 and all of the Patents, Trademarks or Copyrights (collectively, the "Licenses");
- e. the entire goodwill of Carson'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 Carson; and
- f. all "proceeds" (as such term is defined by the Uniform Commercial Code as in effect in any applicable jurisdiction in the United States and by other relevant law) of any of the foregoing,

in order to secure the payment, performance and observance of the obligations secured by the Security Agreement (the "Secured Obligations");

WHEREAS, pursuant to the Assignment Agreement, Assignor agreed to assign to Assignee the Secured Obligations, together with all collateral therefor, including but not limited to the Pledged Collateral; and

WHEREAS, pursuant to that certain Bill of Sale dated as of the date hereof, Assignor assigned to Assignee all right, title and interest in and to the Secured Obligations, together with all collateral therefor, including but not limited to the Pledged Collateral (collectively, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby confirm that it conveys, sells, assigns, transfers and sets over unto Agent for the benefit of Assignee all right, title and interest in and to the Assigned Interest.

Assignor and Carson each acknowledges and affirms that Agent's rights and remedies with respect to the Assigned Interest are set forth more fully in the Security Agreement.

IN WITNESS WHEREOF, Assignor and Carson have executed this Assignment through a duly authorized officer.

IVAX CORPORATION

By: _____

Name: Jordan I. Siegel

Title: Vice President/Treasurer

ACKNOWLEDGED, AGREED AND
CONSENT GIVEN

CARSON PRODUCTS COMPANY

By: _____

Name: _____

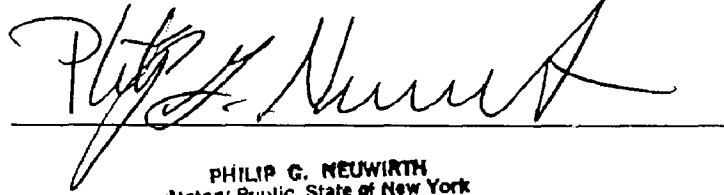
Title: _____

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this th 24 day of August 1998, before me personally came Jordan T. Siegel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that (s)he is the Vice President and Treasurer of Ivax Corporation, a Florida corporation, and that (s)he executed the foregoing instrument in the firm name of Ivax Corporation, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



PHILIP G. NEUWIRTH
Notary Public, State of New York
No. 01NE6011223
Qualified in New York County
Commission Expires Aug. 3, 2000

IN WITNESS WHEREOF, Assignor and Carson have executed this Assignment through a duly authorized officer.

IVAX CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, AGREED AND
CONSENT GIVEN

CARSON PRODUCTS COMPANY

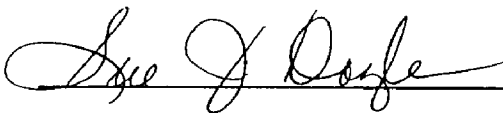
By: Robert W. Pierce
Name: Robert W. Pierce
Title: Executive Vice President (Finance)
~~and Chief Financial Officer~~

STATE OF GEORGIA

SS.:

COUNTY OF CHATAM

On this 27th day of August 1998, before me personally came Robert W. Pierce, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that (s)he is the Executive Vice President of Carson Products Company, a Delaware corporation, and that (s)he executed the foregoing instrument in the firm name of Carson Products Company, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SUE J. DOYLE
Notary Public, Chatam County, Ga.
My Commission Expires 6-5-2000

SCHEDULE OF TRADEMARKS

CARSON PRODUCTS COMPANY

<u>TRADEMARKS</u>	<u>REGISTRATION NO./ SERIAL NO.</u>
BEAUTIFUL BEGINNINGS	2021132
BEAUTIFUL BEGINNINGS	2153794
BEAUTIFUL BEGINNINGS	75/282635**
CARSON	988772
CARSON COMPOSITIONS	75/262930**
CC	75/262933**
COLOR TALK	2096879
COMFORT PLUS	2033838
CONDITIONING MOISTURE BEADS	75/404534**
DARK & LOVELY	1393705
DARK & LOVELY	1115486
DARK & LOVELY (DESIGN)	1394953
DARK & LOVELY	75/241014**
DARK & LOVELY	1067043
DARK & LOVELY 24HR THERAPY	2040359
DARK & LOVELY COLOR CARE	2008134
DARK & LOVELY EXCELLE	1364052
DARK & LOVELY EXCELLE	75/285126**
DARK & LOVELY EXCELLE SALON	75/232105**
PERFORMANCE NO-LYE	
CONDITIONING RELAXER SYSTEM	
DARK & LOVELY GENTLE COLORS	75/191543**
DARK & LOVELY PLUS	1457099
DARK & LOVELY QUIK FREEZE	2005138
DARK & LOVELY RESTORE & REPAIR	2035777
DARK & LOVELY REVIVING COLORS	1532545
DARK & LOVELY ULTRA NOURISH	2035591
DARK & NATURAL	1745029
DARK N'LOVELY	963797
DL 2000	2026979
FAILSAFE	75/187371**
GOLD MAGIC	926990
MAGIC	743120
MAGIC	741715
MOCHA BROWN	75/285125**
MOISTURESEAL LEAVE-IN	
CONDITIONER MIST	75/232100**
NATURALLY SOFT	2160979
NEUTRALIZING & DECALCIFYING	
SHAMPOO WITH COLOR SIGNAL	75/191544**
NO MISTAKE	1864498
PENETREX	1478220

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

TRADEMARKS	REGISTRATION NO./ SERIAL NO.
PERFECTLY YOURS	74/386736**
PERFECTMIX CREME ACTIVATOR	75/191547**
PERFECTMIX NO-LYE CONDITIONING RELAXER CREME WITH COLOR SIGNAL	75/191546**
PRE-CARE	1445850
PROMOISTURE	74/625309**
RED MAGIC	827969
REVIVING COLORS	2067823
RICH & NATURAL	1970638
SHAVINE	500532
SILKY SENSATION	2116198
SMARTSTART PRE-RELAXER MOISTURIZER	75/187370**
STRAIGHT HEALTHY	2089947
ULTRA CHOLESTEROL	75/404536**
WAVE RUNNER	75/262932**
WRAP N'SET	75/289589**
CARAMEL BROWN	75/322046**
MATTE BLACK	75/324390**
ALMOND BROWN	75/322041**
CLEAR GLOSSY	75/322040**
SPICED BROWN	75/322039**
COFFEE BROWN	75/322042**
AUTUMN RED	75/322043**
CHERRY CURRANT	75/323763**
MANDARIN BROWN	75/322044**
RED SCARLET	75/323762**
SOOTHING SCALP CREME DEVELOPER 8 VOLUME	75/322045** 75/322038**
CUTEX	1375414
CUTEX	117353
CUTEX	160323
CUTEX	142973
CUTEX	139040
CUTEX	117584
CUTEX	134458
CUTEX	134518
CUTEX	442549
CUTEX	136882
CUTEX	86257
CUTEX	141420
CUTEX	124134
CUTEX COLOR SPLASH	1926237
CUTEX COLOR SPLASH	1802532
CUTEX NATURALLY SOFT	75/344534**
CUTEX QUICK AND GENTLE	2016204
DARK & LOVELY EXCELLE	75/300902**
EXCELLE	75/305937**
GET SMOOTH	1838339
HOT CREME	1774595

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

TRADEMARKS

**REGISTRATION NO./
SERIAL NO.**

LET'S JAM	1516142
LIQUAJAM	1794075
DESIGN	2019805
DESIGN	74/626967**
MOISTURE JAM	1871795
PALMADE	1918671
PRO JAM	2114430
PUDDING	1746274
BRAID & SHINE	2065461
COLOR QUICK	1709650
DARK & LOVELY XPRESSIONS	75/399429**
RED SPICE	75/475985**

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

CANCELLED/NOT RENEWED/ ABANDONED TRADEMARKS	REGISTRATION NO./ SERIAL NO.
AQUATEX	1392868
CUTEX	117353
DARK & LOVELY	1301110
DARK & LOVELY	1332764
GODEFROY'S	642137
LARIEUSE	84090
MAGIC	510244
DARK & LOVELY COLOR CARE	74-214732**
ENHANCE	73-641729**
EXCELLE	73-588963**
NATURAL BEAUTY	73-545599**
STRAIGHT & HEALTHY	74-388247**
5-MINUTE RECONSTRUCTOR	75-205799**

* Cancelled Trademarks

CARSON PRODUCTS COMPANY

**TRADEMARKS NOT LISTED
ON IVAX SCHEDULE**

**REGISTRATION NO./
SERIAL NO.**

DR. FRED PALMER SKIN WHITENER
DR. FRED PALMER'S
SAYMAN
SAYMAN

549398
828884
522623
521882

* Cancelled Trademarks

SCHULTE ROTH & ZABEL LLP

900 THIRD AVENUE
NEW YORK, N.Y. 10022
(212) 756-2000

FAX: (212) 593-5955
E-MAIL: wwwmail@srz.com
WEB: <http://www.srz.com>

FLORIDA OFFICE
ESPERANTÉ
SUITE 950
222 LAKEVIEW AVENUE
WEST PALM BEACH, FLORIDA 33401
(561) 659-9800

ROBERT M. ABRAHAMS
KIM E. BAPTISTE
STEPHANIE R. BRESLOW
DAVID M. BRODSKY
MARK E. BROSSMAN
MARK A. BROUDE
BROOKS R. BURDETTE
BRUCE S. CYBUL
HARRY S. DAVIS
BONNIE L. DIXON
EDWARD G. EISERT
HOWARD B. EPSTEIN
MICHAEL J. FEINMAN
MICHAEL S. FELDBERG
STEVEN J. FREDMAN
STUART D. FREDMAN
SUSAN C. FRUNZI
KENNETH S. GERSTEIN
ALAN R. GLICKMAN

HOWARD O. GODNICK
LAWRENCE S. GOLDBERG
FRED R. GREEN
MARCY RESSLER HARRIS
DANIEL J. KRAMER
BURTON LEHMAN
JEFFREY A. LENOBEL
MICHAEL R. LITTENBERG
ISAAC B. LUSTGARTEN
MICHAEL C. MULITZ
ROBERT S. NASH
PETER A. NUSSBAUM
JAMES M. PECK
MARTIN L. PERSCHETZ
GREGORY P. PRESSMAN
FREDERIC L. RAGUCCI
RONALD E. RICHMAN
KURT F. ROSELL
ROBERT ROSENBERG

PAUL N. ROTH
WILLIAM A. RUSKIN
JEFFREY S. SABIN
BETTY SANTANGELO
FREDERICK P. SCHAFFER
STEPHEN J. SCHULTE
DANIEL S. SHAPIRO
HOWARD F. SHARFSTEIN
JOSEPH R. SIMONE
IRWIN J. SUGARMAN
SHLOMO C. TWERSKI
JANET C. WALDEN
ALAN S. WALDENBERG
PAUL N. WATTERSON, JR.
PAUL E. WEBER
MARC WEINGARTEN
ANDRE WEISS
WILLIAM D. ZABEL

WRITER'S DIRECT NUMBER:

(212) 756-2002

WRITER'S E-MAIL ADDRESS:

joshua.bressler@srz.com

September 17, 1998

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Recordation of Ivax Assignment of Trademark Security Interest
(Carson Products)
Our ref.: Cerberus Partners LP/014951-0123

Dear Sir or Madam:

Please record the above-referenced document against each of the U.S. trademark filings indicated in the enclosed Document Cover Sheet's Schedule. Note that we have omitted all of the document's schedules from the recordation copies except those pages of its "Schedule B" that identify U.S. trademark filings.

We have enclosed a check payable to Commissioner of Patents and Trademarks for \$2,890.00 to cover recordation fees, as well as two copies each of the Document Cover Sheet, its Schedule, and the document to be recorded. We authorize the deduction of any additional necessary fees from Schulte Roth & Zabel LLP's Deposit Account No. 500675.

Also enclosed is a self-addressed postage prepaid postcard, which we request that you date stamp and return to us to acknowledge your receipt of this filing.

Cordially,

SCHULTE ROTH & ZABEL LLP



Joshua R. Bressler

Enclosures