

MRD 9

10-09-1998

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



100846919

RECEIVED
 DocMet No.:
 014951/0123 (Johnson)
 SEP 18

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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)
- General Partnership
- Corporation-State **FLORIDA**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: effective as of 08271998

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 No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers 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:.....

222

7. Total fee (37 CFR 3.41):.....\$ \$5,565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10/09/1998 DNGUYEN 00000003 1789630

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 5525.00 DP

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
Name of Person Signing

Signature

September 16, 1998
Date

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

REEL: 1795 FRAME: 0202

JOHNSON PRODUCTS CO., INC.

TRADEMARKS

**REGISTRATION NO./
SERIAL NO.**

A BEAUTIFUL TRADITION	1789830
AFRO SHEEN	885995
AFRO-SHEEN	982972
AFRO-SHEEN CLEAN SHAVE WITH BUMP PROTECTION	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	1148533
GT	1882755
GT FOR MEN	1829145
HAIRLIGHTS	1248065
JAR DESIGN	1111575
JOAN B.	1191974
JP	970940
JP	974463
JP	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	1385676
POSNER	1160559
POSNERS BERGAMOT	607155

* Cancelled Trademarks

JOHNSON PRODUCTS CO., INC.

TRADEMARKS

**REGISTRATION NO./
SERIAL NO.**

PP	74/626110
PP	2134361
PPWS	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	572712
SOFT TOUCH	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	1179085
ULTRA PRECISE	1178622
ULTRA PRECISE	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 TREATMENT	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

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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
MM	1148582
MM	1551052
ICP3 INTENSIVE CORTEX	1356133
MEDIPLX	1221367
MOXIE	1327817
*PURESSIN	1582166
*SALONE SCENE	1292255
SOF N'FREE	1273265
SOF N'FREE	1553811
*THE PEOPLE WHO KNOW YOUR HAIR AND CARE	1624334
TREATMENT PLUS	1133942
POSNER EASY WAVE	1356112

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CANCELLED/NOT RENEWED/ ABANDONED TRADEMARKS	REGISTRATION NO./ SERIAL NO.
AFRO LOOK	1076230
AFRO SHEEN	951502
AFRO SOFT	1441693
AFRO TIQUE	918696
AFRODENT	968833
BILLY D.	1250833
DABS OF FUNIN'	1042058
DABS OF LOVIN'	1042611
DAND-A	1037165
DEBBIE HOWEL	1266767
FACIAL FASHIONS	1020209
FACIAL FASHIONS	939021
FRO-LOOK	982050
GENT'L TREATMENT	1243961
GENTLE-TREATMENT XTRA	1454821
HOLD-N-SHEEN	1043226
JP	998382
MIDNIGHT AFFAIRS	1224763
MOISTURE FORMULA	1538757
NATURAL AFRIK	982049
NATURAL LIGHT	1386455
PAMPER ME PRETTY	1384894
PERFECT SHEEN	1672307
PURESSIN	1233223
SLIP INTO SOMETHING BEAUTIFUL	1450259
SO-FREE	1560395
SOFT TOUCH	609714
SOFT TOUCH	618763
SOUL TRAIN	998830
SS	1285716
SYNERGISTIC 9	1047472
THE PEOPLE WHO KNOW YOUR HAIR AND...CARE	1624334
TREAT ME TENDER	1143828
ULTRA SHEEN	968846
ULTRA WAVE	918692
AFRO IMAGE	1069591
BANTU	1423963
CELEX	1509565
THE BRANDED APPROACH TO PRIVATE LABEL PRODUCTS	1480006
ULTRA SHEEN BEAUTY BOUTIQUE	1071151
BEFORE DARK	73-217982**
BLUE SUPERIOR	74-489130**
DEL MARCO	74-710750**
DH	73-363732**
FORMULA 91	75-165998**
FREAK NIK	75-032228**
GENTLE TREATMENT	74-690866**
GOOD 4 YOU	74-293258**

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JOHNSON PRODUCTS CO., INC.

**CANCELLED/NOT RENEWED/
ABANDONED TRADEMARKS**

**REGISTRATION NO./
SERIAL NO.**

IT'S ME	74-671995**
KERATIN RX	74-690689**
LASTING BRAIDS	74-465430**
LASTING BRAIDS	74-619355**
PRECISE AIR WAVING	73-260286**
PRECISE	73-252288**
PURE ATTITUDE	74-629048**
RUB-ON	74-145641**
SISTA	74-425599**
SKINTONA	74-489759**
TENDER-TREATMENT	74-349918**
TRESS THERAPY	74-690688**
ULTRA STYLE	73-492436**
AFRO SHAVE	72-435169**
AFRO SOFT	73-182433**
BETWEEN PERMS	73-192670**
CURL SYSTEM	73-281349**
EYE LANGUAGE	73-217983**
MOISTURE BALANCE	73-202210**
MOISTURE FORMULA	73-202212**
PRECISE BY ULTRA SHEEN	73-229072**
PROVEN	73-202207**
RELAXED HAIR AID	73-229212**
ULTRA SHEEN CURL SYSTEM	73-281410**
WAVE & CURL	73-346399**
WONDER WAVE	73-346393**
SYSTEM OF SUCCESS	73-253135**
DEBONE'	73-481340**
DEBONAIR	73-428107**

* Cancelled Trademarks

JOHNSON PRODUCTS CO., INC.

**TRADEMARKS NOT LISTED
ON IVAX SCHEDULE**

**REGISTRATION NO./
SERIAL NO.**

BOUNCIN N' BEHAVIN	1572776
CAPILLARY HAIR SOLUTION 919	1351227
HAIRGENICS	1250832
M	1322865
NEUTRAPLEX	1681735
NUTRASHEEN	1730525
ULTRA SOFT	1090611
DESIGN ONLY	1322868
DESIGN ONLY	1283986

* 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 JOHNSON PRODUCTS COMPANY, a Florida corporation ("Johnson") 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, Johnson owns all right, title and interest in and to the Pledged Collateral (as such term is defined hereinbelow);

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

WHEREAS, pursuant to the Security Agreement, Johnson 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 Johnson 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 Johnson, 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 Johnson, common law trademarks and trade names owned by or assigned to Johnson 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 Johnson, 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 Johnson 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 Johnson 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 Johnson'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 Johnson; 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 Johnson 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 Johnson 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

JOHNSON PRODUCTS COMPANY

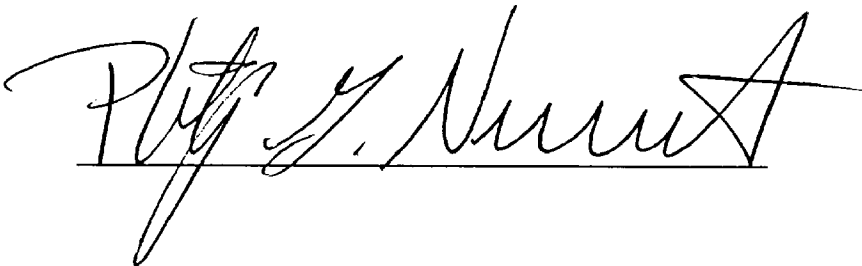
By: _____
Name: _____
Title: _____

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

Jordan I. Siegel On this 24th day of August 1998, before me personally came who, being duly sworn by me, did depose and say that (s)he is the VP 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 J. Nunn

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

IVAX CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, AGREED AND
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JOHNSON PRODUCTS COMPANY

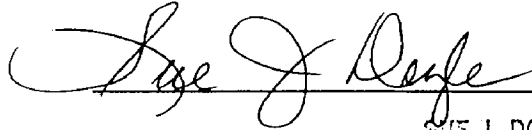
By: Robert W. Pierce
Name: Robert W. Pierce
Title: Executive Vice President (Finance)
and Chief Financial Officer

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 Johnson Products Company, a Florida corporation, and that (s)he executed the foregoing instrument in the firm name of Johnson 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, Chatham County, Ga.
My Commission Expires 6-5-2000

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PURE ATTITUDE	74-629048**
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SISTA	74-425599**
SKINTONA	74-489759**
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ULTRA STYLE	73-492436**
AFRO SHAVE	72-435169**
AFRO SOFT	73-182433**
BETWEEN PERMS	73-192670**
CURL SYSTEM	73-281349**
EYE LANGUAGE	73-217983**
MOISTURE BALANCE	73-202210**
MOISTURE FORMULA	73-202212**
PRECISE BY ULTRA SHEEN	73-229072**
PROVEN	73-202207**
RELAXED HAIR AID	73-229212**
ULTRA SHEEN CURL SYSTEM	73-281410**
WAVE & CURL	73-346399**
WONDER WAVE	73-346393**
SYSTEM OF SUCCESS	73-253135**
DEBONE'	73-481340**
DEBONAIR	73-428107**

* Cancelled Trademarks

JOHNSON PRODUCTS CO., INC.

TRADEMARKS NOT LISTED ON IVAX SCHEDULE	REGISTRATION NO./ SERIAL NO.
BOUNCIN N' BEHAVIN	1572776
CAPILLARY HAIR SOLUTION 919	1351227
HAIRGENICS	1250832
M	1322865
NEUTRAPLEX	1681735
NUTRASHEEN	1730525
ULTRA SOFT	1090611
DESIGN ONLY	1322868
DESIGN ONLY	1283986

* Cancelled Trademarks