

11-23-1998



100908749

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-20-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

11/23/1998 DNGUYEN 00000122 75407012

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 250.00 DP

E

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-407,012"/>	<input type="text" value="75-424,680"/>	<input type="text" value="75-546,980"/>
<input type="text" value="75-489,075"/>	<input type="text" value="75-424,679"/>	<input type="text" value="75-546,979"/>
<input type="text" value="75-429,991"/>	<input type="text" value="75-546,981"/>	<input type="text" value="75-546,978"/>

<input type="text" value="2,146,942"/>	<input type="text" value="1,962,118"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

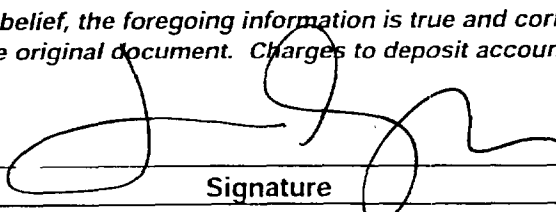
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jaime Dornbusch
Name of Person Signing



Signature

11/13/98

Date Signed

**FIRST AMENDMENT TO TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

This First Amendment to Trademark Collateral Security and Pledge Agreement dated as of the 12 day of November, 1998, by and between **SOLAR COSMETIC LABS, INC.**, a Florida corporation having its principal place of business at 4920 NW 165th Street, Miami, Florida 33014 (the "Assignor") and **KEY CORPORATE CAPITAL, INC.**, a Michigan corporation with a principal place of business and mailing address at 100 Main Street, Ann Arbor, Michigan 48104 (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Assignor and the Secured Party entered into a Trademark Collateral Security and Pledge Agreement dated as of October 21, 1997 (the "Security Agreement") to secure certain Obligations, as such term is defined in a certain Loan Agreement by and between the parties hereto dated October 21, 1997 (the "Loan Agreement"); and

WHEREAS, the Security Agreement was filed, together with an Assignment of Marks, with the United States Patent and Trademark Office on October 21, 1997 in Reel 1651, Frame 0907; and

WHEREAS, the Security Agreement grants to the Secured Party a security interest in, among other things, all past, present or future federal, state, local and foreign trademark and service mark registrations and all applications therefor; and

WHEREAS, the Assignor is the owner of certain trademark and service mark registrations and applications which, although included generally as part of the Collateral (as defined in the Security Agreement) in which the Secured Party was granted a security interest, have not been specifically listed in the Security Agreement; and

WHEREAS, the parties hereto wish to amend the Security Agreement in order to specifically list such trademark and service mark registrations and applications as Collateral to secure the payment and performance in full of all of the Obligations of the Assignor to the Secured Party;

NOW, THEREFORE, in consideration of the foregoing, the parties agree that the Security Agreement shall be amended as follows:

1. **Amendment.** Schedule A of the Security Agreement is hereby amended by adding Schedule A-1, a copy of which is attached hereto.

2. Miscellaneous.

(a) Except to the extent specifically amended hereby, the terms and provisions of the Security Agreement and all other Loan Documents (as defined in the Loan Agreement) are hereby ratified and affirmed in all respects and continue in full force and effect. In addition, and not by way of limitation, the Assignor hereby ratifies, affirms, reaffirms, and restates, as of the date hereof all of the warranties and covenants of the Assignor set forth in the Security Agreement.

(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Maine and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

(c) Assignor hereby represents and warrants that this Amendment has been executed and delivered by its duly authorized officer, and acknowledges and agrees that it will execute and deliver such additional amendments, agreements and documents as the Secured Party may reasonably require to confirm the foregoing.

(d) The Assignor agrees to execute and deliver such additional agreements, documents and other instruments as the Secured Party may reasonably request in order to effectuate this Amendment and to confirm the Secured Party's standing thereof and rights thereunder.

(e) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

[The remainder of this page has intentionally been left blank. The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the 12th day of November, 1998 by duly authorized officers intending the same to take effect as a sealed instrument.

WITNESS

KEY CORPORATE CAPITAL, INC.

Bonnie J Parker

By: Robert H. Poent
Its: SENIOR VICE PRESIDENT

SOLAR COSMETIC LABS, INC.

"

By: [Signature]
Its: PRESIDENT

157829

SCHEDULE A-1

<u>Country</u>	<u>Mark</u>	<u>No.</u>	<u>Comments</u>	<u>Filing Date/Registration Date</u>
1. United States	GLOBALUX	Reg. No 2,146,942	(words and design)	3/31/98
2. United States	DEEPTAN	Reg. No. 1,962,118	(words)	3/12/96
3. United States	NO-AD (NOT ADVERTISED) BABIES	Serial No. 75-407,012	(words and design)	12/17/97
4. United States	NO-AD	Serial No. 75-489,075	(words)	5/21/98
5. United States	ULTRATONE	Serial No. 75-429,991	(words)	2/06/98
6. United States	NO-ADDICTION	Serial No. 75-424-680	(words and design)	1/28/98
7. United States	PROTECTING THE FUTURE OF OUR NATION	Serial No. 75-424,679	(words)	1/28/98
8. United States	NO-AD AROMA HAIR CARE THERAPY	Serial No. 75-546,981	(words)	9/01/98
9. United States	NO-AD AROMA BATH THERAPY	Serial No. 75-546,980	(words)	9/01/98
10. United States	NO-AD AROMA BODY THERAPY	Serial No. 75-546,979	(words)	9/01/98
11. United States	NO-AD AROMA BATH & BODY THERAPY	Serial No. 75-546,978	(words)	9/01/98