FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-27-1999

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type 1-26-99

[X] New

[ ] Resubmission (Non-Recordation)
Document ID #

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Carson Products Company

Formerly:

Execution Date Month Day Year: 12 08 1998

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Norwest Bank Minnesota, N.A. as agent for Quantum Partners LDC
and Quota Fund, N.V.

Composed of:

Address (line 1): 6th and Market Streets

Address (line 2): M.S. 0069

Address (line 3): Minneapolis (City) MN/USA (State/Country) 55479-0069 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ]

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization

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.)*

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/27/1999 TTON11 00000151 2021132

01 FC:481 40.00 OP
02 FC:482 2125.00 OP

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

JAN 26 99

Enter for the first Receiving Party only.

Domestic Representative Name and Address

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-715-9100

Name: Richard Lloyd Moss, Esq.

Address (line 1): Kramer Levin Naftalis & Frankel LLP

Address (line 2): 919 Third Avenue

Address (line 3): New York, New York 10022

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 23

Trademark Application Number(s) or Registration Number(s)

[X] 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)		
75322041	75322046	75322040	2021132	988772	1709650
75322043	75262933	75322042	2153794	2197297	2033838
75282635	75323763	75505233	2065461	2096879	1115486

Number of Properties

Enter the total number of properties involved. # 86

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 2,165.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0540

Authorization to charge additional fees: Yes [X] 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.

Richard L. Moss, Esq.
Name of Person Signing

Richard L. Moss
Signature

1/25/99
Date Signed

KL3:261942.1

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Expires 06/30/99
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RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party ☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
12 08 1998

Name Carson Products Company

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party
Enter Additional Receiving Party ☐ Mark if additional names of receiving parties attached

Name Norwest Bank Minnesota, N.A. as agent for Quantum Partners LDC and Quota Fund, N.V.

Composed of

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Address (line 2) M.S. 0069

Address (line 3) Minneapolis, MN 55479-0069

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐

☐ Corporation ☐ Association

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 the Assignment.)*

☒ Other National Banking Association

☐ Citizenship/State of Incorporation/Organization

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)		
75404534	75540191	75322044	1393705	1457099	2019805
75322038	75539315	75324390	963797	2005138	2026979
75241014	74626967	75285125	1067043	2035591	1838339
75232105	75305937	75191544	1394953	2035777	926990
75285126	75187371	75191546	2040359	1532545	1774595
75191543	75550901	75323762	2008134	963797	1516142
75399429	75552790	75475985	1364052	1745029	1794075

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RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
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Conveying Party ☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
12 08 1998

Name Carson Products Company

Formerly

☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**

☐ **Other**

☒ **Citizenship State of Incorporation/Organization** Delaware

Receiving Party
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☐ **Corporation** ☐ **Association**

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☒ **Other**

☐ **Citizenship/State of Incorporation/Organization**

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)		
75322039			1871795	1478220	2067823
75404536			2170966	2196377	1970638
75262932			741715	1445850	500532
75289589			743120	2114430	2116198
74386736			2160979	2193962	2171855
			1864498	1746274	2193522
			1918671	827969	2089947

KL3:262041.1

BORROWER INTELLECTUAL PROPERTY SECURITY AGREEMENT

BORROWER INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 8, 1998, made by CARSON PRODUCTS COMPANY, a Delaware corporation having an office at 64 Ross Road, Savannah, Georgia 31405 (the "Pledgor"), in favor of NORWEST BANK MINNESOTA, N.A., as the Collateral Agent on behalf of the Secured Parties (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

RECITALS:

A. Pursuant to a secured term loan agreement, dated as of December 8, 1998 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Secured Term Loan Agreement"; capitalized terms used herein and not defined shall have the meanings assigned to them in the Secured Term Loan Agreement) by and between the Pledgor, Carson, Inc., a Delaware corporation, the Lenders party thereto (the "Lenders"), Quantum Partners LDC, as Administrative Agent, and Norwest Bank Minnesota, N.A., as Collateral Agent (together with the Lenders and the Administrative Agent, the "Secured Parties"), the Lenders have agreed to make to or for the account of the Pledgor the Term Loans up to an aggregate principal amount of $75,000,000 plus the aggregate amount of all Capitalized Interest Amounts, if any, that have been added to the unpaid principal amount of the Term Loans.

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

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

D. The Pledgor will obtain benefits from the incurrence of the Term Loans under the Secured Term Loan Agreement and, accordingly, the Pledgor desires to execute this Agreement to satisfy the condition described in the preceding paragraph.

E. This Agreement is given by the Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

AGREEMENT:

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

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Section 1. Pledge. As collateral security for the prompt and complete payment and performance when due of all the Secured Obligations, the Pledgor hereby pledges, assigns, transfers and grants to the Collateral Agent for the benefit of the Secured Parties, a continuing first priority security interest in and to all of the right, title and interest of the 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 the 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, present 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 the Pledgor, common law trademarks and trade names owned by or assigned to the 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, present 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 the 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 the 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 the Pledgor's business and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures, product formulations and formulae connected with the use of and symbolized by the Trademarks of the Pledgor; and

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

Section 2. Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the prompt 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 the Pledgor now existing or hereafter arising under the Secured Term Loan Agreement (including, without limitation, the Pledgor'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 Secured Term Loan Agreement)and (ii) without duplication of the amounts described in clause (i), all Obligations of the 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 the Pledgor is obligated to pay under this Agreement or in any other Security Document (the obligations described in clauses (i) and (ii), collectively, the "Secured Obligations").

Section 3. No Release. Nothing set forth in this Agreement shall relieve the Pledgor from the performance of any term, covenant, condition or agreement on the 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 the Collateral Agent to perform or observe any such term, covenant, condition or agreement on the Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent for any act or omission on the part of the Pledgor relating thereto or for any breach of any representation or warranty on the part of the 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 the Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of the 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, the Collateral Agent shall from time to time execute and deliver, upon written request of the Pledgor and at the 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 the Pledgor to enable the Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral throughout the world. the Pledgor and the Collateral Agent acknowledge that this Agreement is intended to grant to the Collateral Agent for the benefit of the Secured Parties 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) The 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 the Collateral Agent to file and refile, such

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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 or foreign equivalents) as the Collateral Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Collateral Agent hereunder.

(b) The Pledgor hereby authorizes the Collateral Agent, without relieving the 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 the Pledgor where permitted by law, and the Pledgor agrees to do such further acts and things, and to execute and deliver to the Collateral Agent such additional assignments, agreements, powers and instruments, as the Collateral Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Collateral Agent hereunder or to carry into effect the purposes of this Agreement or better to assure and confirm unto the Collateral Agent its respective rights, powers and remedies hereunder. All of the foregoing shall be at the sole cost and expense of the Pledgor.

Section 6. Representations, Warranties and Covenants. The Pledgor hereby represents, warrants and covenants as follows, which representations, warranties and covenants shall survive the execution and delivery of this Agreement:

(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 the Collateral Agent for the benefit of the Secured Parties 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. The Pledgor is as of the date hereof, and as to Pledged Collateral acquired by it from time to time after the date hereof, the 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. The 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 the Collateral Agent or the Secured Parties.

(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, the 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 the Pledgor pursuant to this Agreement.

(d) Authorization; Enforceability. The 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 the Pledgor, enforceable against the 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 the 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 other Person is required for (x) the execution, delivery or performance of this Agreement by the Pledgor, (y) the assignment of, and the grant of a Lien (including the priority thereof) on and security interest in, the Pledged Collateral by the Pledgor in the manner and for the purpose contemplated by this Agreement or (z) the exercise by the Collateral Agent 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 the Collateral Agent under this Agreement).

(f) No Claims. The 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 the Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Credit Documents. To the best of the Pledgor's knowledge, the use by the 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 the Pledgor's knowledge, no claim has been made and remains outstanding that the 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 the Pledgor.

Section 7. Covenants Concerning Pledged Collateral.

(a) Protection of the Collateral Agent's Security. On a continuing basis, the 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 the Collateral Agent to carry out the intent and purposes of this Agreement, to assure and confirm to the Collateral Agent the grant or perfection of a first priority security interest in the Pledged Collateral for the benefit of the Secured Parties, and to enable the Collateral Agent to exercise and enforce its rights and

remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, the Pledgor (i) will not enter into any agreement that would impair or conflict with the Pledgor's obligations hereunder; (ii) will, from time to time, upon the Collateral Agent's reasonable request, cause its books and records to be marked with such legends or segregated in such manner as the Collateral Agent may reasonably specify and take or cause to be taken such other action and adopt such procedures as the Collateral Agent 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 the Collateral Agent of (A) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office (or a foreign equivalent) with respect to any Patent, Trademark or Copyright, or (B) the institution or threat of any material proceeding or any materially adverse determination in any Federal, state or local court or administrative body (or a foreign equivalent) regarding the 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 the Pledgor's business; (v) will not permit to lapse or become abandoned any Pledged Collateral necessary for the operation of the Pledgor's business, and will not settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral necessary for the operation of the Pledgor's business, in each case, without the consent of the Collateral Agent (such consent not to be unreasonably withheld or delayed); (vi) upon the Pledgor obtaining knowledge thereof, will promptly notify the Collateral Agent 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 the Pledgor's business, the ability of the Pledgor or the Collateral Agent to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Collateral Agent 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 the 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 the Collateral Agent for the benefit of the Secured Parties without the consent of the Collateral Agent; (viii) until the Collateral Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral; (ix) will furnish to the Collateral Agent 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 the Collateral Agent 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 the Collateral Agent for the benefit of the Secured Parties hereunder. For the purposes of this paragraph, "materially adverse determination" and "material proceeding" shall mean any determination or proceeding which would reasonably be expected to result in the cancellation, refusal, or other adverse change in any of the Pledged Collateral.

(b) After-Acquired Property. If the 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 trademarks which consist of or are comprised of the Trademarks, or 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 the 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. The Pledgor shall promptly provide to the Collateral Agent written notice of any of the foregoing. the Pledgor agrees, promptly following a request by the Collateral Agent, 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 the Collateral Agent.

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

(d) Applications. The Pledgor shall file and prosecute diligently all applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that are used or proposed to be used in the business of the 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 the Pledgor's business. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgor. The 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 that is used or proposed to be used in the business of the Pledgor without the consent of the Collateral Agent (such consent not to be unreasonably withheld or delayed).

Section 8. Transfers and Other Liens. The 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 the Pledgor in the ordinary course of business or as permitted by the Secured Term Loan Agreement 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 the Collateral Agent pursuant to this Agreement and Liens of the type described in paragraph (a) of the definition of Permitted Encumbrances.

Upon any sale or other disposition of any assets of the Pledgor which is in compliance with the Secured Term Loan Agreement and the proceeds of which sale or other disposition are used to make a mandatory prepayment of the Term Loans pursuant to Section 2.03(A) of the Secured Term Loan Agreement, such assets constituting Pledged Collateral shall be released from the Lien of this Agreement in accordance with Section 18 of this Agreement.

Section 9. Reasonable Care. The Collateral Agent 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 the Collateral Agent, in its individual capacity, accords its own property, it being understood that

the Collateral Agent 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 Secured Term Loan Agreement, then and in every such case, the Collateral Agent 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 the Pledgor therein and thereto. In that connection, the Collateral Agent shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Collateral Agent or its nominee and the right to impose (1) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state, local or foreign) having applicability to the sale or assignment, and (2) any necessary or appropriate requirements for any required governmental approvals (from domestic or foreign governments) 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. The Pledgor acknowledges and agrees that, to the extent notice of sale shall be required by law, ten days' notice to the 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 the 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) be the purchaser (as may be any of the Collateral Agent's or Designated 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 the Pledgor, and the 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. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Collateral Agent 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. The Pledgor hereby waives, to the fullest extent permitted by applicable law, any claims against the Collateral Agent 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 the Collateral Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(b) Waiver of Notice and Claims.

(i) The 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 the Collateral Agent of any of its rights and remedies hereunder. The Collateral Agent 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) The Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent'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 the Pledgor would otherwise have under law, and the 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 the Collateral Agent'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 the Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against the 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 the Pledgor.

Section 11. Application of Proceeds. The proceeds received by the Collateral Agent 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 the Collateral Agent of its remedies on behalf of the Secured Parties as provided in Section 10 hereof shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, promptly by the Collateral Agent 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 the Collateral Agent and its agents and counsel, and

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all expenses, liabilities and advances made or incurred by the Collateral Agent 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 Secured Term Loan Agreement at any time and from time to time owing by the Pledgor under or in connection with the Secured Term Loan Agreement, ratably to each Lender according to the unpaid amounts thereof, in the manner and priority set forth in the Secured Term Loan Agreement, together with interest on each such amount in the manner and to the extent set forth in the Secured Term Loan 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 the Pledgor under or in connection with the Secured Term Loan Agreement, ratably to each Lender according to the unpaid amounts thereof, in the manner and priority set forth in the Secured Term Loan Agreement, together with interest on each such amount in the manner and to the extent set forth in the Secured Term Loan 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 the Pledgor or its successors or assigns).

Section 12. Deficiency. The 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. The Pledgor will upon demand pay to the Collateral Agent 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 the Collateral Agent 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 or the preservation of its security interest in the Pledged Collateral, (iv) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or (v) the failure by the Pledgor to perform or observe any of the provisions hereof. All amounts payable by the Pledgor under this Section 13 shall be due within ten Business Days after demand and shall be part of the Secured Obligations. The Pledgor's obligations under this Section 13 shall survive the termination of this Agreement and the discharge of the Pledgor's other obligations hereunder.

Section 14. No Waiver: Cumulative Remedies.

(a) No failure on the part of the Collateral Agent or any other Secured Party to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent or any other Secured Party 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

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or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Collateral Agent 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 the Collateral Agent, then and in every such case, the Pledgor and the Collateral Agent shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted.

Section 15. The Collateral Agent May Perform: The Collateral Agent Appointed Attorney-in-Fact. The rights and obligations of the Collateral Agent hereunder include the rights and obligations of the Collateral Agent set forth in the Secured Term Loan Agreement, including, without limitation, Sections 8 and 10.01 thereof. If the Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of the Pledgor contained herein shall be breached, the Collateral Agent 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 the Pledgor of its intention to do so, expend funds for such purpose. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgor within ten Business Days after demand therefor, with interest at the highest rate then in effect under the Secured Term Loan Agreement during the period from and including the date on which such funds were so expended to the date of repayment. The Pledgor's obligations under this Section 15 shall survive the termination of this Agreement and the discharge of the Pledgor's other obligations under this Agreement, the Secured Term Loan Agreement and the other Credit Documents. The Pledgor hereby appoints the Collateral Agent its attorney-in-fact with an interest, with full authority in the place and stead of the Pledgor and in the name of the Pledgor, or otherwise, from time to time in the Collateral Agent'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 the Collateral Agent 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. The 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, the 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. The Pledgor shall promptly notify the Collateral Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to the Collateral Agent such information with respect thereto as may be reasonably requested by the Collateral Agent. The Pledgor shall indemnify and hold harmless the Collateral Agent for any and all liabilities, obligations, losses, damages, penalties, actions,

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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 the Collateral Agent 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, the Collateral Agent 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 the Pledgor or the Collateral Agent to enforce the Pledged Collateral and any license thereunder; in the event of such suit, the Pledgor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Pledgor shall promptly, upon demand, reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses (including reasonable fees and expenses of counsel) incurred by the Collateral Agent in the exercise of its rights under this Section 16. In the event that the Collateral Agent shall elect not to bring suit to enforce the Pledged Collateral, the Pledgor agrees, at the request of the Collateral Agent, 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 the 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 the Pledgor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Secured Term Loan Agreement and unless in writing and signed by the Collateral Agent and the Designated 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 the 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 the Pledgor in any case shall entitle the 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 Secured Term Loan Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgor, forthwith assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Collateral Agent, 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 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 Secured Term Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner set forth in the Secured Term Loan Agreement, as to any party, addressed to it at the address set forth in the Secured Term Loan Agreement or at such other address as shall be 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 the Collateral Agent shall not be effective until received by the Collateral Agent.

Section 20. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) be binding upon the Pledgor, its successors and assigns and (ii) inure, together with the rights and remedies of the Collateral Agent hereunder, in favor of the Collateral Agent to the benefit of the Secured Parties and each of its successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of the Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing, the Collateral Agent 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 Collateral Agent, herein or otherwise, subject however, to the provisions of the Secured Term Loan Agreement.

Section 21. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of 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 shall 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, the Pledgor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. The 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 the Pledgor at its address for notices pursuant to the Secured Term Loan Agreement, such service to become effective 30 days after such mailing. The Pledgor hereby irrevocably appoints CT Corporation System having an address at 1633 Broadway, New York, NY 10019 and such other Persons as may hereafter be selected by the Pledgor irrevocably agreeing in writing to serve as its agent for service of process in respect of such action or proceeding. Nothing herein shall affect the right of the Collateral Agent to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Pledgor in any other jurisdiction.

(b) The Pledgor hereby irrevocably waives to the fullest extent permitted under applicable law 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.

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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 the Pledgor hereunder shall be absolute and unconditional irrespective of:

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

(ii) any lack of validity or enforceability of the Secured Term Loan 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 Secured Term Loan 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. The Collateral Agent's Right to Sever Indebtedness.

(a) The 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 the 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

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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 loan or credit agreement, and (iii) the Pledgor intends that the Collateral Agent 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 the Collateral Agent would have had if each item of Collateral had been pledged or encumbered pursuant to a separate loan or credit agreement and security instrument. In furtherance of such intent, the Pledgor agrees to the greatest extent permitted by law that the Collateral Agent may at any time by notice (an "Allocation Notice") to the 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 the Pledgor unrelated to the other transactions contemplated by the Secured Term Loan 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 the Pledgor and shall not be available hereunder to satisfy any Secured Obligations of the 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 the Collateral Agent of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Obligations hereby secured, and the 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 the Collateral Agent pursuant to this Agreement shall be applied by the Collateral Agent in accordance with the provisions of Section 11 hereof.

(b) The 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 remedy provided for herein because the Collateral Agent elected to proceed with the exercise of such initial right or remedy or because of any failure by the Collateral Agent 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 the Collateral Agent, the Pledgor shall not (i) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against the Pledgor of any remedy in the Secured Term Loan 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, the

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Collateral Agent may execute and deliver such instrument as the attorney-in-fact of the Pledgor. Such power of 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 Secured Term Loan Agreement.

Section 29. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

CARSON PRODUCTS COMPANY,
as Pledgor

By: _____
Name: Robert W. Pierce
Title: Executive Vice President-Finance, Chief Financial Officer and Secretary

NORWEST BANK MINNESOTA, N.A.,
as Collateral Agent

By: _____
Name: Lon P. LeClair
Title: Vice President

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

CARSON PRODUCTS COMPANY

	Pat. No./ Ser. No.	Inventor(s)	Title	Issue/Filing Date
1.	U.S. Pat. No. 5,437,860	Jarvis, et al.	Skin and Scalp Barrier Gel	8/1/95
2.	U.S. Pat. No. 5,609,859	D.R. Cowsar	Hair Relaxer Compositions and Methods for Preparing Same	3/11/97
3.	Ser. No. 08/698,969	D.R. Cowsar	Novel Hair Relaxer Compositions and Methods for Making Same	8/16/96
4.	Ser. No. 60/087,161	Adair, et al.	Improved Hair Bleaching Compositions and Methods of Use	5/29/98

SCHEDULE B

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

CARSON PRODUCTS COMPANY

	MARK	SERIAL NO./REG. NO.
1.	Almond Brown	75-322,041
2.	Autumn Red	75-322,043
3.	Beautiful Beginnings	75-282,635
4.	Beautiful Beginnings	2,021,132
5.	Beautiful Beginnings	2,153,794
6.	Braid & Shine	2,065,461
7.	Caramel Brown	75-322,046
8.	Carson & Design	988,772
9.	Carson Compositions	2,197,297
10.	CC & Design	75-262,933
11.	Cherry Currant	75-323,763
12.	Clear Glossy	75-322,040
13.	Coffee Brown	75-322,042
14.	Color Talk	2,096,879
15.	Color Quick	1,709,650
16.	Comfort Plus	2,033,838
17.	Comfort Plus Logo	75-505,233
18.	Conditioning Moisture Beads	75-404,534
19.	Creme Developer 8 Volume	75-322,038
20.	Dark & Lovely	75-241,014
21.	Dark & Lovely & Design	1,115,486
22.	Dark & Lovely	1,393,705
23.	Dark & Lovely	963,797

	MARK	SERIAL NO./REG. NO.
24.	Dark & Lovely & Design	1,067,043
25.	Dark & Lovely & Design	1,394,953
26.	Dark & Lovely 24 HR Therapy	2,040,359
27.	Dark & Lovely Color Care & Design	2,008,134
28.	Dark & Lovely Excelle	1,364,052
29.	Dark & Lovely Excelle Salon Performance No Lye Conditioning Relaxer Systems	75-232,105
30.	Dark & Lovely Excelle	75-285,126
31.	Dark & Lovely Gentle Colors	75-191,543
32.	Dark & Lovely Plus	1,457,099
33.	Dark & Lovely Quik Freeze	2,005,138
34.	Dark & Lovely Restore & Repair	2,035,777
35.	Dark & Lovely Reviving Color & Design	1,532,545
36.	Dark & Lovely Ultra Nourish	2,035,591
37.	Dark & Lovely Xpressions	75-399,429
38.	Dark N' Lovely	963,797
39.	Dark & Natural	1,745,029
40.	Design	2,019,805
41.	Design	75-540,191
42.	Design	75-539,315
43.	Design	74-626,967
44.	DL 2000	2,026,979
45.	Excelle	75-305,937
46.	Fail Safe	75-187,371
47.	Get Smooth	1,838,339

	MARK	SERIAL NO./REG. NO.
48.	Gold Magic	926,990
49.	Hot Creme	1,774,595
50.	Let's Jam	1,516,142
51.	Liquajam	1,794,075
52.	Magic	741,715
53.	Magic	743,120
54.	Magic Mild	75-550,901
55.	Magic Smooth	75-552,790
56.	Mandarin Brown	75-322,044
57.	Matte Black	75-324,390
58.	Mocha Brown	75-285,125
59.	Moisture Jam	1,871,795
60.	Moistureseal Leave-in Conditioning Mist	2,170,966
61.	Naturally Soft	2,160,979
62.	Neutralizing & Decalcifying Shampoo with Color Signal	75-191,544
63.	No Mistake	1,864,498
64.	Palmade	1,918,671
65.	Penetrex	1,478,220
66.	Perfectly Yours	74-386,736
67.	Perfectmix Creme Activator	2,196,377
68.	Perfectmix No Lye Conditioning Relaxer Creme with Color Signal	75-191,546
69.	Pre-Care	1,445,850
70.	Pro Jam	2,114,430
71.	Pro-Moisture	2,193,962

	MARK	SERIAL NO./REG. NO.
72.	Pudding	1,746,274
73.	Red Magic	827,969
74.	Red Scarlet	75-323,762
75.	Red Spice	75-475,985
76.	Reviving Colors	2,067,823
77.	Rich & Natural	1,970,638
78.	Shavine	500,532
79.	Silky Sensation	2,116,198
80.	Smartstart Pre-Relaxer Moisturizer	2,171,855
81.	Soothing Scalp Base	2,193,522
82.	Spiced Brown	75-322,039
83.	Straight & Healthy	2,089,947
84.	Ultra Cholesterol	75-404,536
85.	Wave Runner	75-262,932
86.	Wrap N' Set	75-289,589

SCHEDULE C

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SCHEDULE D

LICENSES

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