

03-09-1999



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3-4-99

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

- 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 23 1998

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
12 23 1998

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

03/08/1999 DNGUYEN 00000064 75453322

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 800.00 OP

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

TRADEMARK
REEL: 1865 FRAME: 0279

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)

**RETURN TO
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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)

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.

David B. Shemano, Esq.

February 26, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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

Corporation Association

Other

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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1574195	1937148	1937146
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1851851	1325304	1830755
1539987	<input type="text"/>	<input type="text"/>

GRANT OF SECURITY INTEREST

[PATENTS] [TRADEMARKS] [COPYRIGHTS]

THIS GRANT OF SECURITY INTEREST, dated as of December 23, 1998, is executed by BELAE BRANDS, INC., a Delaware corporation ("Borrower"), in favor of FINOVA CAPITAL CORPORATION ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Borrower owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "Copyrights");

E. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

F. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

G. Pursuant to the Security Agreement, Borrower has granted to Lender, subject to the Senior Lien, a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by

reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

H. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

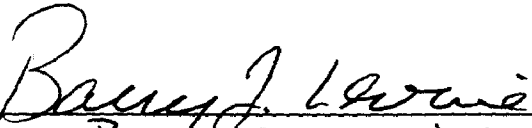
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION
355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Attn: Manager
Telephone No.: (213) 253-1523
Telecopier No.: (213) 253-1517

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

BELAE BRANDS, INC.

By: 
Name: Barry J. Levine
Title: Vice President

ALL-PURPOSE ACKNOWLEDGMENT

New York
STATE OF ~~CALIFORNIA~~

COUNTY OF *New York*) ss.

On *December 23*, 1998, before me, *James M. Turner*
(Name and Title of Officer)

personally appeared *Barry J. Levine*

personally known to me

-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JAMES M. TURNER
A Notary Public of New York
No. 01TU6006074
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 4/8/2000

Signature Of Notary *James M. Turner*

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Number Of Pages

Signer is representing:

Name Of Person(s) Or Entity(ies)

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Country	Number	Granting/Issue Date	Title	Comment/Duration
Benelux	20390-00	February 14, 1990	Dispenser	In effect through February 14, 2000
France	901,002	February 14, 1990	Dispenser	In effect through February 14, 2015 (renewable thereafter for an additional 25 years)
Switzerland	118,099	February 12, 1990	Dispenser	In effect through February 12, 2000 (but appears to be renewable for 5 more years)
United Kingdom	D2004649	August 11, 1989	Dispenser	In effect through August 11, 1999 (but is renewable)
Canada	1,174,650	September 18, 1984	Apparatus and method for dispensing liquid soap	Expires September 18, 2001
United States	Design 321,130	October 29, 1991	Combined Bottle and Cap	Expires October 29, 2005

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DOC SLA 1:283523.5

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
PATENT APPLICATIONS

NONE.

DOCSLAI:283523.5

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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
ALLUSION	USA	REG. 1,745,443	1/12/93	USE AFFIDAVIT 1/12/99 (RENEWAL 1/12/03)
APPLEJACK & PEEL	USA	REG. 1,358,774	9/10/85	RENEWAL 9/10/05
APPLEJACK & PEEL	CANADA	REG. 314,911	6/6/86	RENEWAL 6/6/01
APPLEJACK & PEEL	GREAT BRITAIN	REG. 1,234,781	1/31/85	RENEWAL 1/31/06
APPLEJACK & PEEL	IRELAND	REG. 114,994	1/30/85	RENEWAL 1/29/06
APPLEJACK & PEEL	ISRAEL	REG. 60,323	2/6/85	RENEWAL 02/6/06
APPLEJACK & PEEL	NEW ZEALAND	REG. 156,862 (Cl. 5)	2/5/85	RENEWAL 2/05/06
APPLEJACK & PEEL	NEW ZEALAND	REG. 156,863 (Cl. 4)	2/5/85	RENEWAL 2/05/06
APPLEJACK & PEEL	NEW ZEALAND	REG. 156,864	2/5/85	RENEWAL 2/05/06
APPLEJACK & PEEL	SOUTH AFRICA	REG. 85/0704	1/30/85	RENEWAL 1/30/05
APPLEJACK & PEEL	TAIWAN	REG. 465,692 (L. Cl. 1)	12/16/89	RENEWAL 6/16/99 - 12/16/99
APPLEJACK & PEEL	TAIWAN	REG. 484,104 (L. Cl. 11)	6/16/90	RENEWAL 12/16/99 - 6/16/00
BUBBLES & SCENTS	USA	REG. 1,989,609 (Cl. 42)	7/30/96	USE AFFIDAVIT 7/30/01 - 7/30/02 (RENEWAL 7/30/06)
BUBBLES & SCENTS (& Design)	USA	REG. 1,989,620 (Cl. 42)	7/30/96	USE AFFIDAVIT 7/30/01 - 7/30/02 (RENEWAL 7/30/06)
CHRISTMAS MEMORIES	USA	REG. 1,475,569	2/9/88	RENEWAL 2/9/08

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DOC SLA1:283523.5

MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
CLAIRE BURKE	USA	REG. 1,785,136 (Cl. 4)	8/3/93	RENEWAL 8/3/03
CLAIRE BURKE	BENELUX	REG. 493,805 (Cl. 3, 5, 16)	1/10/91	RENEWAL 1/10/01
CLAIRE BURKE	CANADA	REG. 239,413	1/25/80	RENEWAL 1/25/10
CLAIRE BURKE	GREAT BRITAIN	REG. B1,214,810	3/15/84	RENEWAL 3/15/05
CLAIRE BURKE	GREAT BRITAIN	REG. B1,214,812 (Cl. 5)	3/15/84	RENEWAL 3/15/05
CLAIRE BURKE	ITALY	REG. 345,096 (Cl. 3, 5, 16)	4/27/77	RENEWAL (4/27/97) PENDING
CLAIRE BURKE	MEXICO	REG. 426,839	11/30/92	RENEWAL 8/18/02
CLAIRE BURKE	MEXICO	REG. 426,837 (Cl. 16)	11/30/92	RENEWAL 8/18/92
CLAIRE BURKE	MEXICO	REG. 426,836 (Cl. 5)	11/30/92	RENEWAL 8/18/02
CLAIRE BURKE	MEXICO	REG. 426,266 (Cl. 4)	1/27/93	RENEWAL 8/18/02
CLAIRE BURKE	PARAGUAY	REG. 153,206 (Cl. 5)	4/22/92	RENEWAL 4/22/02
CLAIRE BURKE	TAIWAN	REG. 465,683 (L. Cl. 1)	11/16/89	RENEWAL 11/15/99
CLAIRE BURKE (& Design)	AUSTRALIA	REG. B308,213	6/16/77	RENEWAL 6/16/98 (Late Renewal through 6/16/99)
CLAIRE BURKE (& Design)	AUSTRALIA	REG. B308,214 (Cl. 5)	6/16/77	RENEWAL 6/16/98 (Late Renewal through 6/16/99)
CLAIRE BURKE (& Design)	SAUDI ARABIA	REG. 9978 (Cl. 3, 5, 16)	12/4/82	RENEWAL 11/02/99
CLAIRE BURKE (Script)	SWEDEN	REG. 164,948	10/6/78	RENEWAL (10/6/98) PENDING
CLAIRE BURKE WISTERIA (Style)	USA	REG. 1,749,761	2/2/93	USE AFFIDAVIT 2/2/99 (RENEWAL 2/2/03)
DUCAIR	GREECE	REG. 110,519	8/17/95	RENEWAL 9/2/02
GARDEN MELODY	USA	REG. 1,860,193 (Cl. 3, 4, 21)	10/25/94	USE AFFIDAVIT 10/25/99 - 10/25/00 (REN. 10/25/04)
HOMEPOURRI	USA	REG. 1,846,085	7/19/94	USE AFFIDAVIT 8/19/99 -

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MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
				7/19/00 (RENEWAL 5/10/04)
KID CARE (& Design)	USA	REG. 1,835,928 (Cl. 3, 5, 16, 18, 20, 21)	5/10/94	USE AFFIDAVIT 5/10/99 - 5/10/00 (RENEWAL 5/10/04)
KID CARE (& Design)	SWITZERLAND	REG. 402,453	4/22/93	RENEWAL 7/7/02
KID CARE	ARGENTINA	REG. 1,493,331	12/31/93	RENEWAL 12/31/03
KID CARE	BENELUX	REG. 519,906	7/10/92	RENEWAL 7/10/02
KID CARE	DENMARK	REG. 1749-1993	2/26/93	RENEWAL 2/26/03
KID CARE	FRANCE	REG. 92 429,890	8/6/92	RENEWAL 8/05/02
KID CARE	GREECE	REG. 110,520	8/17/95	RENEAL 9/2/02
KID CARE	IRELAND	REG. B149,993	7/3/92	RENEWAL 7/2/99
KID CARE	ITALY	REG. 648,727	4/21/95	RENEWAL 7/10/02
KID CARE	MEXICO	REG. 441,106	9/3/93	RENEWAL 7/20/02
KID CARE	PORTUGAL	REG. 285,349	4/26/94	RENEWAL 4/26/04
KID CARE	SOUTH AFRICA	APP. 92/5504	7/3/92	REGISTRATION GRANTED
KID CARE	SPAIN	REG. 1,713,720	5/3/95	RENEWAL 7/21/02
KID CARE	SWEDEN	REG. 250,092	7/16/93	RENEWAL 7/16/03
OH CHRISTMAS TREE	USA	REG. 1,574,195 (Cl. 3, 4, 5)	1/2/90	RENEWAL 1/2/00
OH CHRISTMAS TREE	CANADA	REG. 413,251	6/11/93	RENEWAL 6/11/08
PEACHES & DREAMS	USA	REG. 1,937,148	11/21/95	USE AFFIDAVIT 11/21/00 - 11/21/01 (RENEWAL 11/21/05)
PEACHES & DREAMS	USA	REG. 1,937,146 (Cl. 4)	11/21/95	USE AFFIDAVIT 11/21/00 - 11/21/01 (RENEWAL 11/21/05)
PEACHES & DREAMS	USA	REG. 1,937,149	11/21/95	USE AFFIDAVIT 11/21/00 - 11/21/01 (RENEWAL 11/21/05)
PEACHES & DREAMS	USA	REG. 1,974,704 (Cl. 2)	5/21/96	USE AFFIDAVIT 5/21/01 - 5/21/02 (RENEWAL 5/21/06)

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DOC SLA1:283523.5

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./APP. NUMBER</u>	<u>EG./APP. DAT</u>	<u>NEXT ACTION/ DATE COMMENT</u>
PEACHES & DREAMS	AUSTRALIA	REG. A481,529	8/14/91	RENEWAL 2/15/09
PEACHES & DREAMS (Stylized)	AUSTRIA	REG. 121,769	10/13/88	RENEWAL 10/13/98 (Late Renewal through 4/13/99)
PEACHES & DREAMS (Stylized)	CANADA	REG. 357,890	6/30/89	RENEWAL 6/30/04
PEACHES & DREAMS (Stylized)	ITALY	REG. 523,193	2/22/90	RENEWAL 2/16/08
PEACHES & DREAMS (Stylized)	JAPAN	REG. 2,695,127 (L. Cl. 4)	9/30/94	RENEWAL 3/31/04 - 9/30/04
PEACHES & DREAMS (Stylized)	PUERTO RICO	REG. 28,488 (L. Cl. 6)	6/1/88	RENEWAL 3/1/99
PEACHES & DREAMS (Stylized)	SWITZERLAND	REG. 369,764 (Cl. 5)	6/21/89	RENEWAL 2/10/08
PEACHES & DREAMS (Stylized)	TAIWAN	REG. 467,475 (L. Cl. 1)	12/1/89	RENEWAL 12/01/99
SIMMERING SACHETS	USA	REG. 1,931,791	10/31/95	USE AFFIDAVIT 10/31/00 - 10/31/01 (RENEWAL 10/31/05)
SPRAYPOURRI	USA	REG. 1,834,247	5/3/94	USE AFFIDAVIT 5/3/99 - 5/3/00 (RENEWAL 5/3/04)
SPRING MEADOW	USA	REG. 1,171,887	10/6/81	RENEWAL 10/06/01
SPRING MEADOW	CANADA	REG. 371,363	7/27/90	RENEWAL 7/27/05
THE FUN KIDS WANT, THE QUALITY MOTHERS DEMAND	USA	REG. 1,835,927 (Cl. 3, 5, 16, 20, 21)	5/10/94	USE AFFIDAVIT 5/10/99 - 5/10/00 (RENEWAL 5/10/04)

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<u>MARK</u>	<u>COUNTRY</u>	<u>REG./APP. NUMBER</u>	<u>EG./APP. DAT</u>	<u>NEXT ACTION/ DATE COMMENT</u>
VAPOURRI (Stylized)	USA	REG. 612,869 (Cl. 5)	9/27/55	RENEWAL 9/27/05
VAPOURRI (Stylized)	AUSTRALIA	REG. A306,862 (Cl. 5)	5/3/77	RENEWAL 5/3/98 (Late Renewal through 5/3/99)
VAPOURRI (Stylized)	CANADA	REG. 232,647	4/12/79	RENEWAL 4/12/09
VAPOURRI (Stylized)	GREAT BRITAIN	REG. 1,077,939 (Cl. 5)	5/3/77	RENEWAL 5/3/08
VAPOURRI (Stylized)	ITALY	REG. 346,111 (Cl. 5)	5/23/77	RENEWAL 5/23/07
VAPOURRI (Stylized)	SWEDEN	REG. 164,387	8/11/78	RENEAL (8/11/98) PENDING
VITABAD	USA	REG. 1,707,676	8/18/92	RENEWAL 8/18/02
VITABAD	AUSTRIA	REG. 138,643	11/5/91	RENEWAL 11/30/01
VITABAD	BENELUX	REG. 502,630	7/19/91	RENEWAL 7/19/01
VITABAR	USA	REG. 1,707,676	8/18/92	RENEWAL 8/18/02
VITABAR	AUSTRIA	REG. 138,643	11/5/91	RENEWAL 11/30/01
VITABAR	BENELUX	REG. 502,630	7/19/91	RENEWAL 7/19/01
VITABAR	DENMARK	REG. 7939-1992	8/21/92	RENEWAL 8/21/02
VITABAR	FRANCE	REG. 1,681,294	7/18/91	RENEWAL 7/18/01
VITABAR	GERMANY	REG. 2,048,524	11/2/93	RENEWAL 7/24/01
VITABAR	ITALY	REG. 625,777	6/17/94	RENEWAL 8/13/01
VITABAR	JAPAN	REG. 2,671,914 (L. Cl. 4)	6/29/94	RENEWAL 12/29/03 - 6/29/04
VITABAR	SWITZERLAND	REG. 400,311	7/22/91	RENEWAL 7/22/11
VITABATH	USA	REG. 697,889	5/17/60	RENEWAL 8/18/02
VITABATH	USA	REG. 951,482	1/23/73	RENEWAL 1/23/03
VITABATH	USA	REG. 951,501	1/23/73	RENEWAL 1/23/03
VITABATH	AFGHANISTAN	REG. 4,422	7/14/90	RENEWAL 7/14/00
VITABATH	CANADA	REG. 112,052	10/31/58	RENEWAL 10/31/03
VITABATH	CANADA	REG. 183,593	6/2/72	RENEWAL 6/2/02
VITABATH	EL SALVADOR	REG. 299/13	10/22/92	RENEWAL 10/22/02
VITABATH	GERMANY	REG. 396 39 548	9/11/96	RENEWAL 9/30/06

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DOCSLAI:283523.5

MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
VITABATH	GREAT BRITAIN	REG. 823,313 (Cl. 5)	7/21/61	RENEWAL 7/21/06
VITABATH	GREAT BRITAIN	REG. 823,312	7/21/61	RENEWAL 7/21/06
VITABATH	GREAT BRITAIN	REG. 1,078,492	5/13/77	RENEWAL 5/13/08
VITABATH	ICELAND	REG. 206/1991	2/27/91	RENEWAL 2/27/01
VITABATH	INDONESIA	REG. 289,521	3/11/93	RENEWAL 3/11/03
VITABATH	IRAN	REG. 65,194	7/15/90	RENEWAL 4/18/00
VITABATH	IRELAND	REG. 137,655	11/1/89	RENEWAL 10/31/06
VITABATH	IRELAND	REG. 137,656 (Cl. 5)	11/1/89	RENEWAL 10/31/06
VITABATH	JAPAN	REG. 4,108,992	1/30/98	RENEWAL 1/30/08 (ENG. w/KATAKANA)
VITABATH	JAPAN	REG. 4,108,991	1/30/98	RENEWAL 1/30/08 (ENG. w/KATAKANA)
VITABATH	MOROCCO	REG. 44,139	1/29/90	RENEWAL 1/29/00
VITABATH	NICARAGUA	REG. 20,433	10/15/91	RENEWAL 10/14/01
VITABATH	NORWAY	REG. 146,207	7/25/91	RENEWAL 7/25/01
VITABATH	SOUTH AFRICA	REG. 90/4970	6/15/90	RENEWAL 6/15/00
VITABATH	TAIWAN	REG. 689,902	9/16/95	RENEWAL 9/15/05
VITABATH	TAIWAN	REG. 689,998	9/16/95	RENEWAL 9/15/05 (ENGLISH w/CHINESE)
VITABATH GOLD	USA	REG. 1,769,616	5/11/93	USE AFFIDAVIT 5/11/99 (RENEWAL 5/11/03)
VITABATH NATURALS	USA	REG. 1,851,851	8/30/94	USE AFFIDAVIT 8/30/99 - 8/30/00 (RENEWAL 8/30/04)
VITABATH PLUS	USA	REG. 1,325,304	3/19/85	RENEWAL 3/19/05
VITASPA	USA	REG. 1,830,755	4/12/94	USE AFFIDAVIT 4/12/99 - 4/12/00 (RENEWAL 4/12/04)

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DOCSLA1:283523.5

MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
VITASPA	AUSTRALIA	REG. A562,248	8/23/91	RENEWAL 8/23/08
VITASPA	AUSTRIA	REG. 145,076	12/12/92	RENEWAL 12/31/02
VITASPA	FRANCE	REG. 1,688,734	8/23/91	RENEWAL 8/23/01
VITASPA	GERMANY	REG. 2,056,382	8/27/91	RENEWAL 8/27/01
VITASPA	GREAT BRITAIN	REG. 1,474,292	8/23/91	RENEWAL (8/23/98) PENDING
VITASPA	ITALY	REG. 610,298	9/2/91	RENEWAL 9/2/01
VITASPA	JAPAN	REG. 2,653,476 (L. Cl. 1)	4/28/94	RENEWAL 10/28/03 - 4/28/04
VITASPA	JAPAN	REG. 2,671,917 (L. Cl. 4)	6/29/94	RENEWAL 12/29/03 - 6/29/04
VITASPA	MEXICO	REG. 408,340	9/9/91	RENEWAL 9/9/01
VITASPA	NEW ZEALAND	REG. 212,435	8/26/91	RENEWAL 8/26/12
VITASPA	SOUTH AFRICA	REG. 91/7140	8/28/91	RENEWAL 8/28/01
VITASPA	SPAIN	REG. 1,654,815	9/3/91	RENEWAL 9/3/01
VITASPA BODYSKIN CARE FROM VITABATH	AUSTRIA	REG. 142,970	7/15/92	RENEWAL 7/31/02
VITASPA BODYSKIN CARE FROM VITABATH	BENELUX	REG. 517,454	4/10/92	RENEWAL 4/10/02
VITASPA BODYSKIN CARE FROM VITABATH	DENMARK	REG. 1120-1003	2/5/93	RENEWAL 2/5/03
VITASPA BODYSKIN CARE FROM VITABATH	FRANCE	REG. 92,414,650	4/10/92	RENEWAL 4/10/02
VITASPA BODYSKIN CARE FROM VITABATH	GERMANY	REG. 2,056,290	2/8/94	RENEWAL 4/10/02
VITASPA BODYSKIN CARE FROM VITABATH	ITALY	REG. 641,494	12/28/94	RENEWAL 4/10/02
VITASPA BODYSKIN CARE FROM VITABATH	MEXICO	REG. 446,528	11/16/93	RENEWAL 4/10/02
VITASPA BODYSKIN CARE FROM VITABATH	SPAIN	REG. 1,695,860	11/5/92	RENEAL 4/10/02
VITASPA BODYSKIN CARE	SWITZERLAND	REG. 397,063	4/10/92	RENEWAL 4/10/12

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DOCSLAI:283523.5

MARK	COUNTRY	REG./APP. NUMBER	EG./APP. DAT	NEXT ACTION/ DATE COMMENT
FROM VITABATH				
WATERLILLY	USA	REG. 1,539,987	5/23/89	RENEWAL 5/23/09
WATERLILLY	CANADA	REG. 386,050	6/28/91	RENEWAL 6/28/06
WISTERIA (& Design)	CANADA	REG. 447,475	9/15/95	RENEWAL 9/15/10

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Reg/App. Number	Reg. Date
Outlook	75/453322	3/19/98
Outlook	75/453323	3/19/98
Belae Brands	75/453184	3/19/98
Belae Brands	75/453324	3/19/98
Belae Brands	75/453183	3/19/98

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

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Christmas Memories Porcelain Incense House

Jurisdiction: United States

Registration No.: TX 2 324 876

Reg. Date: April 18, 1988

Owner: Claire Burke, Inc. (Predecessor of TII)

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DOCSLA1:283523.5

RECORDED: 03/04/1999

**TRADEMARK
REEL: 1865 FRAME: 0296**