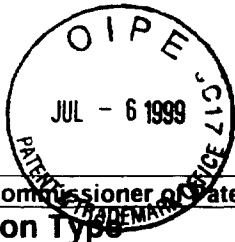


07-08-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MSD 7-6-99

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
06 30 99

Conveying Party

Mark if additional names of conveying parties attached

Name The Benjamin Ansehl Company Execution Date
Month Day Year
06 30 99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 600 Fifth Avenue

Address (line 2) _____

Address (line 3) New York NY 10020
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 New York

07/07/1999 DMSUYEN 00000248 807616

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 850.00 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: 001924 FRAME: 0493

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="807,616"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

SITA RAMHARALE

Name of Person Signing

[Signature]

Signature

02/02/99

Date Signed

SCHEDULE-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>File No.</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BJH 5941	FRANCES HARRIET	807,616	04/26/66
BJH 5942	FRANCES HARRIET	807,631	04/26/66
BJH 5953	COUNTRY STORE	1,003,143	01/28/75
BJH 5953.2	COUNTRY STORE	1,295,460	09/18/84
BJH 5957	AMETHYST	315,513	07/31/34
BJH 5973	PARIS NIGHT	1,254,230	10/18/83
BJH 5983	OIL OF NATURE & Design	1,154,397	05/19/81
BJH 5984	OIL OF CHARM	1,154,398	05/19/81
BJH 6020	PEARL FRESH	1,207,749	09/14/82
BJH 6067	ULTRABATH	1,307,601	12/04/84
BJH 6070	NATURE'S CREATION	1,291,689	08/28/84
BJH 6070.1	NATURES CREATION (Canada)	300,706	03/08/85
BJH 6094	SCRUBBLES	896,120	08/04/70
BJH 6097	CLEAR SAILING	1,341,877	06/18/85
BJH 6113	LI'L BEAR	1,321,715	02/26/85
BJH 6129	HONEYKINS	1,387,965	04/01/86
BJH 6135	MR. FUN'S	1,400,056	07/08/86
BJH 6172	COURTIME	1,476,475	02/16/88
BJH 6246	MARY SHERMAN (Stylized)	718,346	07/11/61
BJH 6250	HOLIDAY HEARTH	1,730,572	11/10/92
BJH 6260	DUAL CARE	1,660,469	10/15/91
BJH 6296	PARIS NIGHT	1,370,788	11/19/85
BJH 6308	MOISTURE-IN	1,692,331	06/09/92

<u>File No.</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BJH 6325	KIDZ	1,857,428	10/11/94
BJH 6335	PE-RU-NA	502,178	09/14/48
BJH 6341	LIQUI SOAP (Stylized)	1,168,862	09/15/81
BJH 6342	BOTTLE DESIGN	1,260,342	12/06/83
BJH 6343	TUBZA BUBBLES	1,316,448	01/29/85
BJH 6346	DESIGN OF HUMAN FEMALE	1,431,675	03/10/87
BJH 6371	ROYAL BOUQUET	1,809,863	12/07/93
BJH 6385	GOLDEN CREATIONS	2,051,100	04/08/97
BJH 6386	TROPICAL DELIGHT	1,912,142	08/15/95
BJH 6390	SWAMP GOO	1,975,384	05/21/96
BJH 6392	CREATURES OF THE DEEP	1,987,585	07/16/96
BJH 6416	BLOSSOMS & BERRIES COLLECTION	2,234,982	03/23/99

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, The Benjamin Ansehl Company, a Missouri corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule -A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, 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 Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


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

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 30th day of June, 1999.

THE BENJAMIN ANSEHL COMPANY

By


Name: Paul M. Ansehl
Title: President

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOWN ALL MEN BY THESE PRESENTS, THAT The Benjamin Ansehl Company, a Missouri corporation with its principal office at 1555 Page Industrial Boulevard, Saint Louis, Missouri 63032 (hereinafter called "Assignor") hereby appoints and constitutes, effective on occurrence and during the continuance of an Event of Default under the Credit Agreement (as defined below), The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

- (1) For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

- (2) For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

- (3) To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.


This power of attorney is made pursuant to a Security Agreement and Mortgage - Trademarks and Patents, dated the date hereof, between Assignor and Assignee and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Secured Obligations" as defined in such Security Agreement and Mortgage.

Dated: June 30, 1999

[Corporate Seal]

THE BENJAMIN ANSEHL COMPANY

By


Name: Paul A. Wappeler
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30th day of June, 1999, before me personally appeared Paul Wapplerhorst, to me known, who, being by me duly sworn, did depose and say that he resides at St Louis Missouri and that he is Vice President of The Benjamin Ansehl Company, the Missouri corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.



Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2000