

7.28.99

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08-03-1999

To the Honorable Commissioner of

the attached original documents or copy hereof.

1. Name of conveying party(ies)



and address of receiving party(ies):

Chase Manhattan Bank

101109552

U.S. Patent & TM/OTC/TM Mail Hcpt Ut. #31

Roux Laboratories, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

Address:

5344 Overmyer Drive
Jacksonville, Florida 32254

Additional name(s) of conveying party(ies) attached Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached? Yes No

Execution Date: April 23, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,917,545 1,438,871

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Allison Strickland

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:..... 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

08/02/1999 NTHAI1 00000254 1917545

01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Allison Strickland
Name of Person Signing

J. Allison Strickland
Signature

July 28, 1999
Date

Total number of pages comprising cover sheet: _____

**RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION**

RELEASE, dated as of April __, 1999, made by THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent"), in favor of ROUX LABORATORIES INC. (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Borrowing Subsidiaries from time to time parties thereto, the banks and other financial institutions from time to time parties thereto (the "Lenders"), the Co-Agents named therein (in such capacities, the "Co-Agents"), Citibank, N.A., as documentation agent (in such capacity, the "Documentation Agent"), Lehman Commercial Paper Inc., as syndication agent (in such capacity the "Syndication Agent"), Chase Securities Inc., as arranger (in such capacity, the "Arranger"), and the Administrative Agent;

WHEREAS, the Grantor has granted to the Administrative Agent a first priority, perfected security interest in the Trademark and trademark registration described on Schedule I hereto (the "Trademark Collateral") pursuant to (a) the Company Security Agreement, dated as of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Administrative Agent and (b) the Company Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; collectively with the Security Agreement, the "Agreements"), made by the Grantor in favor of the Administrative Agent;

WHEREAS, The Security Interest has been recorded in the United States Patent and Trademark Office at **REEL 1746, FRAME S3** for the trademark OOMPH (Reg. No. 1917545) and at **REEL 1317, FRAME 332** for the trademark OOMPH (STYLIZED) (Reg. No. 1438871).

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral in order to permit the sale thereof in accordance with the terms of the Credit Agreement and the Agreements;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreements.

2. Release of Security Interest. (a) The Administrative Agent hereby releases its security interest in the Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral, and any right, title, and interest of the Administrative Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Administrative Agent, the Syndication Agent, the Documentation Agent, any Co-Agent, any Managing Agent or any Lender.

(b) Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Administrative Agent in any Trademarks or other Collateral not constituting Trademark Collateral thereunder which has been granted pursuant to the Agreements (including, without limitation, any security interest in the proceeds of the Trademark Collateral).

3. Further Assurances. The Administrative Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Administrative Agent on behalf of the Lenders has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: Neil R. Boylan
Title: Neil R. Boylan
Managing Director

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On the 23rd day of April, 1999, before me personally came Neil R. Boylan, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Managing Director of The Chase Manhattan Bank, who being by me duly sworn, did depose and say that he resides at 270 PARK AVE, NY, NY; that he is Managing Director of The Chase Manhattan Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Elsa V. Griffith
 Notary Public

ELSA V. GRIFFITH
 Notary Public, State of New York
 No. 01GR4838119
 Qualified in Kings County
 Commission Expires March 30, 2001

[Seal]

My commission expires:

3/30/2001

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION

OOMPH

U.S. Registration Number: 1,917,545

Registered: September 12, 1995

Serial Number: 74-572,582

OOMPH (STYLIZED)

U.S. Registration Number: 1438871

Registered: May 12, 1987

Serial Number: 73-620367