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FORM PTD-1584

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OMG No. 0851-0011 (exp. 08/98)

8-11-99

RECC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings □ □ □ ▼

101118321

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KISS Nail Products, Inc.

☐ Individual(s)☐ General Partnership☒ Corporation-State☐ Other☐ Association☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☒ Security Agreement☐ Other☐ Merger☐ Change of Name

Execution Date: July 30, 1999

2. Name and address of receiving party(ies)

Name: THE Chase Manhattan Bank

Internal Address:

Street Address: 200 Jericho Quadrangle

City: JERICHO State: NY ZIP: 11753

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherIf 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) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

Additional numbers attached? ☒ Yes ☐ No

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

Name:

Return To 97738
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

City: State: ZIP:

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41).....\$215.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/13/1999 COATES 00000069 1759380

01 FC:481
02 FC:482

40.00 DP

275.00 DP

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.

Lorena Boman
Name of Person SigningLorena Boman
Signature8-4-99
Date

Total number of pages including cover sheet, attachments, and document: 5

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

INTELLECTUAL PROPERTY TRADEMARK ASSETS

Domestic:

<u>Mark</u>	<u>Country</u>	<u>Serial /Registration No.</u>
KISS	U.S.	1,759,380 ¹ and 2,248,495 ²
BROADWAY NAILS	U.S.	75/302,419 ³
GOLDFINGER	U.S.	75/329,965 ⁴
MY FIRST LOVE	U.S.	75/307,314 ⁵
FRENCH KISS	U.S.	75/307,390 ⁶
KISS ON BROADWAY	U.S.	75/725,830 ⁷
KISSING	U.S.	75/351,721 ⁸
BROADWAY NAILS. NATURAL NAILS IN A N.Y. MINUTE	U.S.	75/707,405 ⁹
SEASPA	U.S.	75/529,330 ¹⁰
TOUCH 2	U.S.	75/391,382 ¹¹
WONDERFUL NAILS	U.S.	2,250,947 ¹²

**TRADEMARK SECURITY AGREEMENT
FOR RECORDATION**

WHEREAS, KISS NAIL PRODUCTS, INC., a New York corporation (the "Company"), having its principal place of business at 2 Harbor Park Drive, Port Washington, New York 11050 is the owner of all right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement dated as of July 30, 1999 (the "Trademark Agreement") made by the Company in favor of **THE CHASE MANHATTAN BANK**, a New York banking corporation ("Secured Party"), the Company is required to grant a security interest in, and lien on, said trademarks to secure the obligations of the Company under (a) a Guaranty, dated as of July 30, 1999, with respect to the obligations of 1 Harbor Park Realty Co., L.L.C. and (b) a Guaranty, dated as of July 30, 1999, with respect to the obligations of 2 Harbor Park Realty Associates, L.L.C., each in favor of the Secured Party (with the Trademark Agreement, the "Agreements"); and

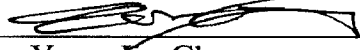
WHEREAS, the Company is willing to grant to Secured Party the security interest in and lien on the trademarks described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Company hereby grants to the Secured Party a security interest in, and a lien upon, the trademarks set forth in Schedule A attached hereto and recordings and applications therefor, which assignment and security interest shall secure all the Guaranty Obligations (as defined in the Trademark Agreement) and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

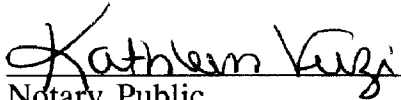
Uniondale, New York
July 30, 1999

KISS NAIL PRODUCTS, INC.

By: 
Name: Yong Jin Chang
Title: President

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

On this 28~~th~~ day of July, 1999 before me personally came Yong Jin Chang, who being duly sworn, did depose and say that he is the President of KISS NAIL PRODUCTS, INC., the corporation which executed the above instrument, and that he signed his name thereto pursuant to the authority granted by the Board of Directors of such corporation.


Notary Public

KATHLEEN VERZI
Notary Public, State of New York
No. 01VE4845439
Qualified in Nassau County
Commission Expires 11/20/2000

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