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FORM PTO-1584 (Rev. 6-83) 8-11-99 REC



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMR No. 0251-0011 (exp. 4/94)

Tab settings

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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 Partnership

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

3. Nature of conveyance:

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

Execution Date: 7-30-99

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank as agent

Internal Address:

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

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

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) & 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: 00000060-1759300 State: ZIP:

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- 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 DCDATES

40.00 OP  
275.00 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.

Lorena Romero  
Name of Person Signing

Lorena Romero  
Signature

8-4-99  
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

01 FC:481  
02 FC:482

## INTELLECTUAL PROPERTY TRADEMARK ASSETS

Domestic:

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

**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 July 30, 1999 (the "Trademark Agreement") made by 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 Credit Agreement, dated as of July 30, 1999 (with the Trademark Agreement, the "Agreements") among the Company, the Secured Party, as a Lender and an Administrative Agent, and the other Lenders party thereto (collectively, the "Lenders"); and

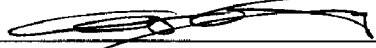
**WHEREAS**, Company is willing to grant to Secured Party for the ratable benefit of the Lenders the security interest in and lien on the trademarks described above.

**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 Secured Party for the ratable benefit of the Lenders 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 Obligations (as defined in the Agreements) 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.

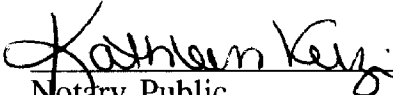
Uniondale, New York  
July 30, 1999

**KISS NAIL PRODUCTS, INC.**

By:   
Name: Yong Jin Chang  
Title: President

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

On this ~~28~~ 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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MY FIRST LOVE	U.S.	75/307,314 <sup>5</sup>
FRENCH KISS	U.S.	75/307,390 <sup>6</sup>
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SEASPA	U.S.	75/529,330 <sup>10</sup>
TOUCH 2	U.S.	75/391,382 <sup>11</sup>
WONDERFUL NAILS	U.S.	2,250,947 <sup>12</sup>