

10-12-1999



101166403
RECORDATION COVER SHEET
TRADEMARKS ONLY

MAD
10/5/99

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

Effective Date
Month Day Year
 9 4 98

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 9 4 98

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 National Banking

Other

Citizenship/State of Incorporation/Organization

10/08/1999 MTHAI1 00000191 75436725

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 725.00 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: 001966 FRAME: 0666

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" value="See Attached"/>	<input type="text" value="Schedule I"/>	<input type="text"/>	<input type="text" value="See Attached"/>	<input type="text" value="Schedule I"/>	<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.

Robert H.G. Lockwood

7/21/99

Name of Person Signing

Signature

Date Signed

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

SCHEDULE 1

BLISS	75/436,725		PENDING
CELLOXIN	75/471,220		PENDING
MEMORYPLEX	75/035,242	2,013,844	REGISTERED
NIO STYLING TOOLS	75/321,944		ALLOWED
NIO STYLING TOOLS	75/322,272		ALLOWED
NIO STYLING TOOLS	75/322,322		ALLOWED
NIOBRUSH	75/322,946		PENDING
NIOCAM	75/178,869		ALLOWED
NIOCIDIN	75/449,569	2,242,770	REGISTERED
NIOCOMB	75/322,323		PENDING
NIODRYER	75/322,321		PENDING
NIOGEL	75/001,891	1,985,897	REGISTERED
NIOGEL (Stylized)	74/728,085	1,988,700	REGISTERED
NIOPLEX	75/035,240	2,064,103	REGISTERED
NIORAZOR	75/322,488		PENDING
NIOSCOPE	75/179,193		ALLOWED
NIOSPRAY	75/035,241	2,015,707	REGISTERED

NIOXIDE	75/449,480	2,221,749	REGISTERED
NIOXIN	73/717,138	1,508,806	REGISTERED
NIOXIN Stylized	75/436,259	2,241,607	REGISTERED
NOURISH YOUR ROOTS	74/656,337	2,062,511	REGISTERED
NX3	75/274,143	2,132,834	REGISTERED
PROCEMENT	75/333,554		ALLOWED
RECHARGING COMPLEX	74/671,793	2,012,821	REGISTERED
SCIENCE OF LIVING HAIR	75/324,273	2,152,630	REGISTERED
SEBOLYTIC CLEANSER	75/436,219	2,216,501	REGISTERED
SEMODEX	75/420,431	2,205,864	REGISTERED
STRUCTURE & STRENGTH	75/436,660	2,260,680	REGISTERED
THE THEATER OF LIVING HAIR	75/322,271	2,196,710	REGISTERED
TRIPLE BONDING	75/327,030		ALLOWED

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 4th, 1998, by **NIOXIN RESEARCH LABORATORIES, INC.**, a Georgia corporation ("Grantor"), with a principal place of business at 1781 Westfork Drive, Lithia Springs, Georgia 30067, in favor of **FIRST UNION NATIONAL BANK**, ("Bank") with a principal place of business at Suite 950, 999 Peachtree Street, N.E., Atlanta, Georgia 30309.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Grantor, Bank and the Guarantors specified therein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Bank has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Bank is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and licenses of the trademarks to which it is a party (the "Trademarks") including those referred to on Schedule 1 hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license of a Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim which Grantor may have against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or (iii) infringement of any Trademark right licensed to Grantor.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant

to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement.

4. New Trademarks. The Grantor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, and (b) no liens, claims or security interests in such Trademarks have been granted by the to any entity other than the Bank and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) becomes entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 2 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Grantor shall give to the Bank written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Grantor hereby authorizes the Bank to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which become Trademarks under paragraph 2 above or under this paragraph and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

5. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Grantor further agrees (i) not to abandon any Trademark without the prior written consent of the Bank, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Bank shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIOXIN RESEARCH LABORATORIES, INC.

By: Eva C. Graham

Name: Eva C. Graham

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

FIRST UNION NATIONAL BANK, N.A.

By: [Signature]

Name: Richard B. Gaudet

Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 4th day of Sept. 1998 before me personally appeared Eva C. Graham proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of [Signature], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

[Signature]
Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires April 6, 2001

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

SCHEDULE 1

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
T01616US0	AROMATASE	10/9/96	75/179,192			ALLOWED	03
T02108US0	BLISS	2/19/98	75/436,725			PENDING	30
T02202US0	CELLOXIN	4/21/98	75/471,220			PENDING	03
T01999US0	DERMATICIAN	9/26/97	75/364,019			PENDING	42
T01142US0	FIT	4/24/96	75/093,244			ABANDONED	03
T01896US0	INTERMICELLARY CEMENT	7/18/97	75/326,953			ABANDONED	03
T00727US0	MEMORYPLEX	12/12/95	75/035,242	11/5/96	2,013,844	REGISTERED	03
T01877US0	NIO STYLING TOOLS	7/10/97	75/321,944			ALLOWED	08
T01877US1	NIO STYLING TOOLS	7/10/97	75/322,272			ALLOWED	11
T01877US2	NIO STYLING TOOLS	7/10/97	75/322,322			ALLOWED	21
T01878US0	NIOBOT					ABANDONED	09
T01881US0	NIOBRUSH	7/11/97	75/322,946			PENDING	21
T01609US0	NIOCAM	10/9/96	75/178,869			ALLOWED	09

TRADEMARK

REEL: 001966 FRAME: 0673

REFERENCE.#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
T02159US0	NIOCIDIN	3/13/98	75/449,569			PENDING	03
T01882US0	NIOCOMB	7/10/97	75/322,323			PENDING	21
United States - Continued							
T01879US0	NIODRYER	7/10/97	75/322,321			PENDING	11
T00540US0	NIOGEL	10/5/95	75/001,891	7/9/96	1,985,897	REGISTERED	003
T00539US0	NIOGEL (Stylized)	9/12/95	74/728,085	7/23/96	1,988,700	REGISTERED	03
T00726US0	NIOPLEX	12/21/95	75/035,240	5/20/97	2,064,103	REGISTERED	03
T01880US0	NIORAZOR	7/10/97	75/322,488			PENDING	08
T01610US0	NIOSCOPE	10/9/96	75/179,193			ALLOWED	09
T00725US0	NIOSPRAY	12/21/95	75/035,241	11/12/96	2,015,707	REGISTERED	03
T02160US0	NIOXIDE	3/13/98	75/449,480			PENDING	03
T00611US0	NIOXIN	3/17/88	717,138	10/18/88	1,508,806	REGISTERED	03
T02125US0	NIOXIN Stylized	2/18/98	75/436,259			PENDING	03
T01062US0	NIOZONE	4/9/96	75/090,995			PENDING	03
T00993US0	NOURISH YOUR ROOTS	4/5/95	74/656,337	5/20/97	2,062,511	REGISTERED	03
T01817US0	NX3	4/14/97	75/274,143	1/27/98	2,132,834	REGISTERED	03
T01922US0	PROCEMENT	7/31/97	75/333,554			ALLOWED	03
T00538US0	RECHARGING COMPLEX	5/9/95	74/671,793	10/29/96	2,012,821	REGISTERED	05

Corpmv/113861

REFERENCE #	MARK	FILED	APPL.#	REGDT	REG#	STATUS	CLASSES
T01876US0	SCIENCE OF LIVING HAIR	7/11/97	75/324,273	4/21/98	2,152,630	REGISTERED	03
United States - Continued							
T02124US0	SEBOLYTIC CLEANSER	2/18/98	75/436,219			PENDING	03
T02116US0	SEMODEX	1/20/98	75/420,431			PENDING	03
T02109US0	STRUCTURE & STRENGTH	2/19/98	75/436,660			PENDING	30
T01883US0	THE THEATER OF LIVING HAIR	7/10/97	75/322,271			ALLOWED	35
T01905US0	TRIPLE BONDING	7/18/97	75/327,030			ALLOWED	03

Corpm/113861



SMITH, GAMBRELL & RUSSELL, LLP

ATTORNEYS AT LAW

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10-05-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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Fax: (404) 685-6906
E-Mail: rlockwood@sgratl.com

October 4, 1999

D

Assistant Commissioner for Trademarks
Box Assignment
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Assignment (Security Interest) of U.S. Trademarks
Assignee: First Union National Bank
Assignor: Nioxin Research Laboratories, Inc.

Dear Commissioner:

Enclosed are a Form Recordation Cover Sheet for Patents, the Trademark Security Agreement document, and check in the amount of \$765.00 for the recording fee. Also enclosed is our return postcard which we would appreciate your mail room stamping as to the date received and returning the same to us.

Very truly yours,


Robert H. G. Lockwood

RHGL/jf

Enclosures

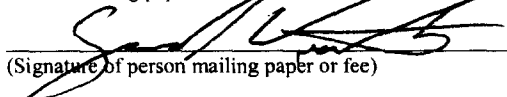
cc: Brian Hall, Esq.
Ms. Melissa M. Bedsole

Express Mail mailing label number EL320752753

Date of Deposit: October 4, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Assistant Commissioner of Patents and Trademarks, Box Assignment, 2900 Crystal Drive, Arlington, VA 22202-3513.

Person mailing paper: SAMUEL G. WESTBROOK


(Signature of person mailing paper or fee)