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TO: The Commissioner of Patents and Trademark

Submission Type

101261268

New

Assignment

License

Resubmission (Non-Recordation)
Document ID #

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # Frame #

Merger

Effective Date
Month Day Year
10 6 99

Corrective Document
Reel # Frame #

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Nioxin Research Laboratories, Inc.

10 6 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Georgia

Receiving Party

Mark if additional names of receiving parties attached

Name First Union National Bank

DBA/AKATA

Composed of

Address (line 1) Suite 950

Address (line 2) 999 Peachtree Street, N.E.

Address (line 3) Atlanta
City

Georgia
State/Country

30309
Zip Code

Individual General Partnership Limited Partnership

Corporation Association National Banking

Other

Citizenship/State of Incorporation/Organization

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.)

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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

Name of Person Signing



Signature

12/29/98

Date Signed

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 1999, 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 September 4, 1998 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 continue to extend 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)
COUNTY OF Douglas) ss.

On this 6 day of October, 1999 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 NIOXIN, 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}

Jacey Powell
Notary Public

Notary Public, Paulding County, Georgia
My Commission Expires Aug. 30, 2002

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

REFERENCE #	MARK	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
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UNITED STATES

	Liquid Gel	5/27/99	75716035			Pending	03
	Liquid Mist	5/27/99	75714601			Pending	03
	Cytogen	2/1/99	75631808			Pending	03
	Scalp Therapy	12/10/98	75602981			Pending	03
	Triple Bonding Reconstructor	10/20/98	75574020			Pending	03