

ALM
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

Return to:
Michael Kontokosta
O'Sullivan Graev & Karahall LLP

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

03-21-2000



16
2 SHEET

101293559

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
111599

Name

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 Corporation Association
- 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.)

03/20/2000 DCDATES 00000247 75523217
01 FC:481
02 FC:482
40.00 OP
450.00 OP

FOR OFFICE USE ONLY

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: 002037 FRAME: 0001

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="75523217"/>	<input type="text" value="75562898"/>	<input type="text" value="75674625"/>	<input type="text" value="2231224"/>	<input type="text" value="2270680"/>	<input type="text" value="2196647"/>
<input type="text" value="75359679"/>	<input type="text" value="75511970"/>	<input type="text" value="75556402"/>	<input type="text" value="1891591"/>	<input type="text" value="2237865"/>	<input type="text" value="1635914"/>
<input type="text" value="75548942"/>	<input type="text" value="75488389"/>	<input type="text" value="75563700"/>	<input type="text" value="2025454"/>	<input type="text" value="1579702"/>	<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

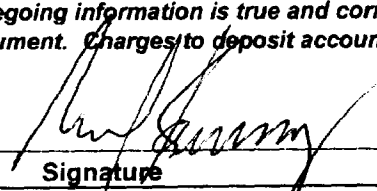
Statement and Signature

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.

GMAC Commercial Credit LLC

By: Michael E. Kontokosta, its attorney

Name of Person Signing



Signature



Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 15 99

Name Tristar USA, Inc.

Formerly Fragrance Impressions Limited

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name GMAC Commercial Credit LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1290 Avenue of the Americas

Address (line 2) _____

Address (line 3) New York New York 10104
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization New York

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 the Assignment.)

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)

<u>75523218</u>	<u>75284870</u>	

Registration Number(s)

TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of November 15, 1999 is made by and between TRISTAR USA, INC., a Delaware corporation, having its chief executive office at 12500 San Pedro Avenue, Suite 500, San Antonio, Texas 78216 (the "Borrower"), and GMAC COMMERCIAL CREDIT LLC, having offices at 1290 Avenue of the Americas, New York, New York 10104 (the "Lender").

WITNESSETH:

WHEREAS, the Lender and the Borrower have entered into that certain Revolving Credit and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to the Borrower; and

WHEREAS, the Lender has required as a condition, among others, to the making of the Loans to the Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Borrower's obligations and liabilities hereunder, under the Credit Agreement, the Note and under all of the other instruments, documents and agreements executed and delivered by the Borrower to the Lender in connection with the Credit Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that the Borrower execute and deliver this Agreement to the Lender;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings ascribed thereto in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks To secure the complete and timely payment performance and satisfaction of all of the Obligations, The Borrower hereby grants to the Lender, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications and registered domain names and domain name applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications and registered domain names and domain name applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of the Borrower's respective business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications and registered domain names and domain name applications, whether the Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right as provided in the Credit Agreement to use the foregoing in connection with the enforcement of the Lender's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

4. New Trademarks. The Borrower represents and warrants that the Trademarks or Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and registered domain names and domain name applications and license agreements which are now owned or held by the Borrower. Notwithstanding the generality of the foregoing, the Borrower further represents and warrants (i) that the trademark, servicemark and domain name registrations listed on Schedule A are owned by the Borrower free and clear of any liens or encumbrances and are valid, subsisting and enforceable and (ii) that the pending trademark, servicemark and domain name applications listed on Schedule A are owned by the Borrower free and clear of any liens and encumbrances and are now pending in the U.S. Patent and Trademark Office or, as to domain names, a domain name registrar accredited by Internet Corporation for Assigned Names and Numbers (ICANN). If, prior to the termination of this Agreement, the Borrower shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, domain name registrations or domain name applications or license agreements or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, domain name registrations or domain name application, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to the Lender prompt written notice thereof. Regardless of whether or not such notice from the Borrower has been given or received, the Borrower hereby authorizes the Lender to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, trade styles, service marks, service mark applications, domain name registrations or domain name applications and license agreements which are Trademarks or Licenses under Section 2 or this Section 4 and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of the Lender under this Agreement with respect to such Trademarks and Licenses. Lender agrees to provide the Borrower notice after taking such action but the failure to do so shall not impair any rights of Lender. The Borrower hereby irrevocably appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise to carry out the acts described above. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6.

5. Royalties. The Borrower hereby agrees that the use by the Lender of the Trademarks and Licenses as authorized hereunder shall be co-extensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower or anyone.

6. Nature and Contribution of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security

interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated

Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business and consistent with the Borrower's respective current business practices, (i) to prosecute diligently any trademark, service mark or domain name application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks, service marks and domain names as the Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of the Borrower's rights in the trademark, servicemark, and domain name applications and trademark, service mark and domain name registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall not be borne by the Borrower. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option to the extent permitted under the Credit Agreement and all reasonable expenses incurred in connection therewith shall be for the sole account of the Borrower and added to the Obligations secured hereby. Any recovery from such action taken pursuant to Section 8 shall be credited to the Borrower with respect to the Obligations secured hereby but only after reimbursement of all of Lender's reasonable costs and expenses.

8. The Lender's Right to Sue. Subject to the terms of the Credit Agreement, the Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and Licenses and, if the Lender shall commence any such suit or take any such action, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify the Lender for all costs and reasonable expenses incurred by the Lender in the exercise of its rights under this Section 8 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, the Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

9. Waivers. No course of dealing between the Borrower or Tristar Corporation and its subsidiaries and the Lender, and no failure to exercise or delay in exercising on the part of the Lender any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver of any of the Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. The Lender's Exercise of Rights and Remedies upon Default. The Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, the Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Lender shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described thereto, and (ii) the Lender or its nominee may use the

Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise to the extent permitted under the Credit Agreement.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. All of the Lender's rights and remedies with respect to the Trademarks and Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Borrower hereby irrevocably appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, the Borrower hereby authorizes the Lender to, in its sole discretion, (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use, maintenance or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Lender deems is in its or the other Lenders' best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. The Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 13 without taking like action with respect to the entire goodwill of the Borrower's business connected with the use of, and symbolized by, such Trademarks. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its respective nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; provided, however that the Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of the Lender.

15. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of New York.

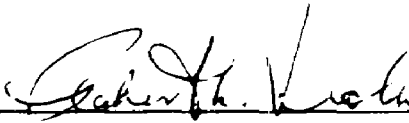
16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

17. Section Heading. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of the day and year first above written.

TRISTAR USA, INC.


By: 
Robert M. Viola
Executive Vice President

ATTEST:

By: _____

Accepted and agreed to as of this 15th day of
November 1999:

GMAC COMMERCIAL CREDIT LLC

By: 
Frank Imperato
Senior Vice President

(a) See attached.

(b) There is a United States trademark intent-to-use application pending for the mark "Mountain Breeze" (Serial No. 75/563,700) for potpourri, candles and room spray. The mark is now in use as part of the "Earth's Refreshers" line. The mark was first published for opposition in the Official Gazette of March 23, 1999 at TM 119. The Dial Corporation and Dial Brands, Inc. have filed a Notice of Opposition (Opposition No. 115,276) on the grounds that they will be damaged because the mark is confusingly similar to the oppose's registered mark "Mountain Breeze" for mouthwash and pending application for the mark "Mountain Breeze" for laundry detergent and fabric softeners. FIL and Dial counsel have been in discussion about a possible settlement of the opposition by which FIL would withdraw the application without prejudice, but would agree not to use the mark on products other than on which it is now being used and not to file a new application until such time as Dial abandons its use. In the interim, the parties have agreed to an extension of time to answer the Notice of Opposition until December 7, 1999.

(c) Settlement Agreement with Parfums De Coeur Ltd. ("Parfums") dated August 1, 1994 to settle Parfums de Coeur v. Fragrance Impressions Limited, 93 Civ. 5944 (SS) and the counterclaims filed by FIL against Parfums on or about March 3, 1994, the terms of which cannot be disclosed except by court order.

(d) Agreement dated August 23, 1996 with Estee Lauder, Inc. settling the suit filed against FIL in the U.S. District Court for the Southern District of New York (96 Civ. 3399PKL) upon terms which cannot be disclosed, except as required by law.

(e) Agreement dated September 2, 1999 with Davidoff & Cie, SA ("Davidoff") resolving a dispute over FIL's use of the phrase "AN IMPRESSION OF COOL WATER" in violation of Davidoff's U.S. Trademark Registration 1,735,965 for the mark COOL WATER. FIL agreed not to use the phrase "AN IMPRESSION OF COOL WATER" without using the house mark FRAGRANCE IMPRESSIONS LIMITED and/or the house mark DESIGNER MISTS. The Agreement specifies packaging for FIL's Impression products and states that FIL shall not use photographs of actual bottles of Davidoff's COOL WATER products on or in connection with Impression Product packaging, advertising or displays; provided, that, FIL is allowed to deplete its current inventory of packaging so long as it does not use the packaging after December 31, 1999.

(f) Assignment of U.S. "Designer Mist", U.S. Trademark Registration No. 1,891,591 from Tom McCann and George Luby.

Fristar USA, Inc.

See attached.

Trademarks for Client Division: FRAGRANCE IMPRESSIONS LIMITED
 Date of Report: 12/01/1999

Booker No. Expires	Body	Type	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal
MCCAN-044 09MR2009	USA		REGISTERED	11JUL1997	75322944	09MR1999	2231224	09MR2009
Attorney:LEV		Owner:	Agent:		Class & Type: IN 03			
Mark: BODY REFRESHERS		Goods:cologne						
MCCAN-044A 19AU2009	USA		REGISTERED	23JUL1998	75507389	19AU1999	2270680	19AU2009
Attorney:LEV		Owner:	Agent:		Class & Type: IN 05			
Mark: BODY REFRESHERS		Goods:antibacterial lotion and scrub						
MCCAN-051 Attorney:LEV	USA		APPLICATIO	22JUL1998	75523217			
Mark: CHELSEA GARDENS		Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
		Goods:body spray;potpourri						
MCCAN- 043 13OC2008	USA		REGISTERED	01MY1997	75284890	13OC1998	2196674	13OC2008
Attorney:LEV		Owner:	Agent:		Class & Type: IN 03			
Mark: CLEAN MUSK		Goods:cologne						
MCCAN-056 Attorney:LEV	USA		APPLICATIO	01OC1998	75562898			
Mark: CLEAN MUSK		Owner:	Agent:		Class & Type: IN 04 IN 05			
		Goods:candles						
MCCAN- Attorney:LEV	USA		APPLICATIO	05AP1999	75674625			
Mark: COASTAL BREEZE		Owner:	Agent:		Class & Type: IN 03 IN 04 05			
		Goods:potpourri						
MCCAN-019 25AP2005	USA		REGISTERED	03AU1993	74420596	25AP1995	1891591	25AP2005
Attorney:LEV		Owner:	Agent:		Class & Type: IN 03			
Mark: DESIGNER MISTS		Goods:cologne sprays						
MCCAN-045 Attorney:LEV	USA		INACTIVE	19SE1997	75359679			
Mark: EARTH'S REFRESHERS		Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
		Goods:liquid talc, body wash, body lotion, shower gel						
MCCAN-045A Attorney:LEV	USA		APPLICATIO	01JUL1998	75511970			
Mark: EARTH'S REFRESHERS		Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
		Goods:potpourri						

Application No.	Country	Class	Status	Registration No.	Class & Type	Goods	Priority No.	Priority Date
MCCAN-008 08SEP1995 Attorney: LEV Mark: BARTH'S REFRESHERS	USA	1	REGISTERED	0086615	08SEP1995	045190		
MCCAN-009 16FEB2001 Attorney: LEV Mark: FIL and Design	USA		REGISTERED	110E1989	16FEB1991	1635914		08FEB2001
MCCAN-013 19MY2002 Attorney: LEV Mark: FIL and Design	BRAZ	Z	REGISTERED	12JA1989	19MY1992	815256442		19MY2002
MCCAN-014 25JE2008 Attorney: LEV Mark: FIL and Design	CANA	A	REGISTERED	11JE1991	25JE1993	413904		25JE2008
MCCAN-016 15OC2003 Attorney: LEV Mark: FIL and Design	PORT	T	REGISTERED	29DE1989	15OC1993	260870		15OC2003
MCCAN-022 07OC2004 Attorney: LEV Mark: FIL and Design	CZEC	C	REGISTERED	07OC1994	30JA1996	188069		07OC2004
MCCAN-029 Attorney: LEV Mark: FIL and Design	INDI	I	APPLICATIO	13SE1994	639986			
MCCAN-030 27OC2004 Attorney: LEV Mark: FIL and Design	LITH	H	REGISTERED	27OC1994	2P17050	02MR1998	26697	27OC2004
MCCAN-032 20FE2007 Attorney: LEV Mark: FIL and Design body spray, body lotion	LATV	V	REGISTERED	10NO1994	M942371	20FE1997	36220	20FE2007
MCCAN-034 Attorney: LEV Mark: FIL and Design	ARGE	E	APPLICATIO	07DE1994	1944705			

Office No.	Country	Class	Registration No.	Applicant Name	Class & Type	Goods
MCCAN-001	JAPA	A	REGISTERED 04AP1994	0836000	04AP1994	2403800
Attorney: LEV				Owner:	Agent:	Class & Type: NA 04
Mark: FIL and design				Goods: soaps, dentifrices, cosmetics, toilet		
Mark: FIL logo				Goods: soaps, dentifrices, cosmetics, toilet		
MCCAN-019	TAIW	W	REGISTERED 29NO1988	77-54770	01JUL1989	446922
Attorney: LEV				Owner:	Agent:	Class & Type: NA 06
Mark: FIL logo				Goods: cologne spray		
MCCAN-021	RUSS	S	REGISTERED 04AP1994	9401134	29DE1995	135796
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FIL logo				Goods: cologne for men and women, after shave and body		
Mark: atomiser spray perfume				Goods: cologne for men and women, after shave and body		
MCCAN-004	USA		REGISTERED 22DE1995	75035912	24DE1996	2025454
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: colognes, scented body sprays, body		
Mark: lotion, aftershave lotion				Goods: colognes, scented body sprays, body		
MCCAN-006	MEXI	I	REGISTERED	226609	12DE1996	489145
Attorney: LEV				Owner:	Agent:	Class & Type: NA 52
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: cologne, perfume and fragrance		
MCCAN-010	USA		REGISTERED 16SE1988	74752179	30JA1990	1579702
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: perfumes		
MCCAN-015	CANA	A	REGISTERED 11JE1991	683651	09AP1993	TMA410704
Attorney: LEV				Owner:	Agent:	Class & Type: NA
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: perfumes		
MCCAN-020	RUSS	S	REGISTERED 04AP1994	94011135	29DE1995	135797
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: colognes, aftershave, body spray and lotion		
MCCAN-024	CZEC	C	REGISTERED 07OC1994	0-93083	30JA1996	188068
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: cologne		
MCCAN-028	INDI	I	APPLICATION 13SE1994	639985		
Attorney: LEV				Owner:	Agent:	Class & Type: IN 03
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods: colognes, after shave, body spray, body lotion		

MCCAN-004	USA	REGISTERED	01NOV1994	407059	05NOV1994		
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03			
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods:			
MCCAN-005	CATV	REGISTERED	01NOV1994	4044-2051	02FEB1997	436210	
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03			
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods:Men's and women's cologne, men's after shave			
body spray, body lotion							
MCCAN-035	ARGENTINA	REGISTERED	01NOV1994	1944704	31JUL1995	1570403	
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03			
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods:colognes, after shave, body spray, body lotion			
MCCAN-039	GBR	REGISTERED	24MR1995	2015438	24MR1995	2015438	04MR2005
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03			
Mark: FRAGRANCE IMPRESSIONS LIMITED				Goods:Men's and women's cologne, men's after			
shave, body sprays, body lotion							
MCCAN-012	JAPAN	REGISTERED	24MY1989	058742	25DEC1991	2360938	05DEC2001
Attorney:LEV	Owner:	Agent:		Class & Type: NA 04			
Mark: FRAGRANCE IMPRESSIONS, LTD.				Goods:soaps, dentifrices, cosmetics, fragrances			
MCCAN-052	USA	APPLICATIO	22SEP1998	75556402			
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03 IN 04			
Mark: HEALTHY HABITS				Goods:body wash, body spray, body lotion			
MCCAN-054	USA	APPLICATIO	04SEP1998	75548942			
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
Mark: INNERGY				Goods:			
MCCAN-049	USA	APPLICATIO	20MY1998	75488389			
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
Mark: ISLAND BREEZE				Goods:body spray;potpourri			
MCCAN-053	USA	APPLICATIO	05OCT1998	75563700			
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
Mark: MOUNTAIN BREEZE				Goods:potpourri			
MCCAN-050	USA	APPLICATIO	22JUL1998	75523218			
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03 IN 04 IN 05			
Mark: NANTUCKET BAYBERRY				Goods:body spray;potpourri			
MCCAN-042	USA	REGISTERED	01MY1997	75284870	02FEB1999	2222015	02FEB2009
Attorney:LEV	Owner:	Agent:		Class & Type: IN 03			
Mark: SEA SPRAY				Goods:Cologne			

MCCANN 1998 USA APPLICATION 11/00/1998
Attorney: LEV Owner: Agent:
Mark: SEA SPRAY

75488207
Class & Type: IN 4 IN 16
Goods: candles

MCCANN 1998 USA INACTIVE 11/00/1998
Attorney: LEV Owner: Agent:
Mark: SUNRISE MIST

75488207
Class & Type:
Goods:

MCCANN 1998 USA APPLICATION 11/00/1998
Attorney: LEV Owner: Agent:
Mark: THE ONE STOP BATH SHOP

75573818
Class & Type: IN 16
Goods: display rack

Actions Due Report

15OC1999

Action Due Date	Action	Docket Number	Clty Code	Types	App No	App Dt	Attorney Client/Div
12DE1999 Mark	PROOF OF USE DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-006	MEXI	I	226609		LEV 242014
15DE1999 Mark	PROOF OF USE DUE HEALTHY HABITS	MCCAN-052	USA		75556402	22SE1998	LEV 242014
30JA2000 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-010	USA		74752179	16SE1988	LEV 242014
15MR2000 Mark	3RD OFFICE ACTION RE NANTUCKET BAYBERRY	MCCAN-050	USA		75523218	22JL1998	LEV 242014
30AP2000 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-010	USA		74752179	16SE1988	LEV 242014
26FE2001 Mark	RENEWAL DUE FIL and design	MCCAN-009	USA		74010584	13DE1989	LEV 242014
25AP2001 Mark	SEC. 8615 AFF. DUE DESIGNER MISTS	MCCAN-019	USA		74420596	03AD1993	LEV 242014
26MY2001 Mark	LATE RENEWAL DATE FIL and design	MCCAN-009	USA		74010584	13DE1989	LEV 242014
28SE2001 Mark	PROOF OF USE DUE FIL and Design	MCCAN-005	MEXI	I	226615		LEV 242014
24DE2001 Mark	SECTION 8 AFFIDAVIT FRAGRANCE IMPRESSIONS LIMITED	MCCAN-004	USA		75035912	22DE1995	LEV 242014
25DE2001 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS, LTD.	MCCAN-012	JAPA	A	058742	24MY1989	LEV 242014
30AP2002 Mark	RENEWAL DUE FIL Logo	MCCAN-011	JAPA	A	0636001	24MY1989	LEV 242014
19MY2002 Mark	RENEWAL DUE FIL and Design	MCCAN-013	BRAS	Z	815256442	12JAL1989	LEV 242014
24DE2002 Mark	SEC. 8615 AFF. DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-004	USA		75035912	22DE1995	LEV 242014
15OC2003 Mark	RENEWAL DUE FIL and Design	MCCAN-016	PORT	T	260870	29DE1989	LEV 242014
04AP2004 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-020	RUSS	S	94011135	04AP1994	LEV 242014
15AP2004 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-016	PORT	T	260870	29DE1989	LEV 242014
04OC2004 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-020	RUSS	S	94011135	04AP1994	LEV 242014
07OC2004 Mark	RENEWAL DUE FIL and Design	MCCAN-022	CZEC	C	93084	07OC1994	LEV 242014
07OC2004 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-024	CZEC	C	0-93083	07OC1994	LEV 242014
13OC2004 Mark	SEC. 8615 AFF. DUE CLEAN MUSK	MCCAN- 043	USA		75284890	01MY1997	LEV 242014
27OC2004 Mark	RENEWAL DUE FIL and Design	MCCAN-030	LITE	H	8917050	27OC1994	LEV 242014

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15OC1999

Action Due Date	Action	Docket Number	Class Code	Type	App No	App Dt.	Attorney Client/Div
27OC2004 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-031	LITE	H	2P17050	27OC1994	LEV 242014
09NO2004 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-033	LATV	V	M-94-2351	09NO1994	LEV 242014
02FE2005 Mark	SEC. 8615 AFF. DUE SEA SPRAY	MCCAN-042	USA		75284870	01MY1997	LEV 242014
09MR2005 Mark	SEC. 8615 AFF. DUE BODY REFRESHERS	MCCAN-044	USA		75322944	11JL1997	LEV 242014
24MR2005 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-039	GBRI	I	2015438	24MR1995	LEV 242014
06AP2005 Mark	SEC. 8615 AFF. DUE EARTH'S REFRESHERS	MCCAN-045B	USA		75978094	19SE1997	LEV 242014
07AP2005 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-022	CEEC	C	93084	07OC1994	LEV 242014
07AP2005 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-024	CEEC	C	0-93083	07OC1994	LEV 242014
25AP2005 Mark	RENEWAL DUE DESIGNER MISTS	MCCAN-019	USA		74420596	03AU1993	LEV 242014
27AP2005 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-030	LITE	H	2P17050	27OC1994	LEV 242014
27AP2005 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-031	LITE	H	2P17050	27OC1994	LEV 242014
09MY2005 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-033	LATV	V	M-94-2351	09NO1994	LEV 242014
25JL2005 Mark	LATE RENEWAL DATE DESIGNER MISTS	MCCAN-019	USA		74420596	03AU1993	LEV 242014
31JL2005 Mark	RENEWAL AFFIDAVIT DU FRAGRANCE IMPRESSIONS LIMITED	MCCAN-035	ANGE	E	1944704	01NO1994	LEV 242014
31JL2005 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-035	ANGE	E	1944704	01NO1994	LEV 242014
19AU2005 Mark	SEC. 8615 AFF. DUE BODY REFRESHERS	MCCAN-044A	USA		75507389	23JE1998	LEV 242014
24SE2005 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-039	GBRI	I	2015438	24MR1995	LEV 242014
28SE2005 Mark	RENEWAL AFFIDAVIT DU FIL and Design	MCCAN-005	MEXI	I	226615		LEV 242014
28SE2005 Mark	RENEWAL DUE FIL and Design	MCCAN-005	MEXI	I	226615		LEV 242014
29DE2005 Mark	RENEWAL DUE FIL logo	MCCAN-021	RUSS	S	9401134	04AP1994	LEV 242014
29MR2006 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-005	MEXI	I	226615		LEV 242014
29JE2006 Mark	LATE RENEWAL DATE FIL logo	MCCAN-021	RUSS	S	9401134	04AP1994	LEV 242014

Actions Due Report

15OC1999

Action Due Date	Action	Docket Number	Ctry Code	Types	App No.	App Dt.	Attorney Client/Div
12DE2006 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-006	MEXI	I	226609		LEV 242014
12DE2006 Mark	RENEWAL AFFIDAVIT DU FRAGRANCE IMPRESSIONS LIMITED	MCCAN-006	MEXI	I	226609		LEV 242014
24DE2006 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-004	USA		75035912	22DE1995	LEV 242014
20FE2007 Mark	RENEWAL DUE FIL and Design	MCCAN-032	LATV	V	M942371	10MO1994	LEV 242014
24MR2007 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-004	USA		75035912	22DE1995	LEV 242014
12JE2007 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-006	MEXI	I	226609		LEV 242014
20AU2007 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-032	LATV	V	M942371	10MO1994	LEV 242014
09AP2008 Mark	RENEWAL DUE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-015	CANA	A	683651	11JE1991	LEV 242014
25JE2008 Mark	RENEWAL DUE FIL and Design	MCCAN-014	CANA	A	683650	11JE1991	LEV 242014
09OC2008 Mark	LATE RENEWAL DATE FRAGRANCE IMPRESSIONS LIMITED	MCCAN-015	CANA	A	683651	11JE1991	LEV 242014
13OC2008 Mark	RENEWAL DUE CLEAN MUSK	MCCAN- 043	USA		75284890	01MY1997	LEV 242014
25DE2008 Mark	LATE RENEWAL DATE FIL and Design	MCCAN-014	CANA	A	683650	11JE1991	LEV 242014
13JA2009 Mark	LATE RENEWAL DATE CLEAN MUSK	MCCAN- 043	USA		75284890	01MY1997	LEV 242014
02FE2009 Mark	RENEWAL DUE SEA SPRAY	MCCAN-042	USA		75284870	01MY1997	LEV 242014
09MR2009 Mark	RENEWAL DUE BODY REFRESHERS	MCCAN-044	USA		75322944	11JL1997	LEV 242014
06AP2009 Mark	RENEWAL DUE EARTH'S REFRESHERS	MCCAN-045B	USA		75978094	19SE1997	LEV 242014
02MY2009 Mark	LATE RENEWAL DATE SEA SPRAY	MCCAN-042	USA		75284870	01MY1997	LEV 242014
09JE2009 Mark	LATE RENEWAL DATE BODY REFRESHERS	MCCAN-044	USA		75322944	11JL1997	LEV 242014
06JL2009 Mark	LATE RENEWAL DATE EARTH'S REFRESHERS	MCCAN-045B	USA		75978094	19SE1997	LEV 242014
19AU2009 Mark	RENEWAL DUE BODY REFRESHERS	MCCAN-044A	USA		75507389	23JE1998	LEV 242014
19MO2009 Mark	LATE RENEWAL DATE BODY REFRESHERS	MCCAN-044A	USA		75507389	23JE1998	LEV 242014

O'SULLIVAN GRAEV & KARABELL, LLP

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VIA FEDERAL EXPRESS

**MEMORANDUM FOR COMMISSIONER OF PATENTS AND
TRADEMARKS**

February 11, 2000

Tristar USA, Inc. Trademark Recordation Form

Enclosed please find the following documents:

1. One (1) executed original Recordation Form Cover Sheet (with the Trademark and License Security Agreement attached thereto);
2. One (1) copy of the Recordation Form Cover Sheet referenced above;
3. a check in the amount of \$490.00 for the fees payable in connection with the filing of the Recordation Form Cover Sheet; and
4. a self-addressed postage prepaid envelope.

Please file the original Recordation Form Cover Sheet and time/date stamp the copy of the Recordation Form Cover Sheet and kindly return the copy to me in the enclosed envelope.

Please call me at (212) 408-2475 with any questions or concerns.

Thank you in advance for your cooperation.

Michael E. Kontokosta