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

09-28-2000

RECOI

101475658

9.13.00

TO: The Commissioner of Patents and Trademarks: Please record the affected original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID # _____
- [ ] Correction of PTO Error Reel # _____ Frame No # _____
- [ ] Corrective Document Reel # _____ Frame No # _____

Conveyance Type

- [ ] Assignment
- [X] Security Agreement
- [ ] License
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger Effective Date _____
- [ ] Change of Name
- [ ] Other _____

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name BELAE BRANDS, INC. Execution Date 08312000

Formerly _____ 1358774

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other _____

[ ] Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name WELLS FARGO BUSINESS CREDIT, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 100 WEST WASHINGTON STREET

Address (line 2) 7th FLOOR, MAC 54101-076

Address (line 3) PHOENIX (City) AZ/USA (State/Country) 85003 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other _____

[ ] 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.*)

[X] Citizenship/State of Incorporation/Organization MINNESOTA

09/27/2000 JJALLAH2 00000116 1358774

01 FC:481 40.00 OP
02 FC:482 650.00 OP

FOR OFFICE USE ONLY

Refund Ref: 09/27/2000 JJALLAH2 0000098237

CHECK Refund Total: $390.00

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

310789-1

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

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 602-229-5610

Name RON STOLL, ESQ.

Address (line 1) STREICH LANG, P.A.

Address (line 2) RENAISSANCE ONE

Address (line 3) TWO NORTH CENTRAL AVENUE

Address (line 4) PHOENIX, AZ 85004

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 18

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)		
			1358774	1989609	1989620
			1475569	1785136	2287701
			2272259	2274402	1835928

Number of Properties

Enter the total number of properties involved. # 27

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $1080.00

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 of 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.

Andrew S. Patti
Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name _____ Execution Date _____ (Month Day Year)

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other _____

☐ Citizenship State of incorporation/Organization _____

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Conveying Party

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 _____

☐ 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.*)

☐ Citizenship/State of Incorporation/Organization _____

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)		
			1574195	1937148	1937149
			1937146	1974704	1931791
			1709638	1931665	2290259
			612869	1707676	697889
			951482	951501	1851851
			1325304	1830755	1539987

310789-1

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 31, 2000, is made by and between BELAE BRANDS, INC., a Delaware corporation, whose address and principal place of business is 15458-A North 28th Avenue, Phoenix, Arizona 85053 (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation, whose address and principal place of business is 100 West Washington Street, 7th Floor, MAC S4101-076, Phoenix, Arizona 85003 (the "Secured Party").

RECITALS

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to tradenames, trademarks, service marks, collective membership marks, the respective

goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is Belae Brands, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) ***Defense.*** The Debtor will at its own expense, and using commercially reasonable efforts to protect and defend the Patents and Trademarks against all claims or

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demands of all persons other than the Secured Party, unless it has obtained the prior written consent of the Secured Party to do otherwise.

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that without the prior written consent of the Secured Party, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as hereinafter defined), to enforce or use the Patents or

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Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party, its successors or assigns. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have

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against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement in duplicate as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

By: Darcy Della Flora
Type/Print Name: Darcy Della Flora
Title: Vice President

BELAE BRANDS, INC.

By: Andrew S. Patti
Type/Print Name: Andrew S. Patti
Title: President and CEO

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STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 30th day of August, 2000, by Andrew S. Patti, the President + CEO of BELAE BRANDS, INC., a Delaware corporation, on behalf of the corporation.

OFFICIAL SEAL
JO ANN GREENFIELD
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 19, 2002

Jo Ann Greenfield
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1st day of ~~August,~~ September 2000, by Darcy Della Flora, a Vice President of WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation, on behalf of the corporation.

OFFICIAL SEAL
THERESA ANN ZMIJEWSKI
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 13, 2001

Theresa Ann Zmijewski
Notary Public

TRADEMARK
REEL: 002149 FRAME: 0699

EXHIBITS

INDEX

EXHIBIT A

A-1 UNITED STATES ISSUED PATENTS

A-2 FOREIGN ISSUED PATENTS

EXHIBIT A-1

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
Combined Bottle and Cap	D321,130	10/29/91

EXHIBIT A-2

FOREIGN ISSUED PATENTS

Title	Jurisdiction	Patent Number	Issue Date
	Canada	1,174,650	9/18/84

EXHIBIT B-1

REGISTRATIONS - U.S.

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Applejack & Peel	1,358,774	9/10/85
Bubbles & Scents	1,989,609	7/30/96
Bubbles & Scents (w/design)	1,989,620	7/30/96
Christmas Memories	1,475,569	2/9/88
Claire Burke	1,785,136	8/3/93
Claire Burke	2,287,701	10/19/99
Claire Burke	2,272,259	8/24/99
Claire Burke	2,274,402	8/31/99
Kid Care (design)	1,835,928	5/10/94
Oh Christmas Tree	1,574,195	1/2/90
Peaches & Dreams	1,937,148	11/21/95
Peaches & Dreams	1,937,149	11/21/95
Peaches & Dreams	1,937,146	11/21/95
Peaches & Dreams	1,974,704	5/21/96
Simmering Sachets	1,931,791	10/31/95
The Sea	1,709,638	8/25/92
The Sea	1,931,665	10/31/95
The Sea	2,290,259	11/2/99
Vapourri (design)	612,869	9/27/55
Vitabar	1,707,676	8/18/92
Vitabath	697,889	5/17/60
Vitabath	951,482	1/23/73
Vitabath	951,501	1/23/73
Vitabath Naturals	1,851,851	8/30/94
Vitabath Plus	1,325,304	3/19/85
VitaSpa	1,830,755	4/12/94
Waterlily	1,539,987	5/23/89

EXHIBIT B-2

REGISTRATIONS - FOREIGN

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Applejack & Peel	Canada	314911	6/6/86
Applejack & Peel	Great Britain and Northern Ireland	1,234,781	1/31/85
Applejack & Peel	Ireland	114994	1/30/85
Applejack & Peel	Israel	60323	2/6/85
Applejack & Peel	New Zealand	156864	2/5/85
Applejack & Peel	New Zealand	156863	2/5/85
Applejack & Peel	New Zealand	156862	2/5/85
Applejack & Peel	South Africa	85/0704	1/30/85
Applejack & Peel	Taiwan	484104	5/16/90
Claire Burke	Benelux	493,805	1/10/91
Claire Burke	Canada	239,413	1/25/80
Claire Burke	Great Britain	B1214810	3/15/84
Claire Burke	Great Britain	B1214812	3/15/84
Claire Burke	Italy	345096	3/18/85
Claire Burke	Mexico	426839	11/30/92
Claire Burke	Mexico	430266	1/27/93
Claire Burke	Mexico	426836	11/30/92
Claire Burke	Mexico	426837	11/30/92
Claire Burke	Paraguay	153206	4/22/92
Claire Burke	Sweden	164948	10/6/78
Ducair	Greece	110519	9/2/92
Kid Care	Argentina	1,493,311	12/31/93
Kid Care	Benelux	519,906	7/10/92
Kid Care	Canada	508,141	2/18/99
Kid Care	Denmark	199301749	2/26/93
Kid Care	France	92429890	8/6/92
Kid Care	Greece	110520	9/2/92
Kid Care	Ireland	B149,993	7/3/92
Kid Care	Italy	648727	4/21/95
Kid Care	Japan	4223608	12/18/98
Kid Care	Mexico	441106	9/3/93
Kid Care	Portugal	285349	4/26/94
Kid Care	South Africa	92/5504	7/3/92
Kid Care	Spain	1713720	5/3/95
Kid Care	Sweden	250092	7/16/93

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Kid Care (design)	Switzerland	402453	4/22/93
Oh Christmas Tree	Canada	413,251	6/11/93
Peaches & Dreams	Australia	481529	6/14/91
Peaches & Dreams (design)	Canada	357890	6/30/89
Peaches & Dreams (design)	Japan	2695127	9/30/94
Peaches & Dreams (design)	Puerto Rico	28,488	3/1/89
Peaches & Dreams (design)	Switzerland	369764	2/10/88
Spring Meadow	Canada	371363	7/27/90
Vapourri (design)	Australia	306,862	7/20/79
Vapourri (design)	Canada	232647	4/12/79
Vapourri (design)	Great Britain and Northern Ireland	1077939	5/3/77
Vapourri (design)	Italy	346111	3/18/85
Vapourri (design)	Sweden	164387	8/11/78
Vitabad	Argentina	1586924	1/3/96
Vitabad	Benelux	384608	10/13/82
Vitabad	Benelux	481819	4/20/90
Vitabad	Finland	116393	1/20/92
Vitabar	Australia	559939	7/19/91
Vitabar	Austria	138643	11/5/91
Vitabar	Benelux	502630	5/6/92
Vitabar	Denmark	199207939	8/21/92
Vitabar	France	1681294	7/18/91
Vitabar	Germany	2048524	11/2/93
Vitabar	Great Britain	1471732	7/23/91
Vitabar	Italy	625777	6/17/94
Vitabar	Japan	2671914	6/29/94
Vitabar	Swizerland	400311	7/22/91
Vitabath	Afghanistan	4422	8/28/90
Vitabath	Canada	112,052	10/31/73
Vitabath	Canada	183,593	6/2/86
Vitabath	El Salvador	299/13	10/22/92
Vitabath	Germany	39639548.1	11/25/96
Vitabath	Great Britain	1078492	5/13/77
Vitabath	Great Britain	823312	7/21/61
Vitabath	Great Britain	823313	7/21/61

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Vitabath	Iceland	206/1991	2/27/91
Vitabath	Indonesia	289521	3/11/93
Vitabath	Ireland	137655	11/1/89
Vitabath	Ireland	137656	11/1/89
Vitabath	Japan	4108991	1/30/98
Vitabath	Japan	4108992	1/30/98
Vitabath	Liberia	20770/966	7/20/70
Vitabath	Nicaragua	20433	10/15/91
Vitabath	Norway	146207	7/25/91
Vitabath	Puerto Rico	18076	5/8/73
Vitabath	Puerto Rico	18077	5/8/73
Vitabath	South Africa	90/4970	7/7/93
Vitabath	Taiwan	689902	10/16/95
Vitabath	Taiwan	689998	10/16/95
Vitabath	Trinidad	B7441	11/27/73
Vitabath	Trinidad	B7442	11/27/73
Vitabath	Venezuela	62994	12/23/70
Vitabath Gelee	Great Britain	1078493	5/13/77
Vita Soap	Great Britain	1078495	5/13/77
VitaSpa	Australia	A562248	6/4/93
VitaSpa	Austria	145076	12/1/92
VitaSpa	Canada	508,151	2/18/99
VitaSpa	France	1688734	8/23/91
VitaSpa	Germany	2056382	2/8/94
VitaSpa	Great Britain	1474292	5/28/93
VitaSpa	Italy	610298	12/3/93
VitaSpa	Japan	2653476	4/28/94
VitaSpa	Japan	2671917	6/29/94
VitaSpa	Mexico	408340	3/19/92
VitaSpa	New Zealand	212435	2/7/96
VitaSpa	South Africa	91/7140	8/28/91
VitaSpa	Spain	1654815	5/5/92
VitaSpa Bodyskin Care from Vitabath	Austria	142970	7/15/92
VitaSpa Bodyskin Care from Vitabath	Benelux	517454	4/10/92
VitaSpa Bodyskin Care from Vitabath	Denmark	199301120	2/5/93

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
VitaSpa Bodyskin Care from Vitabath	France	92414650	9/25/92
VitaSpa Bodyskin Care from Vitabath	Germany	2056290	2/8/94
VitaSpa Bodyskin Care from Vitabath	Mexico	446528	11/16/93
VitaSpa Bodyskin Care from Vitabath	Spain	1695860	11/5/92
VitaSpa Bodyskin Care from Vitabath	Switzerland	397063	4/10/92
Vita Talc	Great Britain	1078494	5/13/77
Waterlily	Canada	386,050	
Wisteria (design)	Canada	447,475	9/15/95

EXHIBIT B-3

APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE
My Attitude	U.S.	75/426,206	1/30/98
My Attitude	U.S.	75/426,338	1/30/98
Outlook	U.S.	75/453,323	3/19/98
Outlook	U.S.	75/453,322	3/19/98
Simple Elegance	U.S.	76/031859	4/21/00
The Picket Fence Collection	U.S.	75/755,899	7/20/99
The Picket Fence Collection (design only)	U.S.	75/890,988	1/6/00
The Picket Fence Collection (design only)	U.S.	75/890,990	1/6/00
Applejack & Peel	Japan	64,554/1999	7/16/99
Belae Brands	Canada	873,601	3/25/98
Claire Burke	Japan	64,553/1999	7/16/99
Outlook	Canada	873,602	9/16/99
Vitabar	Canada	685,999	7/17/91
Vitabath	Argentina	1970133	4/4/95
Vitabath	Barbados	99143261	9/13/90
Vitabath	Mexico	87448	5/22/90
Vitabath	Uruguay	235509	2/12/90
VitaSpa Bodyskin Care from Vitabath	Canada	702,848	4/10/92

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EXHIBIT B-4

COLLECTIVE MEMBERSHIP MARKS

None

EXHIBIT B-5

UNREGISTERED MARKS - U.S.

Vitabath Essentials
Elegant Reflections

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