

11-17-2000

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



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

101520150

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 #

11-6-00

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

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

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

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.)

Other

Citizenship/State of Incorporation/Organization

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: 002177 FRAME: 0465

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"/>	<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" value="0340284"/>	<input type="text" value="1260342"/>	<input type="text" value="1316448"/>
<input type="text" value="1431675"/>	<input type="text" value="1857428"/>	<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

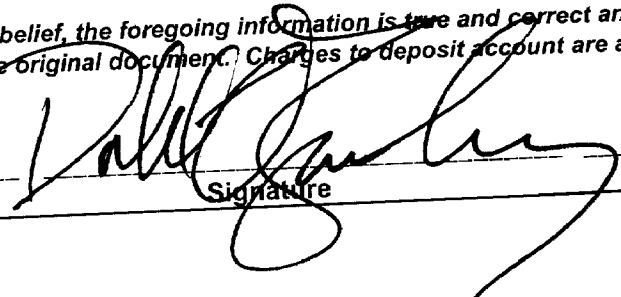
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Donald L. Zachary, Esq.
Name of Person Signing



Signature

11-07-2000
Date Signed

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is dated as of November 2, 2000 by Firststar Bank, successor in interest to Mercantile Bank of St. Louis National Association, as agent (the "Agent") for the lenders (the "Lenders") named in the Revolving Credit and Term Loan Agreement dated as of June 19, 1996, among The Benjamin Ansehl Company (the "Company"), the Lenders and the Agent (as amended or modified, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Agent and the Company entered into that certain "Trademark Collateral Assignment and Security Agreement" dated as of June 19, 1996 (the "IP Security Agreement");

WHEREAS, the IP Security Agreement granted to the Agent, for its own benefit and for the benefit of the Lenders, a security interest in and to all of its then owned or existing and filed and thereafter acquired or arising and filed trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedules A and B, attached thereto, respectively, and made a part thereof (as the same may have been amended pursuant thereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks") and together in each case with the good will of the Company's business connected with the use of, and symbolized by, the Trademarks as security for the payment of the Borrower's Obligations (as defined in the Credit Agreement);

WHEREAS, the Borrower's Obligations have been fully satisfied;

WHEREAS, Agent previously released its security interest in certain of the Trademarks, but the United States Patent and Trademark Office does not reflect that the security interest of Agent has been released with respect to the Trademarks listed on Schedule C;

WHEREAS, the Company has requested that the Agent release its security interest in the Trademarks listed on Schedule C;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:


1. The Agent hereby fully releases, terminates and forever discharges its security interests in and liens on the Trademarks, including but not limited to the Trademarks on Schedule C.

2. The Agent further agrees, at the sole cost and expense of the Company, to perform all acts reasonably necessary to effect the release and termination of its security interest

in and liens on the Trademarks, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

FIRSTAR BANK, successor in interest to
Mercantile Bank of St. Louis, National Association,
as Agent

By: 
Name: TIMOTHY H. SCHEEN
Title: VICE PRESIDENT

2149426.2

Schedule C

Registration Marks

MARK	SERIAL NO.	FILED	REG. NO.	ISSUED	FILE
BOTTLE DESIGN (for hair shampoo, hair conditioning rinses and foaming bath oils in Class 3)	73/371,712	06/25/82	R1,260,342	12/06/83	6342
FEMALE SILHOUETTE DESIGN (for skin lotion and creme in Class 3)	73/610,505	07/21/86	R1,431,675	03/10/87	6346
KIDZ (for bubble bath in Class 3)	74/036,361	09/09/90	R1,857,428	10/11/94	6325
MEDISKIN (Stylized) (for cosmetics and toilet preparations-namely, lotions, talcum powder, face powder, deodorant, hair tonic, medicated skin cream, and after shaving lotion in Class 3 & 5)	71/378,544	05/18/36	R340,284	11/03/36	
TUBZA BUBBLES (for bubble bath in Class 3)	73/470,423	03/15/84	R1,316,448	01/29/85	6343

2151322