



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**See Attached**

Trademark List

Friday, December 03, 2002

Case Number/Subclass mark	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
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HEA	United States of America	57654/2000 United States of America Class(es): 035 Client: Quality King Distributors Incorporated Agent Name: Quality King Distributors, Inc. Owner Name: Quality King Distributors, Inc. Goods: distributorship featuring selected pharmaceutical drugs to be distributed to retail outlets, wholesale distributorships, and pharmacy benefit managers International Class: 035 Remarks: Disclaimer: "HEALTHCARE"	76035341 26-Apr-2000	20-Mar-2001 Attorney(s): JEO Client Ref: Agent Ref:	2592542 09-Jul-2002	Registered 09-Jul-2012
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QK owner

RX HEALTHCARE, INC.	United States of America	57655/2001 United States of America Class(es): 035 Client: Quality King Distributors Incorporated Agent Name: Quality King Distributors, Inc. Owner Name: Quality King Distributors, Inc. Goods: distributorship featuring selected pharmaceutical drugs to be distributed to retail outlets, wholesale distributorships, and pharmacy benefit managers International Class: 035 Remarks: Disclaimer: "HEALTHCARE, INC.", the representation of the RX symbol and design of a caduceus	76034558 26-Apr-2000	19-Jun-2001 Attorney(s): JEO Client Ref: Agent Ref:		Allowed
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QK owner



Trademark List

May, December 03, 2002

Number/Subcase mark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
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QUALITY AND DESIGN (CROWN)	Q29896/2004/2004 United States of America	73331259 05-Oct-1981	10-May-1983	1241643 07-Jun-1983	Registered 07-Jun-2003
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**Class(es):** 003  
**Client:** Quality King Distributors Incorporated  
**Agent Name:**  
**Owner Name:** Quality King Distributors, Inc.  
**Goods:** Health and Beauty Aids-Namely, Personal Hair Shampoo, Baby Powder, Skin Oils and Creams, Personal Deodorants, Perfume, Toothpaste and Nail Polish  
 International Class: 003

**Remarks:** 1983-06-07 - Registered - Supplemental Register

Correspondent (Owner)  
 HOWARD N. ARONSON  
 LACKENBACH SIEGEL MARZULLO & ARONSON  
 ONE CHASE ROAD  
 SCARSDALE, NY 10583  
 United States



OK  
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 owned  
 by  
 Quality King Distributors, Inc.

US Trademark Status Report

Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status
BILL CLASS AMAZING	3	fragrance and cosmetic products, namely, face cream; body cream; Body powder, eau de perfume, eau de toilette, perfume skin cleansing gel, after shave lotion, after shave balm and deodorant	75 571,166	2,500,696	use 10/23/2007	Registered
			10/15/1998	10/23/2001	renewal 10/23/2011	
ELEGANT	3	bath powder, body lotion, body creme and bathing gel	73 793,061	1,600,224	renewal 6/12/2010	Registered, Renewed
			4/13/1989	6/12/1990		
FILLY	3	fragrance and cosmetic products, namely, body cream, eau de toilette and essential oils for personal use	75 308,367	2,286,122	use 10/12/2005	Registered
			6/13/1997	10/12/1999	renewal 10/12/2009	
FLAGRANCE	3	cosmetics, namely, fragrances spray and eau de toilette	76 022,107	2,566,012	use 4/30/2008	Registered
			4/10/2000	4/30/2002	renewal 4/30/2012	
GALORE and design	3	fragrance and cosmetic products, namely, body lotion and essential oils for personal use	75 535,589	2,363,173	use 6/27/2006	Registered
			8/11/1998	6/27/2000	renewal 6/27/2010	

US Trademark Status Report

Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status
"MO" BETA	3	fragrance and personal care products, namely, cologne	75 287,960	2,239,551	usc 4/13/2006	Registered
			5/1/1997	4/13/1999	renewal 4/13/2009	
NORELL	3	perfume and toilet water	72 336,234	901,649	renewal 10/27/2010	Registered; Renewed
			8/20/1969	10/27/1970		
NORELL	3	perfume, cologne, body creme and lotion, bath powder and bath soap	73 658,498	1,467,901	renewal 12/8/2007	Registered; Section 8/15 accepted and acknowledged
			4/6/1987	12/8/1987		
PAVLOVA	3, 4, 15, 20, 21, 25	3 - solid perfume sold in non-precious metal compacts and perfume sold in textile pouches 4 - perfumed candles 15 - musical boxes 20 - picture frames 21 - powder jars, soap baskets, candle holders, all made of ceramic materials 25 - scarves	325,360	1,310,673	renewal 12/25/2004	Registered; Section 8/15 accepted and acknowledged
			8/25/1981	12/25/1984		

US Trademark Status Report

Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status
ULYSSE	3	fragrance and cosmetic products, namely, face cream; body cream; non-medicated anti-wrinkle cream; non-medicated skin renewal cream; eye cream; body lotion; body oil; non-medicated lip balm; skin balancing lotion; facial skin oil controller; skin firming preparation; skin blenish preparation; facial toner; body toner; facial cleanser; body cleanser; facial exfoliating preparation; body exfoliating preparation; body and hair shampoo and conditioner-in-one; eye makeup remover; facial makeup remover; face masque; body masque; skin refreshing lotion, cream and gel; hair shampoo; hair conditioner; hair	75 359,829	2,276,551	use	Registered
			9/19/1997	9/7/1999	9/7/2005 renewal 9/7/2009	
VICKI TIEL VENUS DE L'AMOUR	3	fragrance and cosmetic products, namely, body cream, body lotion, skin cleansing gel, eau de perfume; eau de toilette; perfume and essential oils for personal use	75 360,584	2,276,555	use	Registered
			9/22/1997	9/7/1999	9/7/2005 renewal 9/7/2009	
VIKING	3	fragrance products, namely, cologne, aftershave lotion and personal deodorant	75 524,458	2,381,808	use	Registered
			7/23/1998	8/29/2000	8/29/2006 renewal 8/29/2010	

Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status
VIKING and design	3	perfume; cologne; aftershave splashes and lotion; bar soaps; liquid body soap; bath gels; body lotions and powders; body cleansing and moisturizing gels; hair gels; hair shampoo, conditioners and lotions; facial masks and lotion; facial cleansing and moisturizing treatments; essential oils for personal use and the manufacturing of cosmetics; and bath salts and powders	74 602,156 11/22/1994	2,074,225 6/24/1997	usc 6/24/2003  renewal 6/24/2007	Registered



Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
NORELL	Argentina	3	804676	1542046	10/31/2004	Registered; Renewed
			4/17/1969	1031/1994		
NORELL	Australia	3	224599	B224599	12/2/2003	Registered; Renewed
			12/2/1968	6/16/1970		
NORELL	Bahamas	3	10253	10253	5/8/2009	Registered; Renewed
			5/8/1981	5/8/1981		
NORELL	Bermuda	3	9760	A9760	1/13/2003	Registered; Renewed
			1/13/1982	1/13/1982		
NORELL	Brazil	3	814601537	814601537	12/7/2003	Registered
			11/17/1988	12/7/1993		
NORELL	Canada	3	555507	374342	10/19/2005	Registered
			1/14/1986	10/19/1990		
NORELL	Chile	3	34548	415810	11/4/2003	Registered; Renewed
			5/12/1977	11/4/1993		

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
NORELL	China - PRC	3	none 4/16/1981	167333 12/15/1982	12/14/2002	Registered; Renewed
NORELL	Colombia	3	92304546 7/27/1981	104650 6/21/1984	6/20/2009	Registered; Renewed
NORELL	Czech Republic	3	165913 2/17/1983	165913 4/18/1985	2/17/2003	Registered; Renewed
NORELL	Egypt	3	68216 10/29/1986	62816 3/26/1990	10/29/2006	Registered; Renewed
NORELL	France	3	80975 4/30/1969	1524673 4/30/1969	4/14/2009	Registered; Renewed
NORELL	Germany, East	3	W54,773 7/27/1983	644,426 7/27/1983	7/27/2003	Registered; Renewed
NORELL	Hungary	3	588/83 3/31/1983	123894 9/23/1983	3/31/2003	Registered; Renewed

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
NORELL	Italy	3	37801C/89 1/12/1989	0567909 5/4/1992	1/12/2009	Registered
NORELL	Jamaica	3	3/1975 5/19/1983	20926 5/19/1983	5/19/2004	Registered; Renewed
NORELL	Morocco	3		33604 5/31/1983	5/31/2003	Registered
NORELL	Pakistan	3	78986 2/16/1983	78986 2/16/1983	2/16/2005	Registered; Renewed
NORELL	Slovak Republic	3	165913 2/17/1983	165913 4/18/1985	2/17/2003	Registered; Renewed
NORELL	South Africa	3	1632/69 4/15/1969	B69/1632 4/15/1969	4/15/2009	Registered; Renewed
NORELL	Switzerland	3	2197 4/18/1969	371406 3/20/1989	3/20/2009	Registered; Renewed

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
NORELL	Trinidad & Tobago	3	12915 9/7/1981	12915 3/1/1985	9/6/2009	Registered; Renewed
NORELL	United Kingdom	3	1412399 1/23/1990	1412399 1/23/1990	1/23/2007	Registered; Renewed
NORMAN NORELL (STYLIZED)	Hong Kong	3	1182/70 10/5/1970	783/1972 10/5/1970	10/5/2005	Registered; Renewed
NORMAN NORELL (STYLIZED)	United Kingdom	3	951268 11/19/1969	951268 11/19/1969	11/19/2004	Registered; Renewed
PAVIOVA	Brazil	3	030107 9/19/1978	1232/0695324 7/10/1979	7/10/2009	Registered; Renewed
PAVIOVA	Canada	3	428874 8/23/1978	260748 7/10/1981	7/10/2011	Registered; Renewed
PAVIOVA	France	3	262701 11/30/1977	1433002 10/30/1987	10/30/2007	Registered; Renewed

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
PAVLOVA	Kuwait	3	15170	15170	12/28/2002	Registered; Renewed
			12/30/1982	12/30/1982		
PAVLOVA	Liechtenstein	3	5670	5670	6/28/2008	Registered; Renewed
			6/28/1978	6/28/1978		
PAVLOVA	Madrid Protocol	3	654295	654295	3/21/2016	Registered
			3/21/1996	3/21/1996		
PAVLOVA	Madrid Protocol	1, 3, 5, 16, 21	440623	440623	10/13/2008	Registered; Renewed
			10/13/1978	10/13/1978		
PAVLOVA	United Kingdom	3	1090419	1090419	2/2/2009	Registered; Renewed
			2/2/1978	2/2/1978		
VIKING	Antilles	3	21596	21596	5/11/2009	Registered
			7/15/1999	7/15/1999		
VIKING	Aruba	IM - 990512.18	19887	19887	5/11/2009	Registered
			5/12/1999	6/1/1999		

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
VIKING	Australia	3	786307 2/22/1999	786307 4/28/2000	2/22/2009	Registered
VIKING	Bahamas	3	2/11/1999	21638 2/28/2001	5/20/2013	Registered
VIKING	Bermuda	3	30739 6/8/1999	30739 6/8/1999	6/8/2006	Registered
VIKING	China - PRC	3	99005196 5/20/1999	1428258 8/7/2000	8/6/2010	Registered
VIKING	Colombia	3	99067359 10/25/1999	227563 6/12/2000	6/11/2010	Registered
VIKING	Costa Rica	3	123228 7/8/1999	123228 12/6/2000	12/6/2010	Registered
VIKING	CTM - European Community	3, 42	1088483 2/25/1999	1088483 7/14/2000	2/25/2009	Registered

Foreign Trademark Status Report

Expiration  
(Renewal)  
Date

Reg. Number  
Reg. Date

Serial No.  
Filing Date

Status

Class Number

Country

Registered

5/15/2019

104058

8642

50 (Dom. Rep.)

Dominican Republic

VIKING

5/15/1999

3/4/1999

Registered

10/17/2010

7091-00

3/17/1999

3

Ecuador

VIKING

10/17/2000

Registered

2/21/2010

100189

m-6727-9

3

Guatemala

VIKING

2/22/2000

8/12/1999

Registered

2/26/2006

34,193

3/3864

3

Jamaica

VIKING

2/26/1999

2/26/1999

Registered

6/29/2006

54128

54128

3

Jordan

VIKING

10/1/2000

6/30/1999

Registered

2/19/2009

M45691

M-99-306

3

Latvia

VIKING

3/20/2000

2/19/1999

Registered

5/19/2014

79771

14234

3

Lebanon

VIKING

5/19/1999

2/11/1999

Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
VIKING	Malaysia	3	1864/99 3/8/1999	T99/K02091G 3/4/1999	3/4/2009	Registered
VIKING	Mexico	3	364512 2/22/1999	643619 2/25/2000	2/22/2009	Registered
VIKING	Morocco	3	69747 5/19/1999	69746 5/19/1999	5/19/2019	Registered
VIKING	New Zealand	3	305270 2/18/1999	305270 9/13/1999	2/18/2006	Registered
VIKING	Paraguay	3	05163 3/19/1999	221115 12/28/1999	12/28/2009	Registered
VIKING	Peru	3	080017 2/26/1999	057590 9/24/1999	9/24/2009	Registered
VIKING	Puerto Rico		45181 4/9/1999	45181 4/9/1999	4/9/2009	Registered



Foreign Trademark Status Report

Mark	Country	Class Number	Serial No. Filing Date	Reg. Number Reg. Date	Expiration (Renewal) Date	Status
VIKING	Saudi Arabia	3	48059 2/20/1999	506/63 2/20/1999	11/2/2008	Registered
VIKING	Singapore	3	T99/02091G 3/4/1999	T99/02091G 3/4/1999	3/4/2009	Registered
VIKING	Switzerland	3	01482/1999 2/18/1999	462610 2/18/1999	2/18/2009	Registered
VIKING	Switzerland	3	88008118 3/1/1999	888955 4/16/2000	4/15/2010	Registered
VIKING	United Kingdom	3	2188980 2/16/1999	2188980 2/16/1999	2/16/2009	Registered

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2002, by QUALITY KING DISTRIBUTORS, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

