

03-26-2003



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102400129

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.2003  
American Crew, Inc.,  
a Delaware corporation  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Société Générale, S.A.  
Internal  
Address: Génova 26, 28004 Madrid SPAIN  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other corporation of Spain  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
203 MAR 20 PM 3:01  
FINANCE SECTION

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: December 11, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2215539 and 2339212  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Carol Mirando, Esq.  
Internal Address: Colomer U.S.A., Inc.  
P.O. Box 37557  
Jacksonville, FL 32236  
Street Address: One Independent Drive, #2206  
City: Jacksonville State: FL Zip: 32202

6. Total number of applications and registrations involved: 2  
7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
50-2269

DO NOT USE THIS SPACE

9. Signature.  
Carol Mirando, Esq.  MARCH 18, 2003  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/25/2003 EC00PER 0000231 502269 2215539

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

TRADEMARK  
REEL: 002699 FRAME: 0206

**ADDENDUM NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

THIS ADDENDUM NO. 1 to Trademark Security Agreement ("Addendum"), is made and entered into as of December 11, 2002 by COLOMER U.S.A., INC., ROUX LABORATORIES, INC., A.P. PRODUCTS LTD., AMERICAN CREW, INC. AND CREATIVE NAIL DESIGN, INC. (the "Companies", each a "Company") and SOCIÉTÉ GÉNÉRALE, S.A. (the "Agent"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Credit Agreement (as hereinafter defined).

**RECITALS**

WHEREAS, the Companies and the Agent have entered into a Trademark Security Agreement dated as of June 12, 2002 (the "Security Agreement"), which has been provided as guarantee of the secured obligations pursuant to Clause 26 of the Senior Credit Agreement (the "Credit Agreement") which was entered into between the Agent and some of The Colomer Group Companies as Borrowers and Guarantors.

WHEREAS, pursuant to Section 4 and 6 of the Security Agreement, each of the Companies granted a continuing security interest as described thereto in and to the trademarks listed on Schedule A of the Security Agreement.

WHEREAS, the Companies and the Agent have agreed to amend and update the trademarks listed on Schedule A of the Security Agreement, as a consequence of the amendment of Schedule 12 of the Credit Agreement.

WHEREAS, such amendment is made in compliance with all the terms and provisions of Section 42 of the Credit Agreement.

Accordingly, the parties agree to:

- Substitute Schedule A of the Security Agreement with the Amended Schedule A attached hereto.

Except as otherwise provided herein, all terms and conditions of the Security Agreement remain unchanged and in full force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

The Companies:

COLOMER U.S.A., INC.

By: 

Name: Carlos Colomer Casellas  
Title: Chairman

ROUX LABORATORIES, INC.

By: 

Name: Carlos Colomer Casellas  
Title: Chairman

A.P. PRODUCTS LTD.

By: 

Name: Carlos Colomer Casellas  
Title: President

AMERICAN CREW, INC.

By: 

Name: Carlos Colomer Casellas  
Title: Chairman


CREATIVE NAIL DESIGN, INC.

By: 

Name: Carlos Colomer Casellas  
Title: Chairman

Accepted and Agreed:

THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 


Name: Carlos Colomer Casellas

By: 

Name: CVC Directorship 2, S.L.

Represented by Javier de Jaime y Guijarro

THE COLOMER GROUP SPAIN, S.L.

By: 

Name: Bonanova Hair and Beauty Consulting Group, S.L.

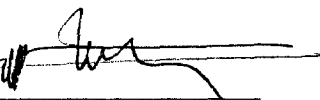
Represented by Carlos Colomer Casellas

By: 

Name: CVC Directorship 2, S.L.

Represented by Javier de Jaime y Guijarro

COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By: 

Name: Bonanova Hair and Beauty Consulting Group, S.L.

Represented by Carlos Colomer Casellas

By: 

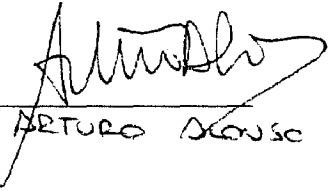
Name: CVC Directorship 2, S.L.

Represented by Javier de Jaime y Guijarro

SOCIÉTÉ GÉNÉRALE. S.A.



By: \_\_\_\_\_  
Name: GONZALO BUSCO



By: \_\_\_\_\_  
Name: ARTURO BUSCO

Trademarks

TRADEMARK	REG. NO.	COUNTRY	OWNER
C CREATIVE NAIL DESIGN	2220935	USA	Creative Nail Design, Inc.
RETENTION +	2232067	USA	Creative Nail Design, Inc.
SOLARNAIL	2208756	USA	Creative Nail Design, Inc.
SPAMANICURE	2291399	USA	Creative Nail Design, Inc.
SPAPEDICURE	2134214	USA	Creative Nail Design, Inc.
ECLIPSE	1861575	USA	Creative Nail Design, Inc.
FORMATION	2004438	USA	Creative Nail Design, Inc.
RADICAL SOLARNAIL	2208857	USA	Creative Nail Design, Inc.
SOLAROIL (Stylized)	1682575	USA	Creative Nail Design, Inc.
FABU-LAXER (Stylized)	1304540	USA	Roux Laboratories, Inc.
LOTTABODY	954728	USA	Roux Laboratories, Inc.
POROSITY CONTROL (Stylized)	1632090	USA	Roux Laboratories, Inc.
GREAT FEELING	1507710	USA	Roux Laboratories, Inc.
ABBA PURE & NATURAL HAIR CARE	2319398	USA	Roux Laboratories, Inc.
GINSENG MIRACLE	1986047	USA	A.P. Products, Ltd.
AMERICAN CREW	2215539	USA	American Crew, Inc.
MOP	2339212	USA	American Crew, Inc.