

04-02-2003



102406396

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 01/01/2003)

Tab settings

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RE

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

1. Name of conveying party(ies):

Cumberland Swan Holdings, Inc.

11-6-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Tennessee
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: November 1, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address: Northpark Town Ctr., Bldg. 400

Street Address: 1000 Abernathy Rd. NE, Ste 1450

City: Atlanta State: Georgia Zip: 30328

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State California

Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76359166,
76396116, 7611126
76311126

B. Trademark Registration No.(s) 74583888,
73468853, 73383338, 73094365,
72282741

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Keri Chayavadhanangkur

Internal Address: Paul, Hastings, Janofsky & Walker

Street Address: 600 Peachtree Street, N.E.

Suite 2400

City: Atlanta State: Georgia Zip: 30308

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Carolyn (Keri) Chayavadhanangkur

Name of Person Signing

Signature

11/6/02

Date

Total number of pages including cover sheet, attachments, and document: 23

11/13/2002 LNWELLER 00000059 76359166

01 FC:8521
02 FC:8522

40.00 OP
175.00 OP

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

TRADEMARK
REEL: 002704 FRAME: 0001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of November 7, 2002, between CUMBERLAND SWAN HOLDINGS, INC., a Tennessee corporation (the "Pledgor") and FOOTHILL CAPITAL CORPORATION, a California corporation with an office in Atlanta, Georgia (the "Lender").

WITNESSETH:

WHEREAS, the Lender and the Pledgor, as borrower, are parties to that certain Loan and Security Agreement dated as of August 25, 1999, as amended and modified by that certain First Amendment to Loan and Security Agreement dated as of June 30, 2000, that certain Second Amendment to Loan and Security Agreement dated as of October 12, 2000, that certain Third Amendment to Loan and Security Agreement dated as of November 1, 2000, that certain Fourth Amendment to Loan and Security Agreement dated as of April 18, 2001, that certain Fifth Amendment to Loan and Security Agreement dated as of May 31, 2002, (as modified and amended, the "Prior Loan Agreement"), pursuant to which the Lender has agreed to extend credit to the Pledgor from time to time, and the Pledgor has granted a security interest in all of its assets to the Lender; and

WHEREAS, the Pledgor and the Lender have agreed to amend and restate the Prior Loan Agreement in its entirety as set forth in that certain Amended and Restated Loan and Security Agreement dated as of October 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, to secure, among other things, the Obligations (as defined in the Prior Loan Agreement), the Pledgor executed and delivered that certain Intellectual Property Security Agreement dated as of August 25, 1999 (as in effect on the date hereof, the "Prior Intellectual Property Security Agreement") in favor of the Lender; and

WHEREAS, the Lender has required the Pledgor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement) and (ii) as a condition precedent to any continued extension of credit under the Loan Agreement;

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 Pledgor agrees to amend and restate the Prior Intellectual Property Security Agreement as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan 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 paragraph 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. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Lender a security interest in, as and by way of a first 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 Pledgor's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (d) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (e) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

5. Grant of Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Lender a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Pledgor's right, title and interest in and to the Pledgor's owned or existing and hereafter acquired or arising: (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (d) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (e) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (a)-(e) in this paragraph 5(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

6. Grant of Security Interest in Trademark and Patent Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Lender a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Pledgor's right, title and interest in and to the Pledgor's owned or existing and hereafter acquired or arising rights under or interest in any license agreements with any other party, whether the Pledgor is a licensee or licensor under any such license agreement, including, without limitation, license agreements listed on Schedule 3 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 6, the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement.

7. Restrictions on Future Agreements. The Pledgor 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 Pledgor 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, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement

of the rights granted to the Lender under this Agreement or the rights associated with the Trademarks, the Patents or the Licenses.

8. New Trademarks, Patents and Licenses. The Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by the Pledgor, (c) the Licenses listed on Schedule 3 include all of the patent, trademark or other intellectual property license agreements under which the Pledgor is the licensee or licensor, and (d) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents or Licenses have been granted by the Pledgor to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of paragraph 4, 5 and 6 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Lender written notice of events described in clauses (i), (ii), (iii), and (iv) of the preceding sentence promptly, and in any event within thirty (30) days, after the occurrence thereof. The Pledgor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 8, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 5 above or under this paragraph 8, (iii) by amending Schedule 3 to include any future license agreements that are Licenses under paragraph 6 above or under this paragraph 8, and (iv) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications and containing on Schedule 3 thereto, as the case may be, such future license agreements.

9. Royalties. The Pledgor hereby agrees that the use by the Lender of the Trademarks, Patents and Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 18 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect

thereto and without any liability for royalties or other related charges from the Lender to the Pledgor.

10. Right to Inspect; Further Assignments and Security Interest. The Lender may from time to time hereafter (at the Pledgor's expense) have access to, examine, audit, make copies and extracts from and inspect the Pledgor's premises and examine the Pledgor's books, records and operations relating to the Trademarks, Patents and Licenses. The Pledgor agrees (i) not to sell or assign any of its interests in, or grant any security interest in (other than Permitted Liens) or license under, the Trademarks or the Patents in favor of any Person other than the Lender without the prior and express written consent of the Lender, and (ii) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender; provided, however, that without the Lender's consent the Pledgor may grant licenses and sublicenses in the ordinary course of business that will not materially affect the value to the Pledgor of the rights so licensed or sublicensed.

11. Nature and Continuation of the Lender's Security Interest; Termination 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, Patents and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents and Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or any other agreement between the Pledgor and the Lender.

12. Duties of the Pledgor. The Pledgor shall have the duty, to the extent desirable in the normal conduct of the Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Pledgor's rights in the Trademarks, the Patents and the Licenses. The Pledgor further agrees (i) not to abandon any Trademark, Patent or License that is necessary or economically desirable in the operation of the Pledgor's business without the prior written consent of the Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks, Patents and Licenses that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Lender shall not have any duty with respect to the Trademarks, the Patents or the Licenses. 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, the Patents or the Licenses against any other parties, but the Lender may do so at its option

from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

13. Indemnification by the Pledgor. The Pledgor hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, the Patents or the Licenses (including, without limitation, whether brought by the Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Lender is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

14. The Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, the Patents and the Licenses and, if the Lender shall commence any such suit, the Pledgor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 14 (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Lender).

15. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to the Pledgor and specifying such suspension or waiver.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

17. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 8 hereof or by a writing signed by the parties hereto.

18. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, the Patents or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents or the Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, the Patents or the Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, the Patents or the Licenses as the Lender reasonably deems in its best interest for the payment of the Obligations. The Pledgor hereby ratifies all that such attorney 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 is terminated. The Pledgor 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 Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) 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, the Patents or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-610, Section 9-620 or other equivalent provisions of the Uniform Commercial Code with respect to the Trademarks, the Patents or the Licenses, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Patents and the

Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, the Patents and the Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, the Pledgor agrees that any notification of intended disposition of any of the Trademarks, the Patents or the Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days, if such notice is given by facsimile or twelve (12) days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

19. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

20. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.

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

22. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. 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. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

24. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Pledgor and the Lender with respect to the matters

contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Lender.

25. Effectiveness. This Agreement shall become effective on the date and year first written above.

[The remainder of this page is intentionally left blank.]

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

Sworn to and subscribed before me this 1st day of Nov., 2002

CUMBERLAND SWAN HOLDINGS, INC., as a Pledgor

Diane Shrem
NOTARY PUBLIC
My Commission Expires: **My Commission Expires March 29, 2003.**

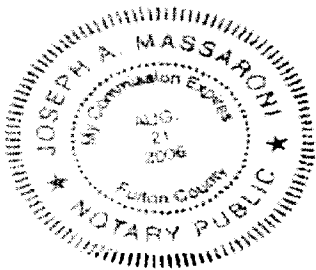
By: John H. Bailey, Jr.
Name: John H. Bailey, Jr.
Title: EVP

Sworn to and subscribed before me this 1st day of November, 2002

FOOTHILL CAPITAL CORPORATION, as Lender

Joseph A. Massaroni
NOTARY PUBLIC
My Commission Expires:

By: Greg Gertzel
Name: Greg Gertzel
Title: VICE PRESIDENT



AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE 1

Current Trademarks and Trademark Applications

Trade Names

Trademarks Not Currently In Use

TRADEMARKS

- 1) Medical Center, Certificate of Registration #2,045,303 letter attached of 3/28/97
- 2) Design Registration #1320284
- 3) Sierra 1,289,677
- 4) Sierra 1,061,508
- 5) Soft 'N Lovely 854,317
- 6) Baby Steps 76359166 (application filed 1/2/2002)
- 7) Epsom Magic 76396116 (application filed 4/15/2002)
- 8) Baby Steps 7611126 (application filed 9/4/2002)

UNREGISTERED TRADEMARKS- (for Wets and Drys, Epsom Salts, Mineral Oils, Oral Care, Powder, Bath Beads, Baby Products, Solid Air Fresheners) as follows:

- 1) Crystal
- 2) Soft & Lovely
- 3) Diamond
- 4) Prestige
- 5) Dual Care (as applied only to Toothpaste)

PROPRIETARY RIGHTS

1. L. PERRIGO COMPANY TRADEMARK FILES

TRADEMARK	SERIAL NUMBER or REGISTRATION NUMBER	CLASS(ES)
BOTTLE & CAP	RN 1,997,803	3
EVERYDAY PROTECTION	75/588,175	3
KISS THE BURN GOODBYE	RN 2,185,147	3
OIL OF BEAUTY	RN 1,661,372	3
SOF'N SILKY	RN 1,254,221	3
SOFT-N SILKY	RN 1,257,289	3

2. L. PERRIGO COMPANY PATENT FILES

TITLE	PATENT NO.
Paste Dispenser	4,767,032
Container and Cap	D 367,010

3. PERRIGO COMPANY OF TENNESSEE PATENT FILES

TITLE	STATUS
Bottle Design	29/105,678

4. PERRIGO COMPANY OF TENNESSEE TRADEMARK FILES

TRADEMARK	SERIAL NUMBER or REGISTRATION NUMBER	CLASS(ES)
ALPHA RENEWAL	RN 2,166,068	3
AQUADENT	RN 1,841,128	3
BIG KIDS	RN 1,858,103	3
BOTTLE DESIGN	RN 7415 (MO State)	3

CITROMA	RN 1,704,520	5
COOLFRESH	75/688,242	5
DURANAIL	RN 1,865,137	3
ECONO SUN	RN 2,016,523	3
FISH & CO.	75/681,353	3
HYDROXY RENEWAL	RN 2,200,014	3
HYDROXY RENEWAL	RN 2,178,741	3
ICEBERG BLUE	75/590,098	3
ISO-50	RN 1,179,778***	5
JUST KIDDING	75/681,743	3
KID'S CATCH	75,681,746	3
MISC. DESIGN - TEAR DROP	RN 2,042,927	3
NATURE'S MOUNTAIN	RN 1,262,792	3
NEW WAVE	75/681,384	3
NIGHT OF BEAUTY	Filed 06/22/99	3
NO KIDDING	75/698,341	3
SPRING MINT	RN 2,006,918	3
SUNSPRAY	75/688,241	3
SWAN (stylized)	RN 438,253	3
SWAN	RN 1,522,360	5
SWAN	RN 1,567,808	3
TAN WITHOUT THE SUN	RN 2,098,543	3
THERMAHEAT	75/590,397	3
THERMA HEAT (stacked)	Filed 06/01/99	3
UVC	75/687,671	3
UVC ULTIMATE VITAMIN COMPLEX	75,687,659	3
X-PROTECT	75/590,396	3
X-PROTECT AND DESIGN	Filed 06/01/99	3
SWAN	75/175,614	3

SWAN	RN 2,140,304	5
SWAN NEXT TO DESIGN	75/175,615	3
SWAN NEXT TO DESIGN	75/175,744	5
SWAN BELOW DESIGN	75/175,746	3
SWAN BELOW DESIGN	75/175,745	5

***This registration is in the name of Cumberland-Swan, Inc.

5. PERRIGO INTERNATIONAL, INC./L. PERRIGO COMPANY FOREIGN TRADEMARKS

TRADEMARK	SERIAL NO.	REGISTRATION NO.	COUNTRY	INT. CLASS
OIL OF BEAUTY	180,449	477,814	MEXICO	3

6. PERRIGO INTERNATIONAL, INC./PERRIGO OF TENNESSEE FOREIGN TRADEMARKS

TRADEMARK	SERIAL NO.	REGISTRATION NO.	COUNTRY	INT. CLASS
CITROMA		97718	COSTA RICA	5
CITROMA		83930	PANAMA	5
SWAN	162768		CTM	3 & 5
SWAN		87556	COSTA RICA	5
SWAN	3046-97		EL SALVADOR	5
SWAN	3592/94		HONDURAS	5
SWAN	D98-21041		INDONESIA	3
SWAN	D98-21042		INDONESIA	5
SWAN	075136	75136	PANAMA	3
SWAN	075135	75135	PANAMA	5
SWAN	S/5695/94	B5695/94	SINGAPORE	3

7. CORPORATE NAMES: Cumberland-Swan, Inc. and Cumberland Freight Line, Inc.

Trademarks

MARK	SERIAL NO.	FILED	REG. NO.	ISSUED	FILE
LIL BEAR (for baby lotion, skin care preparation for treating skin irritation, and skin care preparation for treating diaper rash in class 3 & 5)	75/703,599	05/12/99			6437
FANTASY SCENTS (for bubble bath, bath and shower gel, body wash, hand and body lotion, scented spray, bath salts, body and facial soaps, and potpourri in Class 3)	76/069,686	06/13/00			6453
CHIC CHIX (for bubble bath, body wash, body lotion, shampoo, conditioner, body spray; personal care product combination sets comprising 1) bubble bath, body wash, body lotion, shampoo, conditioner, and/or body spray sold as a unit in combination with 2) paper notepads, bracelets, and/or hair clips in Class 3)	76/077,640	06/22/00			6446
AMETHYST (cosmetics and toilet preparations - namely, face powders, creams and lotions, rouges, skin and hair tonics, astringents, eyelash preparations, brilliantines, hair oils, shampoos, wave sets, talcum and body powders, deodorants, rubbing alcohol, nail polishes, nail polish removers, cuticle oils, hand creams, bay rum, witch hazel, after-shave lotion, toilet water, and perfume in Class 3)	71/348,794	03/19/34	R315,513	07/31/34	5957

BLOSSOMS & BERRIES COLLECTION (for bubble bath, foaming bath oil, bath oil crystals, skin soap, body lotion and after bath toner, in Class 3)	75/247,414	02/25/97	2,234,982	03/23/99	6416
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
CLEAR SAILING (for antiseptic skin cleanser in Class 3)	73/456,345	12/09/83	R1,341,877	06/18/85	6097
COUNTRY STORE (fragrance candles in Class 3)	72/452,843	03/29/73	R1,003,143	01/28/75	5953
COUNTRY STORE (for hair shampoo, hair conditioner, bubble bath, bath oil crystals and skin care lotion in Class 3)	73/440,979	08/25/83	R1,295,460	09/18/84	5953.2
COURTIME (for bubble bath in Class 3)	73/669,429	06/30/87	R1,476,475	02/16/88	6172
CREATURES OF THE DEEP (for bubble bath gel, bubble bath, toilet soap, liquid soap and shampoo, in Class 3)	74/559,171	08/10/94	1,987,585	07/16/96	6392
DUAL CARE (for shampoo and conditioner in Class 3)	74/036,950	03/12/90	R1,660,469	10/15/91	6260
FEMALE SILHOUETTE DESIGN (for skin lotion and creme in Class 3)	73/610,505	07/21/86	R1,431,675	03/10/87	6346
FRANCES HARRIET (toilet soap in Class 3)	72/208,801	12/24/64	R807,631	04/26/66	5942
FRANCES HARRIET (bubble bath, bath oil, cologne, after bath cologne, milk bath, and bath crystals in Class 3)	72/208,800	12/24/64	R807,616	04/26/66	5941

GOLDEN CREATIONS (for bubble bath, bath oil, bath gelee, bath crystals, toilet soap and body shampoo, in Class 3)	74/478,933	01/13/94	R2,051,100	04/08/97	6385
HOLIDAY HEARTH (for skin lotions, bubble bath and liquid skin soap in Class 3)	74/256,624	03/18/92	R1,730,572	11/10/92	6250
HONEYKINS (for bubble bath in Class 3)	73/555,283	08/26/85	R1,387,965	04/01/86	6129
KIDZ (for bubble bath in Class 3)	74/036,361	09/09/90	R1,857,428	10/11/94	6325
LIL BEAR (for toiletries, namely, bubble bath, hair shampoo, hair conditioner and hair lotion in Class 3)	73/481,122	05/21/84	R1,321,715	02/26/85	6113
LIQUI SOAP (Stylized) (for toilet soap in Class 3)	73/260,820	05/05/80	R1,168,862	09/15/81	6341
MARY SHERMAN (Stylized) (for cosmetic preparation for perfuming and softening bath water in Class 3)	72/93,868	03/28/60	R718,346	07/11/61	6246
MEDI SKIN (Stylized) (for cosmetics, namely, body cleansing foams, sprays, and preparations, moisture barrier skin lotions and creams, skin and hands creams, skin barrier sprays and pastes, body wash and shampoo, body lotions, liquid soaps for use on hands, and foams and gels containing alcohol for use on hands in Class 3)	75/113,934	06/04/96	R2,191,250	09/22/98	
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	

MEDISKIN (for cosmetics, namely, body, cleansing foams, sprays, and preparations, moisture barrier skin lotions and creams, skin and hand creams, skin barrier sprays and pastes, body wash and shampoo, body lotions, liquid soaps for use on hands, and foams and gels containing alcohol for use on hands in Class 3)	75/113,709	06/04/96	R2,166,341	06/16/98	
MR. FUN'S (for bubble bath in Class 3)	73/573,444	12/16/85	R1,400,056	07/08/86	6135
NATURE'S CREATION (for body lotion, shampoo, hair conditioner and bubble bath in Class 3)	73/403,263	11/19/82	R1,291,689	08/28/84	6070
Canadian Registration NATURE'S CREATION (for shampoo, hair conditioners, body lotion, bubble bath, cologne, bath oil, antiperspirants and vitamins)	0504,278	05/27/83	TMA300,706	03/08/85	6070.1
OIL OF CHARM (for skin lotion in Class 3)	73/217,431	05/29/79	R1,154,398	05/19/81	5984
OIL OF NATURE & Design (for skin lotion in Class 3)	73/217,429	05/29/79	R1,154,397	05/19/81	5983
PARIS NIGHT (for hair conditioner, skin care lotion, bubble bath and baby shampoo in Class 3)	73/473,989	04/02/84	R1,370,788	11/19/85	5973.1
PARIS NIGHT (for bubble bath in Class 3)	73/342,959	12/22/81	R1,254,230	10/18/83	5973
PE-RU-NA (Stylized) (for tonic medicines in Class 5)	71/543,894	12/10/47	R502,178	09/14/48	6335
PEARL FRESH (for skin lotion and hair shampoo in Class 3)	73/270,003	05/17/80	R1,207,749	09/14/82	6020
ROYAL BOUQUET (for bubble bath, foaming bath oil and bath oil crystals in Class 3)	74/274,246	05/11/92	R1,809,863	12/07/93	6371
SCRUBBLES (for bubble bath in Class 3)	72/337,203	09/05/69	R896,120	08/04/70	6094

SWAMP GOO (for bubble bath in Class 3)	74/559,041	08/09/94	R1,975,384	05/21/96	6390
TROPICAL DELIGHT (bath oil and bath gelee, in Class 3)	74/478,574	01/12/94	R1,912,142	08/15/95	6386
TUBZA BUBBLES (for bubble bath in Class 3)	73/470,423	03/15/84	R1,316,448	01/29/85	6343
ULTRABATH (for bath and shower gel, in Class 3)	73/401,675	06/07/82	R1,307,601	12/04/84	6067

SCHEDULE 2

Patents

Patent Applications

SCHEDULE 3

Licenses