

06-10-2003

EL645097646US

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇌ ⇌ ⇌ ▼

102468403 ▼ ▼ ▼

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

1. Name of conveying party(ies): Essential Brands, LLC **6.5.03**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State – Nevada
 Other limited liability company Delaware

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

2. Name and address of receiving party(ies)
 Name: Wells Fargo Business Credit, Inc.
 Internal Wells Fargo Plaza
 Address: MAC S4101-076
 Street Address: 100 West Washington Street
 City: Phoenix State: AZ Zip: 85013

Individual(s) citizenship _____
 Association _____
 General partnership _____
 Corporation-State Minnesota
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 31, 2003

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

A. Trademark Application No.(s) 76/433,510;
76/433,509; 76/433,511; 76/387,908; 76/455,187;
76/391,765; 76/387,910; 76/448,640; 76/387,909;
76/433,328; 76/448,639; 75/890,990; 76/449,878;
76/443,329; 76/387,907; and 76/476,826

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,441,280;
2,430,237; 1,830,755; 697,889; 951,482; 951,501;
1,851,851; 1,325,304; 1,539,987; 1,358,774; 1,475,569;
1,785,136; 2,272,259; 2,274,402; 2,287,701; 1,574,195;
1,937,148; 1,937,149; 1,937,146; 2,404,404; 2,447,031;
2,523,429; 1,709,638; 1,931,665; 2,209,259; 2,595,949;
and 612,869

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Glenn Spencer Bacal
 Internal Address: Quarles & Brady
Streich Lang, LLP
 Street Address: One Renaissance Square
Two North Central Avenue
 City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41) \$1,090.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 17-0055

DO NOT USE THIS SPACE

9. Signature:
Glenn Spencer Bacal
 Name of Person Signing [Signature]
 Signature

June 3, 2003 Date

Total number of pages including cover sheet, attachments, and document: 20

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
JUN JUN -5 PM 2:44

06/09/2003 ECOOPER 00000061 170055 76433510
01 FC:8521 40.00 CH
02 FC:8522 1050.00 CH

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

TRADEMARK
REEL: 002749 FRAME: 0310

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of March 31, 2003, is made by and between ESSCENTUAL BRANDS, LLC, a Delaware limited liability company, whose notice address is 6530 S. Yosemite St., Suite 250, Greenwood Village, Colorado 80111 (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation, whose notice address is Wells Fargo Plaza, MAC S4101-076, 100 West Washington Street, Phoenix, Arizona 85003 (the "Secured Party").

RECITALS

The Debtor and the Secured Party are parties to 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 condition to extending credit to or for the account of the Debtor, 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 Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Credit Agreement. 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 all patents and patentable inventions conceived by Debtor, its employees, agents or anyone else with a legal obligation to assign rights in the invention to Debtor, whether now existing anywhere in the world or hereafter acquired, whether currently in use or not, all registrations and recordings thereof, and all applications for patents, fees or royalties with respect to each, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including without limitation, the patents and patent applications listed on **Exhibit A** attached hereto and incorporated herein by this reference; and all patent

licenses (whether as licensee or licensor) relating to the patents, including each patent license, if any, referred to in **Exhibit C**; all reissues, extensions or renewals of any of the foregoing, and all proceeds of, and rights associated with any of the foregoing, including any claim by Debtor against third parties for past, present or future infringement, patent registration, including any patent, patent registration or patent license referred to in **Exhibit A**, or for breach or enforcement of any patent license.

"Trademarks" means all of the Debtor's right, title and interest in and to corporate names, trade names, trademarks, service marks, certification marks and collective membership marks, including the goodwill associated with each such mark and name, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordations thereof, and all applications therefor, whether pending or in preparation for filing, including registrations, recordations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including without limitation, the marks and names listed on **Exhibit B** attached hereto and incorporated herein by this reference; and all licenses (whether as licensee or licensor) relating to the marks and names, including each license, if any, referred to in **Exhibit C**; all reissues, extensions or renewals of any of the foregoing, and all proceeds of, and rights associated with any of the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any mark or name, or for breach or enforcement of any license.

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 limited liability company, 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 managers, and if necessary its members, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or operating agreement 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 Esscentual Brands, LLC. 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 good title to and controls each Patent and each Trademark listed on **Exhibit A** and **Exhibit B** (or in the case of each license, has good title to and controls the interest of the licensee under such license), free and clear of all Liens, except the Security Interest, and will keep all Patents and Trademarks free and clear of all Liens, except the Security Interest.

(e) **No Sale.** The Debtor will not sell, transfer 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, protect and defend the Patents and Trademarks against all claims or 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) **Further Assurances.** The Debtor, upon the written request of the Secured Party, shall execute and deliver such further documents, as may be reasonably necessary to carry out the intent of this Agreement and to perfect and preserve the rights and interests of the Secured Party hereunder and the priority thereof. Debtor shall provide to the Secured Party an updated version of **Exhibit A** and **Exhibit B** upon request of the Secured Party and automatically (without any request) at least every six months; and shall provide to the Secured Party an updated version of **Exhibit A** or **Exhibit B**, as applicable, if such Exhibit ceases to accurately reflect the status of Patents or Trademarks, as the case may be, in any material way. Each such updated version of each Exhibit shall be confirmed as accurate in a sworn affidavit or declaration signed by Debtor that shall accompany the updated version. Such updated versions shall automatically become part of this Agreement as soon as the Secured Party places a duly authorized signature upon such updated Exhibits. To indicate its acceptance of the updated Exhibits, Secured Party may from time to time record in appropriate places such updated Exhibits in order to perfect and preserve its rights and interests as updated.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably useful in its business including, but not limited to, filing all applications to register and all affidavits and renewals required with respect to issued registrations for Patents and Trademarks reasonably useful in its business. The Debtor covenants that, except with respect to Patents and Trademarks (or applications therefore) reasonably determined by the Debtor to be no longer reasonably useful in its business, it will not 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. If the obligations under the first sentence of this Section 5(h) are not performed by the Debtor, the Debtor shall provide the Secured Party: (i) sufficient written notice to

allow the Secured Party, at the Secured Party's option, to timely pay any such maintenance fees or annuity which may become due on any of such 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.

(i) ***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.

(j) ***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.

(k) ***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 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.

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) to the extent such failure does not constitute an Event of Default pursuant to the preceding clause (i), 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 the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Notices. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

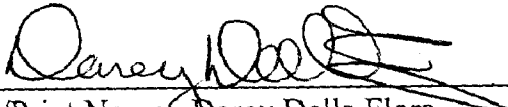
8. Miscellaneous. No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is sought. No waiver by the Secured Party and no consent by the Secured Party to any departure by the Debtor from this Agreement shall be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Except as permitted by law, no release of a Security Interest shall be effective unless the same shall be in writing and signed by the Secured Party. Except to the extent permitted by applicable law, the Security Interest may be released only by a writing signed by the Secured Party. 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 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.

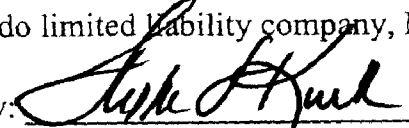
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT,
INC.

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

ESSCENTUAL BRANDS, LLC

By: Mankwitz Kurtz Investments, LLC, a
Colorado limited liability company, Manager

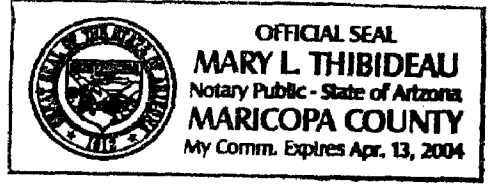
By: 
Type/Print Name: Stephen S. Kurtz
Title: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of March, 2003, by Stephen S. Kurtz, the Manager of Mankwitz Kurtz Investments, LLC, a Colorado limited liability company and the Manager of Esscentual Brands, LLC, a Delaware limited liability company, on behalf of Mankwitz Kurtz Investments, LLC, for Esscentual Brands, LLC.

Mary L. Thibideau
Notary Public

My Commission Expires:
4-13-04



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of March, 2003, by Darcy Della Flora, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Mary L. Thibideau
Notary Public

My Commission Expires:
4-13-04



EXHIBIT A

PATENTS AND PATENT APPLICATIONS

None

EXHIBIT B**TRADEMARKS, SERVICE MARKS,
COLLECTIVE MEMBERSHIP MARKS AND DOMAIN NAMES****Schedule of U.S. Marks (Personal Care)**

Trademark	Reg. No.	Reg. Date
OUTLOOK	2,441,280	4/3/01
OUTLOOK	2,430,237	2/20/01
VITA SPA	1,830,755	4/12/94
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
WATERILLY	1,539,987	5/23/89

Applications:

Trademark	App. No.	App. Date
CHASE YOUR DREAM	76/433,510	7/22/02
LIVE IT UP!	76/433,509	7/22/02
ROCK YOUR WORLD	76/433,511	7/22/02
SUPPLEMENT YOUR SKIN	(pending)	(pending)
VITABATH	76/387,908	3/25/02
VITABATH ESSENTIALS	76/455,187	9/27/02
VITABATH EXPRESSIVES	76/391,765	4/4/02

Unregistered:

Trademark	App. No.	App. Date
BE TRUE TO YOU	N/A	N/A
FRESH CITRUS TWIST	N/A	N/A
ORIGINAL SPRING GREEN	N/A	N/A
PEACH ENRICHED WITH MILK	N/A	N/A
PLUS FOR DRY SKIN	N/A	N/A
SPA SKIN THERAPY	N/A	N/A

Schedule of Domain Names

Domain Name	Date Issued
MYATTITUDE.COM	3/2/99
SUPPLEMENTYOURSKIN.COM	7/19/01
VITABATH.BIZ	12/13/01
VITABATH.NET	6/11/01
VITABATHNATURALS.BIZ	12/13/01

Schedule of Foreign Marks (Home Fragrance – Omnibus – Foreign)

Registrations:

Trademark	Country	Reg. No.	Reg. Date
APPELJACK & PEEL	Canada	314911	6/6/1986
APPELJACK & PEEL	Great Britain	1,234,781	1/31/1985
APPELJACK & PEEL	Ireland	114994	1/30/1985
APPELJACK & PEEL	Israel	60323	2/6/1985
APPELJACK & PEEL	Japan	4,606,863	9/27/2002
APPELJACK & PEEL	New Zealand	156864	2/5/1985
APPELJACK & PEEL	New Zealand	156863	2/5/1985
APPELJACK & PEEL	New Zealand	156,862	2/5/1985
APPELJACK & PEEL	South Africa	85/0704	1/30/1985
APPELJACK & PEEL	Taiwan	484104	5/16/1990
CLAIRE BURKE	Benelux	493,805	1/10/1991
CLAIRE BURKE	Canada	239,413	1/25/1980
CLAIRE BURKE	Great Britain	B1214810	3/15/1984
CLAIRE BURKE	Great Britain	B1214812	3/15/1984
CLAIRE BURKE	Italy	812542 (formerly 345,096)	3/18/1985
CLAIRE BURKE	Japan	4,606,862	9/27/2002
CLAIRE BURKE	Paraguay	248,399 (formerly 153206)	4/22/1992
CLAIRE BURKE	Sweden	164948	10/6/1978
OH CHRISTMAS TREE	Canada	413,251	6/11/1993
PEACHES & DREAMS	Australia	481529	6/14/1991
PEACHES & DREAMS	Canada	357,890	6/30/1989
PEACHES & DREAMS (design)	Japan	2695127	9/30/1994
PEACHES & DREAMS (design)	Switzerland	369764	2/10/1988
PICKET FENCE COLLECTION	Canada	566,382	8/26/2002
VAPOURRI (design)	Australia	306,862	7/20/1979
VAPOURRI (design)	Canada	232,647	4/12/1979
VAPOURRI (design)	Great Britain and Northern Ireland	1077939	5/3/1977
VAPOURRI (design)	Italy	812,544 (formerly 346,111)	3/18/1985
VAPOURRI (design)	Sweden	164387	8/11/1978
WISTERIA (design)	Canada	447,475	9/15/1995

Applications:

Trademark	Country	Reg. No.	Reg. Date
BALI	Canada	1154778	10/4/2002
CLAIRE BURKE	Mexico	559482	8/5/2002
CLAIRE BURKE	Mexico	559483	8/5/2002
CLAIRE BURKE	Mexico	559484	8/5/2002
FLORENCE	Canada	1154779	10/4/2002
FRESH SLICED ORANGE	Canada	1154777	10/4/2002
PICKET FENCE (design)	Canada	1,054,679	4/11/2000
TROPICAL SECLUSION	Canada	1,154,780	10/4/2002

Unregistered Marks:

Trademark	Country	Reg. No.	Reg. Date
BLUSHING ROSE	Canada	N/A	N/A
FROSTED PEAR	Canada	N/A	N/A

Schedule of Foreign Marks (Personal Care – Omnibus – Foreign)

Registrations:

Trademark	Country	Reg. No.	Reg. Date
DUCAIR	Greece	110519	9/2/1992
SPRING MEADOW	Canada	371363	7/27/1990
VITA SOAP	Great Britain	1078495	5/13/1977
VITA TALC	Great Britain	1078494	5/13/1977
VITABAD	Argentina	1586924	1/3/1996
VITABAD	Benelux	481819	4/20/1990
VITABAD	Finland	116393	1/20/1992
VITABAR	Austria	138643	11/5/1991
VITABAR	Canada	527006	4/26/2000
VITABAR	Benelux	502630	5/6/1992
VITABAR	Denmark	199207939	8/21/1992
VITABAR	France	1681294	7/18/1991
VITABAR	Great Britain	1471732	7/23/1991
VITABAR	Italy	625777	6/17/1994
VITABAR	Japan	2671914	6/29/1994
VITABAR	Switzerland	400311	7/22/1991
VITABATH	Afghanistan	4422	8/28/1990
VITABATH	Argentina	1,767,082	12/14/1999
VITABATH	Barbados	81/7176	10/17/1997
VITABATH	Canada	112,052	10/31/1973
VITABATH	Canada	183,593	8/2/1986
VITABATH	El Salvador	299/13	10/22/1992
VITABATH	Germany	39639548.1	11/25/1996
VITABATH	Great Britain	823312	7/21/1961
VITABATH	Great Britain	823313	7/21/1961
VITABATH	Great Britain	1078492	5/13/1977
VITABATH	Iceland	206/1991	2/27/1991
VITABATH	Indonesia	3/11/1993	2/29/1991
VITABATH	Ireland	137655	11/1/1989
VITABATH	Ireland	137656	11/1/1989
VITABATH	Japan	4108991	1/30/1998
VITABATH	Japan	4108992	1/30/1998
VITABATH	Liberia	LR/M/2001/00115	7/3/2001

Trademark	Country	Reg. No.	Reg. Date
VITABATH	Mexico	702,183	5/22/1990
VITABATH	New Zealand	642,091	7/23/2001
VITABATH	Nicaragua	20433C.C.	10/15/1991
VITABATH	Norway	146207	7/25/1991
VITABATH	Puerto Rico	18076	5/8/1973
VITABATH	Puerto Rico	18077	5/8/1973
VITABATH	South Africa	90/4970	7/7/1993
VITABATH	Spain	2,422,913	2/5/2002
VITABATH	Taiwan	689902	10/16/1995
VITABATH	Taiwan	689998	10/16/1996
VITABATH	Uruguay	235509	2/9/1993
VITABATH GELEE	Great Britain	1078493	5/13/1977
VITASPA	Australia	A562248	6/4/1993
VITASPA	Austria	145076	12/1/1992
VITASPA	Canada	508,151	2/18/1999
VITASPA	France	1688734	8/23/1991
VITASPA	Germany	2056382	2/8/1994
VITASPA	Great Britain	1474292	5/28/1993
VITASPA	Italy	610298	12/3/1993
VITASPA	Japan	2653476	4/28/1994
VITASPA	Japan	2671917	6/29/1994
VITASPA	New Zealand	212436	2/7/1996
VITASPA	South Africa	91/7140	8/28/1991
VITASPA BODYSKIN CARE FROM VITABATH	Austria	142970	7/15/1992
VITASPA BODYSKIN CARE FROM VITABATH	Benelux	517454	4/10/1992
VITASPA BODYSKIN CARE FROM VITABATH	Canada	529,314	6/15/2000
VITASPA BODYSKIN CARE FROM VITABATH	Denmark	199301120	2/5/1993
VITASPA BODYSKIN CARE FROM VITABATH	France	92414650	9/25/1992
VITASPA BODYSKIN CARE FROM VITABATH	Germany	2056290	2/8/1994
VITASPA BODYSKIN CARE FROM VITABATH	Italy	641,494	12/28/1994
VITASPA BODYSKIN CARE FROM VITABATH	Switzerland	397063	4/10/1992
WATERLILY	Canada	386,050	6/28/1991

Applications:

Trademark	Country	App. No.	App. Date
BE TRUE TO YOU	Canada	(pending)	(pending)
CHASE YOUR DREAM	Canada	"	"
ROCK YOUR WORLD	Canada	"	"

Unregistered Marks:

Trademark	Country	App. No.	App. Date
FRESH CITRUS TWIST	Canada	N/A	N/A
ORIGINAL SPRING GREEN	Canada	N/A	N/A
PLUS FOR DRY SKIN	Canada	N/A	N/A
SPA SKIN THERAPY	Canada	N/A	N/A

Schedule of U.S. Trademarks (Home Fragrance)

Registered Marks:

Trademark	Reg. No.	Reg. Date
APPLEJACK & PEEL	1,358,774	9/10/1985
CHRISTMAS MEMORIES	1,475,569	2/9/1988
CLAIRE BURKE	1,785,136	8/3/1993
CLAIRE BURKE	2,272,259	8/24/1999
CLAIRE BURKE	2,274,402	8/31/1999
CLAIRE BURKE	2,287,701	10/19/1999
OH CHRISTMAS TREE	1,574,195	1/2/1990
PEACHES & DREAMS	1,937,148	11/21/1995
PEACHES & DREAMS	1,937,149	11/21/1995
PEACHES & DREAMS	1,937,146	11/21/1995
PICKET FENCE (Design only)	2,404,404	11/14/2000
PICKET FENCE COLLECTION (Word Mark)	2,447,031	4/24/2001
SIMPLE ELEGANCE	2,523,429	12/25/2001
THE SEA	1,709,638	8/25/1992
THE SEA	1,931,665	10/31/1995
THE SEA	2,209,259	11/2/1999
TUSCAN HARVEST	2,595,949	7/16/2002
VAPOURRI (design)	612,869	9/27/1955

Applications:

Trademark	Reg. No.	Reg. Date
CANDIED APRICOTS	76/387,910	3/25/2002
FLORENCE	76/448,640	9/6/2002
FRESH CUT SPRUCE	76/387,909	3/25/2002
FRESH SLICED ORANGE	76/433/328	7/22/2002
MOROCCO	76/448,639	9/6/2002
PICKET FENCE (Design only)	75/890,990	1/6/2000
ST TROPEZ	76/449,878	9/3/2002
TROPICAL SECLUSION	76/443,329	7/22/2002
WINTER CRISP	76/387,907	3/25/2002

Unregistered Marks:

Trademark	App. No.	App. Date
BLUSHING ROSE	N/A	N/A
CLAIRE BURKE ORIGINAL	N/A	N/A
FROSTED PEAR	N/A	N/A

Schedule of Domain Names

Domain Name	Date Issued
CLAIREBURKE.COM	3/2/99
HOMEFRAGRANCE.COM	5/23/01
*PICKETFENCE COLLECTION.COM	1/21/00
CLAIREBURKE.BIZ	12/13/01
HOMEFRAGRANCE.BIZ	12/13/01
PICKETFENCE.BIZ	12/13/01
PICKETFENCECOLLECTION.BIZ	12/13/01
SCENTSOFHOME.COM	7/2/01
SCENTSOFHOME.BIZ	12/13/01

* Title not in Belae Brands, Inc.; however domain not to be renewed upon expiration.

LICENSED INTELLECTUAL PROPERTY

Licenses to Borrower

None.

Licenses from Borrower

None.