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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): Tweezerman Corporation 2 Tri-Harbor Court Port Washington, New York 11050 Individual(s) Association General Partnership Limited Partnership Corporation-State (NY) Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Fleet National Bank Internal Address: Street Address: 300 Broad Hollow Road City: Melville State: NY Zip: 11747 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national bank 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: 7/25/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) N/A B. Trademark Registration No.(s) 2437130, 2358431, 1960228 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2437130, 2358431, 1960228

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Goetz & Mady-Grove, LLP Internal Address: Street Address: 100 Jericho Quadrangle Suite 333 City: Jericho State: NY Zip: 11753

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41) \$ 165.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

9. Signature. Lisa Bowen Name of Person Signing Signature Date 7/25/03 Total number of pages including cover sheet, attachments, and document: 12

06/04/2003 BY: 00000079 2437130 01 FC:8521 40.00 OP 02 FC:8522 125.00 OP

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

TRADEMARK REEL: 002793 FRAME: 0097

**CONVEYING PARTY:** Tweezerman Corporation  
2 Tri-Harbor Court  
Port Washington, New York 11050

**RECEIVING PARTY:** Fleet National Bank  
300 Broad Hollow Road  
Melville, New York 11747

**CONTINUATION OF ITEM 4**

Trademark No.(s)

1906087  
1441049  
1200861

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Security Agreement") entered into as of July 25, 2003 by and between TWEEZERMAN CORPORATION, a corporation organized and existing under the laws of the State of New York having its principal office at 2 Tri-Harbor Court, Port Washington, New York 11050 (the "Grantor") and FLEET NATIONAL BANK, a national banking association having an office at 300 Broad Hollow Road, Melville, New York 11747 (the "Bank"), in connection with the Credit Agreement (as hereinafter defined).

WHEREAS, the Bank and the Grantor have entered into a revolving credit agreement of even date herewith and a letter of credit and reimbursement agreement dated as of January 1, 2003 as amended by a first amendment of even date herewith (as such agreements may be modified or amended, collectively, the "Credit Agreement"), whereby the Bank has agreed to loan money to the Grantor, and the Grantor has agreed to grant a security interest in certain of its business assets to the Bank to secure that loan; and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank.

NOW THEREFORE, in consideration of the premises set forth in this Security Agreement, the aforementioned Credit Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agree as follows:

Section 1.01 Grant of Security Interest. In order to secure the complete and timely satisfaction of all of the duties and obligations owing from the Grantor to the Bank as set forth in the Credit Agreement, the Grantor hereby pledges, mortgages and grants a first priority security interest to the Bank in and to the following:

(1) All patents, patent applications and patentable inventions which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, including but not limited to those set forth in Exhibit 1, and (a) the inventions and improvements described and claims therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications or inventions ("Patents").

(2) All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks which are presently, or in the future may be, owned, issued, acquired

or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, including but not limited to those set forth in Exhibit 2 and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor or licensee of said trademark ("Trademarks").

**Section 2.01 No Liens, Etc.** The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Patents and Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Patents or Trademark registrations covered by this Security Agreement without the prior written agreement of the Bank.

**Section 3.01 Grantor's Obligation to Maintain and Enforce Rights.** The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all Patents and registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Patents or registrations for Trademarks (including the filing of a declaration of incontestability under §15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all patentable inventions or Trademarks acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause Patents and registrations for Trademarks to be issued as a result of said applications.

(3) To protect such Patents and Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents and Trademarks from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

**Section 4.01 After Acquired Property.** If the Grantor shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications or licenses before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security

Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

**Section 5.01 The Bank's Appointment as Attorney-in-Fact**

(a) The Grantor hereby irrevocably constitutes and appoints the Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Bank's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives the Bank the power and right, on behalf of the Grantor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Patents and Trademarks to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any of the Patents or Trademarks; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Patents and Trademarks or any part thereof and to enforce any other right in respect of any Patents or Trademarks; (C) to defend any suit, action or proceeding brought against the Grantor with respect to any Patents and Trademarks; (D) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; and (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Patents and Trademarks as fully and completely as though the Bank were the absolute owner thereof for all purposes, and to do, at the Bank's option all acts and things which the Bank deems necessary to protect, preserve or realize upon the Patents and Trademarks and the Bank's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as the Grantor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Grantor further agrees to execute any additional documents which the Bank may require in order to confirm this power of attorney, or which the Bank may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on the Bank hereunder are solely to protect its interests in the Patents and Trademarks and shall not impose any duty upon it to exercise any such powers. The Bank shall be accountable only for amounts that it actually receives as a result of the exercise

of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) The Grantor also authorizes the Bank to execute, in connection with the sale provided for in Section 8.01 of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Patents and Trademarks.

**Section 6.01 Execution of Power of Attorney.** Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to the Bank, in the form of Schedule I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents or Trademarks pursuant to Section 8 hereof.

**Section 7.01 Performance by the Bank of the Grantor's Obligations** If the Grantor fails to perform or comply with any of its agreements contained herein and the Bank, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Bank incurred in connection with such performance or compliance shall be payable by the Grantor to the Bank on demand and shall constitute obligations secured hereby.

**Section 8.01 Events of Default.** The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Credit Agreement shall constitute an Event of Default under the Credit Agreement. Upon the occurrence of such an Event of Default, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Patents and Trademarks including but not limited to the assignment of all said Patents and Trademarks from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

**Section 9.01 No Waiver.** The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

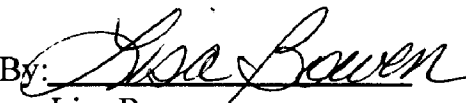
**Section 10.01 Governing Law.** This Security Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York. The Grantor hereby submits to the jurisdiction of the Supreme Court of the State of New York and agrees with the Bank that personal jurisdiction over the Company shall rest with said Court for purposes of any action on or related to this Agreement or the Loan Documents contemplated hereby. THE GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO INTERPOSE A COUNTERCLAIM IN ANY ACTION OR PROCEEDING ON OR RELATED TO THIS SECURITY AGREEMENT EXCEPT FOR MANDATORY COUNTERCLAIMS. The Grantor may not assign or transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

Section 11.01 Severability. In the event that any one or more of the provisions of this Security Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

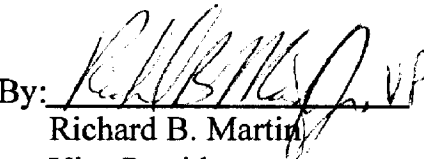
Section 12.01 Further Actions. The Grantor agrees at any time and from time to time at its expense, upon request of the Bank, to promptly execute, deliver, or obtain or cause to be executed, delivered or obtained any and all further instruments and documents and to take or cause to be taken all such other action as the Bank may reasonably deem desirable in obtaining the full benefits of this security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the 25th day of July, 2003.

TWEEZERMEN CORPORATION

By:   
Lisa Bowen  
President

FLEET NATIONAL BANK

By:   
Richard B. Martin  
Vice President

# EXHIBIT 1

## PATENTS, PATENT APPLICATIONS AND PATENTABLE INVENTIONS

COUNTRY	PATENT #	ITEM	DATE
United States	4993439	Curler	02/19/91
United States	D328504	Eyelash Curler	08/04/92
United States	D377240	Power Nail Clipper	01/07/97
United States	D-456097	V Nipper	10/18/01
United States	D-454981	Wide Grip Whole Slant Tweezers	03/26/02
United States	D-472675	Wide Grip w/hole Point Tweezers	
United States	D-308735	Pushy	
France	854249	Pointed Slant Tweezers	
Germany	G8581382.3	Pointed Slant Tweezers	01/16/86
Germany	MR25169	Pointed Slant Tweezers	01/16/86
Italy	49000	Pointed Slant Tweezers	09/11/85
Korea/US	6230715	"Lovely" Curler	
Switzerland	113227	Pointed Slant Tweezers	08/01/83
Switzerland	114822	Pointed Slant Tweezers	
United Kingdom	2009783	Folding Iashcomb	01/30/91
United Kingdom	3101574	Wide Grip W/Hole Point Tweezers	03/24/03
United Kingdom	2233896	Eyelash Curler	



**EXHIBIT 2**

**TRADEMARKS, TRADEMARK REGISTRATIONS,  
AND TRADEMARK APPLICATIONS  
AND ASSOCIATED GOODWILL**

<b>COUNTRY</b>	<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>WORD / MARK</b>
United States	78198159		TWEEZERMEN MEN
United States	78198145		HIS TWEEZERMEN
United States	76019194	2437130	PETITE TWEEZE
United States	75497905	2358431	TITANIUM TWEEZERMEN
United States	74654781	1960228	TWEEZERMEN
United States	74427878	1906087	WE AIM TO TWEEZE
United States	73581191	1441049	TWEEZERETTE
United States	73298748	1200861	TWEEZERMEN

**SCHEDULE I**

**SPECIAL POWER OF ATTORNEY**

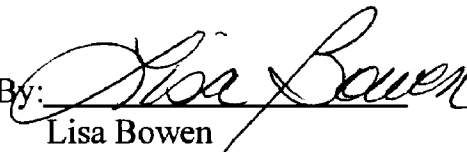
STATE OF NEW YORK )  
:ss:  
COUNTY OF NASSAU)

KNOW ALL MEN BY THESE PRESENTS, that **TWEEZERMAN CORPORATION**, a corporation organized and existing under the laws of the State of New York having its principal office at 2 Tri-Harbor Court, Port Washington, New York 11050 (the "Grantor"), pursuant to a Patent and Trademark Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes **FLEET NATIONAL BANK**, a national banking association, with offices at 300 Broad Hollow Road, Melville, New York 11747 (hereinafter called the "Bank"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the Patents and Trademarks listed on Exhibits 1 and 2 of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Bank may in its sole discretion determine.

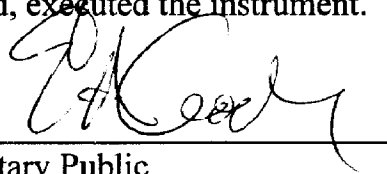
This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between the Grantor and the Bank and may not be revoked until the payment in full of all obligations under the Credit Agreement as defined in such Security Agreement.

TWEEZERMAN CORPORATION

By:   
Lisa Bowen  
President

**State of New York, County of Nassau, ss:**

On the 25th day of July, in the year 2003, before me the undersigned, personally appeared Lisa Bowen personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ERNEST A. GOETZ, JR.  
Notary Public, State of New York  
No. 30-4943583  
Qualified in Nassau County  
Commission Expires Oct. 31, 2004