

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jane & Company, LLC		02/06/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Sassaby Cosmetics, LLC
Street Address:	767 Fifth Avenue, 42nd floor
Internal Address:	c/o The Estee Lauder Companies Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1973479	BARELY LIPS
Registration Number:	2124281	BROW BEATERS
Registration Number:	2037895	CLUELESS
Registration Number:	1282032	DOUBLE TALK
Registration Number:	2151390	EYE LIGHTS
Registration Number:	1920649	FLASHES
Registration Number:	1926235	GLIDING LINERS
Registration Number:	2158577	HIPLIPS
Registration Number:	2217756	HOT TIPS
Registration Number:	2788993	ICED SHADOW
Registration Number:	2789008	ICED SHADOW
Registration Number:	2618523	IN A SWOOSH
Registration Number:	1997324	JANE
Registration Number:	1962307	JANE

CH \$1290.00 1973479

Registration Number:	1922801	JANE BLUSHING CHEEKS
Registration Number:	2193693	JANE BY SASSABY
Registration Number:	1922800	JANE OIL FREE FOUNDATION
Registration Number:	2289136	JANE'S BRAIN
Registration Number:	2044431	LICKETY STIX
Registration Number:	1932264	LIP HUGGERS
Registration Number:	2579249	LIP KICK
Registration Number:	2272765	MANIC CURE
Registration Number:	2540806	MEGA BITES
Registration Number:	2500170	MEGABITES
Registration Number:	2181711	MOON STRUCK
Registration Number:	1920648	NO SHOW
Registration Number:	2116558	ONE LINERS
Registration Number:	2302394	OUTER LIMITS
Registration Number:	2451621	RADIATION
Registration Number:	1860219	SASSABY
Registration Number:	1823534	SASSABY
Registration Number:	1748558	SASSABY
Registration Number:	1694389	SASSABY
Registration Number:	1701112	SASSABY
Registration Number:	1920650	SPLASHES
Registration Number:	1291645	SWEET CHEEKS
Registration Number:	1881439	
Registration Number:	2567407	WEATHER WEAR
Serial Number:	75814536	CLOUDBURST
Serial Number:	78204436	EYEZING
Serial Number:	76350168	GLIMMERATZI
Serial Number:	78274527	GLOSSERY
Serial Number:	76342723	GLOWGODDESS
Serial Number:	78324799	HI-FIBER MASCARA
Serial Number:	76133142	JANE AND FLOWER DESIGN
Serial Number:	76364260	LIP SASS
Serial Number:	78177161	LUCKY STAR
Serial Number:	75802629	MUDVILLE
Serial Number:	76184952	SHINE LANGUAGE

Serial Number:	78342347	STAY CALM
Serial Number:	78322340	TURN COAT

CORRESPONDENCE DATA

Fax Number: (212)682-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-880-6281
Email: sanger@torys.com
Correspondent Name: Torys LLP
Address Line 1: 237 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	JANE&COMPANY 32883/2001
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NAME OF SUBMITTER:	Sophie B. Anger
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Total Attachments: 30
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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of February 6, 2004, made by and between Jane & Company, LLC, a Delaware limited liability company (the "Grantor"), and Sassaby Cosmetics, LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party and its parent, Sassaby, LLC, are selling certain assets to the Grantor pursuant to an Asset Purchase Agreement of even date hereof (the "Asset Purchase Agreement");

WHEREAS, a portion of the purchase price for the assets shall be paid for by the delivery by the Grantor to the Secured Party of a promissory note, dated February 6, 2004, in the amount of Eight Hundred Sixty Three Thousand Five Hundred Thirty Four Dollars (\$863,534) (the "Note");

WHEREAS, the Secured Party is willing to accept the Note only if the Grantor grants to the Secured Party a first priority security interest in all of the Grantor's assets to secure the payment of the Note.

NOW, THEREFORE, in consideration of the selling the assets and the premises and the agreements herein, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Definitions. All terms used in this Agreement which are defined in the Note or in Article 9 of the Uniform Commercial Code currently in effect in the State of Delaware (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), the Grantor hereby pledges, assigns and grants to the Secured Party a continuing security interest in all tangible and intangible personal property and fixtures of the Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description (collectively, the "Collateral"), including, without limitation, the following:

(a) all of the Grantor's right, title and interest in and to all equipment, vehicles, furniture, fixtures and machinery, together with all substitutes, replacements, accessions and additions thereto, and all tools, parts, accessories and attachments used in connection therewith (hereinafter collectively referred to as the "Equipment");

(b) all of the Grantor's right, title and interest in and to all inventory of any kind (including, without limitation, all types of goods, property and other assets that are held by the Grantor for sale, lease or other disposition in the ordinary course of the Grantor's business or to be

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furnished under a contract for services, whether such goods, property and other assets are raw, in process and finished, and materials and supplies used or consumed in the business of the Grantor, and goods returned to or repossessed by the Grantor and goods in which the Grantor has an interest in mass or a joint or other interest or right of any kind), and all accessions thereto and products thereof (any and all such inventory, accessions and products being hereinafter referred to as the "Inventory");

(c) all of the Grantor's right, title and interest in and to all present and future accounts, contract rights, chattel paper, documents and instruments (any and all such accounts, contract rights, chattel paper, instruments documents and rights and obligations being hereinafter referred to as the "Receivables");

(d) (i) all of the Grantor's right, title and interest in and to all general intangibles, (ii) all rights, interests, choses in action, causes of action, claims and all other intangible property of every kind and nature, in each instance whether now owned or hereafter acquired by the Grantor, including, without limitation, all corporate and other business records, all loans, royalties, and all other forms of obligations receivable whatsoever (other than Receivables); (iii) all trademarks, patents, trade secrets, licenses, copyrights, goodwill, inventions, designs, registrations, permits, franchises and licenses, including without limitation the trademarks registered or applied for as set forth on Schedule A hereto; (iv) all computer programs, software, printouts and correspondence, and advertising materials; (v) all customer and supplier contracts, sale orders, rights under license and franchise agreements, and other contracts and contract rights; (vi) all interests in partnerships and joint ventures, including all moneys due from time to time in respect thereof; (vii) all federal, state and local tax refunds and federal, state and local tax refund claims; (viii) all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to personal property, including all moneys due from time to time in respect thereof; (ix) all payments due or made to the Grantor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; (x) all collection accounts and deposit accounts (general or special) with any bank or other financial institution; (xi) all credits with and other claims against third parties (including carriers and shippers) other than Receivables; (xii) all rights to indemnification; (xiii) all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts; (xiv) all proceeds of insurance of which such Grantor is the beneficiary; (xv) all letters of credit, guaranties, liens, security interests and other security held by or granted to such Grantor; and (xvi) all other intangible property, whether or not similar to the foregoing, in each instance, however and wherever arising (hereinafter collectively referred to as "General Intangibles");

(e) all of the Grantor's money, cash, cash equivalents and investment property;
and

(f) all proceeds and products of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral); in each case, howsoever the Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or

otherwise).

SECTION 3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, (the "Obligations"): the prompt and timely payment by the Grantor, as and when due and payable, of all amounts owing by the Grantor to the Secured Party under the Note and under this Agreement.

SECTION 4. Representations and Warranties. Grantor represents and warrants to the Secured Party as follows:

(a) The Grantor is and will be at all times the owner of the Collateral free and clear of any Lien, except for (i) the security interest created by this Agreement, (ii) purchase money security interests granted by the Grantor with respect to Equipment acquired after the date hereof, (iii) Permitted Encumbrances and (iv) any Lien on the Collateral the existence of which constitutes a breach of the Asset Purchase Agreement.

"Governmental Authority" shall mean any foreign, federal, state or local court, administrative agency or commission, other governmental authority or regulatory body.

"Lease" shall mean the Lease Agreement effective February 1, 2001, as amended, between The Woodlands Land Development Company L.P., as lessor, and SCI, as lessee.

"Lien" shall mean all liens, mortgages, charges, security interests, pledges, deeds of trust, options, rights of first or last refusal or offer, hypothecations and encumbrances of any kind whatsoever.

"Permitted Encumbrances" means (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor; (ii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of business; (iii) zoning, entitlement and other land use and environmental regulations by any Governmental Authority provided that such regulations have not been violated; (iv) title of a lessor under a capital or operating lease; (v) Liens of the landlord under the Lease; and (vi) such other immaterial imperfections in title, charges, easements, restrictions and encumbrances.

"Tax" means any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment (including, without limitation, unemployment insurance assessment), excise, goods and services tax, capital tax, business tax, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, whether federal, state, local or foreign, any governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority.

“Taxing Authority” means a Governmental Authority (domestic or foreign) responsible for the imposition or collection of any Tax.

SECTION 5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless the Secured Party shall otherwise consent in writing:

(a) The Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may request in order (i) to perfect and protect the security interest created hereby, (ii) to enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, or (iii) to effect otherwise the purposes of this Agreement.

(b) The Grantor will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against any Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.

(c) The Grantor will not sell any of the Collateral, except for sales of Inventory in the ordinary course of business.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) The Grantor hereby authorizes the Secured Party to file, without the signature of the Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral which the Secured Party may deem necessary or desirable.

(b) The Grantor hereby irrevocably appoints the Secured Party the Grantor’s attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Secured Party’s discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement.

(c) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior Party or any other rights pertaining to any Collateral.

SECTION 7. Remedies Upon Default. If any Event of Default shall have occurred and be

continuing under the Note:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and may also (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future deliver, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied (after payment of any amounts payable to the Secured Party pursuant to Section 8 hereof) in whole or in part by the Secured Party against, all or any part of the Obligations and cash proceeds remaining after payment in full of all of the Obligations shall be paid over to the Grantor or to such person as may be lawfully entitled to receive such surplus.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the highest rate permitted by applicable law, together with the costs of collection and the reasonable fees and expenses of any attorneys employed by the Secured Party to collect such deficiency.

SECTION 8. Indemnity and Expenses.

(a) The Grantor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting solely and directly from the Secured Party's gross negligence or willful misconduct.

(b) The Grantor will, upon demand, pay to the Secured Party the amount of any and all costs and expenses, including the reasonable fees and disbursements of the Secured Party's counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (ii) the exercise or enforcement of any of the rights of the Secured Party hereunder;

or (iii) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 9. Notices, Etc. Any notices and other communications given pursuant to this Agreement shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by certified or registered mail (postage prepaid and return receipt requested) or by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by facsimile (with request for immediate confirmation of receipt in a manner customary for communications of such type). Notices are to be addressed as follows:

If to the Secured Party to:

c/o The Estée Lauder Companies Inc.
767 Fifth Avenue
New York, New York 10153
Attention: General Counsel
Telecopy No: (212) 572-7941

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Jeffrey J. Weinberg, Esq.
Telecopy No.: (212) 310-8007

If to the Grantor to:

Jane & Company, LLC
764 Westover Road
Stamford, CT 06902
Attention: Lisa Yarnell
Telecopy No.: (203) 359-2796

and

1407 Broadway, Suite 3200
New York, New York 10018
Attention: Harry Adjmi
Telecopy No.: (212) 730-7950

with a copy to:

Wachtel & Masyr, LLP
110 East 59th Street
New York, New York 10022
Attention: Morris Missry, Esq.
Telecopy No.: (212) 371-0320

or to such other respective addresses as any of the parties hereto shall designate to the others by like notice, provided that notice of a change of address shall be effective only upon receipt thereof.

SECTION 10. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantor and the Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is 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.

(b) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under Note shall operate as a waiver thereof; nor shall any single or partial exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein and in the Note are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Party under this Agreement and the Note are not conditional or contingent on any attempt by the Secured Party to exercise any of its rights against any other person. This Agreement does not in any way amend, limit, modify or waive the Secured Party's rights under the Note.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations, (ii) be binding on the Grantors and its successors and assigns and shall inure, together with all rights and remedies of the Secured Party and its successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Party may assign or otherwise transfer its rights under the Note, and its rights under this Agreement, to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Party herein or otherwise. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

(e) Upon the satisfaction in full of the Obligations: (i) this Agreement and the security interest created hereby shall terminate and all rights to the Collateral shall revert to the Grantor, and (ii) the Secured Party will, upon the Grantor's request and at the Grantor's expense, (A) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (B) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(f) This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Delaware applicable to contracts made and to be performed therein without consideration as to choice of law.

(g) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the antecedent person or persons or entity or entities may require. The headings preceding the text of the Sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation", respectively. Consummation of the transactions contemplated herein shall not be deemed a waiver of a breach of or inaccuracy in any representation, warranty or covenant or of any party's rights and remedies with regard thereto. No specific representation, warranty or covenant contained herein shall limit the generality or applicability of a more general representation, warranty or covenant.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

JANE & COMPANY, LLC

By: _____
Name:
Title:

SASSABY COSMETICS, LLC

By: Richard W. Kunes
Name: Richard W. Kunes
Title: Senior Vice President and
Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

JANE & COMPANY, LLC

By: Lisa F. Yarnell
Name: Lisa F. Yarnell
Title: President, CEO

SASSABY COSMETICS, LLC

By: _____
Name:
Title:

Schedule A

Trademarks

See the attached.

TRADEMARKS

Trademark Name	Country	Application Number/ Filing Date	F	I
ATTITUBES	Canada	1,198,229 02-Dec-2003		
BE CLEAR	Australia	783464 15-Jan-1999	7	1
BE CLEAR	Austria	1042662 14-Jan-1999	1	1
BE CLEAR	Benelux	1042662 14-Jan-1999	1	1
BE CLEAR	Denmark	1042662 14-Jan-1999	1	1
BE CLEAR	European Community	1042662 14-Jan-1999	1	1
BE CLEAR	Finland	1042662 14-Jan-1999	1	1
BE CLEAR	France	1042662 14-Jan-1999	1	1
BE CLEAR	Germany	1042662 14-Jan-1999	1	1
BE CLEAR	Germany	399 01 996.0 15-Jan-1999	3	2
BE CLEAR	Greece	1042662 14-Jan-1999	1	1
BE CLEAR	India	839602 02-Feb-1999		
BE CLEAR	India	839603 02-Feb-1999		
BE CLEAR	Ireland	1042662 14-Jan-1999	1	1
BE CLEAR	Italy	1042662 14-Jan-1999	1	1
BE CLEAR	Portugal	1042662 14-Jan-1999	1	1

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Country	Application Number/ Filing Date	Registration Number/ Date
Spain	1042662 14-Jan-1999	1 042 662 19-Apr-2000
Sweden	1042662 14-Jan-1999	1 042 662 19-Apr-2000
United Kingdom	1042662 14-Jan-1999	1 042 662 19-Apr-2000
Italy	99C002979 14-Jun-1999	871061 02-Jul-2002
Australia	809639 07-Oct-1999	809639 07-Oct-1999
Canada	1,031,960 12-Oct-1999	
Italy	97C005297 20-Oct-1999	
Mexico	811033 20-Oct-1999	811033 20-Oct-1999
Australia	811033 20-Oct-1999	811033 20-Oct-1999
Austria	1351253 20-Oct-1999	1 351 253 20-Oct-1999
Benelux	1351253 20-Oct-1999	1 351 253 20-Oct-1999
China	9900157862 27-Dec-1999	1528240 28-Feb-2001
Denmark	1351253 20-Oct-1999	1 351 253 20-Oct-1999
European Community	1351253 20-Oct-1999	1 351 253 20-Oct-1999
Finland	1351253 20-Oct-1999	1 351 253 20-Oct-1999
France	1351253 20-Oct-1999	1 351 253 20-Oct-1999
Germany	1351253 20-Oct-1999	1 351 253 20-Oct-1999
Greece	1351253 20-Oct-1999	1 351 253 20-Oct-1999
Ireland	1351253 20-Oct-1999	1 351 253 20-Oct-1999

Trademark Name	Country	Application Number/ Filing Date	Reg Date
FIZZYLOGY	Italy	1351253 20-Oct-1999	1 35 20-C
FIZZYLOGY	Korea, Republic of	1999-39801 22-Oct-1999	488 26-F
FIZZYLOGY	Mexico	396,594 26-Oct-1999	634 30-N
FIZZYLOGY	Portugal	1351253 20-Oct-1999	1 35 20-C
FIZZYLOGY	Spain	1351253 20-Oct-1999	1 35 20-C
FIZZYLOGY	Sweden	1351253 20-Oct-1999	1 35 20-C
FIZZYLOGY	United Kingdom	1351253 20-Oct-1999	1 35 20-C
FIZZYLOGY W/KATAKANA	Japan	95745/1999 22-Oct-1999	442 22-S
GLOSSERY	Canada	1,059,269 17-May-2000	
GOING STEADY	Canada	1,083,101 16-Nov-2000	
JANE	Australia	700750 18-Jan-1996	700 18-J
JANE	Austria	AM 5133/97 18-Sept-1997	175 27-A
JANE	Benelux	901469 23-Sept-1997	625 23-S
JANE	Brazil	819014958 24-Jan-1996	
JANE	Canada	851259 18-Jul-1997	
JANE	Canada	853728 15-Aug-1997	
JANE	Denmark	2000 00978 03-Mar-2000	2000 14-J
JANE	France	97 695 608 18-Sept-1997	97 6 18-S

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
JANE	Germany	397 44 708.6 18-Sep-1997	
JANE	Hong Kong	9597/97 09-Jul-1997	
JANE	Hong Kong	284/99 12-Jan-1999	122 12-J
JANE	Korea, Republic of	97-30444 03-Jul-1997	453 20-A
JANE	Korea, Republic of	97-30445 03-Jul-1997	453 20-A
JANE	Mexico	300716 08-Jul-1997	620, 31-A
JANE	Mozambique	2947/99 15-Dec-1999	2947 15-D
JANE	Norway	975308 02-Jul-1997	215
JANE	Paraguay	905-2000 19-Jan-2000	2295 20-C
JANE	Singapore	8800/97 15-Jan-1999	T97 15-J
JANE	Singapore	8782/00 25-May-2000	T00 25-M
JANE	Singapore	8783/00 25-May-2000	
JANE	Switzerland	7713/1997 23-Sep-1997	449, 23-F
JANE	United Kingdom	2051127 13-Jan-1996	2051 09-M
JANE & DEVICE (SERIES B/W & COLOUR)	Hong Kong	9014/2001 05-Jun-2001	
JANE & DEVICE (SERIES B/W & COLOUR)	Hong Kong	9015/2001 05-Jun-2001	
JANE & DEVICE (SERIES B/W & COLOUR)	Hong Kong	9678/2001 16-Jun-2001	8842 16-J
JANE & FLOWER DESIGN	Sweden	01-01902 20-Mar-2001	

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
JANE (STYLIZED)	Argentina	2.104.291 22-Sep-1997	1.70 01-D
JANE (STYLIZED)	China	09-Feb-1998	
JANE (STYLIZED)	China	9800015067 24-Feb-1998	1795 28-J
JANE (STYLIZED)	Greece	134550 22-Sep-1997	1345 17-A
JANE (STYLIZED)	Hong Kong	14263/97 07-Oct-1997	1078 07-C
JANE (STYLIZED)	India	771972 20-Oct-1997	
JANE (STYLIZED)	Indonesia	D97-25180 18-Nov-1997	
JANE (STYLIZED)	Italy	97C005516 13-Nov-1997	7850 11-J
JANE (STYLIZED)	Papua New Guinea	63767 02-May-2001	A63 02-M
JANE (STYLIZED)	Russian Federation	97714047 19-Sep-1997	1703 19-S
JANE (STYLIZED)	Sweden	97-08403 22-Sep-1997	
JANE BY SASSABY	Australia	647712 07-Dec-1994	6477 07-D
JANE BY SASSABY	Austria	AM 5134/97 18-Sep-1997	175. 27-A
JANE BY SASSABY	Benelux	901470 23-Sep-1997	6257 23-S
JANE BY SASSABY	Brazil	820261564 19-Sep-1997	
JANE BY SASSABY	Canada	853727 15-Aug-1997	
JANE BY SASSABY	Canada	776461 27-Feb-1995	
JANE BY SASSABY	Colombia	97-042427 25-Jul-1997	2362 23-N

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
JANE BY SASSABY	Denmark	4629/1997 19-Sep-1997	4815 07-N
JANE BY SASSABY	Egypt	108275 09-Jul-1997	09-J
JANE BY SASSABY	Finland	T19903685 01-Apr-1996	2169 29-F
JANE BY SASSABY	France	97 695 609 18-Sep-1997	97 6 18-S
JANE BY SASSABY	Germany	397 44709.4 18-Sep-1997	397 08-F
JANE BY SASSABY	Greece	134551 22-Sep-1997	1345 17-A
JANE BY SASSABY	India	764578 09-Jul-1997	
JANE BY SASSABY	Indonesia	23-Sep-1997	
JANE BY SASSABY	Indonesia	D97-19596 12-Sep-1997	4244 12-S
JANE BY SASSABY	Ireland	174524 26-Oct-1999	
JANE BY SASSABY	Ireland		2182 01-A
JANE BY SASSABY	Israel	113418 06-Jul-1997	1134 05-A
JANE BY SASSABY	Italy	97C005515 13-Nov-1997	7850 13-N
JANE BY SASSABY	Malaysia	97/14085 01-Oct-1997	
JANE BY SASSABY	Mexico	518744 31-Mar-1998	228, 31-M
JANE BY SASSABY	Mozambique	2949/99 15-Dec-1999	2949 15-D
JANE BY SASSABY	Philippines	00126150 20-Oct-1997	
JANE BY SASSABY	Portugal		342.0 10-O

Trademark Name	Country	Application Number/ Filing Date	Regi Date
JANE BY SASSABY	Russian Federation	97714046 19-Sep-1997	1706 19-S
JANE BY SASSABY	Saudi Arabia	41078 04-Oct-1997	
JANE BY SASSABY	Singapore		T97/ 01-O
JANE BY SASSABY	Singapore	878400 25-May-2000	T00/ 25-M
JANE BY SASSABY	South Africa	09709890 02-Jul-1997	97/9 02-Ju
JANE BY SASSABY	Sweden	97-08402 22-Sep-1997	362 9 19-S
JANE BY SASSABY	Thailand	346060 10-Oct-1997	8629 10-O
JANE BY SASSABY	United Kingdom		2106 27-Ju
JANE BY SASSABY	Venezuela	10153-39 30-Jun-1997	
JANE BY SASSABY (STYLIZED)	Argentina	2074739 25-Mar-1997	1.74 03-A
JANE BY SASSABY (STYLIZED)	Australia	715682 22-Aug-1996	7156 22-A
JANE BY SASSABY (STYLIZED)	Costa Rica	08-Oct-1996	1011 27-A
JANE BY SASSABY (STYLIZED)	Hong Kong	11524/1996 13-Sep-1996	
JANE BY SASSABY (STYLIZED)	Japan	43635/1998 27-May-1998	4284 18-Ju
JANE BY SASSABY (STYLIZED)	Korea, Republic of	96-42498 20-Sep-1996	4530 20-A
JANE BY SASSABY (STYLIZED)	Mexico	31-Mar-1995	5187 14-M
JANE BY SASSABY (STYLIZED)	New Zealand	265890 14-Aug-1996	2658 14-A
JANE BY SASSABY (STYLIZED)	Norway	96.5565 17-Sep-1996	182.9 19-Ju
JANE BY SASSABY (STYLIZED)	Panama	091061	91061

Trademark Name	Country	Application Number/ Filing Date	Regi Date
		18-Nov-1997	18-N
JANE BY SASSABY (STYLIZED)	Peru		3219 27-D
JANE BY SASSABY (STYLIZED)	Singapore	T99/00394Z 15-Jan-1999	
JANE BY SASSABY (STYLIZED)	South Africa	96/11662 20-Aug-1996	96/1 20-A
JANE BY SASSABY (STYLIZED)	Switzerland	18-Sep-1996	4391 23-A
JANE BY SASSABY (STYLIZED)	Taiwan	85048431 24-Sep-1996	8341 16-J
JANE W/KATAKANA	Japan	23325/92 05-Mar-1992	2689 29-J
JANE W/KATAKANA	Japan	100475/2000 13-Sep-2000	4551 15-M
JANE W/KATAKANA	Japan	76385/2003 14-Sep-2003	
LADY JANE	France	1,575,677 15-Feb-1990	1,575 15-F
LIGHT ENERGY	Australia	811031 20-Oct-1999	8110 20-O
LIGHT ENERGY	Austria	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	Benelux	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	China	99/157864 27-Dec-1999	1528 28-F
LIGHT ENERGY	Denmark	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	European Community	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	Finland	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	France	1351220 20-Oct-1999	1 351 20-O
LIGHT ENERGY	Germany	1351220	1 351

Trademark Name	Country	Application Number/ Filing Date	Regi Date
		20-Oct-1999	20-C
LIGHT ENERGY	Greece	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	Ireland	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	Italy	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	Korea, Republic of	1999-39800 22-Oct-1999	4808 22-C
LIGHT ENERGY	Mexico	396,920 28-Oct-1999	634, 25-N
LIGHT ENERGY	Portugal	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	Spain	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	Sweden	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY	United Kingdom	1351220 20-Oct-1999	1 35 20-C
LIGHT ENERGY W/KATAKANA	Japan	95746/1999 22-Oct-1999	4420 22-S
LIP JANE	Korea, Republic of	1989-0015033 13-Jun-1989	2021 05-O
MEGABITES	Canada	1,083,107 16-Nov-2000	
MUDVILLE	Australia	811032 20-Oct-1999	8110 20-O
MUDVILLE	China	99/157863 27-Dec-1999	1528 28-F
MUDVILLE	India		
MUDVILLE	Korea, Republic of	1999-39799 22-Oct-1999	4808 08-N
MUDVILLE	Mexico	396,919 28-Oct-1999	634- 25-N
MUDVILLE W/KATAKANA	Japan	95747/1999 22-Oct-1999	4420 22-Se
SAMBAR	Japan	103687/1993	

Trademark Name	Country	Application Number/ Filing Date	Regi Date
SASSABY	Argentina	13-Oct-1993	1529
SASSABY	Australia	1.904.603	30-J
SASSABY	Australia		A59
SASSABY	Australia	08-Feb-1993	08-F
SASSABY	Austria		A59
SASSABY	Austria		08-F
SASSABY	Benelux	793306	147.
SASSABY	Benelux	17-Feb-1993	04-M
SASSABY	Brazil		5258
SASSABY	Brazil	10-Nov-1994	17-F
SASSABY	Canada	680,938	8180
SASSABY	Canada	21-Apr-1991	03-D
SASSABY	Colombia	379182	430,
SASSABY	Colombia	19-Mar-1993	08-J
SASSABY	Costa Rica		
SASSABY	Costa Rica		85,3
SASSABY	Denmark		05-J
SASSABY	Dominican Republic		0847
SASSABY	Dominican Republic		10-D
SASSABY	Ecuador		57,0
SASSABY	Ecuador	25-Jul-1994	15-J
SASSABY	European Community	793306	1639
SASSABY	European Community	17-Feb-1993	25-J
SASSABY	Finland		5258
SASSABY	Finland		17-F
SASSABY	France		1303
SASSABY	France	20-Sep-1991	20-Ja
SASSABY	Germany		1694
SASSABY	Germany	20-Jul-1991	20-S
SASSABY	Greece	114,068	2,055
SASSABY	Greece	07-May-1993	03-F
SASSABY	Guatemala		9249
SASSABY	Guatemala		19-F
SASSABY			7445
SASSABY			03-A

Trademark Name	Country	Application Number/ Filing Date	Regi Date
SASSABY	Hong Kong	92/9975 08-Apr-1992	0607 08-A
SASSABY	Hong Kong	92/9974 08-Apr-1992	0008 08-A
SASSABY	Ireland	19-Feb-1993	1545 19-F
SASSABY	Korea, Republic of		2884 12-A
SASSABY	Korea, Republic of		2867 15-M
SASSABY	Korea, Republic of	1998-12074 08-May-1998	4450 25-M
SASSABY	Malaysia	92/02378 16-Apr-1992	92/0 16-A
SASSABY	Malaysia	92/02377 16-Apr-1992	92/0 16-A
SASSABY	Norway		162. 19-M
SASSABY	Panama		6621 17-J
SASSABY	Peru		4471 30-D
SASSABY	Peru		1865 14-C
SASSABY	Peru		4454 29-D
SASSABY	Portugal		290. 23-M
SASSABY	South Africa		93/1. 23-F
SASSABY	Sweden		2601 12-A
SASSABY	Taiwan		5904 15-M
SASSABY	United Kingdom		1463 03-M

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
SASSABY	United Kingdom		146 03-1
SASSABY	Venezuela	10153-93 04-Jun-1993	P18 09-1
SASSABY (STYLIZED)	Australia	08-Feb-1993	A55 08-1
SASSABY (STYLIZED)	Australia	08-Feb-1993	A55 08-1
SASSABY (STYLIZED)	Canada	29-Apr-1991	430 08-1
SASSABY (STYLIZED)	France	20-Sep-1991	169 20-1
SASSABY (STYLIZED)	Germany	20-Jul-1991	2,03 16-1
SASSABY (STYLIZED)	Hong Kong	92/9973 08-Apr-1992	060 08-1
SASSABY (STYLIZED)	Hong Kong	92/9972 08-Apr-1992	000 08-1
SASSABY (STYLIZED)	Japan	56104/1993 07-Jun-1993	
SASSABY (STYLIZED)	Japan	56103/1993 07-Jun-1993	
SASSABY (STYLIZED)	Malaysia	93/03324 13-May-1993	
SASSABY (STYLIZED)	Malaysia	13-May-1993	93/0 13-1
SASSABY (STYLIZED)	Mexico	162186 04-Mar-1994	
SASSABY (STYLIZED)	Mexico	04-Apr-1993	442 20-1
SASSABY (STYLIZED)	Norway		161 19-1
SASSABY (STYLIZED)	Singapore	05-Feb-1993	142 05-1
SASSABY (STYLIZED)	Singapore		142

Trademark Name	Country	Application Number/ Filing Date	Regi Date
SASSABY (STYLIZED)	Spain	21-Apr-1993	1,575 21-A
SASSABY (STYLIZED)	Spain	1,757,121.9 21-Apr-1993	1,757 21-A
SASSABY (STYLIZED)	Sweden	7713/1997 23-Sep-1997	
SASSABY (STYLIZED)	Taiwan		6488 15-M
SASSABY (STYLIZED)	Thailand	354662 20-Feb-1998	9065 20-F
SASSABY (STYLIZED)	United Kingdom		1463 03-M
SASSABY (STYLIZED)	United Kingdom		1463 03-M
SEEDS & WEEDS	Australia	814186 17-Nov-1999	8141 17-N
SEEDS & WEEDS	Austria	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Benelux	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	China	2000/3159 07-Jan-2000	1556 21-A
SEEDS & WEEDS	Denmark	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	European Community	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Finland	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	France	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Germany	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Greece	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	India	887406 19-Nov-1999	

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
SEEDS & WEEDS	Ireland	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Italy	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Mexico	400,453 24-Nov-1999	638, 25-J
SEEDS & WEEDS	Portugal	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Spain	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Sweden	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	United Kingdom	1386333 16-Nov-1999	1386 16-N
SEEDS & WEEDS	Japan	105678/1999 19-Nov-1999	4434 17-N
SHOULETTE	Canada	1,083,099 26-Nov-2000	
STAY CALM	Canada	1,083,100 16-Nov-2000	
TRIANGULAR BY DESIGN	Malaysia		92/0 16-A
TRIANGULAR DESIGN	Australia	08-Feb-1993	A59 08-F
TRIANGULAR DESIGN	Australia	08-Feb-1993	A59 08-F
TRIANGULAR DESIGN	Canada	29-April-1991	428. 17-J
TRIANGULAR DESIGN	Chile		429. 10-A
TRIANGULAR DESIGN	France	20-Sep-1991	1694 20-S
TRIANGULAR DESIGN	Germany	20-Jul-1991	2,019 20-J
TRIANGULAR DESIGN	Hong Kong	9970/92 08-Apr-1992	0198 08-A

Trademark Name	Country	Application Number/Filing Date	Regi Date
TRIANGULAR DESIGN	Hong Kong	92/9971 08-Apr-1992	0198 08-A
TRIANGULAR DESIGN	Japan		3063 31-Ju
TRIANGULAR DESIGN	Malaysia	16-Apr-1992	92/02 16-A
TRIANGULAR DESIGN	Norway		161.9 24-M
TRIANGULAR DESIGN	Sweden		2542 30-D
TRIANGULAR DESIGN	Taiwan		5904 16-M
TRIANGULAR DESIGN	United Kingdom		1463 03-M
TRIANGULAR DESIGN	United Kingdom		1463 03-M
TURNCOAT	Canada	1,198,228 02-Dec-2003	
TWIST & SHOUT	Australia	769970 11-Aug-1998	7699 11-A
TWIST & SHOUT	Austria	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	Benelux	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	Denmark	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	European Community	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	Finland	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	France	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	Germany	901439 10-Aug-1998	9014 24-F
TWIST & SHOUT	Germany	398 48 484.8 25-Aug-1998	398 4 19-F

Trademark Name	Country	Application Number/ Filing Date	Regi Date
TWIST & SHOUT	Greece	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	India	815915 24-Aug-1998	8159 24-A
TWIST & SHOUT	Ireland	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	Italy	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	Italy	75/486015 15-May-1998	8445 24-A
TWIST & SHOUT	Portugal	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	Spain	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	Sweden	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	United Kingdom	901439 10-Aug-1998	901 4 24-F
TWIST & SHOUT	United Kingdom	2,175,329 20-Aug-1998	2175 20-A
BARELY LIPS	United States of America	74-586,126 17-Oct-1994	1,973 07-M
BROW BEATERS	United States of America	75-076,761 22-Mar-1996	2124 23-D
CLOUDBURST	United States of America	75/814536 04-Oct-1999	
CLUELESS	United States of America	74-711,995 07-Aug-1995	2,037 11-F
DOUBLE TALK	United States of America	427,963 27-May-1983	1,282 19-Ju
EYE LIGHTS	United States of America	75-152,649 19-Aug-1996	2,151 14-A
EYEZING	United States of America	78/204436 17-Jan-2003	
FLASHES	United States of America	74-489,004 14-Feb-1994	1,920 19-Se

Trademark Name	Country	Application Number/ Filing Date	Regi Date
GLIDING LINERS	United States of America	74-490,149 15-Feb-1994	1,922 10-O
GLIMMERATZI	United States of America	76/350,168 18-Dec-2001	
GLOSSERY	United States of America	78274527 15-Jul-2003	
GLOWGODDESS	United States of America	76/342723 28-Nov-2001	
HI-FIBER MASCARA	United States of America	78324799 07-Nov-2003	
HIP LIPS	United States of America	75-250,536 03-Mar-1997	2,158 19-M
HOT TIPS	United States of America	75-253,321 07-Mar-1997	2,217 12-Ja
ICED SHADOW	United States of America	78208544 29-Jan-2003	2788 02-D
ICED SHADOW	United States of America	78212053 07-Feb-2003	2789 02-D
IN A SWOOSH	United States of America	75/683374 15-Apr-1999	2,618 10-Sa
JANE	United States of America		U.S. 98-00 29-Se
JANE	United States of America	74-477,946 10-Jan-1994	1,997 27-A
JANE (STYLIZED)	United States of America	74-477,947 10-Jan-1994	1,962 12-M
JANE AND FLOWER DESIGN	United States of America	76/133142 21-Sep-2000	
JANE BLUSHING CHEEKS	United States of America	74-489,749 14-Feb-1994	1,922 26-Se
JANE BY SASSABY	United States of America	75-346,227 25-Aug-1997	2193 06-O
JANE BY SASSABY	United States of America		U.S. 98-00 29-Se

Trademark Name	Country	Application Number/ Filing Date	Reg. Date
JANE OIL FREE FOUNDATION	United States of America	74-489,002 14-Feb-1994	1,922 26-S
JANE'S BRAIN	United States of America	74-660,444 13-Apr-1995	2,282 26-C
LICKETY STIX	United States of America	74-615,241 27-Dec-1994	2,042 11-M
LIP HUGGERS	United States of America	74-489,996 14-Feb-1994	1,932 31-C
LIP KICK	United States of America	75/682131 13-Apr-1999	2,572 11-J
LIP SASS	United States of America	76/364260 29-Jan-2002	
LUCKY STAR	United States of America	78/177161 22-Oct-2002	
MANIC CURE	United States of America	75-280,233 24-Apr-1997	2,272 24-A
MEGA BITES	United States of America	75/497098 03-Jun-1998	2,542 19-F
MEGABITES	United States of America	76/129448 15-Sep-2000	2,502 23-C
MOON STRUCK	United States of America	75-077-644 25-Mar-1996	2,182 18-A
MUDVILLE	United States of America	75/8026229 17-Sep-1999	
NO SHOW	United States of America	74-489,003 14-Feb-1994	1,922 19-S
ONE LINERS	United States of America	74-615,459 27-Dec-1994	2,112 25-N
OUTER LIMITS	United States of America	75-152,329 19-Aug-1996	2,302 21-D
RADIATION	United States of America	75/618031 09-Jan-1999	2,452 15-M
SASSABY	United States of America	74-266,303 16-Apr-1992	1,862 25-O
SASSABY	United States of America	74-224,087 22-Nov-1991	1,822 22-F

Trademark Name	Country	Application Number/ Filing Date	Regi Date
SASSABY	United States of America	74-273,918 11-May-1992	1,748 26-Ja
SASSABY	United States of America	74-168,214 20-May-1991	1,699 16-Ju
SASSABY	United States of America	74-107,194 19-Oct-1990	1,703 14-Ju
SASSABY	United States of America		U.S. 98-0 29-S
SHINE LANGUAGE	United States of America	76/184952 22-Dec-2000	
SPLASHES	United States of America	74-489,024 14-Feb-1994	1,920 19-S
STAY CALM	United States of America	78342347 17-Dec-2003	
SWEET CHEEKS	United States of America	73/365964 24-May-1982	1,291 28-A
TRIANGULAR DESIGN	United States of America	74-398,503 07-Jun-1993	1,881 28-F
TURN COAT	United States of America	78/322340 03-Nov-2003	
WEATHER WEAR	United States of America	76/306295 29-Aug-2001	2,567 07-M