

02-17-2004



102669509

To the Honorable Commissioner c.

and original documents or copy thereof.

1. Name of conveying party(ies):
NADEON, LLC

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

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

3. Nature of conveyance:

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

Execution Date: 02/09/2004

2. Name and address of receiving party(ies)
Name: Transamerica Business Capital Corporation

Internal c/o General Finance
Address: Commercial Finance

Street Address: 335 Madison Avenue, 11th Floor

City: New York State: NY Zip: 10017

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See attached Schedule A.

B. Trademark Registration No.(s)

See attached Schedule B.

Additional number(s) attached Yes No

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

Name: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
Internal 1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 8

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle Speller-Thurman
Name of Person Signing

Michelle Speller-Thurman
Signature

02/11/2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

02/18/2004 LINDLEK 0000057 76347791

01 FC:8521
02 FC:8522

40.00 BP
175.00

Schedule A
to NADEON, LLC Trademark Recordation Form (PTO-1594)

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application</u>
All Men's Club	Not Yet Available
Duplicates	Not Yet Available
Folio	76/547,791
Imagio	76/547,784
Imagio & Design	76/547754
Jamie Brazzo	76/547,798
Jamie Brazzo & Design	76/547,785
Salon Duplicates	Not Yet Available
Unmade	Not Yet Available

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application</u>
Imagio	Not Yet Available
Imagio & Design	Not Yet Available
Jamie Brazzo	Not Yet Available
Jamie Brazzo & Design	Not Yet Available

Schedule B
to NADEON, LLC Trademark Recordation Form (PTO-1594)

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
Mane Street	1119480
Nadeon	2600218
Mane Street	1735933

TRADEMARK SECURITY AGREEMENT

WHEREAS, NADEON, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Tiro Industries, LLC, parent of NADEON ("Borrower"), has entered into a Loan and Security Agreement dated as of December 12, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Transamerica Business Capital Corporation, a Delaware corporation (the "Lender"), providing for extensions of credit and other financial accommodations to be made to Borrower by the Lender; and

WHEREAS, pursuant to the terms of an Amended and Restated Intellectual Property Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower, Grantor and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in


Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 9th day of February, 2004.

NADEON, LLC, a
Delaware limited liability company

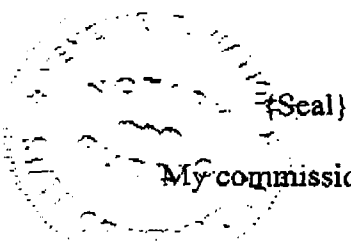
By: 
Its: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF N.Y.)
) ss.
COUNTY OF N.Y.)

On the 9TH day of FEB, 2004, before me personally appeared JEFFREY MUTI, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is VICE PRESIDENT of NADEON, LLC, a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Veveine P. Nation
Notary Public



My commission expires:

VEVEINE P. NATION
NOTARY PUBLIC, State of New York
No. 03-4818491 Qual. in Bronx Co.
Cert. Filed in New York County
Commission Expires March 30, 2006

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Mane Street	1119480	
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Jamie Brazzo & Design	Not Yet Available

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.