

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pracso, LLC		08/27/2004	Limited Liability Company: OHIO

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services, Inc.
Street Address:	222 N. La Salle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	2857404	PRASCO LABORATORIES
Serial Number:	76570921	SOLIA
Serial Number:	76565756	UNLIMIT
Serial Number:	76565757	
Serial Number:	76570942	CESIA
Serial Number:	76570955	ESSIAN
Serial Number:	76536199	OSCION 10
Serial Number:	76533878	PRASCION
Serial Number:	76584787	PRASCO
Serial Number:	76567866	MEVIA

CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6100

CH \$265.00 2857404

Email: boxip@hhlaw.com
Correspondent Name: Timothy J. Lyden
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

19226.09

NAME OF SUBMITTER:

Timothy J. Lyden

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of August 2004, between Prasco, LLC, an Ohio limited liability company ("Grantor"), and Merrill Lynch Business Financial Services, Inc., a Delaware corporation, through its division Merrill Lynch Capital ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement, dated as of August 27, 2004 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), making available to Grantor by Grantee a revolving loan facility in the amount of \$10,000,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 27, 2004 ("Security Agreement"), between Grantor and Grantee, the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, including state trademarks, trade names and all elements of package or trade dress of goods owned and/or distributed by Grantor, together with the goodwill of the business symbolized by each of the foregoing, and all products and proceeds thereof ("Trademarks"), to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Documents. This Agreement has been executed and delivered in conjunction with the Credit Agreement and the other Financing Documents and the parties hereto agree that this Agreement is a Security Document under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, the Security Documents and under applicable law. In the event that any provisions of this Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern. All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof and all of the goodwill of the business connected with the use of and symbolized by each Trademark; and

(ii) 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 of the foregoing or (b) injury to the goodwill associated with any of the foregoing.

3. Warranties and Representations. Grantor warrants and represents to Grantee that on the date hereof:

(i) Grantor has good title to (or valid interests in) all its Trademarks, except for minor defects in title that do not (i) affect the value or access to such Trademarks or (ii) interfere with (A) its ability to conduct its business as currently conducted, (B) its ability to utilize such Trademarks for their intended purposes, or (C) its right and power to transfer such Trademarks, subject to no Lien, other than Permitted Liens. Grantor has not agreed or consented to cause any of its Trademarks whether owned now or hereafter acquired to be subject in the future (upon the happening of a contingency or otherwise) to any Lien, mortgage, pledge, encumbrance or charge of any kind other than Permitted Liens.

(ii) Except as disclosed in the Information Certificate, there are no actions, suits, proceedings or investigations pending or threatened against Grantor before any court or arbitrator or before or by any Governmental Authority with respect to any Trademark.

(iii) Grantor has full corporate, limited liability company or limited liability partnership (as the case may be) power and authority to enter into, execute, and deliver this Agreement and to perform its obligations under this Agreement.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full, Grantor shall not, without the prior written consent of Grantee, sell or assign their interest in, or grant any license under, any Trademark Collateral or enter into any other agreement with respect to any Trademark Collateral, other than as permitted under the Credit Agreement or in the ordinary course of Grantor's business and operations, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's substantial compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in their reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Notes have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, (ii) obtain rights to any new Trademarks, or (iii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks; provided, that Grantee, promptly after such amendment, provides Grantor with a copy of such amended Schedule 1.

7. Duties of Grantor. Grantor shall (except to the extent such filing, prosecution or enforcement of the Trademarks or copyright or trademark applications, as the case may be, is being performed by Grantee pursuant to Section 8 or 9 below), use commercially reasonable efforts to (i) file and prosecute diligently any trademark applications related thereto pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in their own names to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful and reasonable acts and execute any and all proper documents required by Grantee in aid of such enforcement.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby further acknowledges and agrees that the use by Grantee of all Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

10. Miscellaneous.

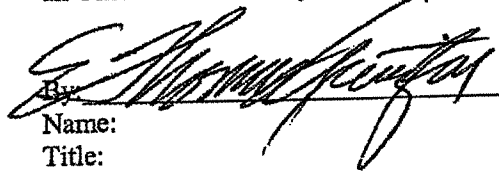
(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

(ii) If any term, covenant or condition of this Agreement, or the application of such term, covenant or condition to any party or circumstance shall be found by a court of competent jurisdiction to be, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

[Intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Grantor and Grantee have each duly executed this Agreement as of the date first written above.

PRASCO, LLC
an Ohio limited liability company

By: 
Name:
Title:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES, INC., a Delaware corporation,
through its division Merrill Lynch Capital

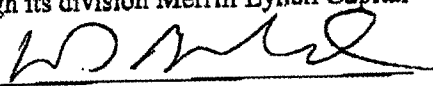
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MERRILL LYNCH BUSINESS FINANCIAL
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through its division Merrill Lynch Capital


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Name:
Title:

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
PRASCO LABORATORIES	2,857,404	Registered 6/29/2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
SOLIA (Stylized)	76,570,921	Intent-to-Use application filed 01/15/2004.
SOLIA		
UNLIMIT	76,565,756	Intent-to-Use application filed 12/17/2003.
	76/565,757	Intent-to-Use application filed 12/17/2003.
CESIA (Stylized)	76/570,942	Intent-to-Use application filed 01/15/2004.
CESIA		
ESSIAN (Stylized)	76/570,955	Intent-to-Use application filed 01/15/2004.
ESSIAN		
MEVIA	76/567,866	Intent-to-Use application filed 12/31/2003.
OSCION 10	76/536,199	Intent-to-Use application filed 08/12/2003
PRASCION	76/533,878	Intent-to-Use application filed 08/01/2003
PRASCO (Stylized)	76/584,787	Intent-to-Use application filed 04/05/2004.
PRASCO		