



Tab settings

To the Honorable Commissioner of Patents

102725123

Send original documents or copy thereof.

1. Name of conveying party(ies):

Aaron Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: March 31, 2004

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois banking
- 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 patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached?  Yes  No

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

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
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:

7. Total fee (37 CFR 3.41): \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

04/20/2004 6TON11 00000006 2815314

01 FC: 6521  
02 FC: 6522

40.00 OP  
125.00 OP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

*Andrea Serdiuk*  
Signature

April 15, 2004

Date

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

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

4-19-04

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark: Pharmacist's Preference  
Registration No.: 2815314  
Registration Date: 2/17/2004

Trademark: Heavenly Dreams  
Registration No.: 2613370  
Registration Date: 8/27/2002

Trademark: Styling Performance  
Registration No.: 2608083  
Registration Date: 8/13/2002

Trademark: Precious Memories  
Registration No.: 2608082  
Registration Date: 8/13/2002

Trademark: ISO-BLU  
Registration No.: 2044940  
Registration Date: 3/11/1997

Trademark: Aaron Brands Laboratory  
Tested Quality Guaranteed  
Registration No.: 1762389  
Registration Date: 4/6/1993

## TRADEMARK COLLATERAL AGREEMENT

This 31st day of March 2004, Aaron Industries, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1784 Highway 72 West, Clinton, South Carolina 29325, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("*HTSB*"), acting as administrative agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor and the Agent has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AARON INDUSTRIES, INC.

By James L. McFarland  
Name JAMES L. MCFARLAND  
Title PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor and the Agent has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AARON INDUSTRIES, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

HARRIS TRUST AND SAVINGS BANK, as Agent

By Betzaida Erdelyi  
Name \_\_\_\_\_  
Title BETZAIDA ERDELYI  
VICE PRESIDENT

STATE OF NORTH CAROLINA )  
 ) SS  
COUNTY OF MECKLENBURG )

I, Susan N Reese a Notary Public in and for said County, in the State aforesaid, do hereby certify that James L. Medford, President of Aaron Industries, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such James L. Medford appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31<sup>st</sup> day of March, 2004.

(NOTARIAL SEAL)

Susan N Reese  
Notary Public

My Commission Expires:

My Commission Expires 8/6/2007.

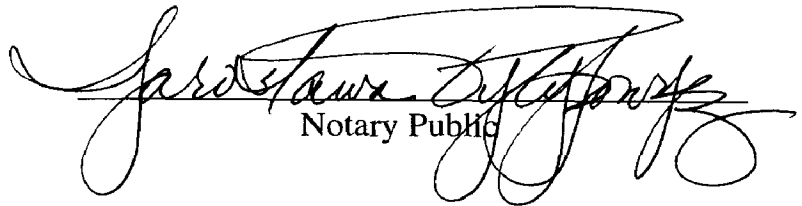
Susan N. Reese  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JAROSLAWA PYLYPOWYCZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BET ZAIDA ERDELYI, VICE PRESIDENT of Harris Trust and Savings Bank an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

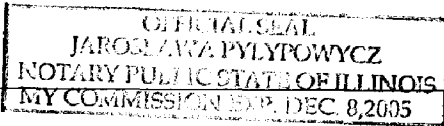
Given under my hand and notarial seal, this 3/4 day of March, 2004.

(NOTARIAL SEAL)

  
Notary Public

JAROSLAWA PYLYPOWYCZ  
(Type or Print Name)

My Commission Expires:



**SCHEDULE A-2**  
**TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None