

4/30/04

RECC

05-05-2004



102737727

T

To the Honorable Commissioner of Patents and Trademarks: please refer to \_\_\_\_\_ copy thereof.

1. Name of conveying party(ies):  
**Fermodyl Professionals, Inc.**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation – state New York  
 Other \_\_\_\_\_

Additional names and addresses attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: October 20, 2003

2. Name and address of receiving party(ies):  
**Société Générale, S.A.  
Génova 26  
28004 Madrid SPAIN**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation – state \_\_\_\_\_  
 Other Spanish corporation

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 names and addresses attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
MAY 10 10 46 AM '04

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

A. Trademark Application No. (s)

Additional number(s) attached:  Yes  No

B. Trademark Registration No. (s) **843802** for the mark **FERMODYL**

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

Carol Mirando, Esq.  
V.P., Sr. Corporate Counsel and Secretary  
Colomer U.S.A., Inc.  
P.O. Box 37557  
Jacksonville, FL 32236

6. Total Number of applications and registrations involved:..... **One (1)**

7. Total fee (37 CFR 3.41) .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-2269

(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.*

Carol Mirando, Esq.

Name of Person Signing

Signature

4/28/2004

Date

Total number of pages including cover sheet, attachments, and documents. **Eight (8)**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

05/04/2004 ECDOPER 00000197 502269 843802

01 FC:8521 40.00 DA

To

**Senior Credit Agreement between**

**THE COLOMER GROUP PARTICIPATIONS, S.L.,  
THE COLOMER GROUP SPAIN, S.L.,  
COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.,  
COLOMER U.S.A., INC.**

**as Borrowers and Original Guarantors and CERTAIN OF TCGP'S SUBSIDIARIES  
as Original Guarantors**

(the "Companies")

And

**SOCIÉTÉ GÉNÉRALE, S.A. as Agent, among others**

(the "Agent")

WHEREAS, the parties have entered into a Senior Credit Agreement dated as of June 12, 2002 (the "Credit Agreement"), comprehensive of Term Loan Facilities, a Corporate Facility, a Revolving Facility and an Ancillary Facility. (Capitalized terms used herein without definition shall have the meanings given to such terms in the Credit Agreement).

WHEREAS, pursuant to Clause 24.10 and 24.14 of the Credit Agreement all the obligors agreed to create a security interest over the Material Trademarks listed in Schedule 12 of the Credit Agreement.

WHEREAS, pursuant to Clause 24.14.4 of the Credit Agreement, the Companies have updated the list of Trademarks which constitute the Material Trademarks and, accordingly, the parties have agreed to amend and update the trademarks listed in Schedule 12 of the Credit Agreement.

WHEREAS, such amendment is made in compliance with all the terms and provisions of Section 42 of the Credit Agreement.

WHEREAS, all the terms mentioned herein shall have the meaning specified in the Credit Agreement.

Accordingly, the parties agree to:

- Substitute Schedule 12 of the Credit Agreement with the revised Schedule 12 attached hereto.

Except as otherwise provided herein, all terms and conditions of the Credit Agreement remain unchanged and in full force and effect.

[SIGNATURES TO FOLLOW]

TRADEMARK

REEL: 002962 FRAME: 0392

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written,

THE COLOMER GROUP PARTICIPATIONS, S.L. (acting on behalf of each of the Obligors)

By: 

Name: Carlos Colomer Casellas

By: 

Name: CVC Directorship 2, S.L.

Represented by Javier de Jaime y Guijarro

SOCIÉTÉ GÉNÉRALE, S.A.

By: 

Name: IÑAKI BUSTO

By: 

Name: IÑAKI BUSTO

**SCHEDULE 12**

**MAJOR MARKS/MAJOR MARKETS**

| <b>TRADEMARK</b>              | <b>REG. NO.</b> | <b>COUNTRY</b> | <b>OWNER</b>                 |
|-------------------------------|-----------------|----------------|------------------------------|
| C CREATIVE NAIL DESIGN        | 2220935         | USA            | Creative Nail Design, Inc.   |
| RETENTION +                   | 2232067         | USA            | Creative Nail Design, Inc.   |
| SOLARNAIL                     | 2208756         | USA            | Creative Nail Design, Inc.   |
| SPAMANICURE                   | 2291399         | USA            | Creative Nail Design, Inc.   |
| SPAPEDICURE                   | 2134214         | USA            | Creative Nail Design, Inc.   |
| FORMATION                     | 2004438         | USA            | Creative Nail Design, Inc.   |
| RADICAL SOLARNAIL             | 2208857         | USA            | Creative Nail Design, Inc.   |
| SOLAROIL (Stylized)           | 1682575         | USA            | Creative Nail Design, Inc.   |
| SENSOR PERM                   | 1369632         | FRANCE         | Roux Laboratories, Inc.      |
| SENSOR SHAMPOO                | 1636529         | FRANCE         | Roux Laboratories, Inc.      |
| SENSOR SUPREME                | 1695527         | FRANCE         | Roux Laboratories, Inc.      |
| FABU-LAXER (Stylized)         | 1304540         | USA            | Roux Laboratories, Inc.      |
| LOTTABODY                     | 954728          | USA            | Roux Laboratories, Inc.      |
| POROSITY CONTROL (Stylized)   | 1632090         | USA            | Roux Laboratories, Inc.      |
| GREAT FEELING                 | 1507710         | USA            | Roux Laboratories, Inc.      |
| ABBA PURE & NATURAL HAIR CARE | 2319398         | USA            | Roux Laboratories, Inc.      |
| GINSENG MIRACLE               | 1986047         | USA            | A.P. Products, Ltd.          |
| AMERICAN CREW                 | 2215539         | USA            | American Crew, Inc.          |
| MOP                           | 2339212         | USA            | American Crew, Inc.          |
| FERMODYL                      | 843802          | USA            | Fermodyl Professionals, Inc. |

Dated October 20, 2003

To

**Trademark Security Agreement between**

**COLOMER U.S.A., INC., ROUX LABORATORIES, INC., A.P. PRODUCTS LTD.,  
AMERICAN CREW, INC., CREATIVE NAIL DESIGN, INC. AND FERMODYL  
PROFESSIONALS, INC.**

(the "Companies")

And

**SOCIÉTÉ GÉNÉRALE, S.A.**

(the "Agent").

WHEREAS, the Companies and the Agent have entered into a Trademark Security Agreement dated as of June 12, 2002 (the "Trademark Security Agreement"), which has been provided as guarantee of the secured obligations pursuant to Clause 26 of the Senior Credit Agreement (the "Credit Agreement") which was entered into by some of The Colomer Group Companies as Borrowers and Guarantors and the Agent.

WHEREAS, pursuant to Section 4 and 6 of the Trademark Security Agreement each of the Companies granted a continuing security interest as described thereto in and to the trademarks listed in Schedule A of the Trademark Security Agreement.

WHEREAS, the Companies and the Agent have agreed to amend and update the trademarks listed in Schedule A of the Trademark Security Agreement, as a consequence of the amendment of Schedule 12 of the Credit Agreement by virtue of clause 24.14.4 of the mentioned agreement.

WHEREAS, such amendment is made in compliance with all the terms and provisions of Section 42 of the Credit Agreement.

WHEREAS, all the terms mentioned herein shall have the meaning specified in the Trademark Security Agreement.

Accordingly, the parties agree to:

- Substitute Schedule A of the Trademark Security Agreement with the revised Schedule A attached hereto.


Except as otherwise provided herein, all terms and conditions of the Trademark Security Agreement remain unchanged and in full force and effect.

[SIGNATURES TO FOLLOW]

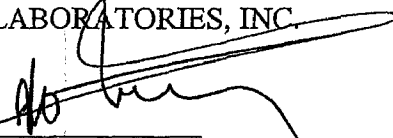
IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written,

The Companies:

COLOMER U.S.A., INC.

By:   
Name: Carlos Colomer Casellas  
Title: Chairman

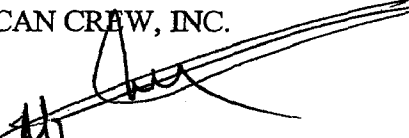
ROUX LABORATORIES, INC.

By:   
Name: Carlos Colomer Casellas  
Title: Chairman

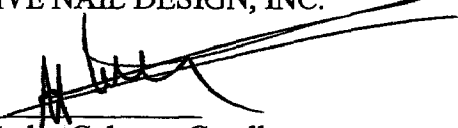
A.P. PRODUCTS LTD.

By:   
Name: Carlos Colomer Casellas  
Title: President

AMERICAN CREW, INC.

By:   
Name: Carlos Colomer Casellas  
Title: Chairman

CREATIVE NAIL DESIGN, INC.

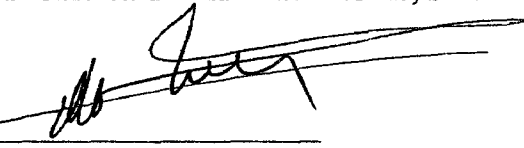
By:   
Name: Carlos Colomer Casellas  
Title: Chairman


FERMODYL PROFESSIONALS, INC.

By:   
Name: Carlos Colomer Casellas  
Title: President


Accepted and Agreed:

THE COLOMER GROUP PARTICIPATIONS, S.L.

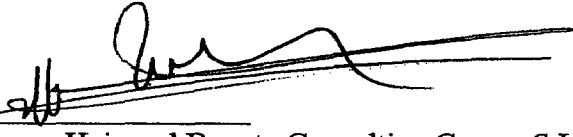
By:   
Name: Carlos Colomer Casellas

By:   
Name: CVC Directorship 2, S.L.  
Represented by Javier de Jaime y Guijarro


THE COLOMER GROUP SPAIN, S.L.

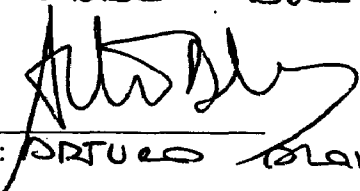
By:   
Name: Bonanova Hair and Beauty Consulting Group, S.L.  
Represented by Carlos Colomer Casellas

COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By:   
Name: Bonanova Hair and Beauty Consulting Group, S.L.  
Represented by Carlos Colomer Casellas

SOCIÉTÉ GÉNÉRALE, S.A.

By:   
Name: IGNACIO BUSCO

By:   
Name: ARTURO BLASCO

## Trademarks

| TRADEMARK                     | REG. NO. | COUNTRY | OWNER                        |
|-------------------------------|----------|---------|------------------------------|
| C CREATIVE NAIL DESIGN        | 2220935  | USA     | Creative Nail Design, Inc.   |
| RETENTION +                   | 2232067  | USA     | Creative Nail Design, Inc.   |
| SOLARNAIL                     | 2208756  | USA     | Creative Nail Design, Inc.   |
| SPAMANICURE                   | 2291399  | USA     | Creative Nail Design, Inc.   |
| SPAPEDICURE                   | 2134214  | USA     | Creative Nail Design, Inc.   |
| FORMATION                     | 2004438  | USA     | Creative Nail Design, Inc.   |
| RADICAL SOLARNAIL             | 2208857  | USA     | Creative Nail Design, Inc.   |
| SOLAROIL                      | 1682575  | USA     | Creative Nail Design, Inc.   |
| FABU-LAXER                    | 1304540  | USA     | Roux Laboratories, Inc.      |
| LOTTABODY                     | 954728   | USA     | Roux Laboratories, Inc.      |
| POROSITY CONTROL              | 1632090  | USA     | Roux Laboratories, Inc.      |
| GREAT FEELING                 | 1507710  | USA     | Roux Laboratories, Inc.      |
| ABBA PURE & NATURAL HAIR CARE | 2319398  | USA     | Roux Laboratories, Inc.      |
| GINSENG MIRACLE               | 1986047  | USA     | A.P. Products, Ltd.          |
| AMERICAN CREW                 | 2215539  | USA     | American Crew, Inc.          |
| MOP                           | 2339212  | USA     | American Crew, Inc.          |
| FERMODYL                      | 843802   | USA     | Fermodyl Professionals, Inc. |