

Attorney Docket No. 9801880-0012

Form PTO-1594
(Rev. 03/01)
OMB No. 651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JERDON PRODUCTS, L.P.

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

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

2. Name and address of receiving party(ies):

Name: **LASALLE BANK NATIONAL ASSOCIATION**

Internal _____
Address: _____

Street Address: **135 South LaSalle**

City: **Chicago** State: **IL** Zip: **60603**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY
AGREEMENT**

Execution Date: **October 29, 2004**

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

A. Trademark Application No.(s)

1	1101967 CA
	IZI
2	1106263 CA
	Petal Brites
3	1187261 CA
	Westminster
4	78/259993 US
	Westminster

B. Trademark Registration No.(s)

5	2786592 US Eclipse	24	379703 CA Jerdon
6	1588326 US Electric Shock Protector	25	2383767 US Jerdon
7	388313 CA Esp	26	2126176 US Jerdon
8	399736 CA Esp	27	1541255 US Jerdon
9	1591753 US Esp	28	2444827 US Jerdon
10	2148342 US First Class	29	2441360 US Jerdon
11	1984566 US First Class	30	332457 CA Mirror Go Lightly
12	1332643 US First Class	31	2475836 US Mirror Go Lightly
13	2383768 US First Class	32	2347664 US Off The Wall
14	2356174 US First Class	33	2659505 US Petal Brites
15	2423818 US First Class	34	1099399 US Shower Action
16	2148342 US First Class	35	2148343 US Shower Hour
17	1984566 US First Class	36	1461943 US Swing A Light
18	1332643 US First Class	37	236198 CA The Beauty Clinic

CIH \$715.00 193140 76259993

- 19 1496594 US First Class(Stylized)
- 20 2392349 US Four-Sight
- 21 2104071 US Halo Light
- 22 2637423 US IZI
- 23 717010 AU Jerdon
- 38 1149287 US The Beauty Clinic
- 39 1946105 US The Manicure Center
- 40 243272 CA The Nail Center
- 41 1102992 US The Nail Center

Additional number(s) attached Yes No

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

Name: Christine H. Hannafan

Internal Address: SONNENSCHN NATH & ROSENTHAL

8000 Sears Tower

Chicago, IL 60606

Street Address: P.O. BOX 061080, WACKER DRIVE

STATION, SEARS TOWER

City CHICAGO State IL Zip 60606-1080

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41)..... \$ \$1040.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-3140

(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.

Christine H. Hannafan. Christine Hannafan 11/18/04

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 14

Mail documents to be recorded with required cover sheet information to:
By Fax: 703/306-5995
Director of the United States Patent & Trademark Office, MAILSTOP ASSIGNMENT RECORDATION SERVICES
P.O. BOX 1450
Alexandria, Virginia 22313-1450

Attorney Docket No. 9801880-0012

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of this 29th day of October, 2004, by and between JERDON PRODUCTS, L.P., an Illinois limited partnership with a principal place of business and chief executive office at 100-130 North Lakeview Parkway, Vernon Hills, Illinois 60061 ("Assignor") and LASALLE BANK NATIONAL ASSOCIATION with its principal banking office located at 135 South LaSalle, Chicago, Illinois 60603-3400 ("Lender").

RECITALS:

The Lender has entered into an Amended and Restated Loan Agreement with Focus Products Group, LLC ("Borrower") dated as of July 31, 2003 as amended by First through Fourth Amendments to Amended and Restated Loan Agreement (said Loan Agreement as so amended and as it may hereafter be amended or otherwise modified from time to time being the "Loan Agreement"). Assignor is a wholly owned subsidiary of Borrower. Assignor has given Lender a guarantee (the "Guaranty") of even date, hereof in which Assignor guarantees to Lender the repayment of the Liabilities as said term is defined in the Loan Agreement. As security for Assignor's obligations under the Guaranty, Assignor has agreed to enter into that certain Security Agreement dated of even date herewith executed by and between Assignor and Lender (the "Security Agreement"). Assignor has agreed to assign to Lender a continuing security interest in all of Assignor's trademark rights pursuant to this Trademark Collateral Assignment and the Security Agreement in furtherance of Assignor's obligations to Lender under the Security Agreement under which the Lender is granted a lien on and security interest in machinery and equipment ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of a Default under the Loan Agreement which is not remedied at the expiration of any applicable cure period, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), and in order to induce the Lender to make the Loans under the Loan Agreement, the parties hereto agree as follows:

1. To secure the complete and timely satisfaction of all of the Liabilities now or hereafter existing, whether for principal, interest, fees, costs, disbursements, expenses or otherwise and all obligations of Assignor now or hereafter existing under this Agreement, Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of Assignor's right, title and interest in and to: (a) the right to use trademarks and/or service marks pursuant to all oral and written license agreements entered into by Assignor with the owners of any of said marks and (b) the trademark application(s), trademark(s), service mark application(s), and service marks listed in Schedule A attached hereto and incorporated herein by reference, as the same may be amended pursuant hereto from time to time, including all after acquired trademark applications, trademarks, service mark applications and service marks and also including without limitation all renewals thereof, all proceeds of infringement suits, the right to

sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are hereinafter collectively referred to as, the "Trademarks"), and the good will of the business to which each of the Trademarks relates,

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) Assignor has not received notice of any claim having been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents, at Lender's expense, the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with Paragraph 2(g).

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement, including, but not limited to, any license agreements, which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future Trademarks covered by Paragraphs 1 and 8 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Guaranty or Loan Agreement which is not remedied at the expiration of any applicable cure period), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor and/or services performed by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender.

8. If any Event of Default shall have occurred and be continuing which is not remedied at the expiration of any applicable cure period, Assignor's license under the Trademarks, as set forth in Paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in

defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and/or this Agreement, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement which shall begin to accrue from the date of Lender's demand for payment hereunder.

11. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently (but subject to commercial reasonableness) any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of a Default under the Loan Agreement which is not remedied at the expiration of any applicable cure period, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Assignor agrees that it will join with Lender in executing and, at its own expense, file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Lender may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Lender's security interest in the Trademarks, and hereby authorizes Lender to file financing statements and amendments thereto relative to all or any part of the Trademarks without the signature of the Assignor where permitted by law, and agrees to do such further acts and things and execute and deliver to Lender such additional conveyances, assignments, agreements and instruments as Lender may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Lender its rights, powers and remedies hereunder,

15. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

16. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY THE LAWS AND DECISIONS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF THE LAWS PRINCIPLES THEREOF) OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN ILLINOIS.**

22. **ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND ASSIGNOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT**

THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ASSIGNOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ASSIGNOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

23. **ASSIGNOR AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.**

(remainder of this page left intentionally blank)

WITNESS the execution hereof under seal as of the day and year first above written.

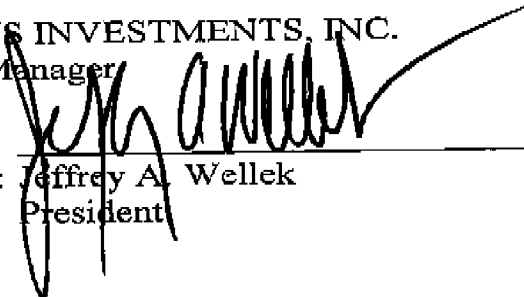
ASSIGNOR:

JERDON PRODUCTS, L.P., an Illinois limited partnership

By: JERDON PRODUCTS HOLDING COMPANY, LLC

Its: General Partner

By: FOCUS INVESTMENTS, INC.
Its: Sole Manager

By: 
Name: Jeffrey A. Wellek
Title: President

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Jeffery Michalczyk
Title: Vice President

Schedule A to that certain Trademark Collateral Assignment and Security Agreement dated October 29, 2004 executed by and between JERDON PRODUCTS, L.P. and LASALLE BANK NATIONAL ASSOCIATION

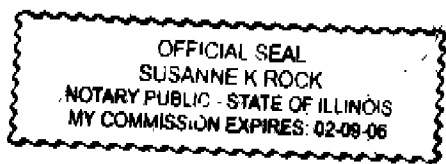
Trademark	Country	Application No.	Registration No.	Status
Eclipse	U.S.	78/201266	2786592	Registered
Eclipse	U.S.	78/201266	2786592	Registered
Electric Shock Protector	U.S.	73/770710	1588326	Renewed
Electric Shock Protector	U.S.	73/770710	1588326	Renewed
Esp	Canada	627356	386313	Registered
Esp	Canada	642434	399736	Registered
Esp	U.S.	73/770709	1591753	Registered
Esp	U.S.	73/770709	1591753	Registered
First Class	U.S.	75/176497	2148342	Registered
First Class	U.S.	74/532454	1984566	Registered
First Class	U.S.	459066	1332643	Registered
First Class	U.S.	75/453703	2383768	Registered
First Class	U.S.	75/544814	2356174	Registered
First Class	U.S.	75/544815	2423818	Registered
First Class	U.S.	75/176497	2148342	Registered
First Class	U.S.	74/532454	1984566	Registered
First Class	U.S.	459066	1332643	Registered
First Class (stylized)	U.S.	73/651480	1496594	Registered
Four-Sight	U.S.	75/734880	2392349	Registered
Halo Light	U.S.	75/038741	2104071	Registered
I2I	Canada	1101967	N/A	Published
I2I	U.S.	78/061260	2637423	Registered
Jerdon	Australia	717010	717010	Registered
Jerdon	Canada	641252	379703	Registered
Jerdon	U.S.	75/453699	2383767	Registered
Jerdon	U.S.	75/081456	2126176	Registered
Jerdon	U.S.	73/651482	1541255	Registered
Jerdon	U.S.	75/544812	2444827	Registered
Jerdon	U.S.	75/544813	2441360	Registered
Mirror Go Lightly	Canada	567186	332457	Registered
Mirror Go Lightly	U.S.	76/110005	2475836	Registered
Off The Wall	U.S.	75/495095	2347664	Registered
Petal Brites	Canada	1106263	N/A	Published
Petal Brites	U.S.	78/068197	2659505	Registered
Shower Action	U.S.	135868	1099399	Renewed
Shower Hour	U.S.	75/176499	2148343	Registered
Swing A Light	U.S.	651481	1461943	Registered
The Beauty Clinic	Canada	420756	236198	Registered
The Beauty Clinic	U.S.	73/164494	1149287	Registered

Trademark	Country	Application No.	Registration No.	Status
The Manicure Center	U.S.	74/532453	1946105	Registered
The Nail Center	Canada	432344	243272	Registered
The Nail Center	U.S.	73/153292	1102992	Registered
Westminster	Canada	1187261	N/A	Pending
Westminster	U.S.	78/259993	N/A	Published

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of October, 2004, personally appeared Jeffrey A. Wellek to me known personally, and who, being by me duly sworn, depose and say that he is the President of Focus Investments, Inc., an Illinois corporation, which is the Sole Manager of the General Partner of Jerdon Products, LP, an Illinois limited partnership and that said instrument was signed on behalf of said partnership by authority of its partners and members, and said Jeffrey A. Wellek acknowledged said instrument to be the free act and deed of said partnership.



Susanne K. Rock
Notary Public

My commission expires: 2-9-2006

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of October, 2004, personally appeared Jeffery Michalczyk to me known personally, and who, being by me duly sworn, depose and say that he is the Vice President of LaSalle Bank National Association, and that said instrument was signed on behalf of said Bank and said Jeffery Michalczyk acknowledged said instrument to be the free act and deed of said Bank.

Virginia Penaranda
Notary Public

My commission expires: 02/08/06

