

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEB SBS, Inc.		12/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Governor and Company of the Bank of Scotland, as Security Agent
Street Address:	134 Edmund Street
Internal Address:	Third Floor
City:	Birmingham
State/Country:	UNITED KINGDOM
Postal Code:	B3 2ES
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2465191	AERO
Registration Number:	2235884	AERO
Registration Number:	2862964	DEB
Registration Number:	3163730	DEBMED
Registration Number:	2586176	DEB SBS
Registration Number:	1749753	DEBUS
Registration Number:	1407271	DEBUS
Registration Number:	1846102	DEFLECT
Registration Number:	2778300	DERMIGIENE
Registration Number:	1412884	ENSUITE
Registration Number:	2417454	EPI SAN
Registration Number:	1320281	HYPOR
Registration Number:	1439731	POLYGRIT

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Registration Number:	2621918	POWER PRO
Registration Number:	2055988	PROLINE
Registration Number:	2228721	PROPOR
Registration Number:	1825730	SANITANE
Registration Number:	827017	SBS
Registration Number:	1843430	SBS ORANGE
Registration Number:	2886815	SBS PROTECT
Registration Number:	2417455	SCRUB PRO
Registration Number:	2572042	SKINCARE'S BEST SOLUTION
Registration Number:	1553398	SUPREGA
Registration Number:	2837568	TOUGH TOWELS

CORRESPONDENCE DATA

Fax Number: (312)630-7388
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-368-4058
Email: thomas.ryan@dlapiper.com
Correspondent Name: Thomas W. Ryan
Address Line 1: P.O. Box 64807
Address Line 2: DLA Piper US LLP
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 313847-312

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Thomas W. Ryan

Signature: //Thomas W. Ryan//

Date: 12/18/2006

Total Attachments: 5
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SUPPLEMENT TO SECURITY AGREEMENT

(TRADEMARKS)

Dated as of December 18, 2006

WHEREAS, DEB SBS, INC., a Delaware corporation (herein referred to as "**Debtor**"), having an address at 1100 Highway 27 South, Stanley, NC 28164, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, (1) The Governor and Company of the Bank of Scotland, as Agent, (2) The Governor and Company of the Bank of Scotland, as Security Agent, (3) The Governor and Company of the Bank of Scotland, The Governor and Company of The Bank of Ireland and Allied Irish Bank PLC, as Arrangers, (4) The Governor and Company of the Bank of Scotland, The Governor and Company of The Bank of Ireland and Allied Irish Bank PLC, as Original Lenders, (5) The Governor and Company of the Bank of Scotland, as Original Issuing Bank, (6) The Governor and Company of the Bank of Scotland, as Original Ancillary Lender, (7) HBOS Treasury Services PLC, as Hedging Lender, (8) the companies named in the Intercreditor Agreement (as defined below) as Investors and (9) the companies named in the Intercreditor Agreement as Original Obligors, Intra-Group Creditors and Intra-Group Debtors have entered into that certain Intercreditor Agreement, dated as of December 18, 2006 (as such agreement may be modified, supplemented, amended as restated from time to time, the "**Intercreditor Agreement**"), and pursuant to which Intercreditor Agreement, the Security Agent has been appointed and is serving as agent for the Secured Parties (as defined in the Intercreditor Agreement);

WHEREAS, Debtor has entered into a Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Security Agent; and

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Security Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third

parties for infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent’s address is Third Floor, 134 Edmund Street, Birmingham, B3 2ES, United Kingdom.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first set forth herein above.

DEB SBS, INC., a Delaware corporation

By: _____

Name: Allen Soden

Title: PRESIDENT

[Signature Page to Trademarks Supplement to Security Agreement]

TRADEMARK
REEL: 003446 FRAME: 0629

Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT

TRADEMARKS

LOCAL TRADE MARK	CLASS	APPLICATION / REGISTERED NO	PROPRIETOR	DATE OF FILING / REGISTRATION (dd/mm/yy)	DATE OF RENEWAL (dd/mm/yy)	NOTES/ OUTSTANDING ACTIONS
AERO	3	2,465,191	DEB SBS Inc.	03.07.2001	03.07.2011	Affidavit of Current Use needed during 6th year (03.07.2007)
AERO	21	2,235,884	DEB SBS Inc.	30.03.1999	30.03.2009	Affidavit accepted on 06.02.2006. NFA until renewal
DEB	2,3,4,5,21,40	2,862,964	DEB SBS Inc.	13.07.2004	13.07.2014	Affidavit of Current Use to be filed in 6th year.
DEBMED	3 & 21	3,163,730	DEB SBS Inc.	24.11.2006	24.11.2016	Affidavit of Current Use to be filed in 6th year.
DEB SBS & Design	3,5&21	2,586,176	DEB SBS Inc.	25.06.2002	25.06.2012	
DEBUS (Name)	3	1,749,753	DEB SBS Inc.	02.02.1993	02.02.2013	
DEBUS (Logo)	3 & 21	1,407,271	DEB SBS Inc.	02.09.1986	02.09.2016	
DEFLECT	3	1,846,102	DEB SBS Inc.	19.07.1994	19.07.2014	
DERMIGIENE	3 & 21	2,778,300	DEB SBS Inc.	28.10.2003	28.10.2013	Affidavit of Current Use to be filed in 6th year
ENSUITE	3 & 21	1,412,884	DEB SBS Inc.	14.10.1986	14.10.2006	Renewal application filed 17.11.2006
EPI SAN	3	2,417,454	DEB SBS Inc.	02.01.2001	02.01.2011	Affidavit of Current Use to be filed in 6th year (17.11.2006)
HYPOR	3	1,320,281	DEB SBS Inc.	19.02.1985	19.02.2015	
POLYGRIT	3	1,439,731	DEB SBS Inc.	19.05.1987	19.05.2007	To be renewed

TRADEMARK

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POWER PRO	3	2,621,918	DEB SBS Inc.	17.09.2002	17.09.2012	
PROLINE		2,055,988	DEB SBS Inc.	22.04.1997	22.04.2007	To be renewed
PROPOR	21	2,228,721	DEB SBS Inc.	02.03.1999	02.03.2009	Affidavits accepted on 05.04.2005. NFA until renewal
SANITANE	5	1,825,730	DEB SBS Inc.	08.03.1994	08.03.2014	
SBS	5	827,017	DEB SBS Inc.	04.04.1967	04.04.2007	To be renewed
SBS ORANGE	3	1,843,430	Deb SBS Inc.	05.07.1994	05.07.2014	
SBS PROTECT	3	2,886,815	DEB SBS Inc.	21.09.2004	21.09.2014	
SCRUB PRO	3	2,417,455	DEB SBS Inc.	01.02.2001	02.01.2011	Affidavit of Current Use to be filed in 6th year (02.01.2007)
SKINCARE'S BEST SOLUTION	3,5,21	2,572,042	DEB SBS Inc.	21.05.2002	21.05.2012	
SUPREGA	3	1,553,398	DEB SBS Inc.	29.08.1989	29.08.2009	
TOUGH TOWELS	3	2,837,568	DEB SBS Inc.	04.05.2004	04.05.2014	