

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
Universal Companies, Inc.		09/17/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	RBS Business Capital, a division of RBS Asset Finance, Inc.
Street Address:	100 Galleria Parkway
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3281026	
Registration Number:	3086244	
Registration Number:	2945978	
Registration Number:	2978242	ATZEN
Registration Number:	1796215	CATHERINE ATZEN
Registration Number:	2725901	DERMDEX SPAMD
Registration Number:	2255721	ESS
Registration Number:	2864911	ESS
Registration Number:	2911272	ESS
Registration Number:	3103239	ESS SOLEI
Registration Number:	2970164	EXPERIENCE THE POWER OF PARTNERSHIP
Registration Number:	2943763	FROM CONCEPT TO COMPLETION
Registration Number:	3013749	INTEGRAL DNA

CH \$890.00 3281026

Registration Number:	3162769	IT'S ALL HERE.
Registration Number:	2910188	LYMPHMED
Registration Number:	1816194	LYMPHOBIOLOGY
Registration Number:	3110131	NATIVE GARDEN
Registration Number:	2946033	RECIPE FOR SUCCESS
Registration Number:	2888173	SPA FIT
Registration Number:	2502985	SPA MOMENTS
Registration Number:	2991852	SPA MOMENTS
Registration Number:	3093926	SPA MOMENTS
Registration Number:	2913271	SPA STATION
Registration Number:	3041363	SPASCRPTIVE
Registration Number:	3192574	SUCCESS KIT
Registration Number:	3187192	THE ULTIMATE SOURCE FOR SPAS UNIVERSAL COMPANIES.
Registration Number:	3193171	THE ULTIMATE SOURCE FOR SPAS
Registration Number:	3163469	TIMELESS PASSAGE
Registration Number:	3114981	TRANQUIL OASIS
Registration Number:	2951509	UNIVERSAL COMPANIES
Registration Number:	3014960	UNIVERSAL SPAMD
Registration Number:	2773986	UNIVERSAL TOUCH
Serial Number:	78969805	CHELOUR
Serial Number:	78780235	SHELOUR
Serial Number:	78325679	SPA PANTRY

CORRESPONDENCE DATA

Fax Number: (678)553-2693
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (678) 553-2692
Email: witherss@gtlaw.com
Correspondent Name: Sarah Withers
Address Line 1: 3290 Northside Parkway
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	085124.010700 WITHERS
NAME OF SUBMITTER:	Sarah Withers
Signature:	/S. Withers/

Date:

09/19/2007

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of September 17, 2007, by and between **UNIVERSAL COMPANIES, INC.**, a Virginia corporation having its principal place of business at 18260 Oak Park Drive, Abingdon, Virginia 24210 (the "Company"), and **RBS BUSINESS CAPITAL, A DIVISION OF RBS ASSET FINANCE, INC.**, a New York corporation, having an office at 100 Galleria Parkway, Suite 1100, Atlanta, Georgia 30339 (the "Lender").

Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to the terms of that certain Loan and Security Agreement, dated as of the date hereof, by and among Company, Universal Online Services, LLC, a Virginia limited liability company ("Online"; the Company and Online are hereinafter referred to individually as a "Borrower" and collectively as "Borrowers"), and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

Lender is willing to make loans and other financial accommodations to or for the benefit of Borrowers from time to time pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitment; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender, for its benefit and the benefit of the other Secured Parties, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations,

tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Lender that, except as set forth on Exhibit A attached hereto:

(a) Each of the material Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) To the Company's knowledge, no claim has been made that the use of any of the material Trademarks does or may violate the rights of any third Person;

(c) The Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the material Trademarks is valid and enforceable; and

(e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the material Trademark Collateral, free and clear of any Liens other than Permitted Liens.

4. The Company covenants and agrees with Lender that, except as set forth on Exhibit A attached hereto:

(a) The Company will maintain the quality of the products associated with the material Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) The Company will not change the quality of the products associated with the material Trademarks without Lender's prior written consent; and

(c) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the material Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each material Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. [Reserved].

6. Until Full Payment, the Company shall not enter into any license agreement relating to any of the material Trademarks with any Person and shall not become a party to any

agreement with any Person that is inconsistent with the Company's obligations under this Agreement other than in the ordinary course of its business.

7. If, before Full Payment, the Company shall obtain rights to any new material trademarks, or become entitled to the benefit of any material trademark application or trademark or any renewal of any material trademark, the provisions of paragraph 2 shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications owned by the Company within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default has occurred and is continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days prior written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses actually incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Secured Parties therefor.

10. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall have occurred and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney-in-fact shall lawfully do

or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment.

11. Upon Full Payment, Lender shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) actually incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all reasonable sums, fees, costs and expenses, including, without limitation, all reasonable renewal fees with respect to the Trademarks), or, if paid by Lender in its sole discretion, shall be promptly, but in any event within two Business Days of demand by Lender, reimbursed by the Company and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. The Company shall use commercially reasonable efforts (consistent with the Company's past practices) to detect any infringers of the material Trademarks and shall notify Lender in writing of material infringements detected. The Company shall have the duty, through counsel acceptable to Lender in its reasonable judgment, to prosecute diligently any material trademark application for a material Trademark pending as of the date of this Agreement or thereafter until Full Payment, to make federal application on registrable but unregistered material Trademarks (subject to Company's reasonable discretion in the ordinary course of its business or, during the existence and continuance of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the material Trademarks and to do any and all acts which are deemed reasonably necessary or desirable by Lender to preserve and maintain all rights in the material Trademarks. Any reasonable expenses incurred in connection with the foregoing shall be borne by the Company. The Company shall not abandon any right to file a material trademark application, or any material pending trademark application or material trademark without the consent of Lender.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Lender shall have the right, at any time that an Event of Default has occurred and is continuing, but shall in no way be obligated, to bring suit instead in its own name to enforce the material Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to

protect the material Trademarks or any license hereunder, in either of which events the Company shall at the reasonable request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Lender to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default has occurred and is continuing, then, to the extent permitted by applicable law, Lender may discharge such obligations in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, actually incurred by Lender in prosecuting, defending or maintaining the material Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between the Company 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 any of the other Loan Documents 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 Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable 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, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and of each other Secured Party and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

21. The Company hereby waives notice of Lender's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.


23. To the fullest extent permitted by applicable law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

24. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder are subject to the provisions of the Roynat Intercreditor Agreement, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time. In the event of any conflict between the terms of the Roynat Intercreditor Agreement and this Agreement, the terms of the Roynat Intercreditor Agreement shall govern.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their respective duly authorized officers, on the day and year first written above.

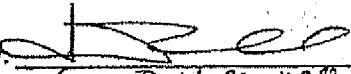
ATTEST:



Maranatha Morenig Secretary

[CORPORATE SEAL]

UNIVERSAL COMPANIES, INC.
("Company")

By: 

Name: Gary D. MacConnell
Title: President

Accepted in Atlanta, Georgia:

RBS BUSINESS CAPITAL, A DIVISION
OF RBS ASSET FINANCE, INC.
("Lender")

By: _____
Lynn A. Trapanese
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 003624 FRAME: 0292

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their respective duly authorized officers, on the day and year first written above.

ATTEST:

UNIVERSAL COMPANIES, INC.
("Company")

_____, Secretary

[CORPORATE SEAL]

By: _____
Name: _____
Title: _____

Accepted in Atlanta, Georgia:

**RBS BUSINESS CAPITAL, A DIVISION
OF RBS ASSET FINANCE, INC.**
("Lender")

By: 
Lynn M. Trapanese
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF Tennessee §
§
COUNT OF Knox §

BEFORE ME, the undersigned authority, on this day personally appeared Gray McConnell, President of Universal Companies, Inc., a Virginia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14th day of September, 2007.

Cheryl Stewart
Notary Public
My Commission Expires: 2-2-2011
NOTARIAL SEAL
PUBLIC
KNOX COUNTY
OF
TENNESSEE

STATE OF GEORGIA §
§
COUNTY OF COBB §

BEFORE ME, the undersigned authority, on this day personally appeared Lynn A. Trapanese, Vice President of RBS Business Capital, a division of RBS Asset Finance, Inc., a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of September, 2007.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF _____ §
COUNT OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Universal Companies, Inc., a Virginia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of September, 2007.

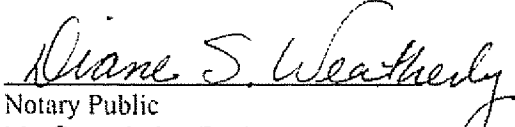
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF GEORGIA §
COUNTY OF COBB §

BEFORE ME, the undersigned authority, on this day personally appeared Lynn A. Trapanese, Vice President of RBS Business Capital, a division of RBS Asset Finance, Inc., a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of September, 2007



Notary Public
My Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires June 30, 2008

[NOTARIAL SEAL]

TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

Registered U.S. Trademarks

Universal Companies, Inc. owns the following registered U.S. trademarks:

Registration No.	Mark	Registration Date
3,281,026	Design [hands image]	8/14/2007
3,086,244	Design [spriral only]	4/25/2006
2,945,978	Design [UC fountain design]	5/3/2005
2,978,242	ATZEN	7/26/2005
1,796,215	CATHERINE ATZEN + design	10/5/1993
2,725,901	DERMDEX SPAMD	6/10/2003
2,255,721	ESS	6/22/1999
2,864,911	ESS (2nd version)	7/20/2004
2,911,272	ESS (3rd version)	12/14/2004
3,103,239	ESS SOLEI	6/13/2006
2,970,164	EXPERIENCE THE POWER OF PARTNERSHIP	7/19/2005
2,943,763	FROM CONCEPT TO COMPLETION	4/26/2005
3,013,749	INTEGRAL DNA	11/8/2005
3,162,769	IT'S ALL HERE	10/24/2006
2,910,188	LYMPHMED	12/14/2004
1,816,194	LYMPHOBIOLOGY	1/11/1994
3,110,131	NATIVE GARDEN	6/27/2006
2,946,033	RECIPE FOR SUCCESS	5/3/2005
2,888,173	SPA FIT	9/28/2004
2,502,985	SPA MOMENTS	10/30/2001
2,991,852	SPA MOMENTS (new goods)	9/6/2005
3,093,926	SPA MOMENTS + Design [spriral above]	5/16/2006
2,913,271	SPA STATION	12/21/2004
3,041,363	SPASCRPTIVE	1/10/2006
3,192,574	SUCCESS KIT	1/2/2007
3,187,192	THE ULTIMATE SOURCE FOR SPAS UNIVERSAL COMPANIES + Design	12/19/2006
3,193,171	THE ULTIMATE SOURCE FOR SPAS	1/2/2007
3,163,469	TIMELESS PASSAGE	10/24/2006
3,114,981	TRANQUIL OASIS	7/11/2006
2,951,509	UNIVERSAL COMPANIES + Design [logo middle]	5/17/2005
3,014,960	UNIVERSAL SPAMD	11/15/2005
2,773,986	UNIVERSAL TOUCH	10/14/2003

Registered Foreign Trademarks

Universal Companies, Inc. owns the following registered foreign trademarks:

Country and Registration No.	Mark	Registration Date
South Korea 2003-5074	ESS	2/5/2003
Taiwan 01062726	ESS	12/1/2003
Hong Kong 15033/2003	ESS	12/8/2003
China 3349280 [abandoned]*	ESS	6/28/2004
China 3376009 [abandoned]*	ESS	7/20/2004

* Due to opposition by Exxon Mobil, the Universal Companies, Inc. has abandoned registration and use of the ESS mark in China.

Applications to Register Trademarks

Universal Companies, Inc. owns the following trademark registration applications:

Serial No.	Mark	Applicant	Filing Date	Notes
78969805	CHELOUR	Universal Companies, Inc.	9/8/2006	Initially abandoned, but revived on August 17, 2007.
78780235 [abandoned]	SHELOUR	Universal Companies, Inc.	12/23/2005	Intent-to-use application; allowed on 12/12/2006, but was abandoned on 6/12/2007.
78325679 [abandoned]	SPA PANTRY	Universal Companies, Inc.	11/10/2003	Intent-to-use application; allowed on 8/30/2005, but abandoned on 5/7/2007.

Intellectual Property Rights Licensed from Others

From time to time, various third party suppliers or vendors have orally authorize Universal Companies, Inc. to use, on a non-exclusive and royalty-free basis, the third party's copyrighted material, trademarks, and/or service marks in connection with the distribution or marketing of the third party's products or services. Such uses may include, but are not necessarily limited to, the display of copyrighted material, trademarks, and/or service marks in Universal Companies, Inc.'s catalogs, websites, and other marketing materials.

Alleged Infringement

On July 13, 2004, Universal Companies, Inc. received a cease and desist letter from the owner of the LA JOLLA SPA MD mark demanding that Universal Companies cease use of the UNIVERSAL SPAMD mark (Reg. No. 3014960). Universal Companies responded by purchasing the DERMDEX SPAMD mark, which has an earlier priority date than the LA JOLLA mark. No further action has been taken by either party with regard to this issue.