

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
ECB Holding of North America LLC		03/22/2007	CORPORATION: WISCONSIN
Evergreen Consumer Brands ULC		03/22/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	The Right Solutions, Incorporated
Street Address:	90 Delta Park Blvd., Building A
City:	Brampton, Ontario
State/Country:	CANADA
Postal Code:	L6T 5E7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1867406	LAVORIS
Registration Number:	0882399	LAVORIS
Registration Number:	0053922	LAVORIS

CORRESPONDENCE DATA

Fax Number: (310)914-5843
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3103124000
 Email: ctappa@manatt.com
 Correspondent Name: Jill M. Pietrini, Esq.
 Address Line 1: 11355 W. Olympic Boulevard
 Address Line 2: Manatt, Phelps & Phillips, LLP
 Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER: 26611-030

DOMESTIC REPRESENTATIVE

900090919

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Name: Jill M. Pietrini
Address Line 1: 11355 W. Olympic Boulevard
Address Line 2: Manatt, Phelps & Phillips, LLP
Address Line 4: Los Angeles, CALIFORNIA 90064

NAME OF SUBMITTER:	Jill M. Pietrini
Signature:	//jmp//
Date:	11/02/2007

Total Attachments: 4
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SECURITY AGREEMENT

1. Grant. On this 22nd day of March, 2007, Evergreen Consumer Brands ULC (ECB) and ECB Holding of North America (hereinafter collectively called "**Debtor**"), for valuable consideration and in compliance with Article 5A of the Unanimous Shareholders Agreement of Evergreen Consumer Brands, ULC dated 16 March 2007, receipt whereof is acknowledged, grants to The Right Solutions, Incorporated, (hereinafter called "**Secured Party**" or TRS a security interest in:

the trade marks more particularly described in Schedule "A" hereto ("**Collateral**").

to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "**Obligations**"):

(i) All obligations and liabilities of Debtor to Secured Party (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing as stated in the Unanimous Shareholders Agreement of Evergreen Consumer Brands, ULC dated 16 March 2007.

2. Warranties and Covenants of Debtor. Debtor warrants and covenants that:

(a) Except for the security interest granted hereby and any interest that the Henkel Corporation (a Delaware Corporation, Schwarzkopf & DEP Division, (Henkel) has to the Lavis trademark, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Secured Party agrees to make the Secured Party's Security Interest in the Lavis Trademark subordinate to any loans, collateral, or other similar instruments where the Lavis Trademark is used to the benefit of ECB or required by a lender of ECB. The Debtor shall immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances. Further, unless the Secured Party agrees otherwise, the debt shall be paid in full prior to or concurrent with the transfer of more than fifty percent of the equity in Debtor to a third party.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party. Secured Party shall not unreasonably withhold their consent

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to the use of the Collateral to secure a loan or financing if such loan or is used to the benefit of ECB or required by a lender of ECB.

(d) Debtor will keep and protect the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair (except as discussed in paragraph (b) and (c) above where the trademark is used to the benefit of ECB or required by a lender of ECB). The Debtor shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

Secured Party may examine and inspect the Collateral at any reasonable time or times, wherever located.

3. Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

A. Events of Default. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations as provided in the Unanimous Shareholders Agreement of Evergreen Consumer Brands, ULC dated 16 March 2007 as relates to satisfying debt owed to TRS by ECB, (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon (except where the Lavis trademark is used to the benefit of ECB or required by a lender to ECB); (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; and/or (e) the occurrence of an event of default in any agreement between Debtor and Secured Party.

5. Remedies. 45 DAYS AFTER GIVING DEBTOR WRITTEN NOTICE THAT THE DEBTOR IS IN DEFAULT (OR ANY TIME THEREAFTER), THE SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER APPLICABLE UNIFORM COMMERCIAL CODES, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom; and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as

provided in the applicable Uniform Commercial Code. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Secured Party may buy at any public sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the applicable Uniform Commercial Code shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. General. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for the possession of the Collateral, provided that Debtor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Secured Party:

By: Richard Crispi
RICK CRISPI

Debtor:

By: Steven Immel
STEVEN IMMEL (SECRETARY OF ECB)

SCHEDULE A TO LAVORIS TRADEMARK SECURITY AGREEMENT

COUNTRY	TRADEMARK	REG #	STATUS
Canada	Lavoris	TMA175438	Registered
Mexico	Lavoris	361064	Registered
U.S.	Lavoris	72/294660	Registered
U.S.	Lavoris	74/385371	Registered
U.S.	Lavoris (Stylized)	71/014378	Registered