

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
pH Beauty Labs, Inc.	FORMERLY pH Beauty Labs, LLC	03/26/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Marquette Business Credit, Inc.
Street Address:	333 S. Grand Ave., Suite 2350
Internal Address:	Attn: Portfolio Manager
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2948725	(PH) BEAUTY LABS
Registration Number:	2841055	TOTALLYNUTTY
Registration Number:	2860883	BINGE
Registration Number:	3259028	FREEMAN BEAUTIFUL FACE
Registration Number:	2547197	A WASH COME TRUE
Registration Number:	2336161	AROMESSENTIALS
Registration Number:	2613416	AWAY WE GLOW
Registration Number:	1983825	BARE FOOT
Registration Number:	1845309	BEAUTIFUL BATH
Registration Number:	3312341	BEAUTIFUL BATH
Registration Number:	2657266	BUBBLE YOUR PLEASURE
Registration Number:	2657267	BUTTER YOU UP
Registration Number:	2719036	CITY SILKER

CH \$1265.00 2948725

Registration Number:	2719844	DEEP IMPACT
Registration Number:	2709862	DEEPEST DESIRE
Registration Number:	2595699	DEEPLY RELIEVED
Registration Number:	2664328	FOR HEAVEN'S SILK
Registration Number:	1614557	FREEMAN
Registration Number:	2197110	FREEMAN
Registration Number:	2697192	FU-FU FOAM
Registration Number:	2644063	GET SHEERIOUS
Registration Number:	3037056	GLISTEN UP
Registration Number:	2615942	GLOW BARE
Registration Number:	2640580	GLOW GET IT
Registration Number:	2613357	GLOWING PLACES
Registration Number:	2636942	GOTTA GLOW
Registration Number:	2599088	IN THE THICK OF IT
Registration Number:	2675699	JUST DANDY
Registration Number:	2552517	OOH LA LOOFAH
Registration Number:	2678818	PEACE AT HAND
Registration Number:	2761969	PEACE MAKER
Registration Number:	2761972	PEACE OF HEAVEN
Registration Number:	2613359	PEACE TREATY
Registration Number:	2586478	SHEER WONDERFUL
Registration Number:	2552516	SHIMMER CHIC
Registration Number:	2721029	SILK A PEEL
Registration Number:	1872177	FREEMAN BEAUTIFUL SKIN
Registration Number:	2664190	SILK CLEAN PIE
Registration Number:	2552271	SILK ME OVER
Registration Number:	2664226	SILKEN TREASURE
Registration Number:	2589821	SMOOTH DAYS AHEAD
Registration Number:	2636703	SMOOTHER THAN LATER
Registration Number:	2608184	SMOOTHERAPY
Registration Number:	2608185	THE SMOOTH FAIRY
Registration Number:	2667331	THE SWEETEST THING
Registration Number:	3143193	FREEMAN BARE HANDS
Serial Number:	76486153	BO-TOPICAL
Serial Number:	76186406	TRULY, MADLY, DEEPLY

Serial Number:	78573151	PURE COLOR FRESH
Serial Number:	77188715	BIOBALANCE

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	13EB-134947
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	05/15/2008

Total Attachments: 22
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March ~~26~~, 2008, is entered into by and between PH BEAUTY LABS, INC., a Delaware corporation ("Debtor"), having an office at 1964 Westwood Blvd., Suite 300, Los Angeles, California 90025, and MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation, having an office at 333 South Grand Avenue, Suite 2350, Los Angeles, California 90071 ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof.

B. Secured Party has agreed to enter into financing arrangements with Debtor pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents"), and Debtor and Secured Party desire to enter into this Agreement, by which Debtor shall secure the payment and performance of its obligations to Secured Party under the Loan Agreement by granting Secured Party a security interest in the Collateral described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interest granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Encumbrances (as defined in the Loan Agreement).

(b) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

(e) Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges

and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(f) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A annexed hereto.

(g) Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(h) Debtor has not abandoned any of the Trademarks material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may make use of any Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations,

except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

(f) In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by

an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: PH BEAUTY LABS, INC.
10474 Santa Monica Boulevard, Suite 300
Los Angeles, California 90025
Attn: Lawrence Freeman

If to Secured Party: MARQUETTE BUSINESS CREDIT, INC.
333 South Grand Avenue, Suite 2350
Los Angeles, California 90071
Attn: Portfolio Manager, URGENT

(c) In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(d) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The security interest granted to Secured Party shall terminate upon the termination of the Loan Agreement and the indefeasible payment in full to Secured Party of all Obligations thereunder.

(g) THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF

SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

(h) THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NON-JURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

PH BEAUTY LABS, INC.,
a Delaware corporation

By:  _____

Name: Laurence Freeman

Title: CEO/CTO

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.
a Minnesota corporation

By:  _____

Name: John D. Watkins

Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003777 FRAME: 0931

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF California)
)
COUNTY OF Los Angeles) ss.:

KNOW ALL MEN BY THESE PRESENTS, that PH BEAUTY LABS, INC., a Delaware corporation (hereinafter "Debtor"), hereby appoints and constitutes MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of March 11, 2008

PH BEAUTY LABS, INC.,
a Delaware corporation

By: 
Name: Laurence Freeman
Title: CEO/CITIZEN

POWER OF ATTORNEY WITH RESPECT TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003777 FRAME: 0932

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

See Attached

BSTZ INTERNATIONAL TM APPLICATIONS ON BEHALF OF FREEMAN BEAUTY LABS / PH BEAUTY LABS, INC.

Country	Mark	Owner	Class	Serial #	Filing Date	Reg. #	Reg Date	Renewal Date
Venezuela	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	4021-92	2/28/1992	169229	10/7/1994	10/7/2004
China - PRC	FREEMAN (CHINESE CHARACTERS)	Freeman Cosmetic Corporation	03			724581	1/14/1995	1/13/2005
France	FREEMAN	Freeman Cosmetic Corporation, The	3	95/598485	11/21/1995	95/598485	11/21/1995	11/21/2005
India	FREEMAN	Freeman Cosmetic Corporation, The	3	689210	12/4/1995	689210	2/17/2005	12/4/2005
Lebanon	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	58694	8/20/1992	58694	8/20/1992	8/20/2007
Australia	FREEMAN & DESIGN	Freeman Cosmetic Corporation	03	751825	12/24/1997	751825	2/19/1999	12/24/2007
Germany	FREEMAN	Freeman Cosmetic Corporation, The	03	39862400,3/03	10/29/1998	39862400	1/21/1999	10/29/2008
Ireland	FREEMAN	Freeman Cosmetic Corporation, The	03	98/4275	10/30/1998	211100	10/30/1998	10/29/2008
Hungary	FREEMAN	Freeman Cosmetic Corporation, The	03	M98 04669	11/12/1998	157529	9/8/1999	11/12/2008
Italy	FREEMAN	Freeman Cosmetic Corporation, The	03	M198C 011038	11/12/1998	850404	8/29/2001	11/12/2008
Lithuania	FREEMAN	Freeman Cosmetic Corporation, The	03	98-3620	11/12/1998	38058	4/12/2000	11/12/2008
Romania	FREEMAN	Freeman Cosmetic Corporation, The	03	52775	11/26/1998	37308	11/26/1998	11/26/2008
Bulgaria	FREEMAN	Freeman Cosmetic Corporation, The	03	44038	12/15/1998	35856	6/16/1999	12/15/2008
Austria	Freeman	The Freeman Company, LLC	03	AM 7197/98	11/19/1998	180629	2/19/1999	2/28/2009
Japan	FREEMAN & DESIGN	Freeman Cosmetic Corporation, The	03	Oct-60	1/12/1998	4249870	3/12/1999	3/12/2009
Russia	FREEMAN	Freeman Cosmetic Corporation, The	03	99704499	3/30/1999	209716	3/19/2002	3/19/2009
Portugal	FREEMAN	Freeman Cosmetic Corporation, The	03	334143	12/16/1998	334143	6/7/1999	6/7/2009
Vietnam	FREEMAN	Freeman Cosmetic Corporation, The	03	42121	6/15/1999	35481	11/21/2000	6/15/2009
Malaysia	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	MAJ4378/92	6/26/1992	MAJ4378/92	12/16/1994	6/26/2009
Vietnam	FREEMAN & DESIGN	Freeman Cosmetic Corporation, The	03	42454	7/15/1999	37523	6/20/2001	7/15/2009
Peru	FREEMAN	Freeman Cosmetic Corporation, The	03	94989	11/11/1999	61476	2/28/2000	2/28/2010
Norway	FREEMAN	pH Beauty Labs, LLC	03	199810214	11/10/1997	202117	3/23/2000	3/23/2010
Estonia	FREEMAN	Freeman Cosmetic Corporation, The	03	9802671	11/9/1998	31156	5/23/2000	5/23/2010
Jordan	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	34630	12/6/1993	3837	12/6/1993	6/12/2010
Thailand	FREEMAN	Freeman Cosmetic Corporation, The	03	203612; 414911	6/21/1990	148043; Kor	6/21/1990	6/20/2010
Thailand	F & DESIGN	Freeman Cosmetic Corporation, The	03 (Thai 48)	203613; 414912	6/21/1990	148044; Kor	6/21/1990	6/20/2010
Canada	FREEMAN	Freeman Cosmetic Corporation, The	03	644870	11/14/1989	TMA 450939	12/1/1995	12/1/2010
Saudi Arabia	FREEMAN IN PANEL DESIGN	Freeman Cosmetic Corporation, The	03	14456	9/22/1991	253/46	9/22/1991	2/15/2011
Singapore	FREEMAN & DESIGN	Freeman Cosmetic Corporation, The	03	5816/91	6/15/1991	5816/91	6/15/1991	6/15/2011
Taiwan	FREEMAN	Freeman Cosmetic Corporation, The	3 (ROC 7)	79-013910	4/3/1990	528259	7/16/1991	7/15/2011
Sweden	FREEMAN	Freeman Cosmetic Corporation, The	03	98-08478	11/13/1998	348448	9/7/2001	9/7/2011
Taiwan	FREEMAN	Freeman Cosmetic Corporation, The	3 (ROC 6)	79-13909	4/3/1990	539551	11/1/1991	10/31/2011

TRADEMARK

REEL: 003777 FRAME: 0934

BSTZ INTERNATIONAL TM APPLICATIONS ON BEHALF OF FREEMAN BEAUTY LABS / PH BEAUTY LABS, INC.

Country	Mark	Owner	Class	Serial #	Filing Date	Reg. #	Reg Date	Renewal Date
Panama	FREEMAN	Freeman Cosmetic Corporation	3	55891	2/25/1991	2/25/1991	4/3/1992	4/3/2012
Chile	FREEMAN	Freeman Cosmetic Corporation, The	03	262160	6/7/1982	397597, 262160	6/7/1982	12/1/2012
New Zealand	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	221724	9/24/1992	B221724	2/8/1996	9/24/2013
Nigeria	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	TP 16090/92	11/3/1992	56880	11/3/1992	11/3/2013
Brazil	FREEMAN	Freeman Cosmetic Corporation, The	40.15	816579881	2/21/1992	816579881	5/17/1994	5/17/2014
Israel	FREEMAN AND DESIGN	Freeman Cosmetic Corporation, The	03	88528	8/11/1993	88528	8/11/1993	8/11/2014
Hong Kong	FREEMAN & Design	pH Beauty Labs, LLC	3	300338094	12/15/2004	300338094	5/30/2006	12/14/2014
Mexico	FREEMAN & NEW DESIGN	pH Beauty Labs, LLC	3	694446	12/17/2004	892364	7/27/2005	12/17/2014
Hong Kong	FREEMAN	Freeman Cosmetic Corporation, The	3	10174/1994	9/1/1994	B5321/1998	9/1/1994	9/1/2015
Norway	FREEMAN & Design	pH Beauty Labs, LLC	3	2004 08856	8/31/2004	233403	6/20/2006	6/20/2016
CTM (EU)	FREEMAN & NEW DESIGN	pH Beauty Labs, LLC	3	5156245	6/22/2006	5156245	6/8/2007	6/22/2016
Dominican Rep	FREEMAN & New Design	pH Beauty Labs, LLC	3	2006-2696	1/13/2006	156,893	9/29/2006	9/29/2016
Lebanon	FREEMAN & NEW DESIGN	pH Beauty Labs, LLC	3	113627	8/11/2007	113627	8/11/2007	8/11/2022
Honduras	FREEMAN & DESIGN	Freeman Cosmetic Corporation	03	4554/98	4/6/1998			
Macedonia	FREEMAN & DESIGN	Freeman Cosmetic Corporation, The	03	Z-20000036	1/21/2000			
Bahamas	FREEMAN	Freeman Cosmetic Corporation, The	48 (Bahamas)	22695	5/16/2000			
UAE	FREEMAN IN PANEL DESIGN	pH Beauty Labs, LLC	03	64491	10/20/2004			
India	FREEMAN & NEW DESIGN	pH Beauty Labs, LLC	3	1472360	7/24/2006			
Mexico	FREEMAN	Freeman Cosmetic Corporation, The	03					
Saudi Arabia	FREEMAN IN PANEL DESIGN	pH Beauty Labs, LLC	03					

LEGEND:

STATUS	ACTION
TM Expired:	Need to review for reapplications
TM Expires this year 2008:	Need to review
TM Expires 2009:	Need to review
TM Expires after 2010:	start renewals 2008/2009
TM no status:	Need to ascertain situation

US Trademark Status Report

Matter No.	Mark	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T012	AROMESSENTIALS	003	cosmetics and toiletries, namely, non-medicated alpha-hydroxy based skin preparations, facial and body scrubs, facial masks, facial wash, skin moisturizers, skinn toning preparations, skin cleaning preparations, body wash, body cream, body spray, non-medicated bath salts, non-medicated alpha-hydroxy foot soak, foot scrub, foot powder, foot lotion, non-medicated alpha-hydroxy lip and eye cream treatment	75 / 730650 6/16/1999	2336161 3/28/2000	Use Due: 3/28/2006 Renewal Due: 3/28/2010	Registered; Section 8 accepted and Section 15 acknowledged
T013	AWAY WE GLOW	003	personal care products, namely facial cleaners, facial scrub and facial masque	76 / 179400 12/13/2000	2613416 8/27/2002	Use Due: 8/27/2008 Renewal Due: 8/27/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T014	BARE FOOT	003	foot care products, namely foot lotions, foot scrubs and foot cleansing and softening gels	74 / 666263 4/27/1995	1983825 7/2/1996	Use Due: 7/2/2002 Renewal Due: 7/2/2016	Registered; Renewed
T016	BEAUTIFUL BATH	003	bath foam, shower and bath gels, body moisturizers, after-bath lotions, bath soap and body oils	74 / 385411 5/3/1993	1845309 7/19/1994	Use Due: 7/19/2000 Renewal Due: 7/19/2004	Registered
T016-A	BEAUTIFUL BATH	3	bath foam, shower and bath gels, body moisturizers, after-bath lotions, bath soap and body oils	78 / 911778 6/19/2006	3312341 10/16/2007	Use Due: 10/16/2013 Renewal Due: 10/16/2017	Registered

TRADEMARK

REEL: 003777 FRAME: 0937

US Trademark Status Report

Applicant	Mark	Class Number	Good / Services	Serial No.	Reg. Number	Use and new filing date	Status/Remarks
180	UB E YOUR BBS RE LE LU P	03	personal care products, namely, baby bath, shower body and wash bottles	8149 7/00 9821 2/	265726 1/200 2/32	Registered	
190	YOU	03	personal care products, namely, baby bath, shower body and wash bottles	81491	27267	Registered	
	BUTTER	03	confectionery, namely, butter	7/00 821 62/	1/20 232	Registered	
	LK R	03	confectionery, namely, lollypop	622607	219363	Registered	
	E	03	confectionery, namely, lollypop	7/00 7942 6/	720 527/	Registered	
	YSI	03	confectionery, namely, lollypop	622607	219363	Registered	
	LIPAT	03	confectionery, namely, lollypop	7/00 7942 6/	720 527/	Registered	
	P	03	confectionery, namely, lollypop	622607	219363	Registered	
	DFM	03	confectionery, namely, lollypop	7/00 7942 6/	720 527/	Registered	
	ES RE D I	03	confectionery, namely, lollypop	622607	219363	Registered	
	PE LS	03	confectionery, namely, lollypop	7/00 7942 6/	720 527/	Registered	

TRADEMARK

Applicant No.	Mark	Class Number	Good / Services	Serial No.	Reg. Number	Use and Renewal Dates	Status/Remarks
23	PH BEAUTY LAB, LC	03	Beauty Salon Services	6/225	259569	7/21/00	Registered
24	VENUS ILK	03	Beauty Salon Services	7/152-0	7/200	7/16/02	Registered
25	ANEM	03	Beauty Salon Services	2/3/			Registered
26	AN & EGS	03	Beauty Salon Services	7/28/99	11108	7/19/02	Registered
27	ANEM	03	Beauty Salon Services	7/28/99	11108	7/19/02	Registered
28	ANEM	03	Beauty Salon Services	7/28/99	11108	7/19/02	Registered

TRADEMARK

REEL: 003777 FRAME: 0939

Page 4

28
31
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US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T027	FU-FU FOAM	003	personal care products, namely body lotion	76 / 259400 5/21/2001	2697192 3/18/2003	Use Due: 3/18/2009 Renewal Due: 3/18/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T028	GET SHEERIOUS	003	personal care products, namely facial cleanser, facial scrub and facial masque	76 / 179402 12/13/2000	2644063 10/29/2002	Use Due: 10/29/2008 Renewal Due: 10/29/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T031	GLISTEN UP	003	hair care preparations, namely, hair shampoo, hair conditioner, hair gel, hair spritzer, hair spray, and hair mousse	76 / 422605 6/19/2002	3037056 1/3/2006	Use Due: 1/3/2012 Renewal Due: 1/3/2016	Registered
T032	GLOW BARE	003	personal care products, namely, skin moisturizers, hand and body lotion; bath and toilet soap; non-medicated bath salts; shower bath gel; hand and body lotion; toiletries, namely, body talc, bath foam, and bubble bath; non-medicated alpha-hydroxyl based skin preparations; facial and body scrubs; facial masks, skin toning preparations; skin exfoliants; skin cleaning preparations; body oils; body cremes; body mists; lip gloss; non-medicated lip balm; pumice stones for	76 / 209653 2/14/2001	2615942 9/3/2002	Use Due: 9/3/2008 Renewal Due: 9/3/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag

US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T033	GLOW GET IT	003	skin cleansing preparations	76 / 150301 10/20/2000	2640580 10/22/2002	Use Due: 10/22/2008 Renewal Due: 10/22/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T034	GLOWING PLACES	003	shower scrubs	76 / 150319 10/20/2000	2613357 8/27/2002	Use Due: 8/27/2008 Renewal Due: 8/27/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T035	GOTTA GLOW	003	personal care products, namely body moisturizers and lotions	76 / 223607 3/13/2001	2636942 10/15/2002	Use Due: 10/15/2008 Renewal Due: 10/15/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T036	IN THE THICK OF IT	003	hair shampoo, hair conditioner and hair care preparations	76 / 151113 10/23/2000	2599088 7/23/2002	Use Due: 7/23/2008 Renewal Due: 7/23/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T037	JUST DANDY	003	personal care products, namely body lotion, hand lotion and skin moisturizers	78 / 071492 6/28/2001	2675699 1/14/2003	Use Due: 1/14/2009 Renewal Due: 1/14/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag

US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T038	OOH LA LOOFAH	003	personal care products, namely, body exfoliators	76 / 259424 5/21/2001	2552517 3/26/2002	Use Due: 3/26/2008 Renewal Due: 3/26/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T040	PEACE AT HAND	003	personal care products, namely hand and nail lotion	76 / 183305 12/19/2000	2678818 1/21/2003	Use Due: 1/21/2009 Renewal Due: 1/21/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T041	PEACE MAKER	003	body and hand exfoliant	78 / 184143 11/12/2002	2761969 9/9/2003	Use Due: 9/9/2009 Renewal Due: 9/9/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T042	PEACE OF HEAVEN	003	body butter	78 / 184259 11/12/2002	2761972 9/9/2003	Use Due: 9/9/2009 Renewal Due: 9/9/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T043	PEACE TREATY	003	bath foams	76 / 151111 10/23/2000	2613359 8/27/2002	Use Due: 8/27/2008 Renewal Due: 8/27/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag

US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T046	SHEER WONDERFUL	003	body wash	76 / 150316 10/20/2000	2586478 6/25/2002	Use Due: 6/25/2008 Renewal Due: 6/25/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T047	SHIMMER CHIC	003	personal care products, namely body talc	76 / 259423 5/21/2001	2552516 3/26/2002	Use Due: 3/26/2008 Renewal Due: 3/26/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T048	SILK A PEEL	003	personal care products, namely facial masques, facial scrub and facial cleanser	76 / 422606 6/19/2002	2721029 6/3/2003	Use Due: 6/3/2009 Renewal Due: 6/3/2013	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T049	FREEMAN BEAUTIFUL SKIN	003	skin care products; namely, facial cleansers, cleansing milks, body and facial scrubs, skin moisturizers, skin creams and masques	74 / 478120 1/10/1994	1872177 1/10/1995	Use Due: 1/10/2001 Renewal Due: 1/10/2015	Registered; Renewed
T052	SILK CLEAN PIE	003	personal care products, namely, shower cream, body wash, skin lotion, hair lotion, bath gel, styling gel, body spray	76 / 164558 11/14/2000	2664190 12/17/2002	Use Due: 12/17/2008 Renewal Due: 12/14/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag

US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T053	SILK ME OVER	003	personal care products, namely, hand and body lotions, shower cream, body wash	76 / 178014 12/11/2000	2552271 3/26/2002	Use Due: 3/26/2008 Renewal Due: 3/26/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T054	SILKEN TREASURE	003	personal care products, namely, shower cream, body wash, body scrubs, skin lotion, hair lotion, bath gel, styling gel, body spray	76 / 178018 12/11/2000	2664226 12/17/2002	Use Due: 12/17/2008 Renewal Due: 12/17/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T055	SMOOTH DAYS AHEAD	003	personal care products, namely, hair care preparations, namely, hair shampoo, hair conditioner, hair gel, hair spritzer, hair spray and hair mousse	76 / 198373 1/24/2001	2589821 7/2/2002	Use Due: 7/2/2008 Renewal Due: 7/2/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T056	SMOOTHER THAN LATER	003	bath foam	76 / 150317 10/20/2000	2636703 10/15/2002	Use Due: 10/15/2008 Renewal Due: 10/15/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T057	SMOOTHERAPY	003	personal care products, namely body toner	76 / 182011 12/18/2000	2608184 8/13/2002	Use Due: 8/13/2008 Renewal Due: 8/13/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag

US Trademark Status Report

Matter No.	Mark:	Class Number	Goods/Services	Serial No. Filing Date	Reg. Number Reg. Date	Use and Renewal Dates	Status/Remarks
T059	THE SMOOTH FAIRY	003	personal care products, namely body scrub	76 / 182207 12/18/2000	2608185 8/13/2002	Use Due: 8/13/2008 Renewal Due: 8/13/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T060	THE SWEETEST THING	003	personal care products, namely exfoliators, body scrubs, body polish	78 / 071494 6/28/2001	2667331 12/24/2002	Use Due: 12/24/2008 Renewal Due: 12/24/2012	Registered Take no further action per Mark Freeman 4/19/04 - Ag
T062	TRULY MADLY DEEPLY	003	personal care products, namely hair preparations	76 / 186406 12/26/2000		Use Due: Pending Renewal Due:	Take no further action per Mark Freeman 4/19/04 - Ag
T066	FREEMAN BARE HANDS	003	skin care products namely skin cleanser, cleansing milk, body scrubs, skin moisturizers, skin creams, skin lotions, hydrating creams	78 / 477975 9/2/2004	3143193 9/12/2006	Use Due: 9/12/2012 Renewal Due: 9/12/2016	Registered
T068	PURE COLOR FRESH	3	hair care products	78 / 573151 2/23/2005		Use Due: Pending Renewal Due:	
T069	BIOBALANCE	3	hair care products	77 / 188715 5/23/2007		Use Due: Pending Renewal Due:	

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

In connection with the purchase of Debtor's assets from Dial Corp., Dial retained a license to use the Freeman name on toiletries for sale to the hotel industry.