

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
Nicene Brands I, LLC		05/16/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Modern Bank, N.A.
Street Address:	667 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10021
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0539215	LILT
Registration Number:	1002353	NATURES FAMILY
Registration Number:	1119493	PORCELANA
Registration Number:	0959534	TOPOL
Registration Number:	3104046	NATURES FAMILY
Serial Number:	77182705	PORCELANA
Registration Number:	2177298	DYNAFRESH
Serial Number:	77030101	VITALYTEN
Serial Number:	77130046	ANTI-STAIN EXPERT

CORRESPONDENCE DATA

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: iptm@armstrongteasdale.com
 Correspondent Name: Meredith P. Gammill

CH \$240.00 0539215

Address Line 1: One Metropolitan Square
Address Line 2: Suite 2600
Address Line 4: St. Louis, MISSOURI 63102-2740

ATTORNEY DOCKET NUMBER:	28324-1
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	05/16/2008

Total Attachments: 6

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MEMORANDUM OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Memorandum is dated as of May /6, 2008 between Nicene Brands I, LLC, a limited liability company organized under the laws of the state of Delaware (the "Property Owner"), having a place of business at 2200 Westport Drive, Suite 213, St. Louis, MO 63146, Porcelana, LLC, a limited liability company organized under the laws of the state of Delaware (collectively with the Property Owner, the "Obligors"), and Modern Bank, N. A. (the "Secured Party") as Bank under the Continuing General Security Agreement dated as of May /6, 2008 (the "Security Agreement"), as from time to time in effect, between the Obligors and the Secured Party. The Secured Party has a place of business at 667 Madison Avenue, New York, NY 10021.

1. The Property Owner hereby grants to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A, attached hereto and made a part hereof, in the name of the Property Owner, together with any registrations thereof and good will symbolized thereby, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) (collectively, the "Collateral").
2. The Property Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute the applications (although no representation or warranty is made that such applications will ultimately issue) and pursue actions against unconsented use or infringement thereof. The Property Owner has the capacity to grant to the Secured Party the security interests granted hereunder.
3. In case an Event of Default (as defined in the Security Agreement) shall occur and be continuing, the Secured Party may foreclose upon the security interest granted herein, thereby gaining full title to the Collateral.
4. Upon termination of Security Agreement by the performance of the Obligations (as defined in the Security Agreement) by the Obligors, the security interest granted to Secured Party herein to the Collateral shall immediately terminate, and the Secured Party shall promptly record an appropriate release of the security interest with the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office and the Mexican Institute of Intellectual Property.

The Property Owner and the Secured Party have executed this Memorandum effective as of the date first above written, and agree that this Memorandum may be recorded with the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office and the Mexican Institute of Intellectual Property.

Property Owner:

Secured Party:

Nicene Brands I, LLC

Modern Bank, N. A.

By [Signature]
Name:
Title:

By _____
Name:
Title:

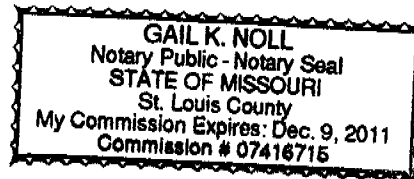
Corporate Acknowledgement – Nicene Brands I, LLC

STATE OF _____)
)ss.
COUNTY OF _____)

On this 16 day of MAY, 2008 before me, a notary public in and for said county, appeared SANJIV TEELOCK, who is personally known to me to be the PRESIDENT / CFO of Nicene Brands I, LLC, who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Nicene Brands I, LLC.

[Signature]
Notary Public

My commission expires: _____



Corporate Acknowledgement – Modern Bank, N.A.

STATE OF _____)
)ss.
COUNTY OF _____)

On this ___ day of May, 2008 before me, a notary public in and for said county, appeared _____, who is personally known to me to be the _____ of Modern Bank N.A., who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Modern Bank, N.A.

Notary Public

My commission expires: _____


Property Owner:

Secured Party:

Nicene Brands I, LLC

Modern Bank, N. A.

By _____
Name:
Title:

By 
Name: LEWIS J. GOVERMAN
Title: Chief Credit Officer

Corporate Acknowledgement – Nicene Brands I, LLC

STATE OF _____)

)ss.

COUNTY OF _____)

On this ___ day of _____, 2008 before me, a notary public in and for said county, appeared _____, who is personally known to me to be the _____ of Nicene Brands I, LLC, who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Nicene Brands I, LLC.

Notary Public

My commission expires: _____

Corporate Acknowledgement – Modern Bank, N.A.

STATE OF NEW YORK)

)ss.

COUNTY OF NEW YORK)

On this 16 day of May, 2008 before me, a notary public in and for said county, appeared Lewis Goverman, who is personally known to me to be the Chief Credit Officer of Modern Bank N.A., who subscribed to the foregoing instrument and acknowledged that the execution of said instrument was a free and voluntary act on behalf and with full authority of Modern Bank, N.A.



Notary Public

My commission expires: 8/20/2011

MABEL ALVAREZ
NOTARY PUBLIC, State of New York
No. 01AL6173053
Qualified in New York County
Commission Expires August 20, 2011

EXHIBIT A-1

United States Trademarks

Trademark	Country	Appl.No.	Appl.Date	Reg.No.	Reg.Date	Renewal Date	Goods
LILT (Stylized)*	United States	71/560500	6/30/1948	0539215	3/13/1951	3/13/2011	3: Home permanent waving kit consisting of [curlers,] cold wave waving lotion, and neutralizer powder in permanet waving of the hair
NATURE'S FAMILY (Stylized)**	United States	72/465595	8/14/1973	1002353	1/21/1975	1/21/2015	3: Skin oils
PORCELANA	United States	73/091120	6/21/1976	1119493	6/5/1979	6/5/2009	5: Medicated complexion cream
TOPOL	United States	72/421734	4/18/1972	0959534	5/22/1973	5/22/2013	3: Tooth polish
NATURE'S FAMILY**	United States	78/668600	7/12/2005	3104046	6/13/2006	6/13/2016	03: shower gels and bubble baths
PORCELANA	United States	77/182705	5/16/2007				03: Non-medicated skin care preparations
DYNAFRESH	United States	75/124468	6/24/1996	2177298	7/28/1998	7/28/2008	03: Tooth whitening preparations containing ingredients for malodor neutralization and breath freshening
VITALYTEN	United States	77/0030101	10/26/2006				03: Non-medicated skin care preparations
ANTI-STAIN EXPERT	United States	77/130046	3/13/2007				03: Tooth paste, tooth whitening preparations

EXHIBIT A-2

Canadian Trademarks

Trademark	Country	Appl.No.	Appl.Date	Reg.No.	Reg.Date	Renewal Date	Goods
ANTI-STAIN EXPERT	Canada	1339432	3/15/2007	TMA706621	2/6/2008	2/5/2023	Tooth paste and tooth whitening preparations.
DYNAFRESH	Canada	1339433	3/15/2007				03: Tooth whitening preparations
TOPOL	Canada	0352423	4/20/1972	TMA188606	2/16/1973	2/16/2018	: Tooth polish

EXHIBIT A-2

Mexican Trademarks

Trademark	Country	Appl.No.	Appl.Date	Reg.No.	Reg.Date	Renewal Date	Goods
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NATURES FAMILY and Design	Mexico	80073	1/26/1990	411854	4/29/1992	1/26/2010	3: Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices, specially hair care and skain care products 3: Home permanent waving kit consisting of [curlers,] cold wave waving lotion, and neutralizer powder in permanent waving of the hair
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