

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
CM Equitium, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium California, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium Florida, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium Georgia, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium IP, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium New York, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium North Carolina, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
CM Equitium Operating Company, LLC		09/12/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Caswell-Massey Holdings Corporation
Street Address:	c/o BMD Management Company
Internal Address:	50 E. Sample Road, Suite 400
City:	Pompano Beach
State/Country:	FLORIDA
Postal Code:	33064
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1924989	CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752
Registration Number:	2639888	DR. HUNTER'S ORIGINAL REMEDIES

CH \$315.00 1924989

Registration Number:	2007234	ELIXIR OF LOVE
Registration Number:	2289596	FAIR OF FACE
Registration Number:	2873432	GIFTS OF THE SEA
Registration Number:	3202469	GIFTS OF THE SEA
Registration Number:	2189681	HOT PATCHOULI
Registration Number:	1924983	NUMBER SIX
Registration Number:	2243268	SECRETS WORTH KNOWING
Registration Number:	2549108	THE FRAGRANT WORLD OF CASWELL-MASSEY
Registration Number:	1127138	THE FRAGRANT WORLD OF CASWELL-MASSEY
Registration Number:	2353729	TRICORN

CORRESPONDENCE DATA

Fax Number: (215)655-2183
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jacob.bishop@dechert.com, ian.musselman@dechert.com
 Correspondent Name: Jacob Bishop
 Address Line 1: Cira Center, 2929 Arch Street
 Address Line 2: Dechert LLP
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	352228
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	01/29/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of September, 2007, by and among CM Equitium, LLC, a Delaware limited liability company, CM Equitium California, LLC, a Delaware limited liability company, CM Equitium Florida, LLC, a Delaware limited liability company, CM Equitium Georgia, LLC, a Delaware limited liability company, CM Equitium IP, LLC, a Delaware limited liability company, CM Equitium New York, LLC, a Delaware limited liability company, CM Equitium North Carolina, LLC, a Delaware limited liability company, CM Equitium Operating Company, LLC, a Delaware limited liability company, and those additional entities that hereafter become parties hereto by executing the form of Supplement attached thereto as Annex 1 (each a "Grantor" and collectively, the "Grantors"), Caswell-Massey Holdings Corporation, a Delaware corporation, individually and in its capacity as representative (together with its successors and assigns, the "Collateral Agent") for (i) the Sellers and (ii) Noteholders.

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 12, 2007 (the "Purchase Agreement"), by and among CMIP Holdings, Inc., a Delaware corporation, Caswell-Massey Co., Ltd., a New York corporation, Caswell-Massey of Georgetown, Inc., a corporation organized under the laws of the District of Columbia, Caswell-Massey of Newport Beach, Inc., a California corporation, Caswell-Massey of Pittsburgh, Inc., a Pennsylvania corporation, Caswell-Massey of Plainsboro, Inc., a New Jersey corporation, Caswell-Massey of Boston, Inc., a Massachusetts corporation (collectively, the "Sellers"), the Collateral Agent and the Grantors, the Sellers and the Collateral Agent are willing to accept from the Grantors that certain Secured Promissory Note of even date herewith (the "Secured Promissory Note") as part of the purchase price for the transactions contemplated by the Purchase Agreement;

WHEREAS, the Sellers and the Collateral Agent are willing to accept from the Grantors the Secured Promissory Note as part of the purchase price for the transactions contemplated by the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Seller Group, that certain Security Agreement, dated as of September 12, 2007, among the Grantors and the Collateral Agent (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Seller Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, (i) for the benefit of the Noteholders, a continuing first priority security interest in and (ii) for the benefit of the Sellers, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those registrations and/or applications referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Seller Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights in or to any additional trademark applications or registrations, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such additional trademark applications or registrations. Without limiting such Grantor's obligations under this Section 4, such Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate

counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

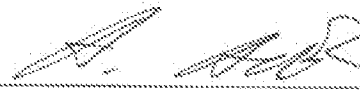
[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

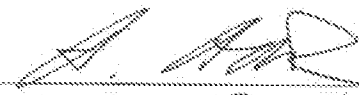
CM EQUITIUM, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President

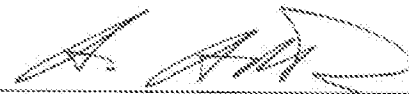
CM EQUITIUM CALIFORNIA, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President


CM EQUITIUM FLORIDA, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President


CM EQUITIUM GEORGIA, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President


CM EQUITIUM IP, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President


CM EQUITIUM NEW YORK, LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President

CM EQUITIUM NORTH CAROLINA, LLC,
a Delaware limited liability company

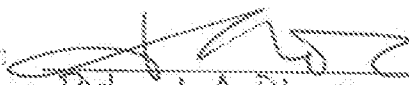
By: 
Name: AMIR R. AMIR
Title: President

CM EQUITIUM OPERATING COMPANY,
LLC,
a Delaware limited liability company

By: 
Name: AMIR R. AMIR
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CASWELL-MASSEY HOLDINGS
CORPORATION, as Collateral Agent

By: 
Name: Richard A. Bloom
Title: Secretary

TRADEMARK
REEL: 003926 FRAME: 0835

Trademark	Country	Appl. Registration No.	Renewal/Expiration Date
CASWELL-MASSEY	Australia	388882	18-Mar-14
CASWELL-MASSEY	Austria	111953	7-Mar-16
CASWELL-MASSEY	Belgium	414306	11-Sep-15
CASWELL-MASSEY	Brazil	817905227	28-Sep-09
CASWELL-MASSEY	Canada	459685	21-Jun-11
CASWELL-MASSEY	Canada	327721	22-May-17
CASWELL-MASSEY	Chile	477192	17-Jan-17
CASWELL-MASSEY	China (Peoples Republic)	722238	26-Dec-14
CASWELL-MASSEY	Colombia	236865	11-May-11
CASWELL-MASSEY	Denmark	VR198702929	25-Sep-17
CASWELL-MASSEY	Egypt	91692	24-Jul-14
CASWELL-MASSEY	El Salvador	329663-66	6-Sep-09
CASWELL-MASSEY	France	93472798	18-Jun-13
CASWELL-MASSEY	Germany	2 098 449	23-Jun-14
CASWELL-MASSEY	Germany	1073516	4-Nov-12
CASWELL-MASSEY	Greece	80975	4-Nov-15
CASWELL-MASSEY	Hong Kong	B01855	28-Apr-14
CASWELL-MASSEY	India	795747	20-Mar-08
CASWELL-MASSEY	Indonesia	389634	15-Sep-17
CASWELL-MASSEY	Ireland	122896	19-Sep-15
CASWELL-MASSEY	Israel	61823	19-Sep-20
CASWELL-MASSEY	Italy	446351	12-Sep-15
CASWELL-MASSEY	Japan	1859459	23-Apr-16
CASWELL-MASSEY	Jordan	61313	26-Feb-11
CASWELL-MASSEY	Jordan	61314	26-Feb-11
CASWELL-MASSEY	Korea, Republic of	40-0140080	23-Mar-16
CASWELL-MASSEY	Korea, Republic of	357885	14-Mar-17
CASWELL-MASSEY	Kuwait	35554	24-Sep-16
CASWELL-MASSEY	Latvia	M43538	20-Mar-08

Trademark	Country	Appln./Registration No.	Next Renewal/Expiration Date
CASWELL-MASSEY	Malaysia	95700559	18-Jan-12
CASWELL-MASSEY	Mexico	486696	13-Jul-04
CASWELL-MASSEY	New Zealand	161036	16-Sep-16
CASWELL-MASSEY	Norway	127571	15-Jan-17
CASWELL-MASSEY	Philippines	41995099996	1-Jul-23
CASWELL-MASSEY	Portugal	327874	30-Nov-11
CASWELL-MASSEY	Portugal	232247	8-May-12
CASWELL-MASSEY	Puerto Rico	37663	13-Feb-17
CASWELL-MASSEY	Russian Federation	138401	21-May-16
CASWELL-MASSEY	Saudi Arabia	367077	22-May-14
CASWELL-MASSEY	Singapore	B10479/94	2-Dec-14
CASWELL-MASSEY	Switzerland	342353	19-Jun-15
CASWELL-MASSEY	Taiwan	349313	16-Dec-16
CASWELL-MASSEY	Taiwan	351183	1-Jun-17
CASWELL-MASSEY	Thailand	KOR109985	11-Jun-16
CASWELL-MASSEY	Turkey	166398	1-Dec-15
CASWELL-MASSEY	United Arab Emirates	166398	7-Aug-16
CASWELL-MASSEY	United Kingdom	1180907	27-Aug-13
CASWELL-MASSEY	United States of America	1119488	5-Jan-02
CASWELL-MASSEY	United States of America	1303236	30-Oct-14
CASWELL-MASSEY & Design	China (Peoples Republic)	723274	5-Jan-15
CASWELL-MASSEY AMERICAS OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752	Hong Kong	951B01834	28-Apr-14
CASWELL-MASSEY AMERICAS OLDEST CHEMISTS AND PERFUMERS ESTABLISHED 1752	United States of America	1924989	10-Oct-15
CASWELL-MASSEY II & Design	China (Peoples Republic)	723256	5-Jan-15
CASWELL-MASSEY NEWPORT	United Kingdom	1241258	3-May-16
CASWELL-MASSEY NUMBER SIX	United Kingdom	1238317	21-Mar-16
DR. HUNTERS	United States of America	2244845	11-May-09

Trademark	Country	Appn. Registration No.	Next Renewal/Expiration Date
DR. HUNTERS ORIGINAL REMEDIES	United States of America	2639888	22-Oct-12
ELIXIR OF LOVE	United States of America	2007234	8-Oct-10
FAIR OF FACE	United States of America	2289396	26-Oct-09
GIFTS OF THE SEA	United States of America	2873432	17-Aug-14
GIFTS OF THE SEA	United States of America	3202489	23-Jan-17
HOT PATCHOOLI	United States of America	2189681	15-Sep-08
NUMBER SIX	United States of America	1924983	10-Oct-15
PERIODON	United Kingdom	1305037	25-Mar-08
SECRETS WORTH KNOWING	United States of America	2243268	4-May-09
THE FRAGRANT WORLD OF CASWELL-MASSEY &	United States of America	2549108	19-Mar-12
Design			
THE FRAGRANT WORLD OF CASWELL-MASSEY &	United States of America	1127138	27-Nov-09
Design			
TRICOEN	United States of America	2353729	30-May-10