

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEB USA, Inc.		04/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lloyds TSB Bank plc
Street Address:	33 Old Broad Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1HZ
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2465191	AERO
Registration Number:	2235884	AERO
Registration Number:	2862964	DEB
Registration Number:	3163730	DEBMED
Registration Number:	2586176	DEB SBS
Registration Number:	1749753	DEBUS
Registration Number:	1407271	DEBUS
Registration Number:	1846102	DEFLECT
Registration Number:	2778300	DERMIGIENE
Registration Number:	1412884	ENSUITE
Registration Number:	2417454	EPI SAN
Registration Number:	1320281	HYPOR
Registration Number:	2991543	HYPOR
Registration Number:	1439731	POLYGRIT

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Registration Number:	2621918	POWER PRO
Registration Number:	2055988	PROLINE
Registration Number:	2228721	PROPOR
Registration Number:	1825730	SANITANE
Registration Number:	827017	SBS
Registration Number:	1843430	SBS ORANGE
Registration Number:	2886815	SBS PROTECT
Registration Number:	2417455	SCRUB PRO
Registration Number:	2572042	SKINCARE'S BEST SOLUTION
Registration Number:	1553398	SUPREGA
Registration Number:	2837568	TOUGH TOWELS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 359668-5

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 04/23/2010

Total Attachments: 7
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TRADEMARK

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, DEB USA, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Charterhouse (Delta) SPV 2 Limited (the "Parent") has entered into a Senior Multicurrency Term and Revolving Facilities Agreement, dated as of 12 March 2010, among, *inter alios*, the Parent, the subsidiaries listed therein as original borrowers and original guarantors (the "Subsidiaries"), Lloyds TSB Bank plc, HSBC Bank plc and ING Bank N.V., London Branch as mandated lead arrangers, the financial institutions listed therein as original lenders, Lloyds TSB Bank plc as the Agent (the "Facility Agent") and the Security Agent (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April [21], 2010 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and Lloyds TSB Bank plc, as collateral agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Trademark Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as

any Declared Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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.

This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 21st day of April, 2010.

DEB USA, INC.,
as Grantor

By: 
Name: RED BAKER
Title: DIRECTOR

Acknowledged:

LLOYDS TSB BANK PLC,
as Security Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement Supplement

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 21st day of April, 2010.

DEB USA, INC.,
as Grantor

By: _____
Name:
Title:

Acknowledged:

LLOYDS TSB BANK PLC,
as Security Agent

By: 
Name: ANDREW BUTT
Title: MANAGER, WLA

Signature Page to Trademark Security Agreement Supplement

TRADEMARK
REEL: 004191 FRAME: 0198

Schedule 1

Issued Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date) (dd/mm/yy)</u>
DEB USA Inc.	AERO	US	2,465,191	03.07.2001
DEB USA Inc.	AERO	US	2,235,884	30.03.1999
DEB USA Inc.	DEB	US	2,862,964	13.07.2004
DEB USA Inc.	DEBMED	US	3,163,730	24.11.2006
DEB USA Inc.	DEB SBS & Design	US	2,586,176	25.06.2002
DEB USA Inc.	DEBUS (Name)	US	1,749,753	02.02.1993
DEB USA Inc.	DEBUS (Logo)	US	1,407,271	02.09.1986
DEB USA Inc.	DEFLECT	US	1,846,102	19.07.1994
DEB USA Inc.	DERMIGIENE	US	2,778,300	28.10.2003
DEB USA Inc.	ENSUITE	US	1,412,884	14.10.1986
DEB USA Inc.	EPI SAN	US	2,417,454	02.01.2001
DEB USA Inc.	HYPOR	US	1,320,281	19.02.1985
DEB USA Inc.	HYPOR	US	2,991,543	06.09.2005
DEB USA Inc.	POLYGRIT	US	1,439,731	19.05.1987
DEB USA Inc.	POWER PRO	US	2,621,918	17.09.2002
DEB USA Inc.	PROLINE	US	2,055,988	22.04.1997
DEB USA Inc.	PROPOR	US	2,228,721	13.03.1998
DEB USA Inc.	SANITANE	US	1,825,730	08.03.1994
DEB USA Inc.	SBS	US	827,017	04.04.1967

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DEB USA Inc.	SBS ORANGE	US	1,843,430	05.07.1994
DEB USA Inc.	SBS PROTECT	US	2,886,815	21.09.2004
DEB USA Inc.	SCRUB PRO	US	2,417,455	03.01.2000
DEB USA Inc.	SKINCARE'S BEST SOLUTION	US	2,572,042	21.05.2002
DEB USA Inc.	SUPREGA	US	1,553,398	29.08.1989
DEB USA Inc.	TOUGH TOWELS	US	2,837,568	04.05.2004

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