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04-03-2000

U.S. Patent & TMO's/TM Mail Rpt D: #57

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

04-26-2000

RE



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101334452

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: _____
- License
- Nunc Pro Tunc Assignment
Effective Date: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Caswell-Massey Holdings Corporation

Sept. 17, 1999

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other: _____
- Citizenship / State of Incorporation / Organization: DE

Receiving Party

Mark if additional names of conveying parties attached

Name: American Capital Strategies, Ltd.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 2 Bethesda Metro Center

Address (line 2): 14th Floor

Address (line 3): Bethesda

MD

20814

City

State / Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other: _____
 - Citizenship / State of Incorporation / Organization: DE
- If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

04/26/2000 DNGUYEN 00000202 012510 75457677

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 450.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

TRADEMARK
REEL: 002059 FRAME: 0314

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Syreeta Anderson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1229-A

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: 22

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

75/457677; 75/076733

Registration Number(s)

2257205; 2186256; 2243268; 2189681; 2007234;
1924989; 1924983; 1832562; 1303226; 1239914;
1127138; 1119488; 1134397; 812677; 2244845;
37662; 37663

Number of Properties Enter the total number of properties involved: 19

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41) \$490.00

Method of Payment Enclosed Deposit Account

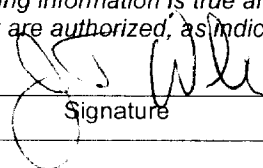
Deposit Account Number: 01-2510

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James T. Walsh, Esq.
Name of Person Signing


Signature

3/27/00
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION - PAGE 3
TRADEMARKS ONLY

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Caswell-Massey Co., Ltd.

Sept. 17, 1999

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: NY

Receiving Party

Mark if additional names of conveying parties attached

Name: _____

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

City

State / Country

Zip Code

Individual General Partnership Limited Partnership If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached

Corporation Association

Other: _____

Citizenship / State of Incorporation / Organization: _____

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

**COLLATERAL PATENT, TRADEMARK
COPYRIGHT, TRADE SECRET AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET AND LICENSE ASSIGNMENT ("Assignment") made as of September 17, 1999, by **CASWELL-MASSEY HOLDINGS CORPORATION**, a Delaware corporation (the "Company") and **CASWELL-MASSEY CO., LTD.**, a New York corporation (collectively, the "Assignors"), jointly and severally, in favor of **AMERICAN CAPITAL STRATEGIES, LTD.**, a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, as of even date herewith, the Assignors and the Assignee have entered into a Note and Equity Purchase Agreement (the "Note Agreement"), pursuant to which the Assignee has agreed to purchase (i) Senior Notes in the aggregate principal amount of \$2,200,000 and Senior Subordinated Notes in the aggregate principal amount of \$2,000,000 (collectively, the "Notes" and (ii) warrants to purchase 552,058 shares of Common Stock of the Company (the "Warrants"); and

WHEREAS, it is a condition to the effectiveness of the Note Agreement and any extensions of credit to or for the benefit of the Assignors thereunder that, among other things, Assignors execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Note Agreement.** The Note Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Note Agreement shall have the meanings ascribed to them therein.

2. **Collateral Assignment of Patents, Trademarks, Copyrights, Trade Secrets and Licenses.** To secure the complete and timely satisfaction of all of the obligations of the Loan Parties to Assignee under the Note Agreement, the Notes and all other documents, instruments and agreements delivered by the Loan Parties in connection therewith (collectively, the "Obligations"), each Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of such Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which any Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademarks and service marks listed on Schedule B-1 attached hereto and made a part hereof, and all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B-2 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which any Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which any Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all of Assignor's trade secrets, including, without limitation, all of Assignor's trade secrets with regard to the manufacture, distribution, marketing and sale of fragrances, soaps, shampoos, powders, lotions, formulas and other toiletries and cosmetics and (a) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (b) the right to sue for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world (all of the foregoing trade secrets, together with the items described in clauses (a) through (c), inclusive, with respect thereto in which the Assignors now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright

applications, together with the items described in clauses (a) through (d), inclusive, in which Assignors now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignors' rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks, Copyrights and Trade Secrets whether such Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

(collectively, the "Collateral") provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which any Assignor is a licensee (and any Patents, Marks, Copyrights and Trade Secrets currently licensed by others to any Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, each Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Each Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Note Agreement shall have been terminated, such Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement (including, without limitation entering into any license agreement) inconsistent with any Assignor's obligations under this Assignment, and each Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Each Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights, trade secrets or Licenses, without receiving the prior written consent of Assignee thereto.

4. **Certain Covenants, Representations and Warranties of Assignors.** Each Assignor, jointly and severally, covenants, represents and warrants (to the best of such Assignor's knowledge with respect to any Patents, Marks, Copyrights or Trade Secrets that are licensed by third parties to such Assignor) that: (i) the Patents, Marks, Copyrights, Trade Secrets and Licenses are subsisting, have not been adjudged invalid or

unenforceable in whole or in part, and, to the best of such Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights, Trade Secrets and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights, Trade Secrets and Licenses is valid and enforceable and no Assignor is aware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights, Trade Secrets or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights, Trade Secrets or Licenses; (iv) to the best of each Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights, Trade Secrets or Licenses constitutes an infringement; (v) an Assignor owns the entire right, title and interest in and to each of the Patents, Marks, Copyrights and Trade Secrets (other than those being licensed to any Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights and Trade Secrets described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by any Assignor pursuant to the applicable licenses listed on Schedule C and (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Loan Documents and (C) Liens and encumbrances in favor of the lender under the RLOC Agreement, which shall be subordinated to the rights of Assignee as and to the extent provided by the Intercreditor Agreement; (vi) the Patents, Marks and Copyrights, Trade Secrets and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which any Assignor has any right, title or interest; (vii) each Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) each Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks, Copyrights and Trade Secrets; and (ix) each Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights, Trade Secrets and Licenses.** If, before the Obligations shall have been satisfied in full and the Note Agreement shall have been terminated, any Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and each Assignor shall give to Assignee prompt written notice thereof. Each Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A, B-1 and B-2 and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of any Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Each Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights, Trade Secrets and Licenses as described above shall be worldwide (or in the case of the Patents, Marks, Copyrights and Trade Secrets licensed to any Assignor, such smaller geographic location if any is specified for such Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to any Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights, Trade Secrets and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Note Agreement.

7. **Grant of License to the Assignor.** Unless and until a Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to each Assignor (but only to the extent the same was lawfully granted to Assignee by any Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for such Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights and Trade Secrets, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for such Assignor's own benefit and account and for none other. Each Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignors in this Section 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignors, each Assignor's license with respect to the Patents, Marks, Copyrights, Trade Secrets and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to the Assignors of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights, Trade Secrets and Licenses, each Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by any Assignor under the Marks consistent with the quality of products now manufactured by or for any Assignor.

9. **Termination of the Assignor's Security Interest.** This Assignment is made for collateral purposes only. Unless sooner terminated in accordance with terms of the Purchase Agreement, upon satisfaction in full of the Obligations and termination of the Note Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights, Trade Secrets and Licenses shall automatically revert to Assignor. Assignee shall, at the Assignors' expense, execute and deliver to the Assignors all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in the Assignors all right, title and

interest in and to, the Patents, Marks, Copyrights, Trade Secrets and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. Duties of the Assignor. Each Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registrable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by such Assignor. No Assignor shall abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights, Trade Secrets and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, each Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and each Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between the Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances.** Each Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with the U.S. Patent and Trademark Office and U.S. Copyright Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights, Trade Secrets and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights, Trade Secrets and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse such Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights, Trade Secrets and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights, Trade Secrets and Licenses as Assignee deems in Good Faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights, Trade Secrets to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights, Trade Secrets or Licenses to any Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Note Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Note Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights, Trade Secrets or Licenses may be enforced. Each Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignors and their respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Bethesda, Maryland, and shall be governed by and construed in

accordance with the internal laws (as opposed to conflicts of law provisions) of Maryland.

19. **Notices.** All notices and other communications given to or made upon any party hereto in connection herewith shall, except as otherwise expressly herein provided, be in writing (including telecopy) and mailed via certified mail, delivered by guaranteed overnight delivery service, telecopied (with a confirming copy sent by another permitted delivery method) or delivered by hand to the respective parties, as follows:

to any of the Assignors:

Caswell-Massey Holdings Corporation
121 Fieldcrest Avenue
Edison, NJ 08837
Attention: Anne E. Robinson
Telecopy: (732) 225-2385

With a copy (which shall not constitute notice hereunder) to:

Gregory Shrock, Esq.
c/o Jerome Advisors, LLC
1270 Avenue of the Americas
Suite 2217
New York, NY 10020
Telecopy: (212) 218-6444

to Assignee:

American Capital Strategies, Ltd.
3 Bethesda Metro Center, Suite 860
Bethesda, Maryland 20814
Attn: President
Telecopy: (301) 654-6714

WITNESS the due execution of this Collateral Assignment as of the date first
above written.

**CASWELL-MASSEY HOLDINGS
CORPORATION**

By: Anne E Robinson
Name: Anne E Robinson
Title: President

CASWELL-MASSEY CO., LTD.

By: Anne E Robinson
Name: Anne E Robinson
Title: President

ACCEPTANCE

The undersigned, AMERICAN CAPITAL STRATEGIES, LTD., as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 17th day of September, 1999 in Bethesda, Maryland.

**AMERICAN CAPITAL
STRATEGIES, LTD.**

By: 
Malon Wilkus, Chairman and CEO

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B-1

TRADEMARKS AND SERVICE MARKS

Trademark Chart for Caswell-Massey



Federal Trademark Applications and Registrations

September 17, 1999

Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
PETALS & LACE	Caswell-Massey Co. Ltd.	Registered	Class 3: cosmetics and cleaning preparations, namely, bath gel, hand and body lotion, toilet soap, body talc, bath grains, perfume, cologne, toilet water, shaving lotion, after shave balms, depilatories, hair shampoos, cream hair rinses, after shave and skin moisturizer	75/497,708 Jun. 8, 1998	2,257,205 Jun. 29, 1999	---
PETALS & LACE	Caswell-Massey Co. Ltd.	Registered	Class 3: home fragrances, namely, room spray, scented drawer liners, fragranced and scented candles, drawer sachets, wardrobe reviver, closet sachets, potpourri and home fragrance oil	75/051,416 Jan. 31, 1996	2,186,256 Sept. 1, 1998	---
SECRETS WORTH KNOWING	Caswell-Massey Co. Ltd.	Registered	Class 3: line of apothecary products, namely non-medicated lip balm, castile soap, shampoo, bath gel, skin lotion, tooth powder, non-medicated foot cream, hand cream, mouth wash, shave cream	75/225,753 Jan. 14, 1997	2,243,268 May 4, 1999	---
HOT PATCHOULI	Caswell-Massey Co. Ltd.	Registered	Class 3: perfume, cologne, toilet water	75/082,177 Apr. 1, 1996	2,189,681 Sept. 15, 1998	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10,

Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
ELIXIR OF LOVE	Caswell-Massey Co. Ltd.	Registered	Class 3: cosmetics and cleaning preparations, namely bath gel, hand and body lotion, toilet soap, body talc, bath grains, perfume, cologne, toilet water, shaving lotion, after shave balms, depilatories, shampoos, cream rinses, after shave and moisturizer	74/673,234 May 10, 1995	2,007,234 Oct. 8, 1996	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997

Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
	Caswell-Massey Co. Ltd.	Registered	Class 3: cosmetics and cleaning preparations, namely bath gel, hand and body lotion, toilet soap, body talc, bath grains, perfume, cologne, toilet water, shaving lotion, after shave balms, depilatories, shampoos, cream rinses, aftershave and moisturizers	74/535,168 Jun. 9, 1994	1,924,989 Oct. 10, 1995	Security Agreement and Conditional Assignment with CIT Group/ Credit finance, Inc. on July 10, 1997
NUMBER SIX	Caswell-Massey Co. Ltd.	Registered	Class 42: retail gift and drug store services	74/498,756 Mar. 9, 1994	1,924,983 Oct. 10, 1995	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
	Caswell-Massey Co. Ltd.	Registered	Class 3: bath gel, hand and body lotion, toilet soap, body talc and bath grains	74/340,932 Dec. 17, 1992	1,832,562 Apr. 26, 1994	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Registered	Class 42: retail gift store and drugstore services	73/412,148 Feb. 3, 1983	1,303,226 Oct. 30, 1984	---
SQUARE DANCE	Caswell-Massey Co. Ltd.	Registered	Class 3: cologne, perfume, and potpourri	73/345,001 Jan. 8, 1982	1,239,914 May 31, 1983	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997

Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
	Caswell-Massey Co. Ltd.	Registered	Class 42: retail drugstore services	73/180,769 Aug. 3, 1978	1,127,138 Nov. 27, 1979	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Registered	Class 3: perfumes, colognes, toilet water, soap, and shampoo	73/179,624 Jul. 25, 1978	1,119,488 Jun. 5, 1979	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
RAINWATER	Caswell-Massey Co. Ltd.	Registered	Class 3: bath soap	73/177,859 Sept. 6, 1978	1,134,397 May 6, 1980	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
	Caswell-Massey Co. Ltd.	Renewed Aug. 9, 1986	Class 3: cologne and toilet water	72/227,558 Sept. 10, 1965	812,677 Aug. 9, 1966	Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
FAIR OF FACE	Caswell-Massey Co. Ltd.	Allowed Mar. 16, 1999	Class 3: face powder	75/457,677 Mar. 26, 1998	---	---
DR. HUNTER'S	CIT Group/ Credit Finance, Inc.	Registered	Class 3: line of apothecary products, namely, non-medicated lip balm, skin soap, hair shampoo, bath gel, skin lotion, tooth paste, foot cream, hand cream, mouth wash and shaving cream	75/076,734 Mar. 21, 1996	2,244,845 May 11, 1999	PTO mistakenly registered this mark to CIT. George Lewis is attempting to correct this error. Security Agreement and Conditional Assignment with CIT Group/ Credit Finance, Inc. on July 10, 1997
DR. HUNTER'S ORIGINAL REMEDIES	Caswell-Massey Co. Ltd.	Pending	Class 3: line of apothecary products, namely, non-medicated	75/076,733 Mar. 21, 1996	---	Security Agreement and Conditional Assignment

Mark	Owner	Status	Goods / Services	Serial Number Date Filed	Registration No. Date Registered	Notes
			lip balm, skin soap, hair shampoo, bath gel, skin lotion, tooth paste, foot cream, hand cream, mouth wash and shaving cream			with CIT Group/ Credit Finance, Inc. on July 10, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Registered (Puerto Rico)	<u>Class 42</u> : miscellaneous	---	37,662 May 31, 1998	---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Registered (Puerto Rico)	<u>Class 3</u> : cosmetics and cleaning preparations	---	37,663 Feb. 28, 1997	---

Foreign Trademark Application and Registrations

Mark	Owner	Country	Status	Class	Registration No. Date Registered
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Argentina	Registered	Class 3	1,552,288 Feb. 28, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Australia	Registered	Class 3	A388852 Mar. 18, 1983
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Austria	Registered	Class 3	111,953 Mar. 7, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Benelux	Registered	Class 3	414,306 Sept. 11, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Brazil	Approved		817,805,227 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Canada	Registered	Class 2	459,685 Jun. 21, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Canada	Registered	Class 2	507,185 May 22, 1987
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Chile	Registered	Class 3	477,192 Jan. 17, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	China	Registered	Class 3	722,238 Dec. 28, 1994
CASWELL-MASSEY & DEVICE	Caswell-Massey Co. Ltd.	China	Registered	Class 3	723,274 Jan. 7, 1995
CASWELL-MASSEY II & DEVICE	Caswell-Massey Co. Ltd.	China	Registered	Class 3	723,256 Jan. 7, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Colombia	Pending		---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Denmark	Registered	Class 3	2979/1987 Sept. 25, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Egypt	Pending		91,692 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	El Salvador	Published		N 011996004089 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	France	Registered	Class 3	93,472,798 Jun. 18, 1993
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Germany	Registered	Class 3	2,098,449 Aug. 18, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Great Britain	Registered	Class 3	B 1,180,907 Aug. 27, 1982
CASWELL-MASSEY - NEWPORT	Caswell-Massey Co. Ltd.	Great Britain	Registered	Class 3	B 1,241,258 May 3, 1985
NUMBER SIX	Caswell-Massey Co. Ltd.	Great Britain	Registered	Class 3	B 1,238,317 Mar. 21, 1985

Mark	Owner	Country	Status	Class	Registration No. Date Registered
PERIODON	Caswell-Massey Co. Ltd.	Great Britain	Registered	Class 21	1,305,027 Mar. 25, 1987
POLO CLUB BOUQUET	Caswell-Massey Co. Ltd.	Great Britain	Registered	Class 3, 4, 5, 8, 20, 21, 26, 29, 30	1,250,275 Sept. 13, 1992
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Greece	Registered	Class 3	80,975 Nov. 4, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Hong Kong	Registered	Class 3	501855 OF 1995 Apr. 28, 1993
CASWELL-MASSEY & DEVICE	Caswell-Massey Co. Ltd.	Hong Kong	Registered	Class 3	B01854 OF 1995 Apr. 28, 1993
CASWELL-MASSEY II & DEVICE	Caswell-Massey Co. Ltd.	Hong Kong	Registered	Class 3	B02853 OF 1995 Apr. 28, 1993
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	India	Pending		SN 795747 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Indonesia	Registered		REG 389,634 Jul. 8, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Ireland	Registered	Class 3	B 122890 Sept. 19, 1992
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Israel	Registered	Class 3	61873 Sept. 19, 1985
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Italy	Registered	Class 3	719,449 Sept. 12, 1985
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Japan	Registered	Class 4	1,859,459 Oct. 23, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Korea	Registered	Class 13: soap, shampoo and conditioner	357,885 Mar. 14, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Korea	Registered	Class 12: lotion, gel, talc, cologne, cream	340,080 May 23, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Kuwait	Pending		SN 34636 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Latvia	Pending		SN M-98-515 ---
CCASWELL-MASSEY	Caswell-Massey Co. Ltd.	Malaysia	Pending	Class 3	SER# 95/00559 ---
Mark	Owner	Country	Status	Class	Registration No. Date Registered
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Mexico	Registered	Class 3	486,696 Jul. 13, 1994
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	New Zealand	Registered	Class 3	161,026 Sept. 16, 1992
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Norway	Registered	Class 3	127,571 Jan. 15, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Philippines	Pending	Class 3	SER# 99996

	Ltd.					---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Portugal	Registered	<u>Class 3</u>		SN 327,874 Jun. 19, 1998
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Portugal	Registered	<u>Class 3</u>		232,247 Nov. 8, 1991
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Puerto Rico	Registered	<u>Class 42</u>		37,662 Aug. 6, 1997
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Russia	Registered	<u>Class 3</u>		158,401 May 21, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Saudi Arabia	Registered	<u>Class 3</u>		367/67 Jan. 17, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Singapore	Registered	<u>Class 3</u>		B/10479/94 Dec. 2, 1994
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Spain	Registered	<u>Class 3</u>		1,041,386 Jul. 20, 1984
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Sweden	Registered	<u>Class 3</u>		203,714 Dec. 19, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Switzerland	Registered	<u>Class 3</u>		342,353 Sept. 19, 1985
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Taiwan	Registered	<u>Class 6: perfumes, lotions etc.</u>		349,313 Dec. 16, 1996
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Taiwan	Registered	<u>Class 7: soaps, shampoos etc.</u>		351,183 Jan. 1, 1987
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Thailand	Pending			Appl. # 309774 ---
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	Turkey	Registered	<u>Class 3</u>		166,398 Dec. 1, 1995
CASWELL-MASSEY	Caswell-Massey Co. Ltd.	United Arab Emirates	Published			File no. 17691 ---

Internet Domain Names

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Title of Work	Registration Number	Date Registered
Caswell-Massey Company, Ltd., glycerine soap series	VA119603	December 29, 1982
Caswell-Massey Company, Ltd., garden soap collection (6 items)	VA105588	August 2, 1982
[Caswell-Massey Company, Limited, floral soap collection] : three cakes, 276 gr.	VA86184	October 26, 1981
Caswell-Massey apothecary catalogue....	TX841474	October 26, 1981
Caswell-Massey Company, Limited: apothecary catalogue	TX159750	November 15, 1978

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SCHEDULE C

LICENSES

None.