

11-08-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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** ☐ **License**
- ☒ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
Effective Date
Month Day Year
- ☐ **Merger**
- ☐ **Change of Name**
- ☐ **Other**

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership**
- ☒ **Corporation** ☐ **Association**
- ☐ **Other**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ **Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002169 FRAME: 0558

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

#

04

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

☐ Mark if additional numbers attachedEnter 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)

75937450

75937451

75937452

75937453

76021790

76036171

Number of Properties

Enter the total number of properties involved.

#

06

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 165.00

Method of Payment:

Enclosed ☐Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

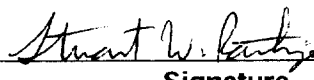
Yes ☐No ☐

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.

Stuart W. Rathje

Name of Person Signing



Signature

10-11-00

Date Signed

**AMENDMENT NO. 3 TO
PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE**

THIS AMENDMENT NO. 3 (this "Amendment") to that certain Patent, Trademark, Copyright and License Mortgage dated as of May 27, 1999 (the "Mortgage") made by The Lamaur Corporation ("Borrower") in favor of Congress Financial Corporation (Central) ("Lender") is made as of October 3, 2000.

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of May 27, 1999, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its Copyrights and Trademarks (each as defined in the Mortgage);

WHEREAS, the Mortgage was duly recorded in the United States Copyright Office on June 8, 1999, Volume 3435, Page Numbers 943-944.

WHEREAS, Borrower and Lender are parties to that certain Amendment No. 1 to Patent, Trademark, Copyright and License Mortgage dated January 19th, 2000 which was duly recorded in the United States Copyright Office on January 28, 2000, Volume 3440, Page Numbers 13-14.

WHEREAS, Borrower and Lender are parties to that certain Amendment No. 2 to Patent, Trademark, Copyright and License Mortgage dated April 28th, 2000 which was duly recorded in the United States Copyright Office on May 12, 2000, Volume 3448, Page Numbers 56-58.

WHEREAS, since the date of Borrower's execution of the Amendment No. 2, Borrower has informed the Lender of interests in certain additional Copyrights (the "New Copyrights") and Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 6 of the Mortgage, the parties agree to amend the Mortgage to confirm the inclusion of the New Copyrights and the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Mortgage as follows:

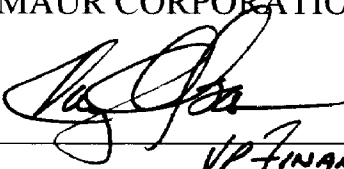
1. Trademarks. Exhibit B as referred to in the Mortgage shall be deemed to refer to Exhibit B as amended by the addition of the Trademarks listed on Exhibit B (Amendment No. 3) attached hereto.

2. Copyrights. Exhibit C as referred to in the Mortgage shall be deemed to refer to Exhibit C as previously amended and as amended by the addition of the New Copyrights listed on Exhibit C (Amendment No. 3) attached hereto.

3. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Mortgage shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

THE LAMAUR CORPORATION

By 
Its VP FINANCE

AGREED AND ACCEPTED
this 10 day of ~~August~~, 2000.
October

CONGRESS FINANCIAL CORPORATION
(CENTRAL)

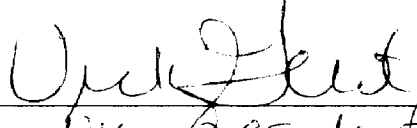
By 
Its Vice President

EXHIBIT B (AMENDMENT NO. 3)**Trademark Applications**

Trademark Name	Application No.	Filing Date
Gello	75/937,450	3/7/00
Lunatic Fringe	75/937,451	3/7/00
Overnight Express	75/937,452	3/7/00
Downtown Blonde	75/937,453	3/7/00
B INIOSE	76/021,790	4/10/00
Claire's	76/036,171	4/27/00

EXHIBIT D (AMENDMENT NO. 3)

Effective Date of Registration	Title of Work	Copyright Registration No.
5/27/99	2-13500 STYLE NATURAL REFLECTIONS® Clarifying Shampoo 12 oz.	VA 1-006-142
5/27/99	2-24501 STYLE® Rainwater Shampoo 24 oz.	TX 5-042-208
5/27/99	2-52501 STYLE® Rainwater Conditioner 24 oz.	TX 5-042-209
5/27/99	2-52301 STYLE® Extra Body Conditioner 24 oz.	TX 5-042-210
5/27/99	2-89991 STYLE® Super Hold Non-Aerosol Hair Spray 7 oz.	TX 5-050-388
5/27/99	2-63901 STYLE® Natural Hold Hair Spray 12 oz. (55% VOC)	TX 5-050-389
5/27/99	2-63601 STYLE® Unscented Super Hold Hair Spray 12 oz. (55% VOC)	TX 5-050-390