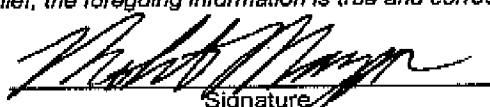


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): FOOTHILL CAPITAL CORPORATION <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State : Florida <input type="checkbox"/> Other: Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>CARSON PRODUCTS COMPANY</u> Internal Address: Street Address: <u>64 Ross Road</u> City: <u>Savannah</u> State: <u>Georgia</u> Zip: <u>31405</u> <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input checked="" type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Termination, Release and Indemnification Agreement</u> Execution Date: <u>12/8/1998</u>					
4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): <u>See attached list of properties</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s): <u>See attached list of properties</u>			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin A. Dugan, IP Paralegal</u> <u>Ropes & Gray LLP</u> Internal Address: <u>Atty. Dkt.: SGGP-005-003</u> Street Address: <u>One International Place</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>		6. Total Number of applications and registrations involved: <u>100</u> 7. Total fee (37 CFR 3.41) \$ <u>2,515.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature: <i>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.</i> <u>Robert A. Mazzaresse</u>  <u>12/31/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>12</u>					

CH \$2515.00 18-1945 73545699

1	Serial #: <u>71057686</u> Mark: LARIEUSE	Filing Dt: 07/17/1911	Reg #: <u>0084090</u>	Reg. Dt: 11/07/1911
2	Serial #: <u>71059730</u> Mark: CUTEX	Filing Dt: 11/15/1911	Reg #: <u>0086257</u>	Reg. Dt: 04/23/1912
3	Serial #: <u>71100998</u> Mark: CUTEX	Filing Dt: 01/27/1917	Reg #: <u>0117584</u>	Reg. Dt: 07/17/1917
4	Serial #: <u>71101946</u> Mark: CUTEX	Filing Dt: 03/06/1917	Reg #: <u>0117353</u>	Reg. Dt:
5	Serial #: <u>71112081</u> Mark: CUTEX	Filing Dt: 07/11/1918	Reg #: <u>0124134</u>	Reg. Dt: 01/14/1919
6	Serial #: <u>71112082</u> Mark: CUTEX	Filing Dt: 07/11/1918	Reg #: <u>0134458</u>	Reg. Dt: 08/31/1920
7	Serial #: <u>71127696</u> Mark: CUTEX	Filing Dt: 01/28/1920	Reg #: <u>0134518</u>	Reg. Dt: 09/07/1920
8	Serial #: <u>71127865</u> Mark: CUTEX	Filing Dt: 02/02/1920	Reg #: <u>0136882</u>	Reg. Dt: 11/09/1920
9	Serial #: <u>71130450</u> Mark: CUTEX	Filing Dt: 03/31/1920	Reg #: <u>0139040</u>	Reg. Dt: 01/18/1921
10	Serial #: <u>71133277</u> Mark: CUTEX	Filing Dt: 06/04/1920	Reg #: <u>0141420</u>	Reg. Dt: 04/19/1921
11	Serial #: <u>71136698</u> Mark: CUTEX	Filing Dt: 09/01/1920	Reg #: <u>0142973</u>	Reg. Dt: 05/24/1921
12	Serial #: <u>71141731</u> Mark: CUTEX	Filing Dt: 12/31/1920	Reg #: <u>0160323</u>	Reg. Dt: 10/17/1922
13	Serial #: <u>71512852</u> Mark: CUTEX	Filing Dt: 11/19/1946	Reg #: <u>0442549</u>	Reg. Dt: 04/26/1949
14	Serial #: <u>71531930</u> Mark: SHAVINE	Filing Dt: 08/20/1947	Reg #: <u>0500532</u>	Reg. Dt: 06/01/1948
15	Serial #: <u>71531931</u> Mark: MAGIC	Filing Dt: 08/20/1947	Reg #: <u>0510244</u>	Reg. Dt: 05/31/1949
16	Serial #: <u>71555170</u> Mark: DR. FRED PALMER SKIN WHITENER	Filing Dt: 04/21/1948	Reg #: <u>0549398</u>	Reg. Dt: 10/16/1951
17	Serial #: <u>71557963</u> Mark: SAYMAN	Filing Dt: 05/27/1948	Reg #: <u>0522623</u>	Reg. Dt: 03/21/1950
18	Serial #: <u>71557964</u> Mark: SAYMAN	Filing Dt: 05/27/1948	Reg #: <u>0521862</u>	Reg. Dt: 03/07/1950
19	Serial #: <u>71672414</u> Mark: GODEFROY'S	Filing Dt: 08/30/1954	Reg #: <u>0642137</u>	Reg. Dt: 02/26/1957

20	Serial #: <u>72134254</u> Mark: MAGIC	Filing Dt: 12/18/1961	Reg #: <u>0741715</u>	Reg. Dt: 12/04/1962
21	Serial #: <u>72135040</u> Mark: MAGIC	Filing Dt: 01/02/1962	Reg #: <u>0743120</u>	Reg. Dt: 01/01/1963
22	Serial #: <u>72189238</u> Mark: RED MAGIC	Filing Dt: 03/20/1964	Reg #: <u>0827969</u>	Reg. Dt: 04/25/1967
23	Serial #: <u>72245532</u> Mark: DR. FRED PALMER'S	Filing Dt: 05/13/1966	Reg #: <u>0828884</u>	Reg. Dt: 05/16/1967
24	Serial #: <u>72375189</u> Mark: GOLD MAGIC	Filing Dt: 11/04/1970	Reg #: <u>0926990</u>	Reg. Dt: 01/11/1972
25	Serial #: <u>72429232</u> Mark: DARK & LOVELY	Filing Dt: 07/06/1972	Reg #: <u>0963797</u>	Reg. Dt: 07/10/1973
26	Serial #: <u>72462038</u> Mark: CARSON	Filing Dt: 07/03/1973	Reg #: <u>0988772</u>	Reg. Dt: 07/23/1974
27	Serial #: <u>73081278</u> Mark: DARK & LOVELY	Filing Dt: 03/24/1976	Reg #: <u>1067043</u>	Reg. Dt: 06/07/1977
28	Serial #: <u>73146092</u> Mark: DARK & LOVELY	Filing Dt: 10/26/1977	Reg #: <u>1115486</u>	Reg. Dt:
29	Serial #: <u>73395103</u> Mark: DARK & LOVELY	Filing Dt: 09/30/1982	Reg #: <u>1301110</u>	Reg. Dt: 10/23/1984
30	Serial #: <u>73395710</u> Mark: DARK & LOVELY	Filing Dt: 09/30/1982	Reg #: <u>1332764</u>	Reg. Dt: 04/30/1985
31	Serial #: <u>73527461</u> Mark: DARK & LOVELY	Filing Dt: 03/18/1985	Reg #: <u>1394953</u>	Reg. Dt: 05/27/1986
32	Serial #: <u>73533110</u> Mark: DARK & LOVELY	Filing Dt: 04/19/1985	Reg #: <u>1393705</u>	Reg. Dt: 05/20/1986
33	Serial #: <u>73533239</u> Mark: DARK & LOVELY EXCELLE	Filing Dt: 04/22/1985	Reg #: <u>1364052</u>	Reg. Dt: 10/08/1985
34	Serial #: <u>73544137</u> Mark: CUTEX	Filing Dt: 06/20/1985	Reg #: <u>1375414</u>	Reg. Dt: 12/17/1985
35	Serial #: <u>73545599</u> Mark: NATURAL BEAUTY	Filing Dt: 07/01/1985	Reg #: NONE	Reg. Dt:
36	Serial #: <u>73555201</u> Mark: AQUATEX	Filing Dt: 08/26/1985	Reg #: <u>1392868</u>	Reg. Dt: 05/13/1986
37	Serial #: <u>73588963</u> Mark: EXCELLE	Filing Dt: 03/20/1986	Reg #: NONE	Reg. Dt:
38	Serial #: <u>73621085</u> Mark: PRE-CARE	Filing Dt: 09/22/1986	Reg #: <u>1445850</u>	Reg. Dt: 07/07/1987

39 **Serial #:** 73621456 **Filing Dt:** 09/22/1986 **Reg #:** 1457099 **Reg. Dt:** 09/15/1987
Mark: DARK & LOVELY PLUS

40 **Serial #:** 73641729 **Filing Dt:** 01/28/1987 **Reg #:** NONE **Reg. Dt:**
Mark: ENHANCE

41 **Serial #:** 73674152 **Filing Dt:** 07/24/1987 **Reg #:** 1478220 **Reg. Dt:** 03/01/1988
Mark: PENETREX

42 **Serial #:** 73705660 **Filing Dt:** 01/14/1988 **Reg #:** 1532545 **Reg. Dt:** 04/04/1989
Mark: DARK & LOVELY REVIVING COLORS

43 **Serial #:** 73721480 **Filing Dt:** 04/11/1988 **Reg #:** 1516142 **Reg. Dt:** 12/13/1988
Mark: LET'S JAM!

44 **Serial #:** 74148221 **Filing Dt:** 03/18/1991 **Reg #:** 1745029 **Reg. Dt:** 01/05/1993
Mark: DARK & NATURAL

45 **Serial #:** 74185593 **Filing Dt:** 07/16/1991 **Reg #:** 1746274 **Reg. Dt:** 01/12/1993
Mark: PUDDING

46 **Serial #:** 74200591 **Filing Dt:** 09/03/1991 **Reg #:** 1709650 **Reg. Dt:** 08/25/1992
Mark: COLOR QUICK

47 **Serial #:** 74203359 **Filing Dt:** 09/13/1991 **Reg #:** 1774595 **Reg. Dt:** 06/01/1993
Mark: HOT CREME

48 **Serial #:** 74214732 **Filing Dt:** 10/23/1991 **Reg #:** NONE **Reg. Dt:**
Mark: DARK & LOVELY COLOR CARE

49 **Serial #:** 74249891 **Filing Dt:** 02/28/1992 **Reg #:** 1794075 **Reg. Dt:** 09/21/1993
Mark: LIQUAJAM

50 **Serial #:** 74317026 **Filing Dt:** 09/25/1992 **Reg #:** 1802532 **Reg. Dt:** 11/02/1993
Mark: CUTEX COLOR SPLASH

51 **Serial #:** 74336282 **Filing Dt:** 11/17/1992 **Reg #:** 1838339 **Reg. Dt:** 05/31/1994
Mark: GET SMOOTH

52 **Serial #:** 74386736 **Filing Dt:** 05/05/1993 **Reg #:** NONE **Reg. Dt:**
Mark: PERFECTLY YOURS

53 **Serial #:** 74388247 **Filing Dt:** 05/10/1993 **Reg #:** NONE **Reg. Dt:**
Mark: STRAIGHT & HEALTHY

54 **Serial #:** 74390406 **Filing Dt:** 03/31/1993 **Reg #:** 1871795 **Reg. Dt:** 01/03/1995
Mark: MOISTURE JAM

55 **Serial #:** 74393766 **Filing Dt:** 05/24/1993 **Reg #:** 2021132 **Reg. Dt:** 12/03/1996
Mark: BEAUTIFUL BEGINNINGS

56 **Serial #:** 74464311 **Filing Dt:** 11/30/1993 **Reg #:** 1918671 **Reg. Dt:** 09/12/1995
Mark: PALMADE

57 **Serial #:** 74466424 **Filing Dt:** 12/07/1993 **Reg #:** 1864498 **Reg. Dt:** 11/29/1994
Mark: NO MISTAKE

58	Serial #: <u>74492314</u> Filing Dt: 02/22/1994 Reg #: <u>1926237</u> Reg. Dt: 10/10/1995 Mark: CUTEX COLOR SPLASH
59	Serial #: <u>74549598</u> Filing Dt: 07/12/1994 Reg #: <u>1970638</u> Reg. Dt: 04/23/1996 Mark: RICH & NATURAL
60	Serial #: <u>74584962</u> Filing Dt: 10/12/1994 Reg #: <u>2114430</u> Reg. Dt: 11/18/1997 Mark: PRO-JAM
61	Serial #: <u>74585865</u> Filing Dt: 10/14/1994 Reg #: <u>2065461</u> Reg. Dt: 05/27/1997 Mark: BRAID & SHINE
62	Serial #: <u>74588121</u> Filing Dt: 10/20/1994 Reg #: <u>2016204</u> Reg. Dt: 11/12/1996 Mark: CUTEX QUICK AND GENTLE
63	Serial #: <u>74618073</u> Filing Dt: 01/05/1995 Reg #: <u>2005138</u> Reg. Dt: 10/01/1996 Mark: DARK & LOVELY QUIK FREEZE
64	Serial #: <u>74625309</u> Filing Dt: 01/25/1995 Reg #: <u>2193962</u> Reg. Dt: 10/06/1998 Mark: PRO-MOISTURE
65	Serial #: <u>74626967</u> Filing Dt: 01/30/1995 Reg #: <u>2244794</u> Reg. Dt: 05/11/1999 Mark:
66	Serial #: <u>74631289</u> Filing Dt: 02/08/1995 Reg #: <u>2019805</u> Reg. Dt: 11/26/1996 Mark:
67	Serial #: <u>74719305</u> Filing Dt: 08/23/1995 Reg #: <u>2067823</u> Reg. Dt: 06/03/1997 Mark: REVIVING COLORS
68	Serial #: <u>74732699</u> Filing Dt: 09/22/1995 Reg #: <u>2008134</u> Reg. Dt: 10/15/1996 Mark: DARK & LOVELY COLOR CARE
69	Serial #: <u>75042408</u> Filing Dt: 01/05/1996 Reg #: <u>2089947</u> Reg. Dt: 08/19/1997 Mark: STRAIGHT & HEALTHY
70	Serial #: <u>75042651</u> Filing Dt: 01/05/1996 Reg #: <u>2026979</u> Reg. Dt: 12/31/1996 Mark: DL 2000
71	Serial #: <u>75063626</u> Filing Dt: 02/26/1996 Reg #: <u>2033838</u> Reg. Dt: 01/28/1997 Mark: COMFORT PLUS
72	Serial #: <u>75069125</u> Filing Dt: 03/07/1996 Reg #: <u>2035591</u> Reg. Dt: 02/04/1997 Mark: DARK & LOVELY ULTRA NOURISH
73	Serial #: <u>75071301</u> Filing Dt: 03/07/1996 Reg #: <u>2040359</u> Reg. Dt: 02/25/1997 Mark: DARK & LOVELY 24 HR THERAPY
74	Serial #: <u>75083699</u> Filing Dt: 04/04/1996 Reg #: <u>2035777</u> Reg. Dt: 02/04/1997 Mark: DARK & LOVELY RESTORE & REPAIR
75	Serial #: <u>75088708</u> Filing Dt: 04/10/1996 Reg #: <u>2096879</u> Reg. Dt: 09/16/1997 Mark: COLOR TALK
76	Serial #: <u>75187370</u> Filing Dt: 10/25/1996 Reg #: <u>2171855</u> Reg. Dt: 07/07/1998 Mark: SMARTSTART PRE-RELAXER MOISTURIZER

77	Serial #: <u>75187371</u> Mark: FAIL SAFE	Filing Dt: 10/25/1996	Reg #: NONE	Reg. Dt:
78	Serial #: <u>75191543</u> Mark: DARK & LOVELY GENTLE COLORS	Filing Dt: 10/28/1996	Reg #: NONE	Reg. Dt:
79	Serial #: <u>75191544</u> Mark: NEUTRALIZING & DECALCIFYING SHAMPOO WITH	Filing Dt: 10/28/1996	Reg #: <u>2257533</u>	Reg. Dt: 06/29/1999
80	Serial #: <u>75191545</u> Mark: NATURALLY SOFT	Filing Dt: 10/28/1996	Reg #: <u>2160979</u>	Reg. Dt: 05/26/1998
81	Serial #: <u>75191546</u> Mark: PERFECTMIX NO-LYE CONDITIONING RELAXER C	Filing Dt: 10/28/1996	Reg #: NONE	Reg. Dt:
82	Serial #: <u>75191547</u> Mark: PERFECTMIX CREME ACTIVATOR	Filing Dt: 10/28/1996	Reg #: <u>2196377</u>	Reg. Dt: 10/13/1998
83	Serial #: <u>75205799</u> Mark: 5-MINUTE RECONSTRUCTOR	Filing Dt: 11/29/1996	Reg #: NONE	Reg. Dt:
84	Serial #: <u>75205899</u> Mark: SILKY SENSATION	Filing Dt: 11/29/1996	Reg #: <u>2116198</u>	Reg. Dt: 11/25/1997
85	Serial #: <u>75232100</u> Mark: MOISTURESEAL LEAVE-IN CONDITIONING MIST	Filing Dt: 01/27/1997	Reg #: <u>2170966</u>	Reg. Dt: 07/07/1998
86	Serial #: <u>75232105</u> Mark: DARK & LOVELY EXCELLE SALON PERFORMANCE	Filing Dt: 01/27/1997	Reg #: <u>2263446</u>	Reg. Dt: 07/20/1999
87	Serial #: <u>75241014</u> Mark: DARK & LOVELY	Filing Dt: 02/11/1997	Reg #: <u>2241861</u>	Reg. Dt: 04/27/1999
88	Serial #: <u>75262930</u> Mark: CARSON COMPOSITIONS	Filing Dt: 03/24/1997	Reg #: <u>2197297</u>	Reg. Dt: 10/20/1998
89	Serial #: <u>75262932</u> Mark: WAVE RUNNER	Filing Dt: 03/24/1997	Reg #: <u>2239491</u>	Reg. Dt: 04/13/1999
90	Serial #: <u>75262933</u> Mark: CC	Filing Dt: 03/24/1997	Reg #: <u>2235028</u>	Reg. Dt: 03/23/1999
91	Serial #: <u>75282635</u> Mark: BEAUTIFUL BEGINNINGS	Filing Dt: 04/25/1997	Reg #: NONE	Reg. Dt:
92	Serial #: <u>75283082</u> Mark: BEAUTIFUL BEGINNINGS	Filing Dt: 04/28/1997	Reg #: <u>2153794</u>	Reg. Dt: 04/28/1998
93	Serial #: <u>75285125</u> Mark: MOCHA BROWN	Filing Dt: 05/01/1997	Reg #: <u>2209858</u>	Reg. Dt: 12/08/1998
94	Serial #: <u>75285126</u> Mark: DARK & LOVELY EXCELLE CONDITIONING MOIST	Filing Dt: 05/01/1997	Reg #: <u>2245021</u>	Reg. Dt: 05/11/1999
95	Serial #: <u>75289589</u>	Filing Dt: 05/09/1997	Reg #: NONE	Reg. Dt:

TRADEMARK

REEL: 002772 FRAME: 0548

TERMINATION, RELEASE AND INDEMNIFICATION AGREEMENT

TERMINATION, RELEASE AND INDEMNIFICATION AGREEMENT, dated as of December 8, 1998, by and between Foothill Capital Corporation, as agent (the "Agent") and CARSON PRODUCTS COMPANY, a Delaware corporation (the "Debtor").

WITNESSETH:

WHEREAS, pursuant to the Assignment Agreement, dated as of August 27, 1998 (the "Assignment Agreement"), among IVAX Corporation ("IVAX") and Madeleine L.L.C., DLJ Capital Funding, Inc. and Foothill Income Trust, L.P. (together with each such entity's successors and assigns, the "Creditors"), and the Agent, the Creditors purchased from IVAX, and IVAX sold to the Creditors, IVAX's right, title and interest in, to and under (i) the Credit Agreement, dated as of July 14, 1998 (as amended supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Debtor, Carson, Inc. and IVAX, and (ii) the other Credit Documents;

WHEREAS, the Creditors appointed the Agent, and the Agent accepted such appointment, as agent for the Creditors pursuant to the Agency Agreement, dated as of August 27, 1998 (together with the Assignment Agreement, the Credit Agreement and the other Credit Documents, the "Loan Documents"), among the Creditors and the Agent; and

WHEREAS, the Obligations (as defined in the Credit Agreement) of the Debtor to the Creditors in respect of the Loan Documents are secured by the Collateral (as defined in the Credit Agreement), including, among other things, (i) all of the issued and outstanding shares of common stock of the Debtor, all of the issued and outstanding shares of common stock of Johnson Products Co., Inc., all of the issued and outstanding shares of common stock of DermaBlend, Inc. and certain shares of Carson Holdings Limited (collectively, the "Securities"), (ii) certain personal property of the Debtor, (iii) certain real property of the Debtor and (iv) certain intellectual property of the Debtor;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Debtor is satisfying all of the outstanding Obligations;

NOW, THEREFORE, in consideration of the premises and agreements herein and the payment of the Obligations, the Agent and the Debtor hereby agree as follows:

1. All terms used herein that are defined in the Credit Agreement and not otherwise defined herein are used herein as defined therein.
2. Subject to (a) the payment of all amounts referred to in Section 6 hereof, and (b) the understanding that the provisions of the Loan Documents that survive the repayment of the

Obligations shall remain in full force and effect, the Agent acknowledges the satisfaction of all Obligations currently due and owing and is willing to terminate each and every Loan Document including, without limitation, each Security Document and each Guarantee.

3 Without recourse and without any representation or warranty of any kind, subject to Section 5 hereof and the Agent's reservation of all rights in and to any check, instrument or other item received by it on or prior to the date hereof for payment made in respect of any of the Obligations, (a) the Agent hereby terminates the Credit Agreement and the other Loan Documents (including, without limitation, each Security Document and each Guarantee) (subject to any provision therein providing for the survival thereof), (b) the Agent hereby terminates, discharges and releases any and all liens, security interests or other charges or encumbrances in favor of the Agent for the benefit of the Creditors arising under the Credit Agreement or the other Loan Documents in respect of the Obligations, (c) the Debtor hereby releases the Agent and the Creditors from any duty, liability or obligation (if any) of any nature whatsoever under the Loan Documents or any other related agreement, instrument or document and (d) the Agent acknowledges that all Obligations due and owing including, without limitation, all obligations under the Term Note have been paid and satisfied in full.

4. Subject to Section 6 hereof, the Agent will:

(a) simultaneously with or promptly after the satisfaction of the conditions set forth in Section 6 hereof, (i) mark and return the original, signed Term Note "paid", (ii) execute appropriate UCC-3 Termination Statements, (iii) deliver to the Debtor the certificates evidencing the Securities pledged to the Agent for the benefit of the Creditors and (iv) execute appropriate terminations and releases with respect to the Mortgages, all without representation, warranty, or recourse to the Agent or the Creditors and at the sole cost and expense of the Debtor, and

(b) at the request of the Debtor, execute such additional instruments, termination statements and other writings, and take such other action, as the Debtor may reasonably request to effect or evidence the satisfaction of the Obligations or the termination of the effectiveness of the Loan Documents or any instruments executed pursuant thereto, all without representation, warranty or recourse to the Agent or the Creditors and at the sole cost and expense of the Debtor.

5. This Agreement shall (a) be binding on the Agent, the Creditors and the Debtor and their respective successors and assigns, and (b) inure to the benefit of the Agent, the Creditors and the Debtor and their respective successors and assigns.

6. The effectiveness of this Agreement is subject to the condition precedent that the Agent shall have received from the Debtor (a) full payment of all amounts referred to in the pay-off letter dated December __, 1998, by the Agent to the Debtor, (b) full payment in respect of all fees, disbursements and other client charges of counsel to the Agent in connection with the Credit Agreement, the other Loan Documents and this Agreement, and any related releases, terminations or other documents, and (c) counterparts of this Agreement duly executed by the Debtor.

7. The Debtor hereby agrees (i) to indemnify and hold harmless the Agent and the Creditors from and against any and all claims, damages, liabilities and expenses, including, without limitation, attorneys' fees, disbursements and other client charges, which may be incurred by or asserted against the Agent and the Creditors in any investigation, litigation, suit or action arising out of or relating to (a) the Loan Documents or this Agreement, (b) the release of any security interest, lien, encumbrance or other charge granted to the Agent or (c) the payment of any of the Obligations, provided that the Debtor shall not be required to indemnify the Agent or any Creditor from or against any portion of such claims, damages, liabilities or expenses arising out of their gross negligence or willful misconduct; (ii) to pay all costs and expenses in connection with the Loan Documents, the preparation, execution, delivery, filing and recording of this Agreement, the release documents executed in furtherance hereof, and the performance of any other acts and the execution of any other documents required to effect the release of any security granted to the Agent on behalf of the Creditors, including, without limitation, the fees, disbursements and other client charges of counsel to the Agent or; (iii) to pay on demand all losses, costs and expenses, if any (including reasonable attorneys' fees, disbursements and other client charges), in connection with the preservation of any rights of the Agent or the Creditors under, or the enforcement of, or legal advice in respect of the rights and responsibilities of the Agent or the Creditors under, this Agreement and the other documents contemplated hereby; and (iv) to pay any and all stamp and other transfer or filing taxes and fees payable or determined to be payable in connection with the execution and delivery hereof or any other release document, and to hold the Agent and the Creditors harmless from and against any and all liabilities with respect to or resulting from any delay in paying or admission to pay such taxes or fees.

8. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

9. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

FOOTHILL CAPITAL CORPORATION, as Agent

By: Karen Sandler
Name: Karen Sandler
Title: Vice President

CARSON PRODUCTS COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be delivered by their duly authorized officers as of the date first above written.

FOOTHILL CAPITAL CORPORATION, as Agent

By: _____
Name: Karen Sandler
Title: Vice President

CARSON PRODUCTS COMPANY

By: Robert W. Pierce
Name: Robert W. Pierce
Title: Secretary