

07-23-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102503905

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): American Capital Strategies, Ltd. 461 5th Avenue, 26th Floor New York, NY 10017

2. Name and address of receiving party(ies) Name: Caswell-Massey Co., Ltd. Internal Address: Street Address: 121 Fieldcrest Avenue City: Edison State: NJ Zip: 08837

3. Nature of conveyance: Termination of Security Interest Execution Date: July 3, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1119488

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Purvi Maniar, Esq. Internal Address: Epstein Becker & Green, P.C. Street Address: 250 Park Avenue City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved: 23 7. Total fee (37 CFR 3.41): \$ 590.00 8. Deposit account number:

FINANCE SECTION

9. 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. Name of Person Signing: Audrey Vasey Signature: Audrey M Vasey Date: July 8, 2003

07/22/2003 LMI/ELLER 00000208 1119488

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521 02 FC:8522

40.00 DP 350.00 DP

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002783 FRAME: 0718

Schedule 5.16.(a) Intellectual Property**CASWELL-MASSEY TRADEMARK CHART**

Federal Trademark Applications and Registrations

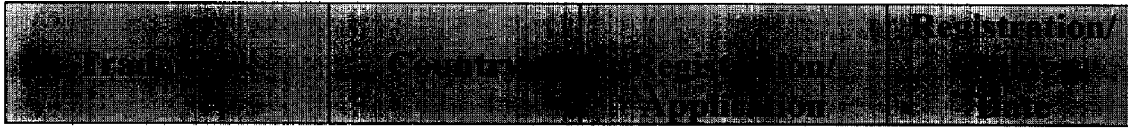
Trademark	Country	Registration/ Application	Registration/ Filing Date
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CASWELL-MASSEY	United States	Reg. 1119488	06/05/1979
CASWELL-MASSEY	United States	Reg. 1303226	10/31/1984
CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED IN 1752 & DESIGN	United States	Reg. 1924989	10/10/1995
BEAUTY NECTAR	United States		
DR. HUNTER'S ORIGINAL REMEDIES *	United States	Reg. 2639888*	10/22/2002
DR. HUNTER'S *	United States	Reg. 2244845*	05/11/1999
ELIXER OF LOVE	United States	Reg. 2007234	10/08/1996
FAIR OF FACE	United States	Reg. 2289596	10/26/1999
FRAGRANT WORLD OF CASWELL- MASSEY	United States	Reg. 1127138	11/27/1979
FRAGRANT WORLD OF CASWELL- MASSEY & DESIGN	United States	Reg. 2549108	03/19/2002
GIFTS OF THE SEA	United States	App. 76/479227	
GIFTS OF THE SEA	United States	App. 76/479228	
HOT PATCHOULI	United States	Reg. 2189681	09/15/1998
HOT STUFF	United States		
JUST WHAT THE DOCTOR ORDERED	United States		
MICHELSSEN BAY RUM	United States		
NUMBER SIX	United States	Reg. 1924983	10/10/1995
PERSIAN LEATHER	United States	Reg. 812677	08/09/1966
PETALS & LACE	United States	Reg. 2186256	09/01/1998
PETALS & LACE	United States	Reg. 2257205	06/29/1999
PURPLE SAGE	United States		
SECRETS WORTH KNOWING	United States	Reg. 2243268	05/04/1999

Schedule 5.16.(a) Intellectual Property

CASWELL-MASSEY TRADEMARK CHART

Federal Trademark Applications and Registrations



TRICORN	United States	Reg. 2353729	3/30/2000
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* CIT Group/Credit Finance, Inc. erroneously entered as owner by assignment by Assignment Branch of the U.S. Patent and Trademark Office. Request for certificate of correction is pending.

July 3, 2003

Caswell Massey Company, Ltd.
Audrey Vasey, CFO
121 Fieldcrest Avenue
Edison, NJ 08837
Fax: (732) 225-3216

Re: Note Purchase and Equity Purchase Agreement dated as of September 17, 1999, as amended, by and among Caswell Massey Holdings Corporation (the "Company"), and American Capital Strategies, Ltd

Reference is made to the Senior Note and Senior Subordinated Note (the "Notes"), issued by the Company to American Capital Strategies, Ltd., a Delaware corporation ("ACAS"), in the original principal amount of \$2,000,000 and \$2,200,000, respectively, and issued pursuant to the Agreement. You have requested information regarding the amount necessary to repay the Notes in full as of July 3, 2003.

The total amount due with regard to the Senior Note as of July 3, 2003, is \$475,052.90. For your information, this amount includes principal of \$398,431.88, accrued interest to July 3, 2003 of \$25,909.79 and defaulted interest to July 3, 2003 of \$50,711.23.

The total amount due with regard to the Senior Subordinated Note as of July 3, 2003, is \$2,481,908.20. For your information, this amount includes principal of \$2,200,000.00, accrued interest to July 3, 2003 of \$142,417.15 and defaulted interest to July 3, 2003 of \$139,491.05.

Per Section 3.2 of the Agreement, a prepayment fee of \$51,968.64 is due upon the prepayment of the Notes. In addition, reimbursable expenses of \$29,091.05 are assessed by American Capital Strategies. The aggregate amount to be wired (the "Payoff Amount") is \$3,038,020.79.

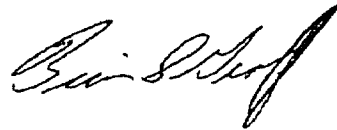
In the event, that the Notes are not paid in full on July 3, 2003, the Payoff Amount will increase at the rate of \$1,128.34 per day for each day thereafter. This letter will be inoperative if the Notes are not repaid in full on or before July 11, 2003.

Caswell Massey Company, Ltd.
July, 3 2003
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ACAS hereby waives any right to receive advance notice of prepayment of the Notes. Any such prepayment shall be by wire transfer in accordance with the wiring instructions attached to this letter. Upon receipt of the Payoff Amount in accordance with this letter, ACAS will promptly deliver to the Company the original Notes marked "Paid in Full" and such releases and Uniform Commercial Code termination statements as may be required to release any and all liens and security interests encumbering the assets of the Loan Parties that serve as security for obligations of the Loan Parties under the Purchase Documents (as defined in the Purchase Agreement).

Sincerely,

AMERICAN CAPITAL STRATEGIES,
LTD., for itself and as servicer for and on
behalf of ACS FUNDING TRUST I



By:
Name: Brian S. Graff
Its: Principal

Attachment (wiring instructions)