

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Societe Generale, S.A.		01/18/2007	CORPORATION: SPAIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Creative Nail Design, Inc.
<b>Street Address:</b>	1125 Joshua Way
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92083
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>Name:</b>	Roux Laboratories, Inc.
<b>Street Address:</b>	625 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: NEW YORK

<b>Name:</b>	A.P. Products Ltd.
<b>Street Address:</b>	625 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: NEW YORK

<b>Name:</b>	American Crew, Inc.
<b>Street Address:</b>	1732 Champa Street
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202

CH \$315.00 1866669

Entity Type: CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1866669	CREATIVE NAIL DESIGN
Registration Number:	2220935	C CREATIVE NAIL DESIGN
Registration Number:	2232067	RETENTION +
Registration Number:	2208756	SOLARNAIL
Registration Number:	2291399	SPAMANICURE
Registration Number:	2134214	SPAPEDICURE
Registration Number:	1493803	CONTOURS
Registration Number:	1304540	FABU-LAXER
Registration Number:	1986047	GINSENG MIRACLE
Registration Number:	2215539	AMERICAN CREW
Registration Number:	954728	LOTTABODY
Registration Number:	2339212	MOP

CORRESPONDENCE DATA

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-878-8476  
Email: melissa.schrader@cliffordchance.com  
Correspondent Name: Melissa Schrader  
Address Line 1: Clifford Chance US LLP  
Address Line 2: 31 West 52nd Street  
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	65-40175604
NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	01/22/2007

Total Attachments: 6  
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MASTER TERMINATION AND RELEASE AGREEMENT

MASTER TERMINATION AGREEMENT (this **Agreement**) dated as of January 18, 2007 among Fermodyl Professionals Inc., Roux Laboratories, Inc. (RLI), Amerinail Inc., American Crew, Inc. (ACI), Creative Nail Design, Inc. (CND), Colomer Professional, Inc., Modern Organic Products, Inc., Realistic/Roux Professional Products Inc., Colomer Professional Products Inc., Colomer U.S.A., Inc. (CUI) (collectively, the **Companies**), and The Colomer Group Participations, S.L. (TCGP and, together with RLI, ACI and CUI, the **Pledgors**) and Société Générale, S.A. (SG).

WITNESSETH:

WHEREAS, The Colomer Group Spain, S.L., Colomer Beauty and Professional Products, S.L., CUI and TCGP, as borrowers, entered into a Credit Agreement, dated as of June 12, 2002, with certain financial institutions from time to time party thereto (the **Banks**) and SG, as agent;

WHEREAS, the Companies and SG, as agent for the ratable benefit of the Banks, entered into a Master Security Agreement, dated as of June 12, 2002, together with any Joinder Agreement executed in connection therewith (collectively, the **Security Agreement**);

WHEREAS, the Pledgors and SG, as agent for the ratable benefit of the Banks, entered into a Master Pledge Agreement, dated as of June 12, 2002 (the **Pledge Agreement**);

WHEREAS, RLI, A.P. Products Ltd., ACI, CND, CUI and SG, as agent for the ratable benefit of the Banks, entered into a Trademark Security Agreement, dated as of June 12, 2002 (the **Trademark Agreement**);

WHEREAS, RLI and SG entered into an Environmental Indemnity Agreement dated as of June 12, 2002 for certain property located at 5344 Overmyer Drive, Jacksonville, Florida 32254 and more particularly described in Exhibit A thereto (the **Overmyer Environmental Indemnity**);

WHEREAS, RLI and SG entered into an Environmental Indemnity Agreement dated as of June 12, 2002 for certain property located at 2210 Melson Avenue, Jacksonville, Florida 32254 and more particularly described in Exhibit A thereto (the **Melson Environmental Indemnity** and together, with the Security Agreement, the Pledge Agreement, the Trademark Agreement and the Overmyer Environmental Indemnity, the **Documents**);

WHEREAS, A.P. Products Ltd., was merged into RLI on December 31, 2004; and

WHEREAS, the parties hereto desire to terminate the Documents to which they are a party as provided herein.

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Documents.

2. Termination of the Documents. Each of the parties hereto agrees that (a) except with respect to those provisions of the Documents that expressly survive the termination thereof, each Document to which it is a party is hereby terminated and upon such termination the parties hereto shall have no further interest under, or rights, remedies or obligations under or arising out of any of the transactions undertaken pursuant to, any of the Documents, such termination to be effective as of the date hereof, and, except as provided in this Agreement, each party hereby releases each other party from any

and all further obligations thereunder, (b) any requirement for notice (whether written or oral) with respect to the termination of any of the Documents is hereby waived by the respective parties to the Documents, (c) any other requirement or condition precedent to the termination of any of the Documents is hereby waived or shall be deemed to have been satisfied, as the case may be, as of the date hereof, and (d) all liens and security interests granted in connection with the Documents are hereby terminated and released.

3. Further Assurances; Delivery of Instruments. Each of the parties hereto agrees to authorize and to promptly execute and deliver, if required, such UCC-3 termination statements and such other documents or instruments as any party may reasonably request in order to evidence the termination of the Documents and the liens and security interests granted in connection therewith. SG agrees to promptly deliver all Pledged Shares and all additional shares of stock of, or equity interests in, the Pledgors and the Companies under the Pledge Agreement and all collateral under the other Documents previously delivered to SG by the Pledgors to the person or persons designated in writing by the Pledgors.

4. Representations and Warranties. Each person signing this Agreement on behalf of a party which is a corporation, trust, limited liability company, partnership or other entity represents and warrants to the other parties that such person has been duly authorized to execute and deliver this Agreement on behalf of the party for whom it is signing and to bind that party to the terms of this Agreement. Each Company and each Pledgor represents and warrants to SG, for the ratable benefit of the Banks, that all necessary consents, authorizations, registrations and approvals necessary to effect the transactions contemplated by this Agreement have been obtained and are in full force and effect. Each of the Companies, the Pledgors and SG represents and warrants that the shares certificates constitute the only property delivered to SG under the Documents.

5. Amendment. This Agreement may not be waived, amended or otherwise modified except by a writing signed by each of the parties hereto.

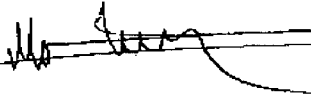
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


[signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.


FERMODYL PROFESSIONALS INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

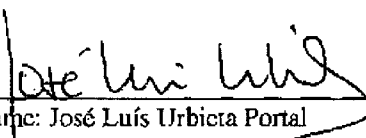
ROUX LABORATORIES, INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

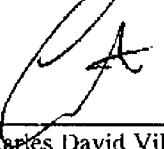
AMERINAIL INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney


AMERICAN CREW, INC.

By:   
Name: José Luis Urbista Portal  
Title: Attorney

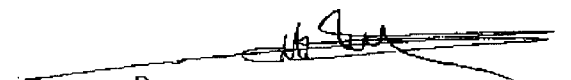
CREATIVE NAIL DESIGN, INC.

  
By: \_\_\_\_\_  
Name: Carlos David Vila Núñez  
Title: Attorney

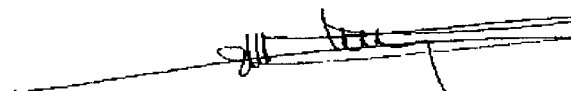
COLOMER PROFESSIONAL, INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

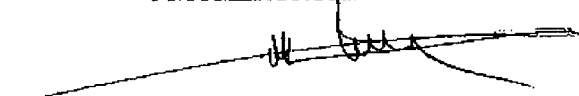
MODERN ORGANIC PRODUCTS, INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

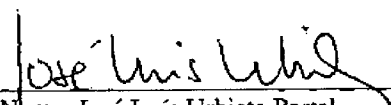
REALISTIC/ROUX PROFESSIONAL PRODUCTS,  
INC.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney


COLOMER PROFESSIONAL PRODUCTS INC.

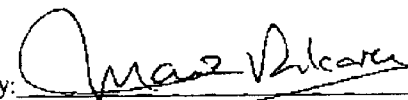
  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

COLOMER U.S.A., INC.

By:   
Name: José Luis Urbieta Portal  
Title: Attorney

THE COLOMER GROUP PARTICIPATIONS, S.L.

  
By: \_\_\_\_\_  
Name: Carlos Colomer Casellas  
Title: Attorney

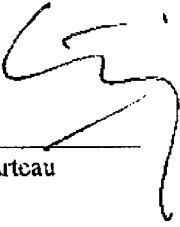
By:   
Name: María Varcare Torrente  
Title: Attorney

Acknowledged and agreed:

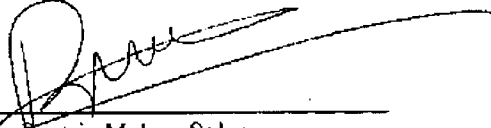
THE COLOMER GROUP SPAIN, S.L.

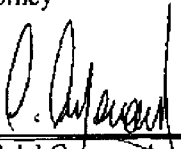
By:   
Name: Hans Marteau  
Title: Attorney

COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By:   
Name: Hans Marteau  
Title: Attorney

SOCIÉTÉ GÉNÉRALE, S.A.

By:   
Name: Beatriz Melero Soler  
Title: Attorney

By:   
Name: Mª del Carmen Angenault Blanch  
Title: Attorney

SCHEDULE A

Trademarks

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>COUNTRY</b>	<b>OWNER</b>
CREATIVE NAIL DESIGN	1866669	USA	Creative Nail Design, Inc.
C CREATIVE NAIL DESIGN	2220935	USA	Creative Nail Design, Inc.
RETENTION + (Stylized)	2232067	USA	Creative Nail Design, Inc.
SOLARNAIL	2208756	USA	Creative Nail Design, Inc.
SPAMANICURE	2291399	USA	Creative Nail Design, Inc.
SPAPEDICURE	2134214	USA	Creative Nail Design, Inc.
CONTOURS & DESIGN	1493803	USA	Creative Nail Design, Inc.
FABU-LAXER (Stylized)	1304540	USA	Roux Laboratories, Inc.
GINSENG MIRACLE	1986047	USA	A.P. Products LTD.
AMERICAN CREW	2215539	USA	American Crew, Inc.
LOTTABODY	954728	USA	Roux Laboratories, Inc.
MOP	2339212	USA	American Crew, Inc.