

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBL/TONI&GUY PRODUCTS L.P.		04/01/2009	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Unilever PLC		
Street Address:	Port Sunlight		
City:	Wirral, Merseyside		
State/Country:	UNITED KINGDOM		
Postal Code:	CH62 4UJ		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2955204	TONI&GUY	
Registration Number:	2711680	TONI & GUY	
Registration Number:	2751574	TONIGUY.COM	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.581.8620		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	1420 Peachtree St., N.E., Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	245586-600407		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 2955204

900131827

**TRADEMARK
 REEL: 003971 FRAME: 0073**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	04/15/2009
Total Attachments: 4 source=TONI&GUY SECURITY AGREEMENT#page1.tif source=TONI&GUY SECURITY AGREEMENT#page2.tif source=TONI&GUY SECURITY AGREEMENT#page3.tif source=TONI&GUY SECURITY AGREEMENT#page4.tif	

TRADEMARK SECURITY AGREEMENT
(for filing with the USPTO)

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated April 1, 2009 is made by MBL/Toni & Guy Products L.P. (the "*Company*") to Unilever PLC (the "*Secured Party*").

WHEREAS, the Company has entered into a Trademark Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") with the Secured Party. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings defined in the Security Agreement.

WHEREAS, the Company has granted to the Secured Party, under and subject to the terms of the Security Agreement, a security interest in all right, title, and interest to certain trademarks and related rights of the Company, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Secured Party a continuing security interest in and to all of the Company's right, title and interest in and to the following:

- (i) the trademark registrations and applications set forth on Schedule I hereto, and all reissues, extensions and renewals thereof (the "*Trademarks*");
- (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover such damages; and
- (iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Company authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MBL/TONI & GUY PRODUCTS, LP

By: Bruno Mascolo
Bruno Mascolo, President

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

SCHEDULE I

TRADEMARKS, APPLICATIONS, AND REGISTRATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Class</u>	<u>Appl./ Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MBL/Toni & Guy Products L.P.	TONI & GUY	Class 21 - Hair care accessories, namely, hair brushes, hair combs and shaving cups	75/919016	2/15/00	2955204	5/24/05
MBL/Toni & Guy Products L.P.	TONI & GUY	Class 26 - Hair accessories, namely, hair bands, barrettes, scrunchies, claw clips, pins, pin clips, hair ribbons, hair bows, ponytail holders, hair sticks; hair ornaments	78/847893	3/28/06	3,532,560	11/11/08
MBL/Toni & Guy Products L.P.	TONI & GUY	Class 3 - Breath fresheners; cosmetics, namely, cosmetic makeup removers, compacts, eye makeup, lip gloss, blush, lipstick, mascara, nail polish, nail glitter, face powder; deodorants, namely personal deodorants, body deodorants; deodorant soaps; soaps for hands, face and body; fragrances for personal use, namely, eau de toilette, perfume and essential oils; fragrances for rooms and automobiles; hair care products, namely, hair shampoo, hair lotions, hair conditioners, hair creams, hair waxes, hair sprays, hair gels, hair color gels and conditioners, hair pomades, hair mousses and hair care preparations; skin care products, namely, non-medicated skin care preparations, cold creams, facial creams, exfoliants, beauty, facial and body masks, facial and skin cleansers; after-shave lotion; bath care preparations in the nature of bath gels, bath powder, bath soaps, bubble bath, lotions, oils, foams, beads, milks and crystals; personal care preparations, namely, bath, hand and body lotions, body powder, baby powder; shaving gel; shaving preparations; sun screen preparations; sachets; toothpaste; and face painting kits	78/847707	3/28/06		
MBL/Toni & Guy Products L.P.	TONI & GUY	Class 3 - Hair care products, namely, shampoo, conditioner, spray, gel, polish, sculpting liquid, straightener, hair stick, curl maker, split-end ender, shine texturizer, mousse, tonic, cream, detangler, spray shine and pomade, skin care products, namely, eye cream, cleansing foam, moisture cream, scrub, lotion, line-control serum, toner, facial cream, moisture mask, and cosmetics, namely, powder, foundation, lip liner, eye shadow, lip gloss, mascara, blush, lip color, concealer, liquid makeup, brow gel, eyeliner, lipstick, lipstick pencil, makeup remover	75873782	12/15/99	2711680	4/29/03

<u>Grantor</u>	<u>Trademark</u>	<u>Class</u>	<u>Appln./ Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MBL/Toni & Guy Products L.P.	TONI & GUY	Class 9 -electric hair rollers and curlers, electric hair styling irons, electric hair curling irons, electric hair straightening irons, electric heated hair brushes, electric heated combs,Class 11 - electric hair dryers	77/018175	10/10/06		
MBL/Toni & Guy Products L.P.	TONIGUY.COM	Class 3 - Hair care products, namely, shampoos, hair lotions, hair conditioners, hair creams, hair gels, color gels and conditioners and hair mousses and cosmetics, namely, eye shadows, lipsticks, foundations, freshening toner and skin conditioners	75739142	6/28/99	2751574	8/19/03