

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		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			
Name:	Roux Laboratories, Inc.		
Street Address:	P.O. Box 37557		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32236		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1632090	POROSITY CONTROL	
Registration Number:	1507710	GREAT FEELING	
Registration Number:	0843802	FERMODYL	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	17535-00007		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		

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TRADEMARK
 REEL: 004455 FRAME: 0365

Date:

01/18/2011

Total Attachments: 45

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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

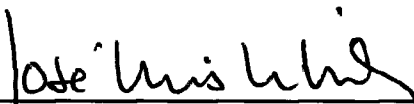
ROUX LABORATORIES, INC.


By: _____
Name: Carlos Colomer Casellas
Title: Attorney


AMERINAIL INC.


By: _____
Name: Carlos Colomer Casellas
Title: Attorney


AMERICAN CREW, INC.


By: _____
Name: José Luis Urbieta Portal
Title: Attorney


CREATIVE NAIL DESIGN, INC.


By: _____
Name: Carlos David Vila Núñez
Title: Attorney

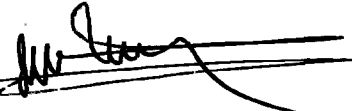
COLOMER PROFESSIONAL, INC.


By: _____
Name: Carlos Colomer Casellas
Title: Attorney

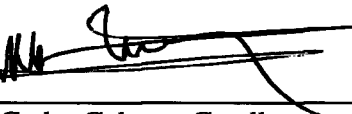
MODERN ORGANIC PRODUCTS, INC.

By: 
Name: Carlos Colomer Casellas
Title: Attorney


REALISTIC/ROUX PROFESSIONAL PRODUCTS,
INC.

By: 
Name: Carlos Colomer Casellas
Title: Attorney

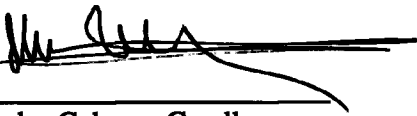
COLOMER PROFESSIONAL PRODUCTS INC.

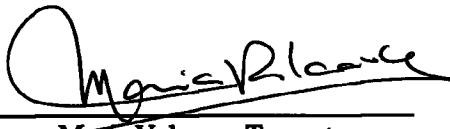
By: 
Name: Carlos Colomer Casellas
Title: Attorney

COLOMER U.S.A., INC.

By: 
Name: José Luís Urbieta Portal
Title: Attorney

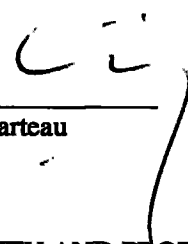
THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 
Name: Carlos Colomer Casellas
Title: Attorney


By: 
Name: Maria Valcarce Torrente
Title: Attorney

Acknowledged and agreed:

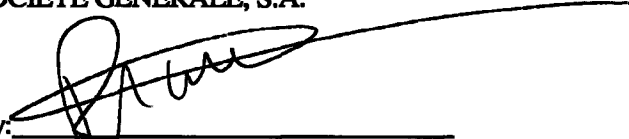
THE COLOMER GROUP SPAIN, S.L.

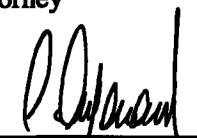
By: 
Name: Hans Marteau
Title: Attorney

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: M^a del Carmen Angenault Blanch
Title: Attorney

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT IS ENTERED INTO WITH THE BENEFIT OF AND SUBJECT TO THE TERMS OF AN INTERCREDITOR DEED DATED JUNE 12, 2002.

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), is made and entered into as of June 12, 2002 by each of the parties listed under the heading "Companies" on the signature pages Hereof, which are referred to Herein individually as a Company and collectively as the "Companies", in favor of SOCIÉTÉ GÉNÉRALE, S.A., as agent, and for the ratable benefit of the Banks (as defined below) (the "Agent"). Capitalized terms used Herein without definition shall have the meanings given to such terms in the Credit Agreement (as Hereinafter defined).

WITNESSETH:

WHEREAS, The Colomer Group Participations, S.L. ("TCGP"), The Colomer Group Spain, S.L. ("Colomer Spain"), Colomer Beauty and Professional Products, S.L. ("Colomer Beauty"), Colomer U.S.A., Inc. ("Colomer USA", and collectively with TCGP, Colomer Spain and Colomer Beauty, the "Borrowers"), certain other affiliates of Colomer USA, the financial institutions from time to time parties thereto (the "Banks") and the Agent, in its various capacities set forth therein, have entered into that certain Senior Credit Agreement, dated as of the date Hereof (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, certain companies and/or intercompany debtors, the entities named in the Schedules thereto as Senior Creditors, the Lenders, the Hedging Banks, the Subordinated Hedge Providers, the Investor Lenders, the Investor Loan Guarantors, the Intercompany Debtors, the Intercompany Creditors and Société Générale (each as defined therein) have entered into an Intercreditor Deed (the "Intercreditor Deed") dated as of June 12, 2002;

WHEREAS, the proceeds of the Advances (as defined in the Credit Agreement) under the Credit Agreement will be used for the purposes set forth in the Credit Agreement;

WHEREAS, pursuant to Clause 26 of the Credit Agreement, the Companies have provided a guaranty (the "Guaranty"), pursuant to which the Companies have agreed to guaranty, *inter alia*, the Secured Obligations;

WHEREAS, the Borrowers and the Companies share an identity of interests as members of a combined group of companies, and each Company will derive substantial direct and indirect benefits from the extensions of credit under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Banks and the Agent to enter into the Credit Agreement and to make Advances to the Borrowers, the Companies hereby agree with the Agent, for the Agent and for the ratable benefit of the Banks

and the Hedging Banks (the Agent, the Banks and the Hedging Banks being collectively referred to Herein as the "Secured Creditors"), as follows:

SECTION 1. DEFINITIONS. Unless otherwise defined Herein, each capitalized term used Herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(a) "Associated Goodwill" shall mean all goodwill of each Company and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

(b) "Collateral" shall have the meaning assigned to it in Section 6 of this Security Agreement.

(c) "Hereof," "Herein" and "Hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(d) "Uniform Commercial Code" shall mean the Uniform Commercial Code, as in effect from time to time in any applicable jurisdiction.

(e) "Use" shall mean, with respect to any Trademark, all uses of such Trademark by, for, or in connection with the Companies or their business, or for the direct or indirect benefit of the Companies or their businesses, including all such uses by the Companies themselves, by any of the affiliates of the Companies, or by any franchisee, licensee or contractor of the Companies.

All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. INCORPORATION OF PREMISES. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part Hereof.

SECTION 3. INCORPORATION OF THE CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated Herein in their entirety by this reference thereto.

SECTION 4. CREATION OF SECURITY INTEREST. Each Company hereby grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such Company's right, title and interest in and to the collateral of such Company described in Section 6 Hereof (the "Collateral") in order to secure the prompt and complete payment and performance of (a) all Senior Debt (as such term is defined in the Intercreditor Deed), (b) all Hedging Liabilities (as such term is defined in the Intercreditor Deed), and (c) all of the obligations and liabilities now or hereafter existing under this Security Agreement (the Senior Debt, Hedging Liabilities, and all obligations and liabilities under this Security Agreement collectively referred to as the "Secured Obligations").

SECTION 5. CONDITIONAL ASSIGNMENT. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Collateral provided in Section 4 each Company grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent, such Company's entire right, title and interest in and to the Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and the written demand of the Agent at any time during such continuance, or (ii) upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and applicable law (including the transfer or other disposition of the Collateral by such Company to the Agent or its nominee in lieu of foreclosure). In addition, the Companies have executed in blank and delivered to the Agent assignments of the Trademarks in substantially the form of Schedule C hereto (the "Assignment of Trademarks"). The Borrower hereby authorizes the Agent to complete as assignee and record with the U.S. Patent and Trademark Office the Assignment of Trademarks only upon the occurrence and during the continuance of an Event of Default and the written demand of the Agent at any time during such continuance and the proper exercise of the Agent's remedies under this Security Agreement.

SECTION 6. COLLATERAL. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Company hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in, Encumbrance on, and to the extent necessary to grant a security interest or Encumbrance against, a collateral assignment of, and right of set off against, all of such Company's right, title, and interest in or to the following property, regardless of where located, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law the entire right, title and interest of the Companies in and to the trademarks listed in Schedule A hereto (the "Trademarks"), and in and to any and all registrations and applications appurtenant thereto, including, without limitation, all renewals thereof, all proceeds of infringement suits relating thereto, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the Associated Goodwill of each of the businesses to which the Trademarks relate. The foregoing, together with all other property in which the Agent, for the benefit of the Secured Creditors, may at any time be granted an Encumbrance, is Herein collectively referred to as the "Collateral."

SECTION 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each Company makes all of the representations and warranties, and agrees to comply with all of the obligations, requirements and restrictions in the covenants and agreements, contained in the Credit Agreement to the extent such representations and warranties refer to, or such covenants and agreements are applicable (whether directly or as a result of the Borrowers having agreed to cause such Company to comply therewith) to such Company, including, but not limited to, all of the representations and warranties contained in Section 20.24 (Intellectual Property), and all of the covenants and agreements contained in Section 24.14 of the Credit Agreement.

SECTION 8. RIGHT TO PERFORM OR CURE.

(a) Upon the occurrence and continuance of an Event of Default, the Agent shall have the right at any time to make any payments and do any other acts that the Agent may deem necessary to protect its security interests in the Collateral, including, without

limitation, the right to pay any registration, renewal, or other fees, and pay, purchase, contest, or compromise any Encumbrances which, in the judgment of the Agent, appears to be prior to or superior to the security interests granted Hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, and/or the value of, the Collateral. Each Company hereby agrees, jointly and severally, to reimburse the Agent for all payments made and expenses incurred under this Security Agreement including all reasonable out-of-pocket costs and expenses, and reasonable attorneys' fees and expenses, including, without limitation, any such attorneys' fees and expenses for acts taken to protect its security interests in the Collateral, which amounts shall be secured under this Security Agreement, and bear interest at the Enforcement Rate, and agrees it shall be bound by any payment made or act taken by the Agent Hereunder. The Agent may make all such payments according to any bill, statement or estimate received without inquiring into the accuracy of such bill, statement or estimate or title or claim thereof. Any payment made or other action taken by the Agent under this Section 8 shall be without prejudice to any right to assert an Event of Default Hereunder and to proceed thereafter as Herein provided. The Agent shall have no obligations to make any of the foregoing payments or perform any of the foregoing acts.

(b) Each Company shall promptly (but in no event later than ten (10) Business Days) after its receipt of the request of the Agent therefor, deliver to the Agent any certificates of registration issued with respect to any Trademarks included in such Company's Collateral, or copies of any file histories and other documents related to or otherwise in connection with any Trademarks included in such Collateral, which in any such case came into the possession of such Company.

(c) Each Company shall, at the sole cost and expense of the Companies and upon the Agent's request, which shall be no more than once in any year during which there is no Event of Default that is continuing, provide the Agent with appraisals (or updates thereof) of any or all of the Collateral and prepared on a basis, satisfactory to the Agent, provided, however, that any market research reports or surveys of comparable intellectual property owned by third parties generated by any independent consulting firm, based on Agent's request, shall be provided at the sole cost and expense of Agent. Upon the request of any Company, the Agent will provide such Company with copies of any such market research report or any survey generated by such independent consulting firm and the cost of generating such report or survey shall be divided by such Company and the Agent at the Agent's discretion.

(d) Subject to the provisions of Section 24.12 of the Credit Agreement, each Company hereby grants to Agent and the Banks the right to inspect the products and quality control relating to the Intellectual Property. Such Company shall use its best efforts with respect to any and all reasonable acts required by Agent and Banks to ensure such Company's compliance with Section 8(b) above. From and after the occurrence of an Event of Default, Borrowers agree that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its reasonable judgment, consistent with industry standards, may deem necessary to assure maintenance of the quality of products sold by the Companies under the Trademarks.

SECTION 9. ROYALTIES. The Companies hereby agree that the use by Agent of the Intellectual Property as authorized Hereunder in connection with the exercise of its remedies

under Section 13 or pursuant to the Credit Agreement shall be coextensive with each Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to any Company.

SECTION 10. COLLECTIONS. In the event the Borrowers or the Companies indefeasibly repay in full all of the Secured Obligations (other than indemnity and similar obligations not due and payable), upon termination of this Security Agreement or after acceleration by the Agent, any amounts in excess of the amount necessary to pay the Secured Obligations indefeasibly in full shall be returned to the Companies one (1) Business Day after the Agent's unconditional and final collection of such funds.

SECTION 11. THE SECURED CREDITORS' RIGHTS, DUTIES AND LIABILITIES. Each of the Companies assumes all responsibility and liability arising from or relating to the use, sale, or other disposition of the Collateral except for liability resulting from a Secured Creditor's or any of its respective attorneys' willful misconduct, gross negligence, or bad faith. Neither a Secured Creditor nor any of its respective officers, directors, employees, and agents shall be liable or responsible in any way for the safekeeping of any of the Collateral except to the extent of such Secured Creditor's willful misconduct, gross negligence, or bad faith with respect thereto, or for any loss or damage thereto, or for any diminution in the value thereof, or for any act of default of any forwarding agency or other person whomsoever, all of which shall be at sole risk. The Secured Obligations shall not be affected by any failure of the Agent to take any steps to perfect its Encumbrances or to collect or realize upon the Collateral, nor shall loss of or damage to the Collateral release any Company or any Borrower from any of the Secured Obligations. The Agent may (but shall not be required to), without notice to or consent from any Company or any Borrower, sue upon or otherwise collect, extend the time for payment of, modify or amend the terms of, compromise or settle for cash, credit, or otherwise upon any terms, grant other indulgences, extensions, renewals, compositions, or releases, and take or omit to take any other action with respect to the Collateral, any security therefor, any agreement relating thereto, any insurance applicable thereto, or any Person liable directly or indirectly in connection with any of the foregoing, without discharging or otherwise affecting the liability of any Company or any Borrower for the Secured Obligations or under the Credit Agreement or this Security Agreement or any other agreement now or hereafter existing between the Agent and/or any Bank, on the one hand, and any of the Companies or any of the Borrowers, on the other hand.

SECTION 12. MISCELLANEOUS PROVISIONS.

12.1. Notices. All notices and correspondences to any party Hereunder shall be given in the manner prescribed by Section 40 of the Credit Agreement, and shall be sent to each party hereto to its address or facsimile number set forth in Schedule B Hereof, as such address and facsimile number may be changed by like notice, and shall be deemed given in accordance with Section 40 of the Credit Agreement.

12.2. Headings. The headings of the several sections and subsections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

12.3. Severability. In case any provision in or obligations under this Security Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, or enforceability of the remaining provisions or obligations, or of such provision or obligations in any other jurisdiction, shall not in any way be affected or impaired thereby.

12.4. Amendments, Waivers and Consents. Any amendment or waiver of, and any consent to any departure from, any provision of this Security Agreement, shall be effective only if made or given in compliance with all of the terms and provisions of Section 42 of the Credit Agreement.

12.5. Interpretation of Agreement. Time is of the essence in each provision of this Security Agreement of which time is an element. All terms not defined Herein or in the Credit Agreement shall have the meaning set forth in the applicable Uniform Commercial Code. To the extent a term or provision of this Security Agreement conflicts with the Credit Agreement and is not dealt with Herein with more specificity, the Credit Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Security Agreement shall not be relevant in determining the meaning of this Security Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

12.6. Continuing Security Interest; Transfer of Commitments. This Security Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full (including after the Final Maturity Date) of the Secured Obligations (other than indemnity and similar obligations not due and payable) and the termination of the Commitments, (ii) be binding upon the Companies and their respective successors, and permitted assigns, and (iii) inure, together with the rights and remedies of the Agent Hereunder, to the benefit of the Secured Creditors and their respective successors, transferees, and assigns. Without limiting the generality of clause (iii) above, any Bank may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer its Commitments to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Bank Herein or otherwise.

12.7. Reinstatement. To the extent permitted by law, this Security Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by any Bank or the Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by such Bank or the Agent upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of any Company or upon the appointment of any receiver, intervenor, conservator, trustee, or similar official for any Company or any substantial part of its assets, or otherwise, all as though such payments had not been made.

12.8. Survival of Provisions. All representations, warranties and covenants of the Companies contained Herein shall survive the execution and delivery of this Security Agreement, and shall terminate only upon the full and final payment and performance by the Borrowers of the Secured Obligations (other than indemnity and similar obligations not due and payable) and termination of the Commitments.

12.9. Power of Attorney.

(a) Each Company hereby irrevocably authorizes and appoints the Agent, or any Person or agent the Agent may designate, as such Company's attorney-in-fact, at such Company's cost and expense, to exercise, subject to the limitations set forth below, all of the following powers, each of which being coupled with an interest, shall be irrevocable until all of the Secured Obligations have been paid and satisfied in full upon the occurrence and during the continuance of an Event of Default, to receive, take, endorse, sign, assign, and deliver, all in the name of the Banks, the Agent, or such Company, any and all checks, notes, drafts, and other documents or instruments relating to the Collateral.

(b) In addition to all of the powers granted to the Agent pursuant to (a) above, each Company hereby appoints and constitutes the Agent as its attorney-in-fact to exercise all of the following powers upon and at any time after the occurrence and during the continuance of an Event of Default: (i) collection of proceeds of any of such Company's Collateral, (ii) conveyance of any item of such Company's Collateral to any purchaser thereof, (iii) giving of any notices or recording any Encumbrances, and (iv) making of any payments or taking any acts under Section 8(a) Hereof. The Agent's authority Hereunder shall include, without limitation, the authority to endorse and negotiate, for the Agent's own account, any checks or instruments in the name of each Company, execute and give receipt for any certificate of registration or ownership or any document, transfer title to any item of any Company's Collateral, sign any Company's name on all documents deemed necessary or appropriate to preserve, protect, or perfect the security interest in such Company's Collateral and to file the same, prepare, file, and sign such Company's name on any notice of Encumbrance, assignment, or satisfaction of Encumbrance or similar document in connection with any Collateral of such Company and prepare, file, and sign such Company's name on a proof of claim in bankruptcy or similar document against any Party with respect to the Trademarks relating to such Company, and to take any other actions arising from or incident to the powers granted to the Agent in this Security Agreement.

(c) The power of attorney contained in this Section 12.9 is coupled with an interest and is irrevocable by the Companies. Each Company hereby ratifies all that the Agent shall lawfully do or cause to be done by virtue of this Section 12.9.

(d) Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Security Agreement, and shall take such other steps as may be required under the applicable laws of the United States or other foreign jurisdictions and as are necessary in order to perfect the security interest of the Agent in the Collateral granted hereunder including, without limitation, the execution of any further documents necessary to perfect the security interests in the U.S. Patent and Trademark Office as may be determined by Agent during the term of this Security Agreement or until payment in full of the Secured Obligations. Concurrently with the execution and delivery Hereof, Borrower will execute and deliver to Agent, in the form of Schedule D hereto, such number of original Powers of Attorney as Agent deems reasonably necessary for the implementation of this Section 12.9.

12.10. Setoff. Subject to any limitations contained in the Credit Agreement and applicable law, the Agent and each Bank are hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by the Agent or such Bank to or for the credit or the account of any of the Companies against any and all of the Security Obligations of the Companies now or hereafter existing under this Security Agreement.

12.11. Authority of the Agent.

(a) The Agent shall have and be entitled to exercise all powers Hereunder which are specifically granted to the Agent by the terms Hereof, together with such powers as are reasonably incident thereto. The Agent may perform any of its duties Hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Agent nor any director, officer, employee, attorney, or agent of the Agent shall be liable to any Company for any action taken or omitted to be taken by it or them Hereunder, except for its or their own gross negligence or willful misconduct, nor shall the Agent be responsible for the validity, effectiveness, or sufficiency of this Security Agreement or of any document or security furnished pursuant hereto. The Agent and its directors, officers, employees, attorneys, and agents shall be entitled to rely on any communication, instrument, or document reasonably believed by it or them to be genuine and correct, and to have been signed or sent by the proper Person or Persons. The Companies jointly and severally agree to indemnify and hold harmless the Agent and any other Person from and against any and all costs, expenses (including reasonable fees, expenses, and disbursements of attorneys and paralegals), claims, and Secured Obligations incurred by the Agent or such Person Hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Agent or such Person.

(b) Each Company acknowledges that the rights and responsibilities of the Agent under this Security Agreement with respect to any action taken by the Agent or the exercise or nonexercise by the Agent of any option, right, request, judgment, or other right or remedy provided for Herein or resulting or arising out of this Security Agreement shall, as between the Banks and the Agent, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and each Company, the Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority so to act or refrain from acting, and no Company shall be obligated or entitled to make any inquiry respecting such authority.

12.12. Release; Termination of Agreement. Subject to the provisions of Section 12.6 and Section 12.7 Hereof, this Security Agreement shall terminate upon receipt by the Agent of evidence satisfactory to it of the indefeasible payment in full of the Secured Obligations (other than indemnification and similar contingent obligations not due and payable) and the termination of the Commitments, or the release of the Companies by the Banks or the Agent, whichever shall occur first. At such time, the Agent shall, at the request and expense of the Companies, reassign and redeliver to the Companies all of the Collateral Hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms Hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any

prior assignments by the Agent of its interest in the Collateral, and shall be at the sole and joint and several expense of the Companies.

12.13. No Waiver. The failure of the Agent to exercise any right or to seek any remedy provided for in this section, and the acceptance by the Agent of any partial or delinquent performance by the Borrower of any of its obligations under the Credit Agreement or this Security Agreement, shall not constitute a waiver by the Agent of any of its rights or remedies hereunder or of its right thereafter to enforce this Security Agreement strictly in accordance with its terms. No waiver of any rights of the Agent, or modification of any term of this Security Agreement, shall be enforceable unless in writing and signed by an authorized representative of each of the parties hereto.

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

12.15. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE COMPANIES AND THE AGENT IN CONNECTION WITH THIS SECURITY AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

(b) THE COMPANIES AND THE AGENT AGREE THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK SHALL HAVE THE NON-EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS SECURITY AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE COMPANIES WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF ANY COURT DESCRIBED ABOVE CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) WITHOUT LIMITING THE FOREGOING, EACH OF THE COMPANIES AGREES THAT THE AGENT SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST SUCH COMPANY OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE

A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT. EACH OF THE COMPANIES WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) THE COMPANIES AND THE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS SECURITY AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) EACH OF THE COMPANIES HEREBY IRREVOCABLY DESIGNATES CT CORPORATION, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NY 10011, AS THE DESIGNEE, APPOINTEE, AND AGENT OF SUCH COMPANY TO RECEIVE, FOR AND ON BEHALF OF SUCH COMPANY, SERVICE OF PROCESS IN SUCH RESPECTIVE JURISDICTIONS IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT. IT IS UNDERSTOOD THAT A NOTICE AND A COPY OF SUCH PROCESS SERVED ON SUCH AGENT WILL BE PROMPTLY FORWARDED BY MAIL TO EACH OF THE COMPANIES AT ITS ADDRESS SET FORTH IN SCHEDULE B HERETO, BUT THE FAILURE OF ANY COMPANY TO RECEIVE SUCH NOTICE AND COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS. EACH OF THE COMPANIES FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH COMPANY AT ITS SAID ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE THREE (3) BUSINESS DAYS AFTER SUCH MAILING.

(f) NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OF THE COMPANIES IN ANY OTHER JURISDICTION.

(g) EACH OF THE COMPANIES (A) AGREES THAT THE AGENT SHALL NOT HAVE ANY LIABILITY TO THE COMPANIES (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE) FOR LOSSES SUFFERED BY ANY COMPANY IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIPS ESTABLISHED BY THIS SECURITY AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (B) WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM

AGAINST THE AGENT (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, THE AGENT SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND EACH OF THE COMPANIES HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES SUFFERED BY ANY COMPANY IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIPS ESTABLISHED BY THIS SECURITY AGREEMENT, ANY OF THE OTHER FINANCE DOCUMENTS, OR ANY OF THE ACQUISITION DOCUMENTS, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith OR THEREWITH, UNLESS SUCH DAMAGES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT CONSTITUTING WILLFUL MISCONDUCT.

(h) EACH OF THE COMPANIES WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, OR PRELIMINARY OR PERMANENT INJUNCTION THIS SECURITY AGREEMENT, OR ANY OTHER AGREEMENT OR DOCUMENT AMONG THE COMPANIES AND THE AGENT.

SECTION 13. REMEDIES UPON AN EVENT OF DEFAULT.

Upon the occurrence of an Event of Default, the Agent may, without notice to or demand upon any Company, do any one or more of the following:

(a) Exercise any or all of the rights and remedies provided for by the applicable Uniform Commercial Code, specifically including, without limitation, the right to recover the fees and expenses incurred by the Agent in the enforcement of this Security Agreement or in connection with any Company's redemption of its Collateral, including attorneys' fees and expenses;

(b) Require any Company to assemble its Collateral or any part thereof and make it available at one or more places as the Agent may designate and to deliver possession of such Collateral or any part thereof to the Agent, who shall have full right to enter upon any or all of such Company's premises and property to exercise the Agent's rights Hereunder;

(c) Use, manage, operate, and control the Collateral and any Company's business and property to preserve its Collateral or its value, including, without limitation, the rights to take possession of all of such Collateral and to dispose of all or any portion of such Collateral in the ordinary course of such Company's business;

(d) As provided in Section 5 of this Agreement, complete as assignee and record with the U.S. Patent and Trademark Office the Assignment of Trademarks only upon the occurrence and during the continuance of an Event of Default and the written demand of the Agent at any time during such continuance and the proper exercise of the Agent's remedies under this Security Agreement;

(e) Enforce one or more remedies Hereunder, successively or concurrently, and such action shall not operate to estop or prevent the Agent from pursuing any other or further remedy which it may have, and any repossession, retaking, or sale of the Collateral pursuant to the terms Hereof shall not operate to release any Company from its obligations Hereunder;

(f) In connection with any public or private sale under the applicable Uniform Commercial Code, the Agent shall give each Company at least ten days' prior written notice of the time and place of any public sale of such Company's Collateral or of the time after which any private sale or other intended disposition thereof may be made, which shall be deemed to be reasonable notice of such sale or other disposition. Such notice shall be given to such Company in accordance with the provisions of Section 12.1 Hereof;

(g) Proceed by an action or actions at law or in equity to foreclose this Security Agreement and sell the Collateral, or any portion thereof, pursuant to a judgment or decree of a court or courts of competent jurisdiction; and

(h) If the Agent recovers possession of all or any part of the Collateral pursuant to a writ of possession or other judicial process, whether prejudgment or otherwise, the Agent may thereafter retain, sell, or otherwise dispose of such Collateral in accordance with this Security Agreement or the applicable Uniform Commercial Code, and following such retention, sale, or other disposition, the Agent may voluntarily dismiss without prejudice the judicial action in which such writ of possession or other judicial process was issued. Each Company hereby consents to the voluntary dismissal by the Agent of such judicial action, and each Company further consents to the exoneration of any bond that the Agent files in such action.

[SIGNATURES TO FOLLOW]

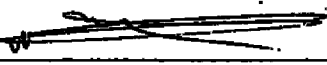
IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

The Companies:


COLOMER U.S.A., INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

ROUX LABORATORIES, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

A.P. PRODUCTS LTD.

By: 
Name: Carlos Colomer Casellas
Title: President

AMERICAN CREW, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman


CREATIVE NAIL DESIGN, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

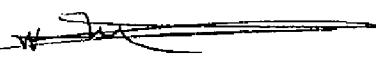
Accepted and Agreed:


THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 
Name: Carlos Colomer Casellas


By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro

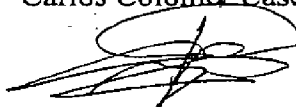
THE COLOMER GROUP SPAIN, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting
Group, S.L., represented by
Carlos Colomer Casellas

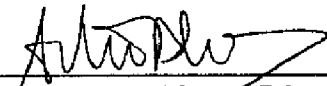
By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro

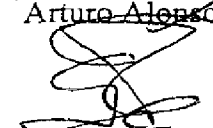
COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting
Group, S.L., represented by
Carlos Colomer Casellas

By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro

SOCIÉTÉ GÉNÉRALE, S.A.

By: 
Name: Arturo Alonso Pérez

By: 
Name: Gilbert Plá

SCHEDULE A

Trademarks

TRADEMARK	REG. NO.	COUNTRY	OWNER
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.

SCHEDULE B

Notice Information of Original Companies

Company

Notice Information

Colomer U.S.A., Inc.
Roux Laboratories, Inc.
A.P. Products Ltd.
Creative Nail Design, Inc.
American Crew, Inc.

625 Madison Avenue
New York, NY 10022
Telephone: (212) 527-5465
Facsimile: (212) 527-5265
Attention: Mike Powell

In each case notice to:
Colomer U.S.A., Inc.

With copies in each case to:

The Colomer Group Participations, S.L.
c/o CVC Capital Partners

Hudson House
8-10 Tavistock Street
London WC2E7PP
England
Telephone: 011 44 207 420 4200
Facsimile: 011 44 207 420 4252
Attention: Hardy M. McLain

The Colomer Group Spain, S.L.

Calle Aragón, 499
08013 Barcelona
Spain
Telephone: 011 34 93 344 2000
Facsimile: 011 34 93 344 2100
Attention: Carlos Colomer

Allen & Overy

1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 610-6300
Facsimile: (212) 610-6399
Attention: Marun Jazbik

Notice Information of Agent

Agent

In each case notice to:
Société Générale, S.A.
C/o Société Générale, Sucursal en España
Attn.: Beatriz Melero

With copies in each case to:
Clifford Chance
Attn: Alicia Docherty

Notice Information

Génova 26
28004 Madrid
Spain
Tel: +34 91 589 3939
Fax: +34 91 589 3978

Paseo de la Castellana, 110
28046 Madrid
Spain
Tel: +34 91 590 7500
Fax: +34 91 590 7575

SCHEDULE C

See attached

Assignment of Trademarks

This Trademark Assignment is made and entered into as of June 12, 2002 by each of the parties listed under the heading "Companies" on the signature pages hereof, which are referred to herein individually as "Assignor" and collectively as the "Assignors," and SOCIÉTÉ GÉNÉRALE, S.A. (the "Assignee").

WHEREAS, it is the intention of the Assignors and the Assignee that upon the occurrence and during the continuance of an Event of Default Assignee own the entire right, title and interest in and to all trademarks and service marks, and the application listed in Annex 1 and in and to any and all registrations and applications appurtenant thereto ("Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, each of the Assignors confirms its assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to Assignee, its successors and assigns all of its right, title, interest, and benefit in and to the Marks, including, without limitation, all of its right, title, interest, and benefit in and to all of its trademark/service mark applications therefor and its trademark/service mark, and trade name rights therein under the trademark laws of the United States; the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present, or future infringements thereof; and the goodwill of the business in connection with which each of the Marks is used and which is symbolized by each of the Marks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such right, title and interest would have been held and enjoyed by each of the Assignors if this Assignment had not been made.

Each of the Assignors authorizes and requests that the U.S. Patent and Trademark Office all trademark/service mark registrations which may issue on an application for the Marks or a portion of the Marks to Assignee, its successors and assigns, in accordance with this Assignment.

Each of the Assignors further covenants and agrees that it will at any time, upon request, communicate to the Assignee, its successors and assigns, all facts relating to the Marks and the histories thereof, known to the Assignor or to its successors, assigns or legal representatives, and the Assignor will testify as to the same in any opposition, cancellation, interference proceeding or other litigation when requested to do so by the Assignee, its successors or assigns.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, each of the Assignors has hereunto executed this instrument effective as of the date first written above.

The Companies:

COLOMER USA, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Senior Vice President and Chief Financial Officer

ROUX LABORATORIES, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Senior Vice President and Chief Financial Officer

A.P. PRODUCTS LTD.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President Finance

AMERICAN CREW, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President and Chief Financial Officer

CREATIVE NAIL DESIGN, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President and Chief Financial Officer

STATE OF NEW YORK)
) : ss.
COUNTY OF NEW YORK)

On this 12th day of June, 2002, before me personally appeared Vincent Bova, an officer of each of the Assignors, who executed the foregoing instrument, and he duly acknowledged to me that he executed the same in his capacity as an officer of each of the Assignors for the purpose therein set forth.


Rosemary J. Sullivan
NOTARY PUBLIC


My Commission expires: [Seal]

ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 20 02

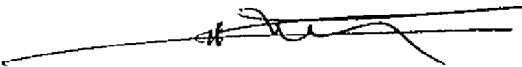
Accepted and Agreed:

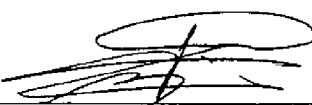
THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 
Name: Carlos Colomer Casellas

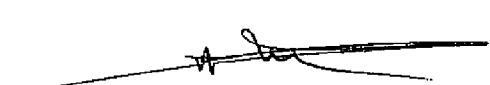
By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro


THE COLOMER GROUP SPAIN, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting
Group, S.L., represented by
Carlos Colomer Casellas

By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro

COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting
Group, S.L., represented by
Carlos Colomer Casellas

By: 
Name: CVC Directorship 2, S.L.,
represented by
Javier de Jaime Guijarro

SOCIÉTÉ GÉNÉRALE, S.A.

By: _____

Name:

Arturo Alonso Pérez

By: _____

Name:

Gilbert Plá

Trademarks

TRADEMARK	REG. NO.	COUNTRY	OWNER
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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.

See attached

SCHEDULE D

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that COLOMER U.S.A., INC., a corporation formed under the laws of Delaware, with its principal office at 625 Madison Avenue, New York, NY 10022 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes SOCIÉTÉ GÉNÉRALE, S.A., with offices at Génova 26, 28004 Madrid, Spain (hereafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Date: June 12, 2002

COLOMER U.S.A., INC.

By: Vincent Bova
Name: Vincent Bova
Title: Senior Vice President and Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 12th day of June, 2002, personally came Vincent Bova, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President and Chief Financial Officer of COLOMER U.S.A., INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rosemary T. Sullivan
NOTARY PUBLIC
My Commission expires:

[Seal]

ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 20 02

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that ROUX LABORATORIES, INC., a corporation formed under the laws of New York, with its principal office at 625 Madison Avenue, New York, NY 10022 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes SOCIÉTÉ GÉNÉRALE, S.A., with offices at Génova 26, 28004 Madrid, Spain (hereafter called the " Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; . To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Date: June 12, 2002

ROUX LABORATORIES, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Senior Vice President and
Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On this 12th day of June, 2002, personally came Vincent Bova, to me known, who being by me duly sworn, did depose and say that he is the Senior Vice President and Chief Financial Officer of ROUX LABORATORIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rosemary J. Sullivan
NOTARY PUBLIC

My Commission expires: [Seal]

ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 2002

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that A.P. PRODUCTS LTD., a corporation formed under the laws of New York, with its principal office at 625 Madison Avenue, New York, NY 10022 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes SOCIÉTÉ GÉNÉRALE, S.A., with offices at Génova 26, 28004 Madrid, Spain (hereafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Date: June 12, 2002

A.P. PRODUCTS LTD.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President Finance

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 12th day of June, 2002, personally came Vincent Bova, to me known, who being by me duly sworn, did depose and say that he is the Vice President Finance of A.P. PRODUCTS LTD., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rosemary T. Sullivan
NOTARY PUBLIC

My Commission expires: [Seal]

ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 2002

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN CREW, INC., a corporation formed under the laws of Delaware, with its principal office at 1732 Champa Street, Denver, CO 80202 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes SOCIÉTÉ GÉNÉRALE, S.A., with offices at Génova 26, 28004 Madrid, Spain (hereafter called the " Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Date: June 12, 2002

AMERICAN CREW, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President and Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On this 12th day of June, 2002, personally came Vincent Bova, to me known, who being by me duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of AMERICAN CREW, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rosemary T. Sullivan
NOTARY PUBLIC

My Commission expires: [Seal]

ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 20 02 5

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that CREATIVE NAIL DESIGN, INC., a corporation formed under the laws of California, with its principal office at 1125 Joshua Way, Vista, CA 92083 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes SOCIÉTÉ GÉNÉRALE, S.A., with offices at Génova 26, 28004 Madrid, Spain (hereafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Collateral Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Date: June 12, 2002

CREATIVE NAIL DESIGN, INC.

By: Vincent Bova
Name: Vincent Bova
Title: Vice President and Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 12th day of June, 2002, personally came Vincent Bova, to me known, who being by me duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of CREATIVE NAIL DESIGN, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rosemary J. Sullivan
NOTARY PUBLIC
My Commission expires: [Seal]

ROSEMARY T SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires November 30, 20 02

**ADDENDUM NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS ADDENDUM NO. 1 to Trademark Security Agreement ("Addendum"), is made and entered into as of December 11, 2002 by COLOMER U.S.A., INC., ROUX LABORATORIES, INC., A.P. PRODUCTS LTD., AMERICAN CREW, INC. AND CREATIVE NAIL DESIGN, INC. (the "Companies", each a "Company") and SOCIÉTÉ GÉNÉRALE, S.A. (the "Agent"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Companies and the Agent have entered into a Trademark Security Agreement dated as of June 12, 2002 (the "Security Agreement"), which has been provided as guarantee of the secured obligations pursuant to Clause 26 of the Senior Credit Agreement (the "Credit Agreement") which was entered into between the Agent and some of The Colomer Group Companies as Borrowers and Guarantors.

WHEREAS, pursuant to Section 4 and 6 of the Security Agreement, each of the Companies granted a continuing security interest as described thereto in and to the trademarks listed on Schedule A of the Security Agreement.

WHEREAS, the Companies and the Agent have agreed to amend and update the trademarks listed on Schedule A of the Security Agreement, as a consequence of the amendment of Schedule 12 of the Credit Agreement.

WHEREAS, such amendment is made in compliance with all the terms and provisions of Section 42 of the Credit Agreement.

Accordingly, the parties agree to:

- Substitute Schedule A of the Security Agreement with the Amended Schedule A attached hereto.

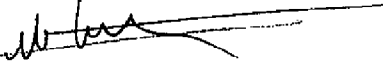
Except as otherwise provided herein, all terms and conditions of the Security Agreement remain unchanged and in full force and effect.

[SIGNATURES TO FOLLOW]

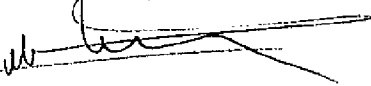
IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

The Companies:

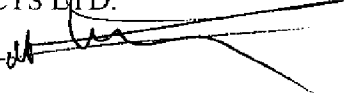
COLOMER U.S.A., INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

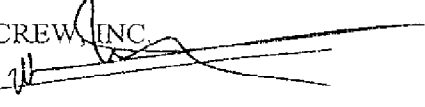
ROUX LABORATORIES, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman


A.P. PRODUCTS LTD.

By: 
Name: Carlos Colomer Casellas
Title: President

AMERICAN CREW, INC.


By: 
Name: Carlos Colomer Casellas
Title: Chairman

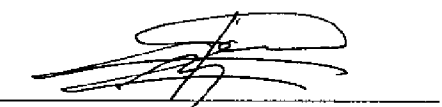
CREATIVE NAIL DESIGN, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman


Accepted and Agreed:


THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 
Name: Carlos Colomer Casellas


By: 
Name: CVC Directorship 2, S.L.
Represented by Javier de Jaime y Guijarro


THE COLOMER GROUP SPAIN, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting Group, S.L.
Represented by Carlos Colomer Casellas

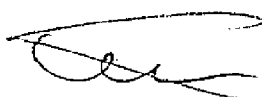
By: 
Name: CVC Directorship 2, S.L.
Represented by Javier de Jaime y Guijarro

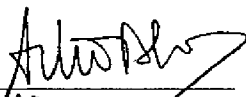
COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By: 
Name: Bonanova Hair and Beauty Consulting Group, S.L.
Represented by Carlos Colomer Casellas

By: 
Name: CVC Directorship 2, S.L.
Represented by Javier de Jaime y Guijarro

SOCIÉTÉ GÉNÉRALE, S.A.

By: 
Name: IGNACIO BLANCO

By: 
Name: ARTURO ALONSO

AMENDED SCHEDULE A

Trademarks

TRADEMARK	REG. NO.	COUNTRY	OWNER
C CREATIVE NAIL DESIGN	2220935	USA	Creative Nail Design, Inc.
RETENTION +	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.
ECLIPSE	1861575	USA	Creative Nail Design, Inc.
FORMATION	2004438	USA	Creative Nail Design, Inc.
RADICAL SOLARNAIL	2208857	USA	Creative Nail Design, Inc.
SOLAROIL (Stylized)	1682575	USA	Creative Nail Design, Inc.
FABU-LAXER (Stylized)	1304540	USA	Roux Laboratories, Inc.
LOTTABODY	954728	USA	Roux Laboratories, Inc.
POROSITY CONTROL (Stylized)	1632090	USA	Roux Laboratories, Inc.
GREAT FEELING	1507710	USA	Roux Laboratories, Inc.
ABBA PURE & NATURAL HAIR CARE	2319398	USA	Roux Laboratories, Inc.
GINSENG MIRACLE	1986047	USA	A.P. Products, Ltd.
AMERICAN CREW	2215539	USA	American Crew, Inc.
MOP	2339212	USA	American Crew, Inc.

ADDENDUM NUM. 2
Dated October 20, 2003

To

Trademark Security Agreement between

**COLOMER U.S.A., INC., ROUX LABORATORIES, INC., A.P. PRODUCTS LTD.,
AMERICAN CREW, INC., CREATIVE NAIL DESIGN, INC. AND FERMODYL
PROFESSIONALS, INC.**
(the "Companies")

And

SOCIÉTÉ GÉNÉRALE, S.A.
(the "Agent").

WHEREAS, the Companies and the Agent have entered into a Trademark Security Agreement dated as of June 12, 2002 (the "Trademark Security Agreement"), which has been provided as guarantee of the secured obligations pursuant to Clause 26 of the Senior Credit Agreement (the "Credit Agreement") which was entered into by some of The Colomer Group Companies as Borrowers and Guarantors and the Agent.

WHEREAS, pursuant to Section 4 and 6 of the Trademark Security Agreement each of the Companies granted a continuing security interest as described thereto in and to the trademarks listed in Schedule A of the Trademark Security Agreement.

WHEREAS, the Companies and the Agent have agreed to amend and update the trademarks listed in Schedule A of the Trademark Security Agreement, as a consequence of the amendment of Schedule 12 of the Credit Agreement by virtue of clause 24.14.4 of the mentioned agreement.

WHEREAS, such amendment is made in compliance with all the terms and provisions of Section 42 of the Credit Agreement.

WHEREAS, all the terms mentioned herein shall have the meaning specified in the Trademark Security Agreement.

Accordingly, the parties agree to:

- Substitute Schedule A of the Trademark Security Agreement with the revised Schedule A attached hereto.

Except as otherwise provided herein, all terms and conditions of the Trademark Security Agreement remain unchanged and in full force and effect.


[SIGNATURES TO FOLLOW]




IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written,

The Companies:

COLOMER U.S.A., INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

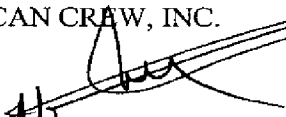
ROUX LABORATORIES, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

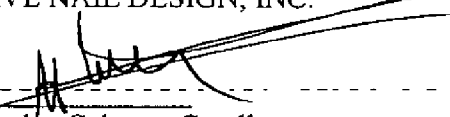
A.P. PRODUCTS LTD.

By: 
Name: Carlos Colomer Casellas
Title: President


AMERICAN CRAW, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

CREATIVE NAIL DESIGN, INC.

By: 
Name: Carlos Colomer Casellas
Title: Chairman

FERMODYL PROFESSIONALS, INC.

By: 
Name: Carlos Colomer Casellas
Title: President

Accepted and Agreed:

THE COLOMER GROUP PARTICIPATIONS, S.L.

By: 

Name: Carlos Colomer Casellas

By: 

Name: CVC Directorship 2, S.L.
Represented by Javier de Jaime y Guijarro

THE COLOMER GROUP SPAIN, S.L.

By: 

Name: Bonanova Hair and Beauty Consulting Group, S.L.
Represented by Carlos Colomer Casellas

COLOMER BEAUTY AND PROFESSIONAL PRODUCTS, S.L.

By: 

Name: Bonanova Hair and Beauty Consulting Group, S.L.
Represented by Carlos Colomer Casellas

SOCIÉTÉ GÉNÉRALE, S.A.

By: 

Name: IGNACIO BUSCO

By: 

Name: ARTURO BLASCO

SCHEDULE A**Trademarks**

TRADEMARK	REG. NO.	COUNTRY	OWNER
C CREATIVE NAIL DESIGN	2220935	USA	Creative Nail Design, Inc.
RETENTION +	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.
FORMATION	2004438	USA	Creative Nail Design, Inc.
RADICAL SOLARNAIL	2208857	USA	Creative Nail Design, Inc.
SOLAROIL	1682575	USA	Creative Nail Design, Inc.
FABU-LAXER	1304540	USA	Roux Laboratories, Inc.
LOTTABODY	954728	USA	Roux Laboratories, Inc.
POROSITY CONTROL	1632090	USA	Roux Laboratories, Inc.
GREAT FEELING	1507710	USA	Roux Laboratories, Inc.
ABBA PURE & NATURAL HAIR CARE	2319398	USA	Roux Laboratories, Inc.
GINSENG MIRACLE	1986047	USA	A.P. Products, Ltd.
AMERICAN CREW	2215539	USA	American Crew, Inc.
MOP	2339212	USA	American Crew, Inc.
FERMODYL	843802	USA	Fermodyl Professionals, Inc.

RELEASE OF SECURITY INTEREST

Dated: 13 DECEMBER, 2003

BETWEEN: CREATIVE NAIL DESIGN, INC.,
a California corporation
1125 Joshua Way
Vista, CA 92083 (the "Company")

AND: SOCIÉTÉ GÉNÉRALE, S.A., Sucursal en España,
a company organised under the laws of Spain,
having a registered office at Plaza Pablo Ruiz Picasso 1,
28020 Madrid, Spain (the "Agent")

WHEREAS, the Company, among other Colomer Group companies (the "CG Companies"), and the Agent have entered into a Trademark Security Agreement dated June 12, 2002 (the "Security Agreement"), which has been provided as a guarantee of the secured obligations pursuant to Clause 26 of the Senior Credit Agreement (the "Credit Agreement") which was entered into between the Agent and the Company and the CG Companies as Borrowers and Guarantors.

WHEREAS, pursuant to Section 4 and 6 of the Security Agreement, the Company and CG Companies granted a continuing security interest as described thereto in and to the trademarks listed on Schedule A of the Security Agreement.

WHEREAS, by Amendment No. 1 to the Trademark Security Agreement dated December 11, 2002 ("Amendment No. 1"), the Company, the CG Companies and Agent amended and updated the trademarks listed on Schedule A of the Security Agreement, as a consequence of the amendment of Schedule 12 of the Credit Agreement. Amendment No. 1 was recorded at the U.S. Patent and Trademark Office on March 20, 2003, at Reel/Frame 2699/0244 against Trademark Registration No. 1861575 for the trademark ECLIPSE in block letters (the "ECLIPSE Mark").

WHEREAS, the Agent no longer claims a security interest in the ECLIPSE Mark, releases any interest in the ECLIPSE Mark, and agrees that this Release of Security Interest may be recorded at the U.S. Patent and Trademark Office. This Release of Security Interest applies to the ECLIPSE Mark only and does not affect the security interest granted in other trademarks listed in the Security Agreement or Amendment No. 1.

IN WITNESS WHEREOF, Agent has executed this instrument as of the day and year first above written.

SOCIÉTÉ GÉNÉRALE, S.A., Sucursal en España

By: 

Name: Ignacio Blasco

Title: DIRECTOR

By: 

Name: Arturo Alonso

Title: MANAGING DIRECTOR