

06-16-1999



101068611

MRO

6-11-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/15/1999 DNGUYEN 00000166 0848414

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 3025.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 001906 FRAME: 0856

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0848414"/>	<input type="text" value="1912153"/>	<input type="text" value="1841142"/>
<input type="text" value="0859053"/>	<input type="text" value="0748178"/>	<input type="text" value="1842250"/>
<input type="text" value="1912154"/>	<input type="text" value="0805742"/>	<input type="text" value="1953719"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Carole S. Moorehouse

Name of Person Signing

Carole S. Moorehouse

Signature

5/28/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75649210"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75658442"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75649211"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1652852"/>	<input type="text" value="1969939"/>	<input type="text" value="1274715"/>
<input type="text" value="0883899"/>	<input type="text" value="0786926"/>	<input type="text" value="1253525"/>
<input type="text" value="1138930"/>	<input type="text" value="1253483"/>	<input type="text" value="1131120"/>
<input type="text" value="1255731"/>	<input type="text" value="0878357"/>	<input type="text" value="2014154"/>
<input type="text" value="1285726"/>	<input type="text" value="0827012"/>	<input type="text" value="1865139"/>
<input type="text" value="1267555"/>	<input type="text" value="1597048"/>	<input type="text" value="1744187"/>
<input type="text" value="1303382"/>	<input type="text" value="1588459"/>	<input type="text" value="1982915"/>

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1242491"/>	<input type="text" value="0753442"/>	<input type="text" value="2107543"/>
<input type="text" value="1748052"/>	<input type="text" value="2174018"/>	<input type="text"/>
<input type="text" value="0828335"/>	<input type="text" value="1678211"/>	<input type="text"/>
<input type="text" value="1785127"/>	<input type="text" value="0877532"/>	<input type="text"/>
<input type="text" value="1017724"/>	<input type="text" value="0852435"/>	<input type="text"/>
<input type="text" value="0774262"/>	<input type="text" value="0874840"/>	<input type="text"/>
<input type="text" value="0883902"/>	<input type="text" value="2059619"/>	<input type="text"/>

**PATENT, TRADEMARK, COPYRIGHT
AND LICENSE MORTGAGE**

THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE (the "Mortgage") made as of this 27th day of May, 1999, by The Lamaur Corporation, a Delaware corporation, with its principal business and chief executive office at 5601 East River Road, Fridley, Minnesota 55432 ("Mortgagor") in favor of Congress Financial Corporation (Central), with an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 ("Mortgagee"):

W I T N E S S E T H

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith, as amended and supplemented (the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Mortgage of Patents, Trademarks and Licenses. Subject to Section 3 below, to secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants a security interest in and mortgages to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, to the extent permitted by law, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired (the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all

rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit C attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iv) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents, the Trademarks, or the Copyrights or any other patent, trademark, service mark, copyright or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Zotos Agreements. This Mortgage and Mortgagee's rights granted hereunder are fully subject to and limited by the terms and conditions of that certain Asset Purchase Agreement dated July 15, 1998 between Mortgagor and Zotos International, Inc. ("Zotos"), that certain Supplemental Agreement dated July 15, 1998 between Mortgagor and Zotos, that certain Bill of Sale dated July 31, 1998, executed by Mortgagor in favor of Zotos, that certain Escrow Agreement dated July 31, 1998 between Mortgagor, Zotos and State Street Bank and Trust Company, that certain Manufacturing Services Agreement dated July 31, 1998 between Mortgagor and Zotos, that certain Transition Services Agreement dated July 31, 1998 between Mortgagor and Zotos, that certain Security Agreement dated July 31, 1998 between Mortgagor and Zotos, that certain License Agreement dated July 31, 1998 between Mortgagor and Zotos, and that certain Patent License Agreement dated July 31, 1998 between Mortgagor and Zotos (collectively, the "Zotos Agreements"); provided, it is agreed that the Zotos Agreements shall not limit Mortgagee's right to use the Intellectual Property in connection with a liquidation of Mortgagor's inventory or affect Mortgagee's right to receive the proceeds of the Intellectual Property in connection with a sale of the Collateral; provided, further, it is understood that inventory bearing any trademark, or manufactured with the patent, licensed to Zotos pursuant to the Zotos Agreements may not be sold to the professional market to the extent not permitted by the Zotos Agreements unless such sale is permitted by a valid court order.

4. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or, to the best of Mortgagor's knowledge, License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;

(ii) each Patent, Trademark, Copyright and License is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons, except as set forth in the Zotos Agreements;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and

(v) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

provided, that with respect to the foregoing representations and warranties, as a result of various settlements of proceedings and ongoing proceedings regarding the Trademarks, Mortgagor's right to use certain Trademarks may not be exclusive, and other than in connection with the sale of Mortgagor's products, Mortgagors' right to use the Trademarks may be limited by such settlements and proceedings.

5. Restrictions on Future Agreements. Except for a non-exclusive license that is necessary or convenient for purposes of enabling the purchaser of the Mortgagor's manufacturing facility in Fridley, Minnesota (or purchaser's successor-in-interest) to manufacture products for sale to Mortgagor or Mortgagor's contract customers, in which license the purchaser acknowledges the security interest of Mortgagor, Mortgagor agrees that until Mortgagor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks, Copyrights or Licenses, or enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

6. New Patents, Trademarks, Copyrights and Licenses. Mortgagor represents and warrants that (i) the Patents, Trademarks, Copyrights (including without limitation, all copyrightable labels) and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the commercially significant as well as all of the registered Patents, Trademarks, Copyrights and Licenses now owned by Mortgagor and (ii) the product labels listed on Exhibit C constitute all of Mortgagor's copyrightable product labels that are in use. If, before Mortgagor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing commercially significant Patents, Trademarks, Copyrights or Licenses or any copyrightable product labels that are in use of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new commercially significant patentable inventions, Patents, Trademarks, copyrightable works, Copyrights or Licenses, or (iii) become entitled to the benefit of any commercially significant Patents, Trademarks, Copyrights or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such Patents, Trademarks, Copyrights and Licenses. Without limiting the foregoing, Mortgagor agrees to promptly register any new or modified copyrightable label with the U.S. Copyright Office, but not in foreign jurisdictions and authorizes Mortgagee to modify this Mortgage by amending Exhibit C to include such product labels.

7. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon

the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagor to Mortgagee.

8. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Obligations and termination of the Financing Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor and shall be charged against the Obligations.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark, copyright or service mark applications pending as of the date hereof or hereafter until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, on all uncopyrighted but copyrightable works, and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, and (iv) to ensure that the Patents, Trademark, Copyrights and Licenses are and remain enforceable, as commercially reasonable; provided, that with respect to Patents, Trademarks and Copyrights (other than copyrightable labels) the Mortgagor shall only be required to take the foregoing actions specified in clauses (i) through (v) above to the extent it is commercially reasonable to do so. Without limiting the foregoing, Mortgagor will give Mortgagee prior written notice of (i) all changes to Borrower's copyrightable product labels and (ii) the use of any new copyrightable product labels. Borrower will register such changed and new labels as Copyrights prior to their use unless Mortgagee agrees otherwise in writing with respect to any particular label. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

12. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagor's Obligations shall have been paid in full and the Financing Agreements, have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the

terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Congress Financial Corporation (Central) as of the date first written above.

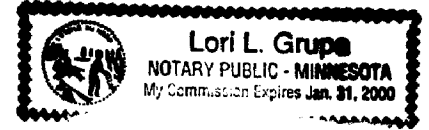
THE LAMAUR CORPORATION

By John J. Helfmann
Its Vice President Chief Financial Officer

STATE OF Minnesota)
) SS.
COUNTY OF Anoka)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 26th day of May, 1999, by John D. Hellmann, personally known to me to be the Vice President CFO. of The Lamaur Corporation, a Delaware corporation, on behalf of such corporation.

Lori L. Grupa



Notary Public

My Commission Expires:

1-31-00

THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:

Joseph M. Martin
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

EXHIBIT A

PATENTS

EXHIBIT A

PATENTS

U.S. Patent 5,656,257

U.S. Patent 4,552,685

U.S. Patent 5,344,643

U.S. Patent 5,462,727

Canadian Patent 1,156,151

Date of Registration

August 12, 1997

November 12, 1985

September 6, 1994

October 31, 1995

EXHIBIT B

TRADEMARKS

The Lamaur Corporation
Worldwide Trademark Applications and Registrations
April 20, 1999

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Argentina	Published	LAMAUR NATURAL REFLECTIONS	2,108,970	16-Oct-1997		
Argentina	Abandoned	PERMA SOFT	2,101,525	04-Sep-1997		
Argentina	Will Expire	PERMASOFT	1,684,062	14-Mar-1989	1,346,092	10-May-1989
Argentina	Opposition Lodged	SALON STYLE	2,096,188	05-Aug-1997		
Argentina	Abandoned	STYLE NATURAL REFLECTIONS	2,096,189	05-Aug-1997		
Argentina	Registered	STYLE NET	2,096,190	05-Aug-1997	1,697,254	26-Oct-1998
Argentina	Registered	TEXTRA	1,684,061	14-Mar-1989	1,408,694	30-Nov-1992
Aruba	Expired	LAMAUR	89,023,014	15-Mar-1989	14,423	14-Mar-1990
Aruba	Expired	PERMASOFT	89,032,016	15-Mar-1989	14,425	14-Mar-1990
Aruba	Expired	STYLAC	89,032,015	15-Mar-1989	14,424	14-Mar-1990

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Aruba	Expired	STYLE	89,032,013	15-Mar-1989	14,422	14-Mar-1990
Aruba	Expired	TEXTRA	89,032,012	15-Mar-1989	14,421	14-Mar-1990
Australia	Registered	LAMAUR NATURAL REFLECTIONS	750,077	02-Dec-1997	750,077	17-Jul-1998
Australia	Will Abandon	WILLOW LAKE	750,078	02-Dec-1997		
Bahama Islands	Registered	LAMAUR	13,275	17-Mar-1989	13,275	17-Mar-1989
Bahama Islands	Registered	PERMASOFT	13,276	17-Mar-1989	13,276	17-Mar-1989
Bahama Islands	Registered	STYLAC	13,273	17-Mar-1989	13,273	17-Mar-1989
Bahama Islands	Registered	STYLE	13,274	17-Mar-1989	13,274	17-Mar-1989
Bahama Islands	Registered	TEXTRA	13,272	17-Mar-1989	13,272	17-Mar-1989
Barbados	Registered	LAMAUR		19-Apr-1989	81/4846	16-Apr-1991
Barbados	Registered	PERMASOFT		19-Apr-1989	81/4400	16-Apr-1991
Barbados	Registered	STYLAC		16-Apr-1989	81/4845	16-Apr-1991

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Barbados	Abandoned	STYLE		19-Apr-1989		
Barbados	Registered	TEXTRA		19-Apr-1989	81/5008	15-Apr-1991
Bermuda	Registered	LAMAUR	20,558	15-Sep-1989	20,558	15-Sep-1989
Bermuda	Registered	PERMASOFT	20,563	15-Sep-1989	20,563	15-Sep-1989
Bermuda	Registered	STYLAC	20,561	15-Sep-1989	20,561	15-Sep-1989
Bermuda	Registered	TEXTRA	20,562	15-Sep-1989	20,562	15-Sep-1989
Brazil	Registered	LAMAUR	814,724,540	20-Apr-1989	814,724,540	02-Jan-1991
Brazil	Published	LAMAUR NATURAL REFLECTIONS	820,320,757	10-Oct-1997		
Brazil	Registered	STYLAC	814,724,558	20-Apr-1989	814,724,558	02-Jan-1991
Brazil	Registered	TEXTRA	814,721,419	14-Apr-1989	814,721,419	02-Jan-1991
Canada	Registered	ATN	656,714	07-May-1990	405,138	20-Nov-1992
Canada	Registered	DEDICATED TO THE ECOLOGY OF HAIR	638,660	29-Aug-1989	393,793	07-Feb-1992

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Canada	Pending	DESIGN ELEMENTS	Application filed	12-Apr-1999		
Canada	Registered	DRY STYLE	693,161	08-Nov-1991	406,877	08-Jan-1993
Canada	Registered	FINISH UP	657,046	10-May-1990	393,149	24-Jan-1992
Canada	Registered	FREE STYLE	625,956	28-Feb-1989	430,092	08-Jul-1994
Canada	Registered	HAIRMONICS	657,015	10-May-1990	398,446	22-May-1992
Canada	Registered	HI-GLEAM	656,561	07-May-1990	393,145	24-Jan-1992
Canada	Registered	ICELANDIA	624,189	30-Jan-1989	373,332	14-Sep-1990
Canada	Expired	INSTA-PERM (Stylized)	472,166	03-Jul-1981	266,284	05-Feb-1982
Canada	Registered	KINETICS	752,302	29-Apr-1994	464,896	25-Oct-1996
Canada	Registered	LA MAUR	392,897	22-Dec-1975	228,017	26-May-1978
Canada	Registered	LAMAUR	540,400	18-Apr-1985	325,193	27-Mar-1987
Canada	Pending	LAMAUR NATURAL REFLECTIONS	856,494	18-Sep-1997		

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Canada	Registered	LIFT UP	657,047	10-May-1990	393,150	24-Jan-1992
Canada	Registered	Miscellaneous Design (SALON TECH)	656,532	07-May-1990	397,283	17-Apr-1992
Canada	Registered	Miscellaneous Design (Triangle)	640,254	22-Sep-1989	397,232	17-Apr-1992
Canada	Registered	NUTRA-KICK	624,007	27-Jan-1989	374,470	19-Oct-1990
Canada	Registered	PERMA SOFT	638,649	25-Aug-1989	402,930	25-Sep-1992
Canada	Registered	PERMASOFT	537,442	27-Feb-1985	314,577	23-May-1986
Canada	Registered	PERMCARE	645,630	01-Dec-1989	384,606	17-May-1991
Canada	Registered	PERMCLEAN	647,905	02-Jan-1990	382,065	22-Mar-1991
Canada	Registered	PERMSEAL	647,042	18-Dec-1989	383,001	12-Apr-1991
Canada	Registered	PRE	647,040	18-Dec-1989	380,138	15-Feb-1991
Canada	Registered	PROTREAT	657,045	10-May-1990	393,861	07-Feb-1992
Canada	Registered	SALON STYLE	743,728	22-Dec-1993	474,615	14-Apr-1997

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Canada	Registered	SALON TECH and Design	657,010	15-May-1990	393,148	24-Jan-1992
Canada	Registered	SALONTECH	656,718	07-May-1990	413,826	25-Jun-1993
Canada	Registered	SILVER STYLE	657,042	10-May-1990	412,502	21-May-1993
Canada	Abandoned	STRATA	752,300	29-Apr-1994		
Canada	Registered	STROBE	656,707	07-May-1990	391,649	13-Dec-1991
Canada	Registered	STYLE	472,100	02-Jul-1981	270,361	18-Jun-1982
Canada	Pending	STYLE NATURAL REFLECTIONS	849,732	03-Jul-1997		
Canada	Registered	TEXTRA	568,042	20-Aug-1986	349,917	13-Jan-1989
Canada	Registered	WILLOW LAKE	817,067	04-Jul-1996	509,431	16-Mar-1999
Chile	Registered	LAMAUR	127,912	10-Mar-1989	346,420	21-Aug-1989
Chile	Registered	PERMASOFT	128,059	14-Mar-1989	352,087	15-Feb-1990
Chile	Registered	STYLAC	128,154	15-Mar-1989	351,138	17-Jan-1990

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Colombia	Registered	LAMAUR	92/299,665	14-Mar-1989	169,635	21-Nov-1994
Colombia	Registered	PERMASOFT	92/299,591	13-Mar-1989	169,630	21-Nov-1994
Colombia	Registered	STYLAC	92/300,762	07-Apr-1989	147,268	12-Aug-1993
Colombia	Registered	TEXTRA	92/299,592	13-Mar-1989	169,631	21-Nov-1994
Costa Rica	Registered	PERMASOFT		19-Jan-1993	83,236	15-Jul-1993
Dominican Republic	Registered	PERMASOFT			47,419	15-Sep-1989
Dominican Republic	Registered	TEXTRA			47,421	15-Sep-1989
Ecuador	Registered	PERMASOFT	15,117	14-Mar-1989	1524-90	25-May-1990
Ecuador	Registered	STYLAC	15,452-89	19-Apr-1989	1796-90	04-Jun-1990
El Salvador	Registered	COLOR SOFT	011997006170	15-Oct-1997	237 Book 79	12-Aug-1998
El Salvador	Registered	PERMA SOFT	011997006168	15-Oct-1997	122 Book 75	24-Apr-1998
El Salvador	Registered	SALON STYLE	011997006169	15-Oct-1997	238 Book 79	12-Aug-1998

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
El Salvador	Abandoned	STYLE	011997006164	15-Oct-1997		
El Salvador	Registered	STYLE NATURAL REFLECTIONS	011997006165	15-Oct-1997	58 Book 75	24-Apr-1998
El Salvador	Abandoned	STYLE NET	011997006166	15-Oct-1997		
El Salvador	Registered	WILLOW LAKE	011997006167	15-Oct-1997	28 Book 76	30-Apr-1998
France	Registered	LAMAUR	931,487	03-Jun-1988	1,469,535	03-Jun-1988
France	Cancelled	PERMA SOFT			1,358,544	10-Jun-1986
France	Cancelled	PERMASOFT			1,358,543	10-Jun-1986
Germany	Registered	LAMAUR	L22,391/3Wz	20-Apr-1978	985,079	04-May-1979
Germany	Registered	LAMAUR	397 42 869.3	08-Sep-1997	397 42 869	11-Dec-1997
Germany	Registered	LAMAUR NATURAL REFLECTIONS	397 42 868.5	08-Sep-1997	397 42 868	11-Dec-1997
Germany	Registered	WILLOW LAKE	397 42 867.7	08-Sep-1997	397 42 867	16-Dec-1997
Hong Kong	Registered	LA MAUR	270 of 1980	14-Sep-1978	270 of 1980	14-Sep-1978

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Jamaica	Registered	PERMASOFT	32,510	21-Mar-1989	22,964	12-Mar-1992
Jamaica	Registered	STYLAC	3/2508	21-Mar-1989	24,270	21-Mar-1989
Jamaica	Expired	TEXTRA	32,509	21-Mar-1989	23,932	21-Mar-1989
Japan	Lapsed	LAMAUR	63-63300	02-Jun-1988		
Japan	Lapsed	STYLE	63-63299	02-Jun-1988		
Japan	Lapsed	TEXTRA	63-49338	27-Apr-1988		
Malaysia	Pending	LAMAUR NATURAL REFLECTIONS	97/022,030	24-Dec-1997		
Malaysia	Pending	WILLOW LAKE	97/022,029	24-Dec-1997		
Mexico	Registered	KINETICS	182,978	12-Nov-1993	448,315	07-Dec-1993
Mexico	Registered	LAMAUR	209,220	23-Aug-1994	476,542	10-Oct-1994
Mexico	Pending	LAMAUR NATURAL REFLECTIONS	314,769	19-Nov-1997		
Mexico	Registered	PERMASOFT	154,160	11-Nov-1992	437,903	22-Jul-1993

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Mexico	Registered	SALON STYLE	196,412	18-Apr-1994	462,096	30-May-1994
Mexico	Registered	STYLAC	198,452	10-May-1994	465,459	30-Jun-1994
Mexico	Registered	WILLOW LAKE	276,593	11-Oct-1996	535,645	31-Oct-1996
Netherlands Antilles	Expired	LAMAUR	15,433	20-Apr-1989	15,433	11-Sep-1989
Netherlands Antilles	Expired	PERMASOFT	15,511	20-Apr-1989	15,511	24-Oct-1989
Netherlands Antilles	Expired	STYLAC	15,430	20-Apr-1989	15,430	11-Sep-1989
Netherlands Antilles	Expired	STYLE	15,623	20-Apr-1989	15,623	21-Dec-1989
Netherlands Antilles	Expired	TEXTRA	15,432	20-Apr-1989	15,432	11-Sep-1989
Nicaragua	Registered	COLOR SOFT	97-3092	11-Sep-1997	37,514 C.C.	15-Jun-1998
Nicaragua	Registered	PERMA SOFT	97-3093	11-Sep-1997	37,515 C.C.	15-Jun-1998
Nicaragua	Registered	SALON STYLE	97-3094	11-Sep-1997	37,455 C.C.	09-Jun-1998
Nicaragua	Registered	STYLE	97-3095	11-Sep-1997	37,958 C.C.	14-Jul-1998

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Nicaragua	Registered	STYLE NATURAL REFLECTIONS	97-3096	11-Sep-1997	37,531 C.C.	17-Jun-1998
Nicaragua	Registered	STYLE NET	97-3097	11-Sep-1997	37,532 C.C.	17-Jun-1998
Nicaragua	Registered	WILLOW LAKE	97-3098	11-Sep-1997	37,441 C.C.	10-Jun-1998
Panama	Registered	LAMAUR	055,162		055,162	17-Dec-1991
Panama	Registered	PERMASOFT	055,161		055,161	05-Feb-1992
Panama	Registered	STYLAC	055,170		055,170	23-Dec-1991
Panama	Registered	STYLE	056,364		056,364	21-Oct-1994
Paraguay	Registered	PERMASOFT	19,992	11-Dec-1992	166,827	16-Dec-1993
Peru	Registered	PERMASOFT	213,099		102,033	05-Mar-1993
Saudi Arabia	Abandoned	STYLE	39321	17-Jun-1997		
Singapore	Pending	LAMAUR NATURAL REFLECTIONS	15546/97	18-Dec-1997		
Singapore	Abandoned	WILLOW LAKE	15547/97	18-Dec-1997		

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Spain	Registered	LAMAUR	2,115,755	25-Sep-1997	2,115,755	25-Sep-1997
Sweden	Expired	LAMAUR			167,131	06-Apr-1979
Taiwan	Registered	STYLE (in Chinese letters)			663,358	15-Dec-1994
Thailand	Registered	ALLEGRO	194,837	12-Oct-1989	137,313	04-Apr-1990
Thailand	Registered	GAMMA QUOTIENT	194,839	12-Oct-1989	138,120	12-Oct-1989
Thailand	Registered	LAMAUR	371,321 (new renewal number)	03-Nov-1978	Kor83187 (new renewal no.)	03-Nov-1978
Thailand	Registered	NUCLEO	194,841	12-Oct-1989	141,222	12-Oct-1989
Thailand	Registered	ORGANI CURL	194,032	22-Sep-1989	140,058	22-Sep-1989
Thailand	Registered	PERMA SOFT	194,033	22-Sep-1989	139,650	22-Sep-1989
Thailand	Registered	PERMCLEAN	194,842	12-Oct-1989	140,063	12-Oct-1989
Thailand	Registered	PERMSEAL	194,843	12-Oct-1989	140,064	12-Oct-1989
Thailand	Registered	STYLAC	194,034	22-Sep-1989	136,942	22-Sep-1989

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
Thailand	Pending	STYLE	256,132	25-Nov-1993		
Thailand	Registered	STYLE (Stylized)	105,790	06-Dec-1978	68,286	06-Dec-1978
Thailand	Registered	TEXTRA	194,036	22-Sep-1989	136,944	22-Sep-1989
Thailand	Registered	Triangle Design	194,844	12-Oct-1989	137,714	12-Oct-1989
Trinidad & Tobago	Registered	LAMAUR	B18,035	15-Mar-1989	B18,035	19-Aug-1992
Trinidad & Tobago	Registered	PERMASOFT	B18,037	15-Mar-1989	B18,037	19-Aug-1992
Trinidad & Tobago	Registered	STYLAC	B18,036	15-Mar-1989	B18,036	02-Jul-1993
Trinidad & Tobago	Registered	STYLE	B18,033	15-Mar-1989	B18,033	19-Aug-1992
Trinidad & Tobago	Registered	TEXTRA	B18,034	15-Mar-1989	B18,034	19-Aug-1992
United Kingdom	Expired	ALLEGRO	1,397,692	08-Sep-1989	1,397,692	08-Sep-1989
United Kingdom	Expired	GAMMA QUOTIENT	1,397,536	08-Sep-1989	1,397,536	08-Sep-1989
United Kingdom	Expired	LA MAUR (Stylized)	1,076,119	24-Mar-1977	1,076,119	24-Mar-1984

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United Kingdom	Registered	LAMAUR	1,217,813	01-May-1984	1,217,813	03-Jul-1985
United Kingdom	Registered	LAMAUR	1,283,154	01-Oct-1986	1,283,154	17-Aug-1990
United Kingdom	Registered	LAMAUR APPLE PECTIN and Design	1,400,981	11-Oct-1989	1,400,981	19-Jun-1992
United Kingdom	Expired	NU-PLEX, NUCLEIC A and Triangle Design	1,409,693	05-Jan-1990	1,409,693	05-Jan-1990
United Kingdom	Expired	NUCLEO	1,397,694	08-Sep-1989	1,397,694	08-Sep-1989
United Kingdom	Registered	STYLAC	1,397,532	08-Sep-1989	1,397,532	08-Sep-1989
United Kingdom	Registered	Triangle Design	1,322,062	22-Sep-1987	1,322,062	26-Jun-1987
United States	Registered	60-SECOND SPA	74/422,839	06-Aug-1993	1,917,520	12-Sep-1995
United States	Cancelled	ATN	74/002,899	16-Nov-1989	1,662,149	29-Oct-1991
United States	Registered	BE BLONDE	72/264,429	10-Feb-1967	848,414	30-Apr-1968
United States	Registered	BE BLONDE PLUS II	72/264,428	10-Feb-1967	859,053	22-Oct-1968
United States	Registered	BEGIN AGAIN	72/215,510	01-Apr-1965	811,470	19-Jul-1966

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Expired	BIO-T	73/139,464 4	31-Aug-1977	1,089,004	11-Apr-1978
United States	Registered	BODY BOOST	74/518,787	29-Apr-1994	1,912,154	15-Aug-1995
United States	Registered	CLEANMIST	74/518,786 7	29-Apr-1994	1,912,153	15-Aug-1995
United States	Registered	COLOR GUARD	72/129,564 6	10-Oct-1961	748,178	16-Apr-1963
United States	Registered	COLOR-GUARD	72/184,081 10	06-Jan-1964	805,742	15-Mar-1966
United States	Abandoned	COLORSOFT	75/159,576 11	03-Sep-1996		
United States	Unfiled	COMPLEAT2	Common Law Mark			
United States	Registered	CRYSTAL GLAZE	73/428,052 12	31-May-1983	1,281,197	12-Jun-1984
United States	Registered	CURL & GO	74/389,124 13	07-May-1993	1,841,142	21-Jun-1994
United States	Registered	CURL MEMORY	74/389,123	07-May-1993	1,842,250	28-Jun-1994
United States	Registered	DANDRI-CARE	72/172,023 14	27-Jun-1963	775,939	25-Aug-1964
United States	Registered	DEDICATED TO THE ECOLOGICAL OF HAIR	73/799,808 15	15-May-1989	1,580,973	06-Feb-1990
United States	Registered					

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	DEFRIZZ'N SHINE	74/524,427 17	09-May-1994	1,953,719	30-Jan-1996
United States	Pending	DESIGN ELEMENTS	75/639,129 18	09-Feb-1999		
United States	Registered	DRY STYLE	74/038,076 14	13-Mar-1990	1,652,852	06-Aug-1991
United States	Registered	ETC.	72/300,281 20	12-Jun-1968	883,899	06-Jan-1970
United States	Registered	EXO (Stylized Letters)	73/305,809 21	15-Apr-1981	1,224,775	25-Jan-1983
United States	Cancelled	FINISH UP	73/839,986 22	14-Nov-1989	1,623,214	20-Nov-1990
United States	Cancelled	FREE STYLE	73/749,795 23	02-Sep-1988	1,640,139	09-Apr-1991
United States	Registered	FREESTYLE	73/135,028 24	25-Jul-1977	1,138,930	26-Aug-1980
United States	Pending	HAIR COSMETICS	75/649,210 25	26-Feb-1999		
United States	Cancelled	HAIRMONICS	73/839,985 26	14-Nov-1989	1,623,213	20-Nov-1990
United States	Registered	HANDGUARD	73/341,603 27	14-Dec-1981	1,255,731	01-Nov-1983
United States	Will Expire	HE MAN	72/304,474 28	06-Aug-1968	874,409	05-Aug-1969

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Abandoned	HEALTHY HAIR FOR YOUR FAMILY	75/159,522	03-Sep-1996		
United States	Cancelled	HI-GLEAM	74/000,598	16-Nov-1989	1,621,917	13-Nov-1990
United States	Registered	HLC (Stylized Letters)	73/286,141	17-Nov-1980	1,242,493	21-Jun-1983
United States	Expired	HOLD & HOLD & HOLD	73/131,690	24-Jun-1977	1,099,959	22-Aug-1978
United States	Registered	HYDROPHILIC	73/373,348	06-Jul-1982	1,293,689	11-Sep-1984
United States	Registered	INSTA-LASH	73/368,789	09-Jun-1982	1,285,726	17-Jul-1984
United States	Registered	INSTANT LASH	73/348,748	04-Feb-1982	1,267,555	21-Feb-1984
United States	Registered	LA MAUR LITE (Stylized Letter)	73/350,215	16-Feb-1982	1,266,075	07-Feb-1984
United States	Registered	LAMAUR	73/012,054	28-Jan-1974	1,018,351	19-Aug-1975
United States	Registered	LAMAUR	73/448,355	17-Oct-1983	1,303,382	06-Nov-1984
United States	Expired	LANOLIN LUXURY (Stylized Letters)	71/682,348	25-Feb-1955	644,854	30-Apr-1957
United States	Cancelled	LIFT UP	73/839,981	14-Nov-1989	1,627,908	18-Dec-1990

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Pending	LIQUID SILK		01-Apr-1999		
United States	Expired	LOCKER ROOM	73/098,280 41	30-Aug-1976	1,062,018	29-Mar-1977
United States	Registered	MERINGUE	73/238,733 42	13-Nov-1979	1,156,902	09-Jun-1981
United States	Cancelled	Miscellaneous Design (Salontech)	73/839,995 43	15-Nov-1989	1,607,088	24-Jul-1990
United States	Registered	MOISTURE POTION	74/674,504 44	16-May-1995	1,969,939	23-Apr-1996
United States	Registered	MR. STYLE	72/332,957 45	18-Jul-1969	890,607	05-May-1970
United States	Registered	'NAMEL DRY	72/162,346 46	08-Feb-1963	786,926	16-Mar-1965
United States	Registered	NATURALLY 10	74/161,994 47	29-Apr-1991	1,794,068	21-Sep-1993
United States	Abandoned	NATURE'S PRESCRIPTION FOR BEAUTIFUL HAIR	75/159,577 48	03-Sep-1996		
United States	Cancelled	NEUTRA 7	73/186,357 44	21-Sep-1978	1,118,601	22-May-1979
United States	Registered	NITE LITE	73/273,340 50	04-Aug-1980	1,253,483	11-Oct-1983
United States	Registered	NU-GEL	73/238,735 51	13-Nov-1979	1,197,602	15-Jun-1982

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	NUCLEO-PAK	73/463,990 <i>S2</i>	03-Feb-1984	1,318,837	12-Feb-1985
United States	Registered	ORGANAPRO	73/203,351 <i>S3</i>	09-Feb-1979	1,148,599	24-Mar-1981
United States	Registered	ORGANICOLOR	72/314,428 <i>S4</i>	13-Dec-1968	878,357	07-Oct-1969
United States	Registered	ORGANICORE	72/233,609 <i>S5</i>	30-Nov-1965	827,012	04-Apr-1967
United States	Registered	PERMA SOFT	73/788,695 <i>S6</i>	23-Mar-1989	1,597,048	22-May-1990
United States	Registered	PERMA SOFT	73/727,852 <i>S7</i>	12-May-1988	1,588,459	27-Mar-1990
United States	Registered	PERMACARE	73/376,822 <i>S8</i>	26-Jul-1982	1,274,714	24-Apr-1984
United States	Registered	PERMACURL	73/376,823 <i>S9</i>	26-Jul-1982	1,274,715	24-Apr-1984
United States	Registered	PERMANIZER	73/376,824 <i>L0</i>	26-Jul-1982	1,283,972	03-Jul-1984
United States	Registered	PERMASOFT	73/376,821 <i>L1</i>	26-Jul-1982	1,253,525	11-Oct-1983
United States	Cancelled	PERMCLEAN	73/820,578 <i>L2</i>	21-Aug-1989	1,603,323	26-Jun-1990
United States	Cancelled	PERMSEAL	73/815,534 <i>L3</i>	28-Jul-1989	1,607,942	31-Jul-1990

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	POLYMETRIC	73/238,731 64	13-Nov-1979	1,179,713	01-Dec-1981
United States	Cancelled	PRE	73/815,533 65	28-Jul-1989	1,598,071	29-May-1990
United States	Abandoned	PREVENTIVE CARE	74/254,366 66	11-Mar-1992		
United States	Abandoned	PREVENTIVE CARE	75/108,125 67	22-May-1996		
United States	Exp. Abandon	PRO-STYL	72/063,555 68	02-Dec-1958	684,188	25-Aug-1959
United States	Registered	PROTECT	73/109,410 69	13-Dec-1976	1,131,120	26-Feb-1980
United States	Registered	PROTECT	73/355,059 70	17-Mar-1982	1,253,510	11-Oct-1983
United States	Registered	PROTECT	73/370,559 71	21-Jun-1982	1,284,853	10-Jul-1984
United States	Registered	PROTECT'N SHINE	74/524,796 72	09-May-1994	2,014,154	05-Nov-1996
United States	Cancelled	PROTREAT	73/839,990 73	14-Nov-1989	1,600,260	12-Jun-1990
United States	Registered	PS and Design	74/428,207 74	24-Aug-1993	1,865,139	29-Nov-1994
United States	Registered	SALON QUALITY AT A FRACTION OF THE PRICE	74/518,788 75	29-Apr-1994	1,920,656	19-Sep-1995

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	SALON STYLE	73/837,593 76	10-Nov-1989	1,744,187	05-Jan-1993
United States	Registered	SALON STYLE and Design	74/519,362 77	20-Apr-1994	1,982,915	25-Jun-1996
United States	Cancelled	SALONTECH	73/839,965 78	15-Nov-1989	1,607,953	31-Jul-1990
United States	Cancelled	SALONTECH and Design	74/008,718 75	07-Dec-1989	1,620,742	06-Nov-1990
United States	Pending	SECRET FORMULA	75/658,442 80	11-Mar-1999		
United States	Registered	SENSUEYES (stylized)	73/277,203 81	08-Sep-1980	1,242,491	21-Jun-1983
United States	Cancelled	SILVER STYLE	73/837,596 82	13-Nov-1989	1,625,535	04-Dec-1990
United States	Registered	SIMPLY SUPER	72/331,267 83	30-Jun-1969	886,016	10-Feb-1970
United States	Registered	SMOOTH CURLS	74/278,870 84	22-May-1992	1,748,052	26-Jan-1993
United States	Cancelled	STROBE	74/002,894 85	16-Nov-1989	1,618,331	23-Oct-1990
United States	Registered	STYLAC	72/244,226 86	25-Apr-1966	828,335	02-May-1967
United States	Expired	STYLAIRE	73/075,045 87	22-Jan-1976	1,046,625	24-Aug-1976

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	STYLAST	72/174,772 88	09-Aug-1963	770,506	26-May-1964
United States	Registered	STYLE	74/335,186 84	27-Nov-1992	1,785,127	03-Aug-1993
United States	Registered	STYLE	72/365,445 90	16-Jul-1970	1,017,724	05-Aug-1975
United States	Registered	STYLE	72/176,203 91	03-Sep-1963	774,262	28-Jul-1964
United States	Registered	STYLE	72/320,392 92	03-Mar-1969	883,902	06-Jan-1970
United States	Registered	STYLE	72/049,443 93	10-Apr-1958	753,442	23-Jul-1963
United States	Expired	STYLE	72/365,104 94	13-Jul-1970	1,029,665	06-Jan-1976
United States	Registered	STYLE CREST and Design	72/270,559 95	03-May-1967	880,046	04-Nov-1969
United States	Cancelled	STYLE LIFT	74/022,478 96	25-Jan-1990	1,647,155	11-Jun-1991
United States	Registered	STYLE LITE	73/232,851 97	26-Sep-1979	1,154,432	19-May-1981
United States	Registered	STYLE NATURAL REFLECTIONS	75/289,507 98	09-May-1997	2,174,018	14-Jul-1998
United States	Registered	STYLE PLUS	74/085,029 99	06-Aug-1990	1,678,211	10-Mar-1992

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	STYLE-EYES	72/074,636 102	27-May-1959	706,408	25-Oct-1960
United States	Expired	STYLE-GRIP	72/364,790 101	09-Jul-1970	1,029,691	06-Jan-1976
United States	Will Expire	STYLE-KEEP	72/262,849 102	19-Jan-1967	875,183	19-Aug-1969
United States	Registered	STYLE-O-MATIC	72/306,094 103	28-Aug-1968	880,069	04-Nov-1969
United States	Registered	STYLETTE	72/212,014 104	15-Feb-1965	802,849	25-Jan-1966
United States	Registered	STYLIS (Stylized Letters)	71/477,704 105	18-Dec-1944	427,062	28-Jan-1947
United States	Registered	STYLIST	72/225,251 106	09-Aug-1965	862,032	17-Dec-1968
United States	Registered	STYLIST	72/212,015 107	15-Feb-1965	802,850	25-Jan-1966
United States	Registered	STYLISTS DELIGHT	72/256,691 108	18-Oct-1966	884,199	13-Jan-1970
United States	Registered	STYLON	72/174,773 109	09-Aug-1963	770,507	26-May-1964
United States	Registered	SUPER NET	72/319,322 110	17-Feb-1968	877,532	23-Sep-1969
United States	Abandoned	SUPER STYLE	75/289,510 111	09-May-1997		

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	TEEN STYLE	72/242,136 112	29-Mar-1966	852,435	09-Jul-1968
United States	Registered	TEMPRA TONES	72/222,948 113	08-Jul-1965	808,659	17-May-1966
United States	Registered	TEXTRA	72/305,943 114	26-Aug-1968	874,840	12-Aug-1969
United States	Expired	THERMAL PROCESSING SYSTEM (Stylized)	73/070,244 115	26-Nov-1975	1,076,351	01-Nov-1977
United States	Will Expire	TOP STYLE	72/044,058 116	16-Jan-1958	683,014	04-Aug-1959
United States	Cancelled	Triangle Design	73/668,705 117	26-Jun-1987	1,484,926	19-Apr-1988
United States	Pending	URBANE	75/649,211 118	26-Feb-1999		
United States	Unfiled	USE IT OR LOSE IT				
United States	Abandoned	USING NATURE'S PRESCRIPTION FOR BEAUTIFUL HAIR	75/159,573 119	03-Sep-1996		
United States	Registered	VITAFIXX	74/522,019 120	29-Apr-1994	2,059,619	06-May-1997
United States	Registered	WARM WAVE	73/155,929 121	19-Jan-1978	1,124,597	28-Aug-1979

Country	Status	Trademark Name:	Appl. No:	Filing Date:	Reg. No:	Reg. Date:
United States	Registered	WILLOW LAKE	74/488,409	09-Feb-1994	2,107,543	21-Oct-1997
Venezuela	Registered	LAMAUR	4,863-89	04-Apr-1989	153,162	16-Feb-1994
Venezuela	Abandoned	LAMAUR NATURAL REFLECTIONS	20202/97	06-Oct-1997		
Venezuela	Registered	PERMASOFT	5,702	19-May-1986	124,201	19-May-1986
Venezuela	Abandoned	SALON STYLE	20203-97	06-Oct-1997		
Venezuela	Registered	STYLAC	6403-89	02-May-1989	153,516	16-Feb-1994
Venezuela	Abandoned	STYLE NATURAL REFLECTIONS	20205/97	06-Oct-1997		
Venezuela	Abandoned	STYLE NET	20204/97	06-Oct-1997		

EXHIBIT C
COPYRIGHTS

FROM LEONARD STREET DEINARD

(WED) 5.12'99 15:18/ST. 15:12/NO. 4261040269 P 2

EXHIBIT C

**The Lamaur Corporation Titles of Copyrights
Copyright Applications Filed on May 6, 1999**

- 2-68640 SALON STYLE® Pro Mist Hair Spray 9.5 oz.
- 2-68740 SALON STYLE® CLEANMIST® Hair Spray 9.5 oz.
- 2-86440 SALON STYLE® Spray-On Styling Gel 10 oz.
- 2-10100 WILLOW LAKE® Citrus & Rosemary Shampoo 16 oz.
- 2-10200 WILLOW LAKE® Lavender & Mint Shampoo 16 oz.
- 2-10400 WILLOW LAKE® Witch Hazel & Honeysuckle Shampoo 16 oz.
- 2-50300 WILLOW LAKE® Vitamin E, Carrot Extract & Milk Protein Conditioner 16 oz.
- 2-10000 WILLOW LAKE® Cherry Bark & Irish Moss Conditioning Shampoo 16 oz.
- 2-50200 WILLOW LAKE® Sunflower, Honey & Hibiscus Conditioner 16 oz.
- 2-50000 WILLOW LAKE® Hops, Apricot & Almond Conditioner 16 oz.
- 2-61231 STYLE® Natural Hold Hair Spray 7 oz.
- 2-61901 STYLE® Natural Hold Hair Spray 14 oz.
- 2-70400 PERMA SOFT® Frizz Control Cream 4.5 oz.
- 2-25204 STYLE PLUS® Shampoo and Conditioner In-One 13 oz.
- 2-61701 STYLE® Super Hold Hair Spray 14 oz.
- 2-80900 WILLOW LAKE® Rosehips & Ivy Spray Gel 8 oz.
- 2-12604 STYLE® Regular Shampoo 13 oz.
- 2-61601 STYLE® Unscented Super Hold Hair Spray 14 oz.
- 2-54204 STYLE® Moisturizing Conditioner 13 oz.
- 2-62500 WILLOW LAKE® Raspberry Leaves & Vitamin E Non-Aerosol Hair Spray 8 oz
- 2-12304 STYLE® Extra Body Shampoo 13 oz.

FROM LEONARD STREET DEINARD

(WED) 5. 12' 99 15:18/ST. 15:12/NO. 4261040269 P 3

- 2-25401 STYLE PLUS® Shampoo and Conditioner In-One 24 oz.
- 2-12204 STYLE® Moisturizing Shampoo
- 2-60731 STYLE® Super Hold Hair Spray 7 oz.
- 2-62431 STYLE® Unscented Super Hold Hair Spray 7 oz.
- 2-24201 STYLE® Moisturizing Shampoo 24 oz.
- 2-24301 STYLE® Extra Body Shampoo 24 oz.
- 2-24601 STYLE® Regular Shampoo 24 oz.
- 2-52201 STYLE® Moisturizing Conditioner 24 oz.
- 2-52601 STYLE® Regular Conditioner 24 oz.
- 2-17201 PERMA SOFT® Moisturizing Shampoo 13 oz.
- 2-67700 WILLOW LAKE® Aloe & Clover Blossom Mousse 8.5 oz.
- 2-62700 WILLOW LAKE® White Lily & Jasmine Aerosol Hair Spray 8.5 oz.

Additional copyrightable labels for which copyright registration will be applied within 14 days of the date of this Agreement.

EXHIBIT D

LICENSE AGREEMENTS

EXHIBIT D

LICENSE AGREEMENTS

1. License Agreement dated July 15, 1998 between The Lamaur Corporation and Zotos International, Inc.
2. Patent License Agreement dated July 15, 1998 between The Lamaur Corporation and Zotos International, Inc.
3. License Agreement dated May 5, 1993 between Intertec Ltd. and The Lamaur Corporation (formerly Electronic Hair Styling, Inc.)