

04-30-2001



TRADEMARK

MAR 27 2001

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RECORDATION FORM COVER
TRADEMARKS ONLY



10.02.01

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
- Change of Name
- Other

Effective Date
Month Day Year
02-15-01

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
02-15-01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

1960228

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 Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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40.00 DP

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: 002283 FRAME: 0166

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)

<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"/>

Registration Number(s)

<input type="text" value="1"/>	<input type="text" value="960"/>	<input type="text" value="228"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

JOHN N MALYSKA ATTORNEY
Name of Person Signing

John N Malyska
Signature

3-21-01
Date Signed

ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK

THIS ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK (the "**Amendment**") made as of February 15, 2001, by

TWEEZERMAN CORPORATION, a corporation of the State of New York with its principal corporate place of business at 55 Sea Cliff Avenue, Glen Cove, Nassau County, New York 11542 ("**Debtor**")

in favor of

FLEET CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Rhode Island with offices at 300 Broad Hollow Road, Melville, New York 11747-4850 (as assignee of Fleet Bank, National Association and hereinafter "**Fleet Capital**")

W I T N E S S E S T H A T :

(1) **WHEREAS**, on or about June 24, 1996, Debtor and Fleet Capital's predecessor-in-interest Fleet Bank, National Association (hereinafter "**Fleet Bank**") entered into a certain loan and financing agreement and related documents (collectively the "**1996 Financing Agreements**");

(2) **WHEREAS**, the 1996 Financing Agreements set forth the terms under which Debtor could obtain certain monetary advances from Fleet Bank under a certain revolving loan facility;

(3) **WHEREAS**, as security to collateralize the obligations of Debtor under the 1996 Financing Agreements, Debtor gave to Fleet Bank, among other things, the security and collateral set forth in that certain instrument entitled "Security Agreement Trademark" (hereinafter the "**1996 Security Agreement**"), such 1996 Security Agreement being dated on or about June 24, 1996 and recorded on July 1, 1996 in the Patent and Trademark Office of the United States Department of Commerce in Reel/Frame 1477/0556;

(4) **WHEREAS**, the rights of Fleet Bank in the 1996 Security Agreement have been assigned to Fleet Capital named herein;

(5) **WHEREAS**, Debtor and Fleet Capital have agreed to replace the 1996 Financing Agreements with a certain Loan and Security Agreement dated on or about even date herewith and the Loan Documents described therein (such certain Loan and Security Agreement and Loan Documents and all extensions, modifications [including increases in amount] and renewals

thereof and substitutions therefor and refinancings thereof being hereinafter referred to as the “**Fleet Capital Financing Agreements**”);

(6) **WHEREAS**, in order to induce Fleet Capital to execute the Fleet Capital Financing Agreements and perform its obligations thereunder Debtor is required to and is willing to execute this Amendment in restatement and amendment of the 1996 Security Agreement and is to comply with the provisions hereof;

NOW THEREFORE, in consideration of the premises and the covenants contained in this Amendment and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Debtor does hereby agree as follows:

1. **Consent to Assignment to Fleet Capital.** Debtor hereby consents to Fleet Bank’s assignment to Fleet Capital of all of Fleet Bank’s rights and remedies under the 1996 Security Agreement and Debtor hereby releases Fleet Bank from any obligation which Fleet Bank may have under the 1996 Security Agreement.

2. **Amendment of Definition of “Secured Party”.** Any time the term “**Secured Party**” appears in the 1996 Security Agreement, that term shall mean “**FLEET CAPITAL CORPORATION**” with offices at 300 Broad Hollow Road, Melville, New York 11747 (it being understood that Fleet Capital Corporation is the assignee of Fleet Bank, National Association).

3. **Amendment of Paragraph 3 of the 1996 Security Agreement.** Paragraph 3 of the 1996 Security Agreement is deleted and the following paragraph is hereby substituted in its place and stead:

“The Debtor’s obligations to the Secured Party consist of the following indebtedness and other obligations (all capitalized terms to have the meanings given to them in that certain Loan and Security Agreement between Secured Party and Debtor dated in February 2001 and the Loan Documents described therein [such certain Loan and Security Agreement and Loan Documents and all extensions, modifications, including increases in amount, and renewals thereof and substitutions therefor and refinancings thereof being hereinafter referred to as the “**Fleet Capital Financing Agreements**”]):

“(a) principal due on the Revolving Loan and the Revolving Note (including all advances and re-advances under the Revolving Loan and Revolving Note) to be paid with interest thereon as required by the Fleet Capital Financing Agreements and the Revolving Note;

- “(b) advances and re-advances which are and which may be made from time to time by Secured Party to Debtor not in compliance with the Lending Formula or the **"loan value"** requirements of **Article II** of the Fleet Capital Financing Agreements;
- “(c) principal due on the Foreign Exchange Line of Credit (including all advances and re-advances made by Secured Party or any LENDER’s Affiliate [including Fleet National Bank] or any successor thereto to, on behalf of or for the account of Debtor under the Foreign Exchange Line of Credit) to be paid with interest thereon as required by the Fleet Capital Financing Agreements (including the FX Master Netting Agreement) relating to the Foreign Exchange Line of Credit;
- “(d) advances and re-advances which are and which may be made from time to time by Secured Party or any LENDER’s Affiliate [including Fleet National Bank] or any successor thereto to, on behalf of or for the account of Debtor over and above any monetary limitation on the Revolving Loan and/or the Foreign Exchange Line of Credit and over and above any other lending limitation contained in the Fleet Capital Financing Agreements, and the interest thereon;
- “(e) all amounts which Secured Party or any LENDER’s Affiliate [including Fleet National Bank] or any successor thereto has actually advanced or is contingently liable to advance on account of Letters of Credit; and/or in the event that Secured Party is not itself the issuer of any Letter of Credit, all amounts which Secured Party actually advances or is contingently liable to advance to any such issuer (including without limitation any LENDER’s Affiliate [including Fleet National Bank] or any successor thereto on account of the Letters of Credit;
- “(f) the Letter of Credit Obligations;
- “(g) principal and interest on any Other Loans;

- “(h) any and all other advances and re-advances made by Secured Party prior to, on and after the date of the Fleet Capital Financing Agreements to, or on the account of, Debtor;
- “(i) any and all interest, commissions, checking account overdrafts, bank overdrafts, and other obligations, liabilities and indebtedness owed by Debtor to Secured Party or any LENDER’s Affiliate (whether direct or indirect, primary, secondary, contingent, joint or several, and regardless of how acquired by Secured Party or any such Lender’s Affiliate) which are due or which will arise or become due in the future, no matter how or when arising and whether under any now existing or future agreement or instrument of whatever nature (1) between Debtor and Secured Party or (2) between Debtor and any LENDER’s Affiliate or (3) otherwise;
- “(j) the performance and fulfillment by Debtor of all the terms, conditions, promises, covenants and provisions contained in the Fleet Capital Financing Agreements, or in any now existing agreement or future agreement or instrument of whatever nature (1) between Debtor and Secured Party or (2) between Debtor and any LENDER’s Affiliate;
- “(k) Debtor’s obligation to indemnify Secured Party from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which Secured Party may incur (or which may be claimed against Secured Party by any person or entity whatsoever including any LENDER’s Affiliate [including Fleet National Bank] or any successor thereto) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under the Revolving Loan, the Foreign Exchange Line of Credit and the Letter of Credit Obligations; and
- “(l) the amount due upon any notes or other obligations given to, or received by, Secured Party or any LENDER’s Affiliate on account of any of the foregoing.”

4. **Reaffirmation of 1996 Security Agreement.**

(a) To secure the complete and timely satisfaction of all of Debtor's obligations described in Paragraph 2 of this Amendment, Debtor hereby reaffirms and restates all provisions of the 1996 Security Agreement and again grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Fleet Capital, 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 law or by the specific license agreements, all of Debtor's right, title and interest in and to each and all of the following, whether now existing and hereafter created or acquired:

- (1) **Tweezerman**, registered as a trademark with and at the United States Patent and Trademark Office of the United States Department of Commerce in Washington D.C. on March 5, 1996 under Registration No. 1,960,228;
- (2) **Tweezerman Professional**, a common law tradename not registered with or at the United States Patent and Trademark Office in Washington D.C.;
- (3) **Tweezerman Finer Touch**, a common law tradename not registered with or at the United States Patent and Trademark Office in Washington D.C.;
- (4) **Tweezerman Ltd.**, a common law tradename not registered with or at the United States Patent and Trademark Office in Washington D.C.;
- (5) **Tweezerman Spa**, a common law tradename not registered with or at the United States Patent and Trademark Office in Washington D.C.;
- (6) **Saxon**, a common law tradename not registered with or at the United States Patent and Trademark Office in Washington D.C.;
- (7) all renewals or extensions thereof;
- (8) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for part or future infringements thereof;

- (9) the right to sue for past, present and future infringements thereof,
- (10) all rights corresponding thereto throughout the world;
- (11) all license agreements with respect to any thereof any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Debtor and any other party, whether Debtor is a licensor or licensee under any such license agreement,; and
- (12) the goodwill of Debtor's business connected with and symbolized by the foregoing.

5. **Restrictions on Future Agreements.** Debtor agrees that until it has satisfied and paid in full Debtor's obligations described in Paragraph 3 of this Amendment and the Fleet Capital Financing Agreements shall have been terminated, Debtor shall not sell or assign its interest in, or grant any license under the assets mortgaged to Secured Party or enter into any other agreement with respect thereto which is inconsistent with Debtor's obligations under the 1996 Security Agreement as amended hereby, without the prior written consent of Fleet Capital, and Debtor 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 Fleet Capital.

6. **Waivers.** No course of dealing between Debtor and Fleet Capital, nor any failure to exercise, nor any delay in exercising, on the part of Fleet Capital, any right, power or privilege hereunder or under the Fleet Capital 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.

7. **Severability.** The provisions of this Amendment 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 Amendment in any jurisdiction.

8. **Modification.** This Amendment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

9. **Binding Effect; Benefits.** This Amendment shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of Fleet Capital, its successors, nominees and assigns.

10. **Governing Law.** This Amendment and the 1996 Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its rules pertaining to conflicts of laws.

11. **Further Assurances.** Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts as Fleet Capital shall reasonably request from time to time in order to carry out the purpose of this Amendment and agreements set forth herein.

12. **Survival of Representations.** All representations and warranties of Debtor contained in this Amendment shall survive the execution and delivery of this Amendment and shall be remade on the date of each borrowing under the Fleet Capital Financing Agreements.

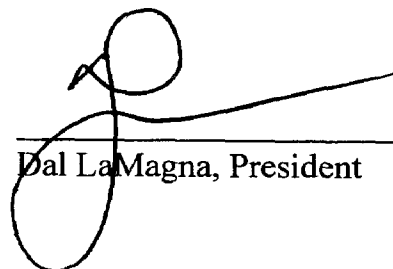
13. NOTHING IN THIS AMENDMENT IS INTENDED TO IN ANY WAY RELEASE OR LESSEN ANY OTHER COLLATERAL GIVEN TO SECURE THE PAYMENT AND THE PERFORMANCE OF THE FLEET CAPITAL FINANCING AGREEMENTS.

IN WITNESS WHEREOF, TWEEZERMAN CORPORATION has duly executed this ASSIGNMENT-AMENDMENT OF SECURITY AGREEMENT/TRADEMARK in favor of Fleet Capital Corporation as of the date first written above.

ATTEST:


TWEEZERMAN CORPORATION

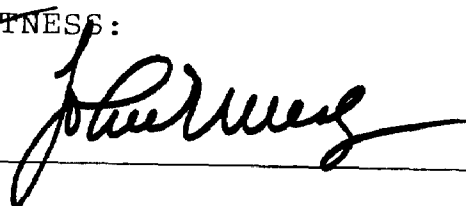

Lisa Bowen, Secretary

By: 
Dal LaMagna, President

AGREED AND ACCEPTED to
as of February 15, 2001

FLEET CAPITAL CORPORATION

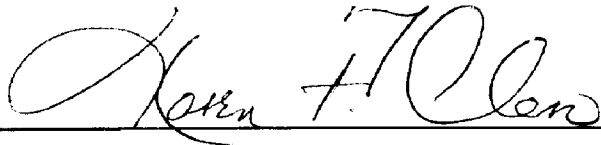
By: 
Antanas A. Liobis, Vice President
SENIOR

WITNESS:


JOHN N. MALYSKA
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

BE IT REMEMBERED, that on February 15, 2001, before me, the subscriber, personally appeared DAL LaMAGNA, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of TWEEZERMAN CORPORATION (the "**Debtor**") named in the foregoing Assignment-Amendment of Security Agreement/Trademark; that the execution, as well as the making of the foregoing Assignment-Amendment of Security Agreement/Trademark has been duly authorized by a proper resolution of the Board of Directors of Debtor; that the foregoing Assignment-Amendment of Security Agreement/Trademark was signed and delivered by said DAL LaMAGNA in his capacity as President of the Debtor; and that he so signed and delivered the foregoing Assignment-Amendment of Security Agreement/Trademark as and for the voluntary act and deed of the Debtor.



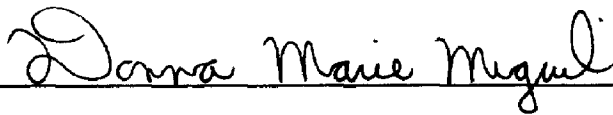
KAREN F. CLARO
Notary Public, State of New York
01CL5057046
Qualified in Nassau County
Commission Expires March 18, 2002

STATE OF NEW JERSEY)

) SS.:

COUNTY OF MIDDLESEX)

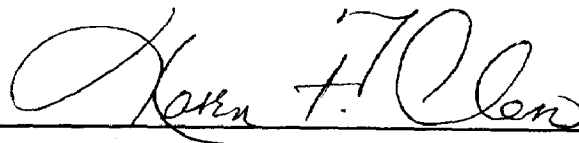
BE IT REMEMBERED, that on February 15, 2001, before me, the subscriber, personally appeared ANTANAS A. LIOBIS, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a ^{SENIOR} Vice President of FLEET CAPITAL CORPORATION named in the foregoing Assignment-Amendment of Security Agreement/Trademark; that the execution, as well as the making of the foregoing Assignment-Amendment of Security Agreement/Trademark has been duly authorized by a proper resolution of the Board of Directors of FLEET CAPITAL CORPORATION; that the foregoing Assignment-Amendment of Security Agreement/Trademark was signed and delivered by said ANTANAS A. LIOBIS in his capacity as a ^{SENIOR} Vice President of FLEET CAPITAL CORPORATION; and that he so signed and delivered the foregoing Assignment-Amendment of Security Agreement/Trademark as and for the voluntary act and deed of FLEET CAPITAL CORPORATION.



DONNA MARIE MIGUEL
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 12 2001

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COUNTY OF NASSAU)

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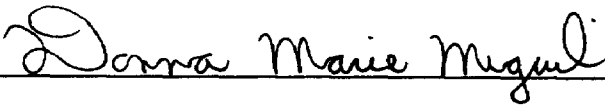
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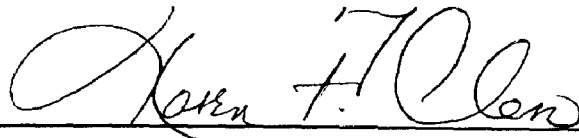
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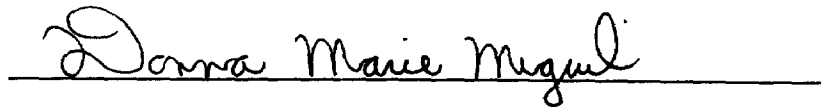
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