

02-01-2002



101958260

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
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

- 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.)

FOR OFFICE USE ONLY

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)

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

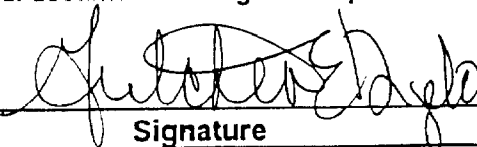
No

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.

Gretchen E. von Dwingelo

Name of Person Signing



Signature

10/24/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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/AKATA

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

1,431,675	1,321,715	1,291,689
807,631	1,168,862	1,154,398
807,616	718,346	1,154,397
2,051,100	2,191,250	1,370,788
1,730,572	340,284	1,254,230
1,387,965	2,166,341	502,178
1,857,428	1,400,056	1,207,749

TRADEMARK

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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/AK/A TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

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)

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)

1,809,863

367,672

1,621,940

896,120

1,027,179

573,363

1,975,384

1,053,821

554,454

1,912,142

111,737

1,058,836

1,316,448

1,064,262

1,230,770

1,307,601

1,087,166

1,104,584

1,119,052

1,619,350

300,706

TRADEMARK

REEL: 002408 FRAME: 0630

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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/AKATA

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City

State/Country

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Individual General Partnership Limited Partnership

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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)

1,625,561

502,178

1,621,940

663,575

1,053,821

1,696,740

111,737

1,692,286

1,064,262

1,724,541

1,087,166

1,648,623

1,168,862

1,692,331

1,619,350

RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS is dated as of October 12, 2000 by The Chase Manhattan Bank, as agent (the "Agent") for the lenders (the "Lenders") named in the Credit Agreement dated as of June 30, 1999, among The Benjamin Ansehl Company (the "Company"), the guarantors named therein, the Lenders and the Agent (as amended or modified, the "Credit Agreement").

WHEREAS, the Agent and the Company entered into that certain "Security Agreement and Mortgage - Trademarks and Patents" dated as of June 30, 1999 (the "IP Security Agreement");

WHEREAS, the IP Security Agreement granted to the Agent, for its own benefit and for the benefit of the Lenders, a security interest in and to, among other things, (i) all of the Company's right, title and interest in and to each of the Trademarks (as defined in the IP Security Agreement) and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Company relating to the distribution of products bearing the Trademarks and each of the trademark registrations and applications described in Schedule A attached hereto, (ii) all of the Company's right, title and interest in and to each of the Patents (as defined in the IP Security Agreement) and each of the patent registrations and applications listed on Schedule B attached hereto, and (iii) any and all proceeds of the foregoing (collectively, the "IP Collateral"); as security for certain obligations of the Company to the Lenders under the Credit Agreement (the "Obligations");

WHEREAS, the Company executed and delivered to the Agent that certain Assignment for Security (Trademarks) dated as of June 30, 1999;

WHEREAS, the Company executed and delivered to the Agent that certain Assignment for Security (Patents) dated as of June 30, 1999;

WHEREAS, Chemical Bank (predecessor in interest to The Chase Manhattan Bank), as Agent ("Chemical Bank"), and the Company entered into that certain "Security Agreement 2nd Mortgage - Trademarks and Patents" dated as of April 6, 1990 (the "Chemical Bank Security Agreement"), pursuant to which the Company granted Chemical Bank a security interest in and to each of the Trademarks (as defined in the Chemical Bank Security Agreement) and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Company relating to the distribution of products bearing the Trademarks and each of the trademark registrations and applications described in Schedule C attached hereto, (ii) all of the Company's right, title and interest in and to each of the Patents (as defined in the Chemical Bank Security Agreement) and each of the patent registrations and applications listed on Schedule D attached hereto, and (iii) any and all proceeds of the foregoing (collectively, the "Chemical Bank IP Collateral"), as security for certain obligations of the Company to the Lenders under the Credit Agreement dated April 6, 1990 (the "Chemical Bank Obligations");

WHEREAS, the Company executed and delivered to Chemical Bank that certain Assignment for Security (Trademarks) dated as of April 6, 1990;

WHEREAS, the Company executed and delivered to Chemical Bank that certain Assignment for Security (Patents) dated as of April 6, 1990;

WHEREAS, the Company has requested that the Agent release its security interest in the IP Collateral in connection with the satisfaction of the Obligations;

WHEREAS, the Chemical Bank Obligations have been fully satisfied and the Company has requested that the Agent (successor in interest to Chemical Bank) release its security interest in the Chemical Bank IP Collateral; and

WHEREAS, the Company has further requested that, to the extent the records of the United States Patent and Trademark Office reflect a complete transfer and assignment of the IP Collateral and the Chemical Bank IP Collateral to Agent, rather than a grant of a security interest, that the Agent reassign and transfer to the Company all right, title and interest in and to the IP Collateral and the Chemical Bank IP Collateral;

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

1. The Agent hereby fully releases, terminates and forever discharges its security interests in and liens on the IP Collateral and the Chemical Bank IP Collateral. To the extent the records of the United States Patent and Trademark Office reflect a complete transfer and assignment of the IP Collateral to Agent and the Chemical Bank IP Collateral to Chemical Bank, rather than the grant of a security interest, the Agent hereby assigns, transfers and conveys to the Company all right, title and interest in and to the IP Collateral and the Chemical Bank IP Collateral.

2. The Agent further agrees, at the sole cost and expense of the Company, to perform all acts reasonably necessary to effect the release and termination of its security interest in and liens on the IP Collateral and the Chemical Bank IP Collateral, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest Trademarks and Patents to be duly executed as of the day and year first above written.

THE CHASE MANHATTAN BANK, successor in interest to Chemical Bank, as Agent

By: [Signature]
Name: GEORGE LOUIS MCKONLEY
Title: VICE PRESIDENT

SCHEDULE A

See attached

Schedule A to Security Agreement

TRADEMARKS

<u>File No.</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
*BJH 5941	FRANCES HARRIET	807,616	04/26/66
*BJH 5942	FRANCES HARRIET	807,631	04/26/66
BJH 5953	COUNTRY STORE	1,003,143	01/28/75
BJH 5953.2	COUNTRY STORE	1,295,460	09/18/84
*BJH 5957	AMETHYST	315,513	07/31/34
BJH 5973	PARIS NIGHT	1,254,230	10/18/83
*BJH 5983	OIL OF NATURE & Design	1,154,397	05/19/81
*BJH 5984	OIL OF CHARM	1,154,398	05/19/81
*BJH 6020	PEARL FRESH	1,207,749	09/14/82
BJH 6067	ULTRABATH	1,307,601	12/04/84
BJH 6070	NATURE'S CREATION	1,291,689	08/28/84
BJH 6070.1	NATURES CREATION (Canada)	300,706	03/08/85
BJH 6094	SCRUBBLES	896,120	08/04/70
*BJH 6097	CLEAR SAILING	1,341,877	06/18/85
BJH 6113	LI'L BEAR	1,321,715	02/26/85
BJH 6129	HONEYKINS	1,387,965	04/01/86
BJH 6135	MR. FUN'S	1,400,056	07/08/86
BJH 6172	COURTIME	1,476,475	02/16/88
*BJH 6246	MARY SHERMAN (Stylized)	718,346	07/11/61
BJH 6250	HOLIDAY HEARTH	1,730,572	11/10/92
BJH 6260	DUAL CARE	1,660,469	10/15/91
BJH 6296	PARIS NIGHT	1,370,788	11/19/85
BJH 6308	MOISTURE-IN	1,692,331	06/09/92

<u>File No.</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BJH 6325	KIDZ	1,857,428	10/11/94
*BJH 6335	PE-RU-NA	502,178	09/14/48
BJH 6341	LIQUI SOAP (Stylized)	1,168,862	09/15/81
BJH 6342	BOTTLE DESIGN	1,260,342	12/06/83
*BJH 6343	TUBZA BUBBLES	1,316,448	01/29/85
*BJH 6346	DESIGN OF HUMAN FEMALE	1,431,675	03/10/87
BJH 6371	ROYAL BOUQUET	1,809,863	12/07/93
BJH 6385	GOLDEN CREATIONS	2,051,100	04/08/97
BJH 6386	TROPICAL DELIGHT	1,912,142	08/15/95
BJH 6390	SWAMP GOO	1,975,384	05/21/96
BJH 6392	CREATURES OF THE DEEP	1,987,585	07/16/96
BJH 6416	BLOSSOMS & BERRIES COLLECTION	2,234,982	03/23/99

* The Company does not warrant that it will maintain the trademarks indicated from any claim of abandonment for nonuse.

SCHEDULE B

See attached

Schedule B to Security Agreement

PATENTS

<u>File No.</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expires</u>
BJH 6354	Cosmetic Container	Des. 281,824	12/17/85	12/17/99

SCHEDULE C

See attached

Schedule A to Amendment to Security Agreement and Mortgage -
Trademarks and Patents

<u>Trademark</u>	<u>Filing Date</u>	<u>Reg. No.</u>
PERUNA	12/16/75	1,027,179
PE-RU-NA	9/14/48	502,178
KOLOR-BAK & DESIGN	12/7/76	1,053,821
KOLOR-BAK & DESIGN	8/1/16	111,737
KOLOR-BAK	4/26/77	1,064,262
SEM-PRAY JO-VE-NAY	3/14/78	1,087,166
SIEMPRE EN FLOR	5/29/79	1,119,052
LIQUI SOAP	9/15/81	1,168,862
BOTTLE DESIGN	12/6/83	1,260,342
TUBZA BUBBLES	1/29/85	1,316,448
Saint Cyr	10/30/90	1,619,350
St. Cyr	11/13/90	1,621,940
Design of Human Female		1,431,675
Kolor-Bak		573,363
Liquinet		554,454
	<u>Pending</u>	
Kidz	3/9/90	74/036,361

SCHEDULE A

United States Trademarks

<u>Trademark No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BJH 5941	Frances Harriet	807,616	04/26/66
BJH 5642	Frances Harriet	807,631	04/26/66
BJH 5953	Country Store	1,003,143	01/28/75
BJH 5953.2	Country Store	1,295,460	09/18/84
BJH 5955	Herb Garden	1,058,836	02/15/77
BJH 5957	Ambthyst	315,513	07/31/34
BJH 5964	Mediskin	340,284	11/03/36
BJH 5972	Proclaim	1,230,770	03/15/83
BJH 5973	Paris Night	1,254,230	10/18/83
BJH 5974	The Liquid Stocking	367,672	05/23/39
BJH 5977	Oil of Elegance & Design	1,104,584	10/24/78
BJH 5983	Oil of Nature & Design	1,154,397	05/19/81
BJH 5984	Oil of Charm	1,154,398	05/19/81
BJH 6020	Pearl Fresh	1,207,749	09/14/82
BJH 6067	Ultrabath	1,307,601	12/04/84
BJH 6070	Nature's Creation	1,291,689	8/28/84
BJH 6070.1	Nature's Creation (Canada)	300,706	03/08/85
BJH 6094	Scrubbles	896,120	08/04/70
BJH 6097	Clear Sailing	1,341,877	06/18/85
BJH 6113	Li'l Bear	1,321,715	02/26/85
BJH 6129	Honeykins	1,387,965	04/01/86
BJH 6135	Mr. Fun's	1,400,056	07/08/86
BJH 6172	Courtime	1,476,475	02/16/88
BJH 6224	Roll'n Critters	1,625,561	12/04/90
BJH 6245	Mary Sherman	663,575	06/24/58
BJH 6246	Mary Sherman (Stylized)	718,346	07/11/61
BJH 6250	Holiday Hearth	1,730,572	11/10/92
BJH 6258	Caribbean Mist	1,696,740	06/23/92
BJH 6259	Oriental Blossom	1,692,286	06/09/92
BJH 6260	Dual Care	1,660,469	10/15/91
BJH 6283	Southwest Shades	1,724,541	10/13/92
BJH 6292	Scrubbles	1,648,623	03/05/90
BJH 6296	Paris Night	1,370,788	11/19/85
BJH 6308	Moisture-In	1,692,331	06/09/92
BJH 6325	Kidz	1,857,428	10/11/94
BJH 6335	Pe-Ru-Na	502,178	09/14/48
BJH 6336	Kolor Bak	1,053,821	12/07/76
BJH 6337	Kolor-Bak & Design	111,737	08/01/16
BJH 6338	Kolar-Bak	1,064,262	04/26/77
BJH 6339	Sem-Pray Jo-Ve-Nay	1,087,166	03/14/78
BJH 6340	Siempre En Plor	1,119,052	05/29/79
BJH 6341	Liqui Soap (Stylized)	1,168,862	09/15/81
BJH6342	Bottle Design	1,260,342	12/06/83
BJH 6343	Tubza Bubbles	1,316,448	01/29/85
BJH 6344	Saint Cyr	1,619,350	10/30/90
BJH 6345	St. Cyr	1,621,940	11/13/90
BJH 6346	Design of Human Female	1,431,675	03/10/87
BJH 6371	Royal Bouquet	1,809,863	12/07/93
BJH 6386	Tropical Delight	1,912,142	08/15/95
BJH 6390	Swamp Goo	1,975,384	05/21/86

SCHEDULE B

United States Trademark Applications

1. Golden Creations¹ - BJH 6385; Serial No. 74/478,933; Filing Date: 01/13/94.
2. Creatures of the Deep² - BJH 6392; Serial No. 74/559,171; Filing Date: 08/10/94.
3. Pacesetter - BJH 6404; Serial No. 75/088,503; Filing Date: 04/15/96.
4. Sterns - BJH 6408; Serial No. 75/068,130; Filing Date: 03/06/96.

¹ Unintentionally abandoned - Petition to Revive filed April 24, 1996 - Awaiting decision of Patent and Trademark Office.

² Statement of Use filed March 4, 1994.

SCHEDULE D

See attached

Schedule B to Amendment to Security Agreement and Mortgage -
Trademarks and Patents

<u>Patent</u>	<u>Filing Date</u>	<u>Reg. No.</u>
"Trio-bottle"	12/18/84	281,824
"Diamond cut bottle"	7/6/82	276,791