

Conveying Party: OccuNomix International LLC

Receiving Party: Whitehall Business Credit Corporation

Continuation of List of Trademark Registration Nos.

2,453,539

1,950,265

1,945,768

2,384,171

1,911,239

1,991,643

1,776,378

2,481,115

1,937,651

2,657,580

1,707,740

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 2003, is made by the undersigned (the "Company") to and in favor of WHITEHALL BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as Agent (WBCC, in such capacity, the "Agent"), for itself and the other Lenders (WBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, among other property or interests in property of the Company, all of the Company's right, title and interest in and to all Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part, extensions or renewals thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

The Company agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Company may sublicense the Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

OCCUNOMIX INTERNATIONAL LLC

By: 

Name: Douglas S. Rose

Title: Vice President and Secretary

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

On April 4, 2003, before me personally came Douglas S. Rose, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President and Secretary of OccuNomix International LLC, who being by me duly sworn, did depose and say that he (she) is the Vice President and Secretary of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

JUDY ZISHOLTZ
Notary Public, State of New York
No. 4794801
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 12-31-05

Judy Zisholtz
Notary Public

My Commission Expires:
Dec 31, 2005

[NOTARIAL SEAL]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Mark	Application No./ Registration No.	Class
BRONCO	2,132,186	Class 10
BUBBA	1,861,730	Class 10
GULFPORT	76/232,664	Class 9
HOT RODS	2,023,872	Class 10
HOT RODS	2,100,819	Class 25
HOT RODS	2,172,685	Class 9
MEN IN GREEN	2,383,843	Class 25
MIG WEAR	2,453,539	Class 25
MIRACOOOL (Brazil)	818210508	Class 10
MIRACOOOL (China)	1,040,539	Class 25
MIRACOOOL (& Design)	1,950,265	Class 25
MUSTANG	1,945,768	Class 10
OCCULUX	2,384,171	Class 20
OCCUMITTS	1,911,239	Class 10
OCCUNOMIX	1,991,643	Class 9
ORION	1,776,378	Class 10
TERRY TOPPERS	2,481,115	Class 9
THE BODY SHOP	1,937,651	Class 10
TUFF NOUGIES	76/427,898	Class 9
VULCAN	2,657,580	Class 9
X-TEND	1,707,740	Class 10