

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leathem Smith Stearn		04/04/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nexis B.V.		
<b>Street Address:</b>	Claudius Prinsenlaan 144		
<b>City:</b>	BREDA		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	4818 CP		
<b>Entity Type:</b>	COMPANY: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3331251	SCÜNCI	
<b>Registration Number:</b>	3124199	SCUNCI	
<b>Registration Number:</b>	3124161	SCUNCI	
<b>Registration Number:</b>	2115038	SCUNCI	
<b>Registration Number:</b>	1612163	SCUNCI	
<b>Serial Number:</b>	85043479	SCÜNCI	
<b>Serial Number:</b>	77930507	SCUNCI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	zhilden@paulweiss.com, aashville@paulweiss.com		
<b>Correspondent Name:</b>	Zoe Hilden		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	18295-006		

CH \$190.00 3331251

**900188454**

**TRADEMARK**  
**REEL: 004515 FRAME: 0345**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Zoe Hilden

Signature:

/Zoe Hilden/

Date:

04/05/2011

Total Attachments: 10

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**TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS AGREEMENT is made on the 4th day of April, 2011, by and between Leathem Smith Stearn, an individual having an address at 23 Isla Bahia Drive, Fort Lauderdale, FL 33316 (“Borrower”) and Nexis B.V., a company organized under the laws of the Netherlands (“Lender”).

**BACKGROUND**

Borrower has issued a Secured Revolving Note on the date hereof (as amended, modified, restated or supplemented from time to time, the “Revolving Note”) providing for extensions of credit by Lender to Borrower in an aggregate principal amount not to exceed \$2,000,000 at any time. In order to induce Lender to make Advances under the Revolving Note, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the “Trademark Security Agreement”).

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Revolving Note shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

“Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

“License” shall mean the Trademark License dated March 10, 1992 between Leathem S. Stearn and Conair Corporation, a Delaware corporation (“Conair”), as successor in interest to Neal Menaged and Lewis M. Hendler, as amended on August 15, 2002, March 10, 2005, and March 21, 2005.

“Obligations” shall mean the due and punctual payment of (a) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Revolving Note, when and as due, whether at maturity or by acceleration or otherwise, and (b) all other monetary obligations, including fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Borrower to the Lender when and as due, or that are otherwise payable to the Lender, in each case under the Revolving Note, this Trademark Security Agreement and any other documents prepared in connection herewith or therewith.

“Proceeds” shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to any and all other amounts from time to time paid or payable under or in connection with the Trademark Collateral.

“Trademark” shall mean all worldwide right, title and interest in and to the trademark SCUNCI or SCÜNCCI, all variants and derivatives thereof, and all applications and registrations therefor and renewals thereof anywhere in the world, including, without limitation, each trademark registration and application set forth on Schedule A hereto, and all of the goodwill associated with or symbolized by the foregoing.

“Trademark Collateral” shall have the meaning assigned to it in Section 2 of this Security Agreement.

“Trademark Security Agreement” shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

2. Grant of Security Interest. As collateral security for the prompt payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a security interest in:

(i) the entire right, title and interest of Borrower in and to the Trademark, including without limitation all proceeds of infringement suits and the rights to sue for past, present and future infringements or other violations of any rights of Borrower in or to the Trademark in the United States of America and any foreign country; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable law;

(ii) the entire right, title and interest of Borrower in and to the License and all receivables, contract rights and general intangibles arising under or relating to the License (including, without limitation, (A) all moneys due and to become due under the License, (B) any damages arising out of or for breach or default in respect of the License, (C) all other amounts from time to time paid or payable under or in connection with the License, (D) the right of Borrower to terminate the License or to perform and to exercise all remedies thereunder), and (E) all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) to the extent not otherwise included, all Proceeds of any or all of the foregoing.

All of the property referred to in this paragraph 2 is hereinafter collectively called the “Trademark Collateral.”

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Trademark Security Agreement:

(a) Borrower's (A) exact correct name as indicated on his driver's license is set forth in the introductory paragraph of this Trademark Security Agreement and (B) principal residence is, and for the preceding four months has been, located at 23 Isla Bahia Drive, Fort Lauderdale, FL 33316;

(b) This Trademark Security Agreement and the Secured Revolving Note have been duly executed by Borrower and when executed and delivered will constitute the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with their terms;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the License;

(d) All of the registrations and applications set forth on Schedule A are valid, in full force and effect and have not expired or been cancelled, abandoned or otherwise terminated, and payment of all renewal and maintenance fees and expenses in respect thereof, and all filings related thereto, have been duly made;

(e) The Trademark is valid and enforceable and has not been adjudged invalid or unenforceable anywhere in the world;

(f) The License is in full force and effect, valid and enforceable;

(g) Other than the rights granted to Conair pursuant to the License, Borrower has granted no other licenses or rights in or to the Trademark to any third party;

(h) There is no outstanding claim that any use of the Trademark by Borrower or Conair violates the rights of any third party nor is any third party infringing or otherwise violating Borrower's rights in the Trademark in any material respect; and

(i) Schedule B hereto sets forth a true, complete and correct list of all the royalty or other license payments received by Borrower pursuant to the License during the past three (3) years.

4. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Trademark Security Agreement and until the Obligations are satisfied in full in cash:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable and necessary in obtaining the full

benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, any filings with the United States Patent and Trademark Office and any filings of appropriate financing statements or continuation statements under the Code or under the Uniform Commercial Code of any relevant state with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) Maintenance of Trademark. Borrower will not do any act, or omit to do any act, whereby the Trademark may become abandoned, invalidated or unenforceable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take all reasonable steps and action at its expense to halt any material infringement or other violation of the Trademark.

(c) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Trademark Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademark Collateral except for the liens created by this Trademark Security Agreement, and will defend the right, title and interest of Lender in and to any of Borrower's rights under the License and to the Proceeds thereof against the claims and demands of all persons whomever.

(d) Limitations on Modifications of License. Borrower will not (i) amend, modify, terminate or waive any provision of the License in any manner which would reasonably be likely to materially adversely affect the economic value of such License or the Trademark, without the written consent of Lender, (ii) fail to exercise promptly and diligently each and every material right which it has under the License (other than any right of termination), without the prior written consent of Lender, or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to the License or Trademark.

(e) Notices. Borrower will advise Lender promptly (and, in the case of clause (iv) of this Section 4(e), with fifteen (15) days prior notice) in writing, in reasonable detail, (i) of any lien or claim made or asserted against the Trademark Collateral, (ii) of any material change in the composition of the Trademark Collateral, (iii) of the occurrence of any other event which would reasonably be likely to have a material adverse effect on the value of the Trademark Collateral or on the security interests created hereunder and (iv) of any change in Borrower's principal residence or any change in any matter warranted or represented by Borrower in this Trademark Security Agreement.

(f) Limitation on Further Uses of Trademark. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademark Collateral, without prior written consent of Lender.

5. Lender's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(A) to direct any party liable for any payment under the Trademark Collateral to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct;

(B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of the Trademark Collateral;

(C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral;

(D) to defend any suit, action or proceeding brought against Borrower with respect to the Trademark Collateral;

(E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and

(F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, (x) Borrower further agrees to execute any additional documents which Lender may reasonably require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement, and (y) Lender may exercise this power of attorney regardless of the occurrence and continuance of an Event of Default.

(c) The powers conferred on Lender under this paragraph 5 are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(d) Borrower also authorizes Lender to execute, in connection with the sale provided for in paragraph 7(b) of this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

6. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Trademark Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

7. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with the Trademark Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademark Collateral are insufficient to satisfy all Obligations in full.

(c) If any Event of Default shall occur and be continuing, in addition to the exercise of any rights and remedies of a secured party under the Code and any other rights and remedies provided hereunder, the Lender may freely assign its rights or obligations under the Revolving Note and this Trademark Security Agreement to Beleggingsmaatschappij Shahaira N.V., a limited liability company registered in Curaçao.



8. Termination. At such time as all of the Obligations shall have been satisfied in full in cash and the Revolving Note is terminated, this Trademark Security Agreement shall terminate, the Trademark Collateral shall be released from the liens created hereby, and all rights to the Trademark Collateral shall revert to Borrower.

9. Notices. Any notice to Lender or Borrower under this Trademark Security Agreement shall be given in the manner and to the parties designated as is provided in the Revolving Note.

10. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Revolving Note, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability. The provisions of this Trademark Security Agreement 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 Trademark Security Agreement in any jurisdiction.

12. Successors and Assigns. The benefits and burdens of this Trademark Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. Governing Law. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement under seal as of the day and year first above written.

Leathem S. Stearn, an individual

By:   
Name: LEATHAM S. STEARN  
Title: CEO

Nexis B.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

8. Termination. At such time as all of the Obligations shall have been satisfied in full in cash and the Revolving Note is terminated, this Trademark Security Agreement shall terminate, the Trademark Collateral shall be released from the liens created hereby, and all rights to the Trademark Collateral shall revert to Borrower.

9. Notices. Any notice to Lender or Borrower under this Trademark Security Agreement shall be given in the manner and to the parties designated as is provided in the Revolving Note.

10. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Revolving Note, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability. The provisions of this Trademark Security Agreement 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 Trademark Security Agreement in any jurisdiction.

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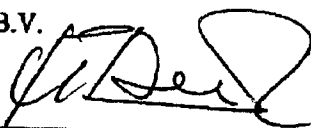
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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement under seal as of the day and year first above written.

Leathern S. Stearn, an individual

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Nexis B.V.

By:   
Name: J.L.M. VAN DEN BERGH  
Title: DIRECTOR

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
SCÜNCI	3331251 November 6, 2007	Stearn, Leathem S.
SCUNCI	3124199 August 1, 2006	Stearn, Leathem S.
SCUNCI	3124161 August 1, 2006	Stearn, Leathem S.
SCUNCI	2115038 November 25, 1997	Stearn, Leathem S.
SCUNCI	1612163 September 4, 1990	Stearn, Leathem S. dba Stearn Enterprises

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Owner</b>
SCÜNCI	85043479 May 20, 2010	Stearn, Leathem S.
SCUNCI	77930507 February 8, 2010	Stearn, Leathem S.

SCHEDULE B

<b>Period</b>	<b>Payment</b>
4th Quarter 2007	\$330,437
1st Quarter 2008	\$285,214
2nd Quarter 2008	\$290,594
3rd Quarter 2008	\$259,973
4th Quarter 2008	\$281,184
1st Quarter 2009	\$258,641
2nd Quarter 2009	\$328,903
3rd Quarter 2009	\$288,553
4th Quarter 2009	\$295,015
1st Quarter 2010	\$241,161
2nd Quarter 2010	\$319,602
3rd Quarter 2010	\$324,017