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To the Honorable Commissioner of Patent

101080595

1. Name of conveying party(ies):

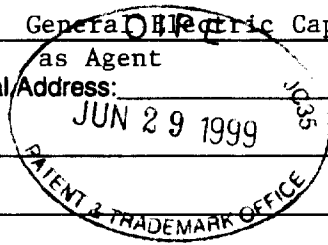
Styling Technology Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as Agent

Internal Address:



Street Address: 350 South Beverly Drive
Suite 200

City: Beverly Hills State: CA ZIP: 90212

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

6.29.99

Execution Date: June 22, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

29/085,711 09/031,206
29/085,258

B. Patent No.(s)

D289,565
D330,766

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park East,
21st Floor

City: Los Angeles State: CA ZIP: 90212

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 3.41).....\$ 920.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-6052

(Attach duplicate copy of this page if paying by deposit account)

06/20/1999 ENGLISH 00000201 200052 20005711

FC:581 920.00 CH

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9. 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.

Sara Hoehn

Name of Person Signing

David Adams

Sara J. Hoehn
Signature

June 25, 1999

Date

Total number of pages including cover sheet, attachments, and document: 15

PATENTS

Additional Names of Conveying Parties

U.K. ABBA Products, Inc., a California corporation
European Touch, Ltd. II, a Wisconsin corporation
Beauty Products Inc., a Wisconsin corporation
Cosmetics International Inc., a Wisconsin corporation
Ft. Pitt Acquisition, Inc., a Pennsylvania corporation
Ft. Pitt-Framesi, Ltd., a Pennsylvania corporation
Styling Technology Nail Corporation, an Arizona corporation
STYL Institute, Inc., an Arizona corporation

U.S. Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date
Styling Technology Corporation (owner)	D289,565	4/28/87
	D330,766	11/2/92
	D333,883	3/9/93
	4,216,775	8/12/80
	4,295,467	10/20/81
	4,752,148	6/21/88
	4,773,784	9/27/88
	4,958,951	9/25/90
	D375,580	11/12/96
	D381,123	7/15/97
	D383,568	9/9/97
Styling Technology Nail Corporation (owner)	D384,440	9/30/97
	D387,488	12/9/97
	D388,544	12/30/97
	5,370,140	12/6/94
	5,587,108	12/24/96
European Touch, Ltd. II (owner)	D288,729	3/10/87
	D303,162	8/29/89
	D346,043	4/12/94
	D356,217	3/14/95

Foreign Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date	Country
Styling Technology Corporation (owner)	564,359	3/93/88	Australia
	579,423	11/24/88	Australia
	1,142,599	3/8/83	Canada
	1,209,874	8/19/86	Canada
	1,259,583	9/12/89	Canada
	79 26 155	3/4/85	France
	82 16 474	11/9/87	France
	85 17 605	8/25/89	France
	29 43 847	2/8/90	Germany
	32 42 001	12/6/90	Germany
	35 42 150	6/13/90	Germany
	1,164,753	4/15/87	Italy
	1,183,010	10/5/87	Italy
	1,473,013	12/27/88	Japan
	1,491,594	4/7/89	Japan
	1,648,163		Japan
	190.745	7/2/94	Netherlands
	191.925	11/4/96	Netherlands
	516,924	6/8/83	Spain
	549,371	6/25/86	Spain
	2039053	7/27/83	U.K.
	2113994	3/5/86	U.K.
2171060B	6/1/89	U.K.	
Styling Technology Nail Corporation (owner)	M9700060-4	2/26/97	Germany
	970,038	1/7/97	France
	139,106	8/8/97	Spain
	2,062,226	7.9.96	U.K.

U.S. Patent Applications

Nature of Interest (c.g. owner, licensee)	Serial No.	Filing Date
Styling Technology Corporation (owner)	29/085,711 29/085258	3/27/98
Styling Technology Nail Corporation (owner)	09/031,206	2/26/98

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 22, 1999, is made by STYLING TECHNOLOGY CORPORATION, a Delaware corporation ("Styling Technology"), U.K. ABBA PRODUCTS, INC., a California corporation ("ABBA"), EUROPEAN TOUCH, LTD. II, a Wisconsin corporation ("European Touch Ltd."), BEAUTY PRODUCTS INC., a Wisconsin corporation ("Beauty"), COSMETICS INTERNATIONAL INC., a Wisconsin corporation ("Cosmetics"), FT. PITT ACQUISITION, INC., a Pennsylvania corporation ("Ft. Pitt Acquisition"), FT. PITT-FRAMESI, LTD., a Pennsylvania corporation ("Ft. Pitt-Framesi"), STYLING TECHNOLOGY NAIL CORPORATION, an Arizona corporation ("Styling Nail"), and STYL INSTITUTE, INC., an Arizona corporation ("STYL Institute") (Styling Technology, ABBA, European Touch Ltd., Beauty, Cosmetics., Ft. Pitt Acquisition, Ft. Pitt-Framesi, Styling Nail, and STYL Institute being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, the other "Credit Parties" party thereto, Lenders and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Agent and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors and such other Credit Parties.

B. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Agent and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

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

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto, and all reissues, continuations or extensions thereof;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, the "Intellectual Property Collateral" shall not include any License to the extent that the grant by any Grantor of a Lien pursuant to this Agreement in such Grantor's rights in such License is expressly prohibited or restricted by such License and any consent required to overcome such prohibition or restriction has not been obtained; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by any Grantor of a Lien pursuant to this Agreement in any right for money due or to become due in respect of such License.

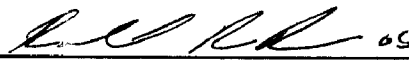
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

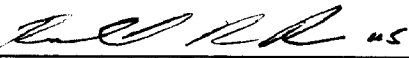
STYLING TECHNOLOGY CORPORATION

By: 
Richard R. Ross
Executive Vice President, Chief
Financial Officer and Treasurer


U.K. ABBA PRODUCTS, INC.

By: 
Richard R. Ross
Vice President and Treasurer


EUROPEAN TOUCH, LTD. II

By: 
Richard R. Ross
Vice President and Treasurer


BEAUTY PRODUCTS INC.

By: 
Richard R. Ross
Vice President and Treasurer

COSMETICS INTERNATIONAL INC.


By: 
Richard R. Ross
Vice President and Treasurer

FT. PITT ACQUISITION, INC.

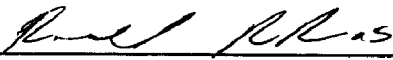
By: 
Richard R. Ross
Vice President and Treasurer

[Signatures Continued]


FT. PITT-FRAMESI, LTD.

By: 
Richard R. Ross
Vice President and Treasurer

STYLING TECHNOLOGY NAIL
CORPORATION

By: 
Richard R. Ross
Vice President and Treasurer

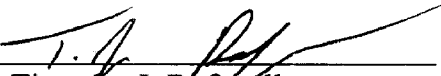
STYL INSTITUTE, INC.

By: 
Richard R. Ross
Vice President and Treasurer

Accepted as of June 22, 1999:

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Timothy J. Rafanello
Duly Authorized Signatory

Foreign Patent Applications

Nature of Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country
Styling Technology Corporation (owner)	P3249972.8	3/20/89	Germany
Styling Technology Nail Corporation (owner)	97303111.5	1/9/97	China
	97303112.3	1/9/97	China
	RM 97000002	1/3/97	Italy
	210/1997	1/8/97	Japan
	4001	12/18/96	North Korea
	4002	12/18/96	North Korea
	96-27692	12/24/96	South Korea
	96-27693	12/24/96	South Korea
	KD0879/97	1/9/97	Vietnam
	KD0880/97	1/9/97	Vietnam

Licenses:

1. Amended & Restated Master Agreement, dated July 24, 1986, by and among Roberto Franchina (on behalf of himself, the business entity now known as Framesi s.r.l. and the other equity owners of Framesi s.r.l.), Frank B. Fuhrer Holdings, Inc., Frank Fuhrer International, Inc., and Framesi of U.S.A., Inc., as amended, supplemented, restated or otherwise modified from time to time.
2. Escrow Agreement, dated July 24, 1986, by and among Roberto Franchina (on behalf of himself, the business entity now known as Framesi s.r.l. and the other equity owners of Framesi s.r.l.), Frank B. Fuhrer Holdings, Inc., Frank Fuhrer International, Inc., Framesi of U.S.A., Inc., and Mellon Bank, N.A., as escrow agent, as amended, supplemented, restated or otherwise modified from time to time.
3. License Agreement as of December 10, 1997, by and between Inverness Corporation and Styling Technology Corporation.

SCHEDULE I
(PART B)

TRADEMARKS

SCHEDULE I
(PART C)

COPYRIGHTS

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PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

RECORDED: 06/29/1999

PATENT
REEL: 010052 FRAME: 0596